

AGENDA ITEM NO. **25**

**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: Micro-Surface- 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 \$1,647,779.60 payable to Clark Construction Company, Inc., a non-MBE, authorizes \$164,777.96 for miscellaneous construction contingency expenses, \$750.00 payable for advertising expenses, \$500.00 for printing and reproduction expenses, and approves Field Alteration No. 1 in the amount of \$64,513.00, in connection with the Micro-Surface- 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 Micro-Surface- 2003 Street Maintenance project consists of applying a micro-surface treatment to provide for a smoother and safer vehicle-riding surface as well as to extend the life of the streets by an average of seven (7) 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.

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. 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 three (3) bidders responding. The bids are as follows:

CONTRACTOR	BID
Clark Construction Co., Inc.	\$1,647,779.60
San Antonio Constructors	\$1,996,401.20
J.D. Ramming Paving	Non-Responsive

The bid proposal submitted by J.D. Ramming Paving is considered a non-responsive bid because their bid reflected Addendum #1 instead of Addendum #2 and failure to complete the required forms as stated in the Standard 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 \$32,500.00 (2%) of this construction contract to MBE firms. The contract provided for ninety (90) working days or approximately five (5) 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 \$1,878,320.56 are available from Street Maintenance and Improvements funds to be authorized payable as follows:

\$1,647,779.60	Payable to Clark Construction Co., Inc. for construction expenses
\$ 64,513.00	Field Alteration No. 1, increase to construction expenses
\$ 164,777.96	Payable for miscellaneous construction contingency expenses
\$ 750.00	Payable for advertising expenses

\$ 500.00

Payable for printing and reproduction expenses

COORDINATION

This request for ordinance has been coordinated with the Office of Management and Budget, Economic Development Department, and the City Attorney's Office.

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

Melissa Byrne Vosmer
Melissa Byrne Vosmer
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: 4							
1	BREEDEN	CLOWER	MARIPOSA	L	5,200	0.30	\$27,990
1	DEWHURST	ADRIAN	LOOP 410	L	10,090	0.57	\$54,311
1	PANDA	ADRIAN	LOOP 410	L	13,153	0.75	\$70,800
2	GOLDLEAF	SPRING OAK	CUL DE SAC	L	703	0.04	\$3,786
2	GREEN VALLEY	GEMBLER	DEAD END	L	7,356	0.31	\$39,592
2	KING KREST	MANHATTAN	GREEN VALLEY	L	5,600	0.32	\$30,143
2	KNOTTY KNOLL	RED STONE	SPRING OAK	L	1,400	0.08	\$7,536
2	LONG LEAF	WILD OAK	SILVER LAKE	L	1,300	0.07	\$6,997
2	LONG LEAF	KING KREST	SEA BROOK	L	833	0.05	\$4,486
2	MANHATTAN	GEMBLER	KING KREST	L	4,200	0.24	\$22,607
2	RED STONE	SAND LEDGE	GREEN VALLEY	L	4,000	0.23	\$21,531
2	RED STONE	YELLOW WOOD	KNOTTY KNOLL	L	1,800	0.10	\$9,689
2	ROCK DALE	WWW WHITE	SAND LEDGE	L	2,067	0.09	\$11,124
2	SAND LEDGE	WILD OAK	RED STONE	L	4,550	0.26	\$24,491
2	SEA BROOK	YELLOW WOOD	SAND LEDGE	L	6,717	0.38	\$36,153
2	SEA BROOK	LONG LEAF	MANHATTAN	L	2,167	0.12	\$11,662
2	SILVER LAKE	WILD OAK	GREEN VALLEY	L	3,250	0.18	\$17,494
2	SILVER LAKE	LONG LEAF	MANHATTAN	L	1,950	0.11	\$10,496
2	SILVER LAKE	WILD OAK	YELLOW WOOD	L	5,864	0.34	\$31,566
2	SPRING OAK	GREEN VALLEY	RED STONE	L	3,250	0.18	\$17,494
2	SPRING OAK	GREEN VALLEY	DEAD END	L	2,800	0.16	\$15,071
2	WILD OAK	SAND LEDGE	YELLOW WOOD	L	5,758	0.34	\$30,994
2	WILD OAK	GREEN VALLEY	SAND LEDGE	L	3,033	0.17	\$16,327
2	WILD OAK	MANHATTAN	LONG LEAF	L	1,950	0.11	\$10,496
2	YELLOW WOOD	WILD OAK	SILVER LAKE	L	830	0.05	\$4,468
2	YELLOW WOOD	SPRING OAK	RED STONE	L	2,250	0.13	\$12,111
2	YELLOW WOOD	KING KREST	SEA BROOK	L	833	0.05	\$4,486
3	CHANDLER	W. W. WHITE	DEAD END	L	12,707	0.72	\$68,396
3	DEXIRED	WILD PLUM	ARLITT	L	6,677	0.38	\$35,938
5	CHIHUAHUA	BRAZOS	ZARZAMORA	L	11,913	0.68	\$64,125
5	CIBOLO	GUADALUPE	COLIMA	L	813	0.06	\$4,378
5	COLIMA	ZARZAMORA	SAN JACINTO	L	11,187	0.64	\$60,214
5	LAMM	BAYLOR	LUBBOCK	L	1,583	0.09	\$8,523
5	MONTEZUMA	SAN JACINTO	ZARZAMORA	L	11,280	0.64	\$60,716
5	VERA CRUZ	ZARZAMORA	PINTO	L	11,437	0.65	\$61,560
6	CLIFFBRIAR	VALLEY DALE	ENCINO VILLAGE	L	9,956	0.53	\$53,587
7	COUNTRY BLUFF	HORN	COUNTRY FIELD	L	6,767	0.38	\$36,423
7	COUNTRY BREEZE	COUNTRY BLUFF	COUNTRY FLOWER	L	5,433	0.31	\$29,246
7	COUNTRY CROSS	DEAD END	COUNTRY HORN	L	933	0.05	\$5,024
7	COUNTRY ELM	COUNTRY GREEN	COUNTRY DAWN	L	2,083	0.12	\$11,214
7	COUNTRY FIELD	COUNTRY BLUFF	ABE LINCOLN	L	8,267	0.47	\$44,497
7	COUNTRY GREEN	COUNTRY ELM	COUNTRY ROSE	L	710	0.04	\$3,822
7	COUNTRY HAVEN	DEAD END	COUNTRY HORN	L	1,367	0.08	\$7,356
7	COUNTRY HILL	DEAD END	COUNTRY HORN	L	1,800	0.10	\$9,689
7	COUNTRY HORN	COUNTRY DAWN	HORN	L	6,950	0.39	\$37,409
7	COUNTRY LAWN	COUNTRY VISTA	COUNTRY HORN	L	2,117	0.12	\$11,393
7	COUNTRY ROSE	COUNTRY HORN	COUNTRY GREEN	L	1,737	0.10	\$9,348
7	COUNTRY SWAN	COUNTRY FIELD	COUNTRY BLUFF	L	4,500	0.26	\$24,222
7	COUNTRY VISTA	COUNTRY DAWN	COUNTRY LAWN	L	2,750	0.16	\$14,802
7	COUNTRY WAY	COUNTRY DAWN	DEAD END	L	511	0.02	\$2,751
7	RAMBLING TRAIL	HORN	TRAIL OAK	L	5,367	0.30	\$28,887

APPLICATION LEGEND

CONTRACT APPLICATIONS

1 - Asphalt Overlay	4 - Micro-Surface	11 - Asphalt Recycling and Overlay
2 - Base Pavement Repair	5 - Slurry Seal	14 - VIA - Local Assistance Program
3 - Chip Seal Coat	6 - Rehabilitation	

CITY - FORCE APPLICATIONS

7 - Chip Seal Coat	10 - Asphalt Overlay
8 - Rehabilitation	12 - Base and Pavement Repair
9 - Crack Seal	13 - Full Depth Reclamation

DIST.	STREET	FROM	TO	Fun. Class	SY	CL MI.	COST
FISCAL YEAR: 2003							
7	SANDY TRAIL	RAMBLING TRAIL	DEAD END	L	2,100	0.12	\$11,304
7	SPOTTED TRAIL	SANDY TRAIL	DEAD END	L	483	0.03	\$2,602
7	TRAIL MEADOW	RAMBLING TRAIL	DEAD END	L	633	0.04	\$3,409
7	TRAILWAY OAK	ABE LINCOLN	RAMBLING TRAIL	L	2,817	0.16	\$15,161
8	BENTWOOD	SHADOWBEND	GREEN ACRES	L	1,397	0.08	\$7,518
8	BLUEFIELD	BRIARDIGE	WINDLAKE	L	5,790	0.33	\$31,166
8	BOWDEN CROSS	RIVER WAY	RIVER NORTH	L	703	0.04	\$3,786
8	GREEN ACRES	BENTWOOD	BRIARGATE	L	2,640	0.15	\$14,210
8	GREEN ACRES	WINDLAKE	ROBIN HILL	L	2,917	0.17	\$15,699
8	GREY KNOLL	WOODCLIFF	CUL DE SAC	L	1,013	0.06	\$5,454
8	LEEWOOD	WOODCLIFF	CUL DE SAC	L	410	0.02	\$2,207
8	MAYWOOD	CALLAGHAN	WOODCLIFF	L	2,920	0.17	\$15,717
8	RIDGETOP	MAYWOOD	WOODCLIFF	L	2,347	0.13	\$12,631
8	RIVER NORTH	VANCE JACKSON	CUL DE SAC	L	4,700	0.27	\$25,298
8	RIVER PATH	RIVER RUN	RIVER STROLL	L	4,317	0.25	\$23,235
8	RIVER RUN	RIVER WAY	RIVER PATH	L	827	0.05	\$4,450
8	RIVER STROLL	RIVER WAY	RIVER PATH	L	1,003	0.06	\$5,401
8	RIVER WAY	VANCE JACKSON	RIVER STROLL	L	6,370	0.36	\$34,288
8	ROBIN HILL	GREEN ACRES	SHADOWBEND	L	1,217	0.07	\$6,549
8	ROBIN HILL	SHADY SPRINGS	BLUEFIELD	L	1,077	0.06	\$5,795
8	ROBIN HILL	WOODCLIFF	CUL DE SAC	L	1,507	0.09	\$8,110
8	ROBIN HILL	MOSSROCK	TAWNY OAK	L	1,860	0.11	\$10,012
8	SAGEHILL	PINEBROOK	BRIARGATE	L	2,257	0.13	\$12,147
8	SHADOW BEND	BRIARGATE	BENTWOOD	L	1,643	0.09	\$8,845
8	SHADOW BEND	WINDLAKE	ROBIN HILL	L	3,457	0.20	\$18,606
8	SHADY SPRINGS	CALLAGHAN	BRIARGATE	L	6,063	0.34	\$32,637
8	WHITE OAK	SHADY SPRINGS	WOODCLIFF	L	3,637	0.21	\$19,575
8	WINDLAKE	MOSSROCK	CUL DE SAC	L	9,787	0.56	\$52,678
10	CIMA LINDA	EL MEDRANO	LA QUINTA	L	1,333	0.08	\$7,177
10	COZUMEL	EL CHARRO	CUL-DE-SAC	L	1,783	0.10	\$9,599
10	DE LUNA	EL MARRO	LA HAYA	L	2,183	0.12	\$11,752
10	EL MARRO	LAS CAMPANAS	DE LUNA	L	6,433	0.37	\$34,628
10	EL MEDRANO	LAS CAMPANAS	CIMA LINDA	L	2,750	0.16	\$14,802
10	LA CUEVA	LAS CAMPANAS	CUL-DE-SAC	L	2,350	0.13	\$12,649
10	LA FONDA	LAS CAMPANAS	CUL-DE-SAC	L	1,567	0.09	\$8,433
10	LA HAYA	DE LUNA	EL CHARRO	L	2,017	0.11	\$10,855
10	LA POSITA	NACOGDOCHES	LA QUINTA	L	8,267	0.47	\$44,497
10	MIDDLE	DEAD END	ERIN	L	6,300	0.36	\$33,911
10	MONTE VERDE	JUDSON	DEAD END	L	710	0.04	\$3,822
10	OAK COUNTRY WAY	JUDSON	DEAD END	L	5,627	0.32	\$30,286
							\$1,878,320.56

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 Reclamation

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
MICRO-SURFACE – 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 TWENTY working days.

Accompanying this Proposal is a Bid Guaranty in the amount of FIVE PERCENT OF THE GREATEST AMOUNT BID Dollars (\$ 5% CAB) 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 MICRO-SURFACE - 2003

PAGE 1 OF 2

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (WRITTEN IN WORDS)	EXTENSION UNIT PRICE X QUANTITY (IN FIGURES)
205.C	TON 4,133	HOT MIX ASPHALT PAVEMENT "D" (LEVEL-UP) FOR FORTY DOLLARS AND NO CENTS PER UNIT	\$165,320.00
230.B	SY 28,890	REPLACING BASE AND PVMT. WITH ASPHALT TREATED BASE AND PVMT. (6" COMP. DEPTH) FOR SEVENTEEN DOLLARS AND NO CENTS PER UNIT	\$491,130.00
230.C	SY 3,925	REPLACING BASE AND PVMT. WITH ASPHALT TREATED BASE AND PVMT. (8" COMP. DEPTH) FOR TWENTY DOLLARS AND NO CENTS PER UNIT	\$78,500.00
240	CY 4,235	MILLING OF ASPHALT CONCRETE PAVEMENT FOR FIFTEEN DOLLARS AND NO CENTS PER UNIT	\$63,525.00
253.A	GAL 130,318	EMULSIFIED ASPHALT FOR TWO DOLLARS AND TWENTY CENTS PER UNIT	\$286,699.60
253.B	TON 3,644	AGGREGATE FOR ONE HUNDRED FORTY-FIVE DOLLARS AND NO CENTS PER UNIT	\$528,380.00
512.A	EA 78	ADJUST EXISTING MANHOLES FOR THREE HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS PER UNIT	\$29,250.00

PROPOSAL SHEET

BIDDER'S SIGNATURE

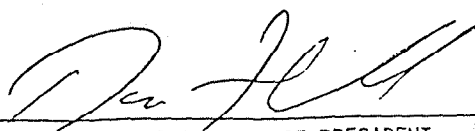
DAVID F. CLARK VICE PRESIDENT

**FOR
MICRO-SURFACE - 2003**

PAGE 2 OF 2

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (WRITTEN IN WORDS)	EXTENSION UNIT PRICE X QUANTITY (IN FIGURES)
535.F	LF 90	16" WIDE WHITE LINE FOR SEVEN DOLLARS AND FIFTY CENTS PER UNIT	\$675.00
535.G	LF 100	24" WIDE WHITE LINE FOR TEN DOLLARS AND NO CENTS PER UNIT	\$1,000.00
702	EA 33	ADJUSTING EXISTING WATER VALVE BOXES FOR ONE HUNDRED DOLLARS AND NO CENTS PER UNIT	\$3,300.00

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:

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 FORTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-NINE DOLLARS AND SIXTY CENTS

\$ 1,647,779.60

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: MICRO-SURFACE - 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: Pages 3 of 35 thru 9 of 35, shall be omitted and replaced with attached copy of revised pages 3 of 35 thru 9 of 35 and included in the original plans.
3. Specification Book: WDC-1 - Working Days have changed from 20 (Twenty) Working Days to 175 (One Hundred and Seventy Five) Working Days.

12/13/02

DPK



Razi Hosseini

END OF ADDENDUM

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

PROJECT NAME: MICRO-SURFACE - 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, sheet 2 of 2 Addendum No. 1 shall be omitted and replaced with new sheet 2 of 2 Addendum No. 2 and be included in the original plans.



END OF ADDENDUM

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS
FIELD ALTERATION REQUEST

February 20, 2003

Field Alteration No. 1

Project Name (as shown on the Work Project Authorization):
Micro-Surface 2003

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.

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.

Resulting change in contract cost by this Field Alteration: \$64,513.00 ☒ Increase
And ☐ Decrease (attach summary)

Resulting change in construction contingency by this Field Alteration: \$0 ☐ Increase
And ☒ 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)

City of San Antonio
Firm Name

Jose M. Martinez, Jr. Date
Fiscal Officer

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

Walter Childs, Construction Inspection Manager Date

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.	\$1,647,779.60	Const. Contg. Fund \$ 164,777.96
Previous Approved FAs	\$ 0.00	Previous Approved FA \$ 0.00
This Field Alteration	\$ 64,513.00	This Field Alteration \$ 0.00
Total Field Alterations	\$ 64,513.00	Total Field Alterations \$ 0.00
Total	\$1,712,292.60	Balance \$ 164,777.96

FORM PW 15

Attachment

PROJECT: Micro- Surface 2003

CONTRACTOR: Clark Construction, Co., Inc.

ENGINEER: Armando A. Aranda, Jr.

Date: February 20, 2003

Attachment to Field Alteration #1

Item	Description	Unit	Base Award			Field Alteration 1		Revised Totals	
			Unit Bid	Quantity	Total	Quantity	Total	Quantity	Total
205.C	HOT MIX ASPH. PVMT., TYPE "D", (Level-up)	TON	\$40.00	4,133	\$165,320.00	207	\$8,280.00	4,340	\$173,600.00
230.1B	Replacing Base & Pvmnt With ATB & Pvmnt (6" compacted depth)	SY	\$17.00	28,890	\$491,130.00	2,889	\$49,113.00	31,779	\$540,243.00
230.1C	Replacing Base & Pvmnt With ATB & Pvmnt (8" compacted depth)	SY	\$20.00	3,925	\$78,500.00	197	\$3,940.00	4,122	\$82,440.00
240	MILLING OF ASPHALTIC CONC. PAVEMENT, (Loose Vehicle Measurement)	CY	\$15.00	4,235	\$63,525.00	212	\$3,180.00	4,447	\$66,705.00
253.1	Emulsified Asphalt	Gal	\$2.20	130,318	\$286,699.60		\$-	130,318	\$286,699.60
253.2	Aggregate	Ton	\$145.00	3,644	\$528,380.00		\$-	3,644	\$528,380.00
512.1	Adjusting Existing Manholes	EA	\$375.00	78	\$29,250.00		\$-	78	\$29,250.00
535-F	16 inch wide white line	LF	\$7.50	90	\$675.00		\$-	90	\$675.00
535-G	24 inch wide white line	LF	\$10.00	100	\$1,000.00		\$-	100	\$1,000.00
702	Adjusting Existing Water Valves	EA	\$100.00	33	\$3,300.00		\$-	33	\$3,300.00
			TOTAL		\$1,647,779.60	TOTAL	\$64,513.00	TOTAL	\$1,712,292.60
			Contingency		\$164,777.96	Contingency	\$-	Contingency	\$164,777.96
			Advertising		\$750.00	Advertising	\$-	Advertising	\$750.00
			Printing		\$500.00	Printing	\$-	Printing	\$500.00
			GRAND TOTAL		\$1,813,807.56	GRAND TOTAL	\$64,513.00	GRAND TOTAL	\$1,878,320.56

***** End of Field Alteration #1

FORM PW 15

Attachment

PROJECT: Micro- Surface 2003

CONTRACTOR: Clark Construction, Co., Inc.

ENGINEER: Armando A. Aranda, Jr.

Date: February 20, 2003

Attachment to Field Alteration #1

Item	Description	Unit	Base Award			Field Alteration 1		Revised Totals	
			Unit Bid	Quantity	Total	Quantity	Total	Quantity	Total
205.C	HOT MIX ASPH. PVMT., TYPE "D", (Level-up)	TON	\$40.00	4,133	\$165,320.00	207	\$8,280.00	4,340	\$173,600.00
230.1B	Replacing Base & Pvmnt With ATB & Pvmnt (6" compacted depth)	SY	\$17.00	28,890	\$491,130.00	2,889	\$49,113.00	31,779	\$540,243.00
230.1C	Replacing Base & Pvmnt With ATB & Pvmnt (8" compacted depth)	SY	\$20.00	3,925	\$78,500.00	197	\$3,940.00	4,122	\$82,440.00
240	MILLING OF ASPHALTIC CONC. PAVEMENT, (Loose Vehicle Measurement)	CY	\$15.00	4,235	\$63,525.00	212	\$3,180.00	4,447	\$66,705.00
253.1	Emulsified Asphalt	Gal	\$2.20	130,318	\$286,699.60		\$-	130,318	\$286,699.60
253.2	Aggregate	Ton	\$145.00	3,644	\$528,380.00		\$-	3,644	\$528,380.00
512.1	Adjusting Existing Manholes	EA	\$375.00	78	\$29,250.00		\$-	78	\$29,250.00
535-F	16 inch wide white line	LF	\$7.50	90	\$675.00		\$-	90	\$675.00
535-G	24 inch wide white line	LF	\$10.00	100	\$1,000.00		\$-	100	\$1,000.00
702	Adjusting Existing Water Valves	EA	\$100.00	33	\$3,300.00		\$-	33	\$3,300.00
				TOTAL	\$1,647,779.60	TOTAL	\$64,513.00	TOTAL	\$1,712,292.60
				Contingency	\$164,777.96	Contingency	\$-	Contingency	\$164,777.96
				Advertising	\$750.00	Advertising	\$-	Advertising	\$750.00
				Printing	\$500.00	Printing	\$-	Printing	\$500.00
				GRAND TOTAL	\$1,813,807.56	GRAND TOTAL	\$64,513.00	GRAND TOTAL	\$1,878,320.56

***** 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:

MICRO-SURFACE - 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 ONE HUNDRED AND SEVENTY-FIVE (175) 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: NINE HUNDRED FIFTY THOUSAND, SIX HUNDRED SEVENTY TWO AND 15/100 Dollars, (\$ 950,672.15)

Services: SIX HUNDRED NINETY SEVEN THOUSAND, ONE HUNDRED SEVEN AND 45/100 Dollars, (\$ 697,107.45)

Total: ONE MILLION, SIX HUNDRED FORTY SEVEN THOUSAND, SEVEN HUNDRED SEVENTY-NINE AND 60/100 Dollars (\$1,647,779.60)

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 DW4

TW 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
David F. Clark

Secretary

VICE PRESIDENT

Title

STATE OF TEXAS)

COUNTY OF BEXAR)

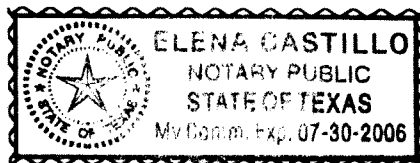
This instrument was acknowledged before me on this the 13th day of February, 2003
by David F. Clark, Vice-President of Clark Construction Co., Inc.
a Texas Corporation on behalf of said Company.

Elena Castillo

NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo

NOTARY'S PRINTED SIGNATURE



7-30-2006

MY COMMISSION EXPIRES: