

AGENDA ITEM NO. **24**

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

TO: Mayor and City Council

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

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer, Manuela G. Shannon, P.E., Armando A. Aranda, Jr., and file

SUBJECT: Asphalt Recycling and Overlay- 2003 Street Maintenance

DATE: February 20, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified bid and awards a Street Maintenance Improvements funded construction contract in the amount of \$1,610,601.45 to Clark Construction Company, Inc. a non-MBE, authorizes \$161,060.15 for miscellaneous construction contingency expenses, \$750.00 payable for advertising expenses, \$500.00 for printing and reproduction expenses, \$38,000.00 for installation of Video Imaging Vehicle Detection System (VIVDS) Processor System, and approves Field Alteration No. 1 in the amount of \$21,731.12, in connection with the Asphalt Recycling and Overlay- 2003 Street Maintenance project located in various Council Districts.

Staff recommends this ordinance be effective immediately, which requires eight (8) or more affirmative votes.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Asphalt Recycling and Overlay- 2003 Street Maintenance project consists of applying an asphalt recycling and overlay treatment. This type of street maintenance is required when street conditions include numerous potholes and cracks, heaving and rough surfaces, and heavy truck or bus traffic. This application is used to extend the life of the street surface an average of 12 years. The streets were identified in coordination with each affected Council District. Attachment I identifies specific streets, total square yards, center lane mileage and costs. As in previous years, the goal is to have all street maintenance projects completed by the end of the current fiscal year. To achieve this goal, it is necessary to have this contract effective immediately so that mobilization can occur at once to capitalize on favorable springtime weather conditions.

This project will also include the purchase and installation of Video Imaging Vehicle Detection System (VIVDS) by City forces for eight (8) intersections. VIVDS replaces traditional in-

pavement loop detectors for vehicle detection for these affected intersections. Loop detectors sense a vehicle by magnetic inductance loops cut into the pavement, whereas VIVDS detects oncoming traffic by working similarly to motion detectors. The VIVDS electronically varies the green intervals of a traffic signal based on traffic demand. The use of VIVDS is cost effective in lengthening the life of street surfaces by reducing deterioration caused by sawcutting and will be in compliance with the Right of Way Management Ordinance.

Field Alteration No. 1 provides for the increase in quantities expended due to scope modifications. Additional quantities are provided to compensate for increased pavement repair and expansive soil effects resulting in additional milling and will improve the quality of work to be performed. This Field Alteration will also correct an error in the proposal sheet for Pay Item 245.2-Heating, scarifying, and repaving of existing asphaltic concrete surface unit of measure from square foot to square yard. The quantity does not change and does not result in a cost impact. Overall, the bids for the 2003 Street Maintenance Program came in under the amount originally budgeted. As a result, it is anticipated that more funds could be available for additional program capacity. However, this is dependent on current market fluctuations in unit costs for materials.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in November 2002. In addition, the bid announcement was made on TVSA-21, through the SBEDA office and Dodge Report. Plans were also available for review by potential bidders in the Public Works Office.

Bids for this project were opened on December 18, 2002 with four (4) bidders responding. The bids are as follows:

CONTRACTOR	BID
Clark Construction Co., Inc.	\$1,610,601.45
Cutler Repaving	\$1,832,147.85
San Antonio Constructors	\$1,940,549.70
Ryan O Excavating	Non-Responsive

The bid proposal submitted by Ryan O Excavating is considered a non-responsive bid due to failure to complete the required forms as stated in the Instructions to Bidders.

The Economic Development Department has reviewed the list of subcontractors and approved the Good Faith Effort Plan submitted by Clark Construction Company, Inc. The contractor has committed to subcontract approximately \$18,880.00 (1.17%) to MBE firms and \$104,363.00 (6.48%) to WBE firms. The contract provided for sixty (60) working days or approximately three (3) months to complete the project. Clark Construction Company, Inc. is in the process of finalizing work under the following 2002 Street Maintenance contracts:

PROJECT	AMOUNT
2002 Micro-Surface Street Maintenance	\$2,119,706.77
2002 Slurry Seal Street Maintenance	<u>\$4,170,436.13</u>
TOTAL	\$6,290,142.90

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to provide Street Maintenance budgeted for FY 2002-2003.

FISCAL IMPACT

This is a one-time capital improvement expenditure. Funds in the amount of \$1,832,642.72 are available from Street Maintenance and Improvements funds to be authorized payable as follows:

\$1,610,601.45	Payable to Clark Construction Company, Inc. for construction expenses
\$ 21,731.12	Field Alteration No.1, increase to construction expenses
\$ 161,060.15	Payable for miscellaneous construction contingency expenses
\$ 750.00	Payable for advertising expenses
\$ 500.00	Payable for printing and reproduction expenses
\$ 38,000.00	Payable for installation of Video Imaging Vehicle Detection System (VIVDS) Processor System

COORDINATION

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

SUPPLEMENTARY COMMENTS

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

ATTACHMENTS

1. Project Listing
2. Proposal
3. Field Alteration No. 1

for Maura Shannon, P.E.
Thomas G. Wendorf, P.E.
Director of Public Works

Melissa Byrne Vossmer
Melissa Byrne Vossmer
Assistant City Manager

Approved:

for Terry M. Brechtel
Terry M. Brechtel
City Manager

DIST.	STREET	FROM	TO	Fun. Class	SY	CL MI.	COST
FISCAL YEAR: 2003							
APPLICATION: 11							
1	RUIZ	ZARZAMORA	21ST	L	14,824	0.70	\$118,096
2	RITTIMAN	IH 35	FRATT	MA	22,361	0.61	\$178,142
3	NEWBRAUNFELS	HOT WELLS	SOUTHCROSS	MA	19,325	0.78	\$153,950
5	BARCLAY	US 90	CERALVO	L	4,333	0.25	\$34,522
6	MILITARY	CASTLE RIDGE	SH 151	MA	15,031	0.61	\$119,747
6	TIMBER PATH	HIDDEN CREST	LES HARRISON	C	2,733	0.16	\$21,775
7	WILSON	WOODLAWN	DONALDSON	C	13,272	0.63	\$105,732
8	WURZBACH	MEDICAL	FREDERICKSBURG	MA	29,307	1.09	\$233,475
9	BASSE	FORESTSHIRE	JONES-MALTSBERGE	MA	15,664	0.35	\$124,791
9	BITTERS	BLANCO	DOE CREST	L	30,213	0.94	\$240,695
9	JONES MALTSBERGER	OBLATE	BASSE	L	11,664	0.41	\$92,921
9	JONES-MALTSBERGER	BASSE	US 281	MA	11,663	0.32	\$92,913
10	THOUSAND OAKS	UHR LN	SCHERTZ RD.	PA	39,652	0.99	\$315,885
							\$1,832,642.72

APPLICATION LEGEND

CONTRACT APPLICATIONS			CITY - FORCE APPLICATIONS	
1 - Asphalt Overlay	4 - Micro-Surface	11 - Asphalt Recycling and Overlay	7 - Chip Seal Coat	10 - Asphalt Overlay
2 - Base Pavement Repair	5 - Slurry Seal	14 - VIA - Local Assistance Program	8 - Rehabilitation	12 - Base and Pavement Repair
3 - Chip Seal Coat	6 - Rehabilitation		9 - Crack Seal	13 - Full Depth Reclaimatio

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
ASPHALT RECYCLING
AND OVERLAY - 2003
IN SAN ANTONIO, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that Bidder has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that Bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Director of Public Works as therein set forth.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is understood and agreed that the work is to be completed in full in sixty working days.

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

FIVE per cent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the accepted. It is hereby agreed that the Bidder may, at any time prior to opening of the bids withdraw this Proposal without penalty; it is also agreed that if Bidder shall, at any time after opening of bids, withdraw this Proposal or if this Bid is accepted and Bidder shall fail to execute the written contract and furnish satisfactory bond, within twenty (20) days after the date of transmittal of the contract documents by Owner to Contractor, the City of San Antonio shall, in any of such events, be entitled and is hereby given the right to retain said Bid Guaranty as liquidated damages. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

In the event of the award of a contract to the undersigned, the undersigned will execute same on Standard Form City construction Contract and make bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, and to insure and guarantee the work until final completion and acceptance or the end of the guarantee period where so stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

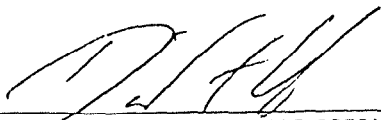
The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Director of Public Works.

**PROPOSAL SHEET
FOR
ASPHALT RECYCLING
AND OVERLAY - 2003**

PAGE 1 OF 4

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (WRITTEN IN WORDS)	EXTENSION UNIT PRICE X QUANTITY (IN FIGURES)
103.1	LF 1,404	REMOVAL CONCRETE CURB FOR THREE DOLLARS AND FIFTY CENTS PER UNIT	\$4,914.00
103.2	SF 230	REMOVAL SIDEWALS AND DRIVEWAYS FOR THREE DOLLARS AND NO CENTS PER UNIT	\$690.00
205.C	TON 15,322	HOT MIX ASPHALTIC PAVEMENT TYPE "D" FOR TWENTY-EIGHT DOLLARS AND FIFTY CENTS PER UNIT	\$436,677.00
230.B	SY 7,775	REPLACING BASE AND PVMT., WITH ASPHALT TREATED BASE AND PVMT., (6" COMP DEPTH) FOR NINETEEN DOLLARS AND NO CENTS PER UNIT	\$147,725.00
230.C	SY 6,125	REPLACING BASE AND PVMT., WITH ASPHALT TREATED BASE AND PVMT., (8" COMP DEPTH) FOR TWENTY-FOUR DOLLARS AND NINETY-EIGHT CENTS PER UNIT	\$153,002.50
230.D	SY 3,250	REPLACING BASE AND PVMT., WITH ASPHALT TREATED BASE AND PVMT., (12" COMP DEPTH) FOR TWENTY-SEVEN DOLLARS AND THIRTY-FOUR CENTS PER UNIT	\$88,855.00
240	CY 2,240	MILLING OF ASPHALTIC PAVEMENT FOR NINE DOLLARS AND NO CENTS PER UNIT	\$20,160.00

BIDDER'S SIGNATURE


 DAVID F. CLARK - VICE PRESIDENT

**PROPOSAL SHEET
FOR
ASPHALT RECYCLING
AND OVERLAY - 2003**

PAGE 2 OF 4

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (WRITTEN IN WORDS)	EXTENSION UNIT PRICE X QUANTITY (IN FIGURES)
245.1	GAL 23,005	REJUVENATING AGENT FOR ONE DOLLARS AND SIXTY-FIVE CENTS PER UNIT	\$37,958.25
245.2	SF 230,048	HEATING-SCARIFYING AND REPAVING OF EXISTING ASPHALTIC CONCRETE SURFACE FOR TWO DOLLARS AND NO CENTS PER UNIT	\$460,096.00
500	LF 1,404	CONCRETE CURBING FOR THIRTEEN DOLLARS AND NO CENTS PER UNIT	\$18,252.00
502.1	SY 1,993	CONCRETE SIDEWALKS FOR THIRTY-EIGHT DOLLARS AND TWENTY-FIVE CENTS PER UNIT	\$76,232.25
512.1	EA 114	ADJUSTING EXISTING MANHOLES FOR THREE HUNDRED DOLLARS AND NO CENTS PER UNIT	\$34,200.00
515	CY 35	TOP SOIL FOR EIGHT DOLLARS AND FIFTY CENTS PER UNIT	\$297.50
516	SY 780	SODDING FOR FIVE DOLLARS AND TEN CENTS PER UNIT	\$3,978.00
535.A	LF 38,583	4" WIDE WHITE LINE FOR NO DOLLARS AND FIFTY-FIVE CENTS PER UNIT	\$21,220.65

BIDDER'S SIGNATURE


 DAVID F. CLARK - VICE PRESIDENT

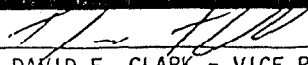
PROPOSAL SHEET FOR ASPHALT RECYCLING AND OVERLAY - 2003

PAGE 3 OF 4

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (WRITTEN IN WORDS)	EXTENSION UNIT PRICE X QUANTITY (IN FIGURES)
535.B	LF 27,213	4" INCH WIDE YELLOW LINE FOR _____ NO _____ DOLLARS AND _____ FIFTY-FIVE _____ CENTS PER UNI	\$14,967.15
535.F	LF 3,668	16" WIDE WHITE LINE FOR _____ THREE _____ DOLLARS AND _____ FIFTY _____ CENTS PER UNIT	\$12,838.00
535.G	LF 1,484	24" WIDE WHITE LINE FOR _____ FIVE _____ DOLLARS AND _____ NO _____ CENTS PER UNIT	\$7,420.00
535.I	EA 42	LEFT WHITE ARROW FOR _____ SEVENTY-FIVE _____ DOLLARS AND _____ NO _____ CENTS PER UNIT	\$3,150.00
535.L	EA. 33	WORD "ONLY" FOR _____ EIGHTY-FIVE _____ DOLLARS AND _____ NO _____ CENTS PER UNIT	\$2,805.00
537.A	EA 5,445	TRAFFIC BUTTON (TYPE W) FOR _____ ONE _____ DOLLARS AND _____ SIXTY-FIVE _____ CENTS PER UNIT	\$8,984.25
537.B	EA 7,718	TRAFFIC BUTTON (TYPE Y) FOR _____ ONE _____ DOLLARS AND _____ FIFTY-FIVE _____ CENTS PER UNIT	\$11,962.90
537.C	EA 685	TRAFFIC BUTTON (TYPE I-C) FOR _____ THREE _____ DOLLARS AND _____ NO _____ CENTS PER UNIT	\$2,055.00

PROPOSAL SHEET FOR

BIDDER'S SIGNATURE

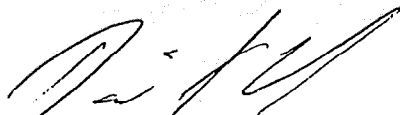

 DAVID F. CLARK - VICE PRESIDENT

ASPHALT RECYCLING AND OVERLAY - 2003

PAGE 4 OF

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (WRITTEN IN WORDS)	EXTENSION UNIT PRICE X QUANTIT (IN FIGURES)
537.E	EA 967	TRAFFIC BUTTON (TYPE II A-A FOR THREE DOLLARS AND NO CENTS PER UNIT	\$2,901.00
634.B	LF 7,000	LINEAR FEET OF SAWCUT FOR FOUR DOLLARS AND NINETY CENTS PER UNIT	\$34,300.00
702	EA 124	ADJUSTING EXISTING WATER VALVES FOR FORTY DOLLARS AND NO CENTS PER UNIT	\$4,960.00

BIDDER'S SIGNATURE



DAVID F. CLARK - VICE PRESIDENT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Bidder is:

☐ An individual proprietorship:

☐ A partnership composed of _____
_____ and _____

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

CLARK CONSTRUCTION CO., INC.

(Name of Bidder)

By: [Signature]

DAVID F CLARK (Signature)

12/18/02

Date

ATTEST:

Carol R. Irvin

CAROL R IRVIN - SECRETARY

VICE PRESIDENT

(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): ONE MILLION SIX HUNDRED TEN THOUSAND

SIX HUNDRED ONE DOLLARS AND FORTY-FIVE CENTS

\$ 1,610,601.45

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

CLARK CONSTRUCTION CO., INC.

Company's Name

(210) 661-6785

Telephone No.

5140 GIBBS SPRAWL ROAD

Address

(210) 661-6421

Fax No.

SAN ANTONIO, TEXAS

City & State

78219-1199

Zip Code

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

PROJECT NAME: ASPHALT RECYCLING AND OVERLAY - 2003

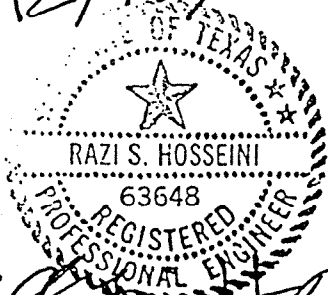
DATE: December 10, 2002

ADDENDUM NO. 1

This addendum shall be included in and be considered part of the Plans and Specifications for the above named project. The contractor shall be required to sign an acknowledgment of the receipt of this Addendum at the time he receives it.

1. Envelope No. 1: Bid Proposal, Form 9-12 (Rev. Feb. 1970) and Proposal to the City of San Antonio, shall be omitted and replaced with new Bid Proposal, Form 9-12 (Rev. Feb. 1970) and Proposal to the City of San Antonio and be included in the original plans.
2. Construction Plans: Page 3 of 34 and 7 of 34, shall be omitted and replaced with attached copy of revised pages 3 of 34 thru 7 of 34 and included in the original plans.
3. Specification Book: WDC-1 - Working Days have changed from 60 (Sixty) Working Days to 75 (Seventy Five) Working Days.

12/13/02



Razi S. Hosseini

DFC

END OF ADDENDUM

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

PROJECT NAME: ASPHALT RECYCLING AND OVERLAY - 2003

DATE: December 16, 2002

ADDENDUM NO. 2

This addendum shall be included in and be considered part of the Plans and Specifications for the above named project. The contractor shall be required to sign an acknowledgment of the receipt of this Addendum at the time he receives it.

1. Envelope No. 1: Bid Proposal, Form 9-12 (Rev. Feb. 1970) and Proposal to the City of San Antonio, sheets 1 of 4 thru 4 of 4 Addendum No. 1 shall be omitted and replaced with new sheets 1 of 4 thru 4 of 4 Addendum No. 2 and be included in the original plans.

DFC

END OF ADDENDUM

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS
FIELD ALTERATION REQUEST

Date February 20, 2003

Field Alteration No. 1

Project Name (as shown on the Work Project Authorization):
2003 Asphalt Recycling and Overlay

The revision or amendment described below to the work originally or previously specified is hereby requested, including all changes in cost. (Describe work to be added or deleted. Attach revised plan sheet affected or drawings as required):
Adjust quantities to reflect current field conditions and modify Pay Item 245.2 - Heating, scarifying and repaving of existing asphaltic concrete surface unit of measure in proposal sheet only from SF to SY. Quantity does not change and this Field Alteration does not result in a cost impact.

Justification for proposed alteration (description in detail as to why this work is to be added or deleted - use attachments if necessary. Increase in quantities expended due to scope modifications. Additional quantities are provided to compensate for increased pavement repair and expansive soil effects resulting in additional milling. This Field Alteration will improve the quality of work to be performed. This Field Alteration also corrects a typographical error in proposal sheet only for Pay Item 245.2 unit of measure.

Resulting change in contract cost by this Field Alteration: \$21,731.12 ☒ Increase
And ☐ Decrease (attach summary)

Resulting change in construction contingency by this Field Alteration: \$0 ☐ Increase
☒ Decrease (attach summary)

Resulting in an: ☒ Increase of 0 ☒ Working Days (To be negotiated by the Contractor and the City).
☐ Decrease ☐ Calendar

Requested by:

Armando A. Aranda, Jr.
City, Consulting Engineer/Architect, Other
(Please specify)

Clark Construction, Company, Incorporated
Contractor (type in full name)

By: _____
(Signature of authorized representative)
Title: _____

RECOMMENDED:

Armando A. Aranda, Jr. Date
Consultant (Project Eng/Arch Only)

Other if required; i.e., City Dept., SAWS, etc. Date

City of San Antonio
Firm Name

Walter Childs, Construction Inspection Manager Date

Jose M. Martinez, Jr. Date
Fiscal Officer

William E. Krause Date
Capital Programs Manager

APPROVED:

Terry M. Brechtel Date:
City Manager

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

FOR CITY USE ONLY:

Professional Services Fees for this Field Alteration are: <input type="checkbox"/> eligible <input checked="" type="checkbox"/> Ineligible	
Original Contract Amt.	\$1,610,601.45
Previous Approved FAs	\$ 0.00
This Field Alteration	\$ 21,731.12
Total Field Alterations	\$ 21,731.12
Total	\$1,632,332.57
Const. Contg. Fund	\$ 161,060.15
Previous Approved FA	\$ 0.00
This Field Alteration	\$ 0.00
Total Field Alterations	\$ 0.00
Balance	\$ 161,060.15

PROJECT: Asphalt Recycling and Overlay 2003

CONTRACTOR: Clark Construction, Co., Inc.

ENGINEER: Armando A. Aranda, Jr.

Date: February 20, 2003

Attachment to Field Alteration #1

Description	Unit	Base Award			Field Alteration 1		Revised Totals	
		Unit Bid	Quantity	Total	Quantity	Total	Quantity	Total
Removal Concrete Curb	LF	\$3.50	1404	\$4,914.00		\$-	1,404	\$4,914.00
Removal Sidewalks and Driveways	SF	\$3.00	230	\$690.00		\$-	230	\$690.00
Hot Mix Asphaltic Pavement, Type "D"	TON	\$28.50	15322	\$436,677.00		\$-	15,322	\$436,677.00
Replacing Base and Pavement, 6" Comp. Depth	SY	\$19.00	7775	\$147,725.00	1,167	\$22,173.00	8,942	\$169,898.00
Replacing Base and Pavement, 8" Comp. Depth	SY	\$24.98	6125	\$153,002.50	919	\$22,956.62	7,044	\$175,959.12
Replacing Base and Pavement, 12" Comp. Depth	SY	\$27.34	3250	\$88,855.00	325	\$8,885.50	3,575	\$97,740.50
Milling of Asphaltic Pavement	CY	\$9.00	2240	\$20,160.00	224	\$2,016.00	2,464	\$22,176.00
Rejuvenating Agent	GAL	\$1.65	23005	\$37,958.25		\$-	23,005	\$37,958.25
Heating - Scarifying and Repaving of Existing Asphaltic Concrete Surface	SY	\$2.00	230,048	\$460,096.00		\$-	230,048	\$460,096.00
Concrete Curbing	LF	\$13.00	1,404	\$18,252.00		\$-	1,404	\$18,252.00
Concrete Sidewalks	SY	\$38.25	1,993	\$76,232.25		\$-	1,993	\$76,232.25
Adjusting Existing Manholes	EA	\$300.00	114	\$34,200.00		\$-	114	\$34,200.00
Top Soil	CY	\$8.50	35	\$297.50		\$-	35	\$297.50
Sodding	SY	\$5.10	780	\$3,978.00		\$-	780	\$3,978.00
4 inch wide yellow line	LF	\$0.55	38,583	\$21,220.65		\$-	38,583	\$21,220.65
1 inch wide white line	LF	\$0.55	27,213	\$14,967.15		\$-	27,213	\$14,967.15
16 inch wide white line	LF	\$3.50	3,668	\$12,838.00		\$-	3,668	\$12,838.00
24 inch wide white line	LF	\$5.00	1,484	\$7,420.00		\$-	1,484	\$7,420.00
LEFT WHITE ARROW	EA	\$75.00	42	\$3,150.00		\$-	42	\$3,150.00
WORD "ONLY"	EA	\$85.00	33	\$2,805.00		\$-	33	\$2,805.00
Traffic Button (Type W)	EA	\$1.65	5,445	\$8,984.25		\$-	5,445	\$8,984.25
Traffic Button (Type Y)	EA	\$1.55	7,718	\$11,962.90		\$-	7,718	\$11,962.90
Traffic Button (Type I-C)	EA	\$3.00	685	\$2,055.00		\$-	685	\$2,055.00
Traffic Button (Type II A-A)	EA	\$3.00	967	\$2,901.00		\$-	967	\$2,901.00
Sawcut	LF	\$4.90	7,000	\$34,300.00	(7,000.00)	\$(34,300.00)	0	\$-
Adjusting Existing Water Valves	EA	\$40.00	124	\$4,960.00		\$-	124	\$4,960.00
		TOTAL		\$1,610,601.45	TOTAL	\$21,731.12	TOTAL	\$1,632,332.57
		Contingency		\$161,060.15	Contingency	\$-	Contingency	\$161,060.15
		Advertising		\$750.00	Advertising	\$-	Advertising	\$750.00
		Printing		\$500.00	Printing	\$-	Printing	\$500.00
		VIVDS by COSA		\$38,000.00	VIVDS by COSA	\$-	VIVDS by COSA	\$38,000.00
		GRAND TOTAL		\$1,810,911.60	GRAND TOTAL	\$21,731.12	GRAND TOTAL	\$1,832,642.72

***** End of Field Alteration #1

THE CITY OF SAN ANTONIO

WORKING DAY

CONTRACT
(Standard Form)

THIS AGREEMENT made the 20th day of February in the year Two Thousand Three (2003)
by and between Clark Construction Company, Inc., hereinafter called the "Contractor", and the
City of San Antonio, Texas, hereinafter called the "City or the "Owner".

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

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

ASPHALT RECYCLING AND OVERLAY - 2003 STREET MAINTENANCE PROJECT

Prepared by Public Works Department, acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in SEVENTY-FIVE (75) WORKING DAYS. For each Working Day that any Work is not completed after the expiration of Working Days stated above, plus any Extended Working Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
\$1,000,001 or Over	\$350.00
\$ 750,001 to \$1,000,000	\$300.00
\$ 500,001 to \$ 750,000	\$250.00
\$ 250,001 to \$ 500,000	\$200.00
\$ 100,001 to \$ 250,000	\$150.00
\$ 50,001 to \$ 100,000	\$100.00
\$ 0 to \$ 50,000	\$ 50.00

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

Materials: SEVEN HUNDRED THIRTY-ONE THOUSAND, FIVE HUNDRED EIGHTY SIX Dollars (\$ 731,586.00)

Services: EIGHT HUNDRED SEVENTY NINE THOUSAND, FIFTEEN AND 45/100 Dollars (\$ 879,015.45)

Total: ONE MILLION, SIX HUNDRED TEN THOUSAND, SIX HUNDRED ONE AND
45/100 Dollars (\$1,610,601.45)

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

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

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

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

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

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

CITY OF SAN ANTONIO

By: _____
City Manager DWY

T.W. 2/14/03

ATTEST:

City Clerk

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

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

(Seal if Agreement is with Corporation)

CLARK CONSTRUCTION COMPANY, INC.

Contractor

ATTEST:

BY:

David F. Clark

Secretary

VICE PRESIDENT

Title

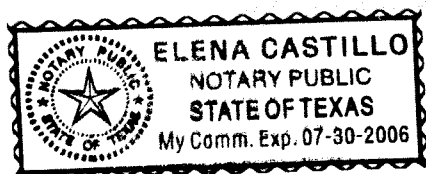
STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 13th day of February 2003
by David F. Clark, Vice President of Clark Construction Co., Inc.
Illas Corporation on behalf of said Company.

Elena Castillo
NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo
NOTARY'S PRINTED SIGNATURE



7-30-2006
MY COMMISSION EXPIRES: