

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

CONSENT AGENDA
ITEM NO. 16

TO: Mayor and City Council

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

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer, Andrew Martin, Peter Zaroni, Milo D. Nitschke, and file

SUBJECT: Medical Center Intersection Improvements, Phase II

DATE: June 10, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to execute a Development Agreement with the Medical Center Alliance (MCA), accepts the low responsive base bid in the amount of \$2,082,073.62, accepts Additive Alternate No. 1 in the amount of \$301,707.06, Additive Alternate Number 2 in the amount of \$389,442.61, the bid for SAWS water works construction in the amount of \$34,565.06, and awards a construction contract in the total amount of \$2,807,788.35 payable to Valemas, Inc., and authorizes \$150,000 for construction contingency expenses, for an overall total of \$2,957,788.35 in connection with the Medical Center Intersection Improvements, Phase II project, an authorized 2003-2007 General Obligation Street Improvement Bond project, located in Council District 8. Of the \$2,957,788.35 total amount, \$2,923,223.29 will be funded by General Obligations of the City, and \$34,565.06 will be funded by San Antonio Water System (SAWS).

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This project provides for intersection upgrades and installation of traffic signal systems at Floyd Curl and Medical Drive, Floyd Curl at Wurzbach Road, Floyd Curl at Louis Pasteur, and Medical Drive at University Hospital and will also provide the necessary SAWS adjustments. This project is scheduled to begin construction in June 2004 and to be completed by July 2005.

This ordinance authorizes the City Manager or her designee to execute a Development Agreement with the MCA, a group comprised of most major medical facilities in the Medical Center Area, whereby each party funds a portion of these intersection improvements.

Due to increased population and development, the City and the MCA have a joint interest in reducing traffic congestion in the Medical Center. The boundaries of the Medical Center are Fredericksburg Road to the north, Babcock Road to the south, Hamilton Wolfe Road to the east, and Louis Pasteur Drive to the west. A map of the area with the intersections designated for improvement is included herein as Attachment 1. Under this agreement, MCA will fund all engineering design and other consulting fees including construction oversight, will provide plans subject to City approval, and MCA will pay any cost overruns beyond allowable construction contingency up to a cap of \$75,000. Under the terms of this anticipated agreement, and in the interest of time, the City has solicited bids for construction. This ordinance will award the construction contract to Valemas, Inc. in the overall amount of \$2,807,788.35 and authorizes contingency expenses in the amount of \$150,000. The City will fund the construction costs and provide construction administration/ inspection.

This Project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in April 2004. In addition, the bid announcement was made on TVSA, through the SBEDA Office and Dodge Report. Plans were also available for review by potential bidders in the Public Works Office.

Bids for the Project were opened on May 19, 2004 with three (3) bidders responding. A matrix reflecting the outcome of the bid process is included herein as Attachment 2. Review of the base bid submitted by Valemas, Inc. revealed a transpositional error in the last line item that should have read \$856, rather than \$865. However, this error did not cause the total base bid amount to be miscalculated, and the amount of \$2,082,073.62 presented by Valemas, Inc. was confirmed by the Project Consultant as correct. Also, in review of the bid submitted by Valemas, Inc. for Additive Alternate No. 1, the Consultant discovered a mathematical error in one line item reducing the bid amount for Additive Alternate No. 1 by \$16,563.60, and revising the total bid amount for Additive Alternate No. 1 to \$301,707.06. A copy of the Proposal of Valemas, Inc. is included as Attachment 3 and the Consultant's Letter and Bid Tabulation Spreadsheet showing corrected figures are included as Attachment 4.

The Economic Development Department has reviewed and approved the Good Faith Effort Plan submitted by Valemas, Inc., an MBE. The contractor has committed that \$2,398,801 of the contract amount (84.93%) will be paid to MBE firms, and \$7,300 (0.2585%) will be paid to WBE firms for services provided. The Memorandum from the Economic Development Department is included herein as Attachment 5. The contract provides for three hundred sixty-five (365) calendar days to complete the project. Valemas, Inc. currently has two construction contracts with the City of San Antonio through the Public Works Department in the total amount of \$1,539,309, both of which are nearing completion. A current list of projects is included herein as Attachment 6.

POLICY ANALYSIS

This project is in accordance with the 2003 Bond Program approved in November 2003. This ordinance is also a declaration of the City's official intent to reimburse itself from the proceeds derived from the sale of the City of San Antonio, General Obligation Street Improvement Bonds and is also a continuation of City Council Policy to enter into public/private partnerships for infrastructure improvements in order to leverage funds and resources.

FISCAL IMPACT

The 2003 authorized Public Works capital improvements for the South Texas Medical Center Improvements has total approved Bond funds in the amount of \$1,625,000.

This is a one-time capital improvement expenditure within budget and included in the authorized 2003 Capital Improvements Bond Program. Funds in the amount of \$298,036.29 will be appropriated from authorized 2003-2007 General Obligation Street Improvement Bonds.

Of the total amount of \$2,957,788.35, as approved by Ordinance Number 99134, passed and approved on April 29, 2004, funds in the amount of \$85,000 are being provided from the University Physicians Group, and funds in the amount of \$37,500 are being provided by the University Hospital System for the installation of the signal at Medical Drive and the entrance to University Hospital. The Medical Center Alliance has also agreed to contribute funds in the amount of \$17,000 for the installation of the signal at that location. The City agreed to match these funds, and \$85,000 is being provided from the 2004 Signal Installation and Signal Upgrade Program, approved by Ordinance Number 99132 on April 29, 2004, and District 8 Neighborhood Access and Mobility Program (NAMP) funds in the amount of \$37,500 are also committed for the construction of the signal at this intersection. Funds for the remaining project costs in the amount of \$2,363,187.00 are available from Certificates of Obligation, funds in the amount of \$298,036.29 are available from 2003-2007 General Obligation Street Improvement Bond funds, and the amount of \$34,565.06 will be funded by San Antonio Water System (SAWS). These funds are authorized payable as follows:

\$ 2,807,788.35 payable to Valemas, Inc. for construction expenses

\$ 150,000.00 payable for miscellaneous construction contingency

COORDINATION


This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, the City Attorney's Office, the Medical Center Alliance, the University Physicians Group, and the University Health System.

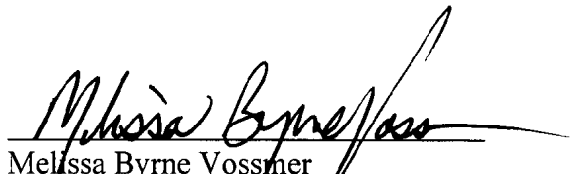
SUPPLEMENTARY COMMENTS

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


ATTACHMENTS

1. Project Map
2. Bid Tabulation
3. Proposal of Valemas, Inc.
4. Consultant's Letter and detailed Bid Tabulation
5. Economic Development Department Memorandum, dated March 1, 2004
6. Current Project List, Valemas, Inc.
7. Contract with Valemas, Inc.

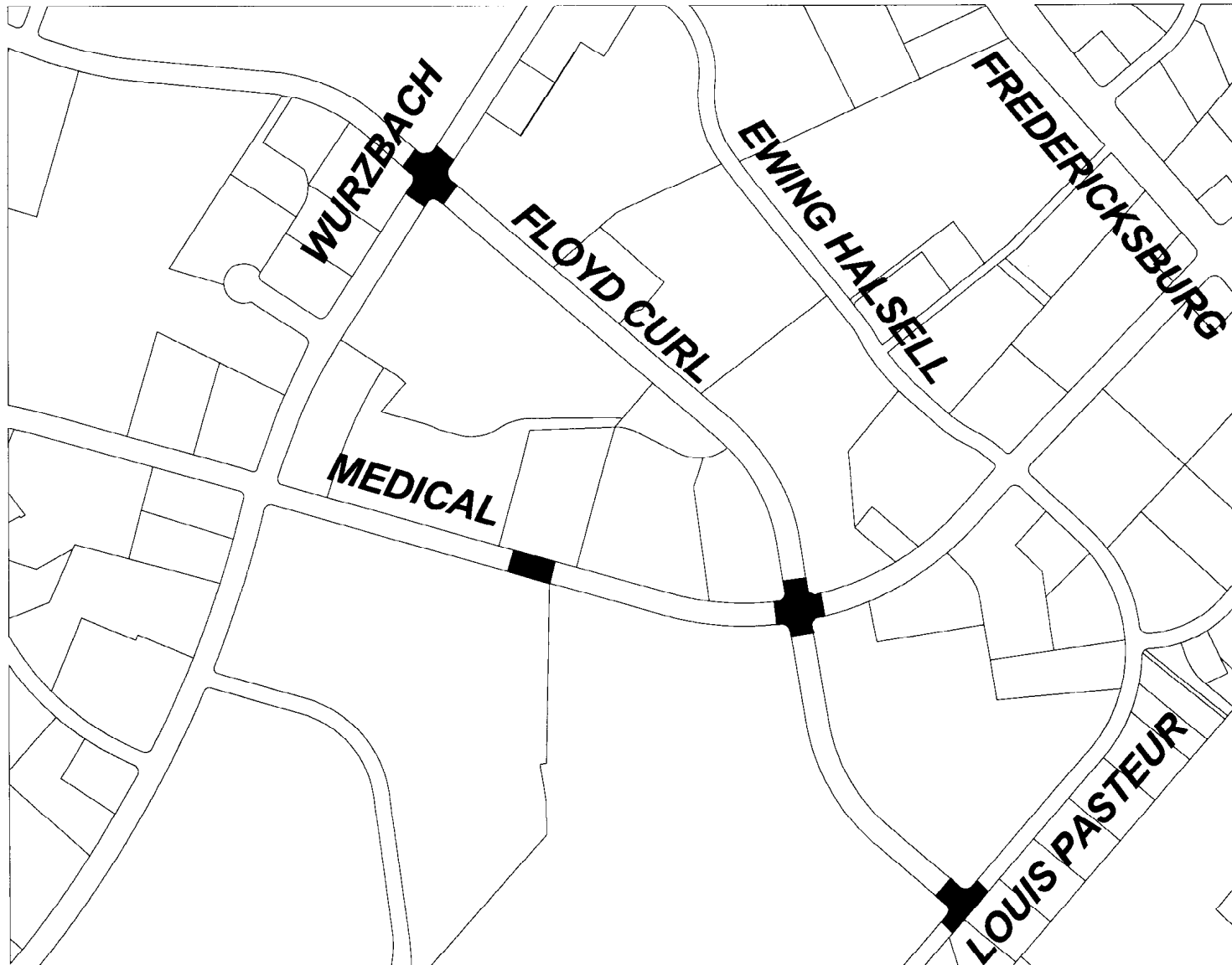

Thomas G. Wendorf, P.E.
Director of Public Works


Melissa Byrne Vossner
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

MEDICAL CENTER INTERSECTION IMPROVEMENTS: PHASE II



Medical Center Intersection Improvements

Phase II Bid Tabulation Sheet

Bid Opening: May 19, 2004

Bidder		Base Bid			Additive Alternate 1	Additive Alternate 2	Grand Total
		PW	Water	Total	PW	PW	
1	Valemas, Inc.	\$ 2,082,073.62	\$ 34,565.06	\$ 2,116,638.68	\$ 301,707.06	\$ 389,442.61	\$ 2,807,788.35
2	E-Z Bel Construction, LTD	\$ 2,400,447.50	\$ 40,073.00	\$ 2,440,520.50	\$ 304,420.00	\$ 386,934.00	\$ 3,131,874.50
3	Texas Sterling Construction, L.P.	\$ 2,350,110.50	\$ 28,573.00	\$ 2,378,683.50	\$ 389,682.80	\$ 455,540.00	\$ 3,223,906.30

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF

MEDICAL CENTER INTERSECTION IMPROVEMENTS
PHASE 2
ADDENDUM NO. 2
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 365
calendar
~~working~~ days.

Accompanying this Proposal is a Bid Guaranty in the amount of 5% G.A.B.

_____ Dollars (\$_____) said amount being

5% 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 Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder may, at any time prior to opening of the bids withdraw this Proposal without penalty; it is also agreed that if Bidder shall, at any time after opening of bids, 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.

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.

Raul H. Ramirez V.

(Name of Bidder)

By: [Signature] 05/19/04
(Signature) Date

ATTEST:

President

(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): Two Million eighty
two thousand seventy three dollars and sixty three
cents \$ 2,082,073.63

Alternates (if applicable):

- (1) 318,270.66 (3) _____
(2) 389,442.61 (4) _____

Valemas, Inc.

Company's Name

(210) 599-1876

Telephone No.

3435 Salado Creek Dr #101

Address

(210) 599-7209

Fax No.

San Antonio, Texas

City & State

78217

Zip Code

CITY OF SAN ANTONIO
MEDICAL CENTER INTERSECTION IMPROVEMENTS
PHASE 2
BID PROPOSAL
ADDENDUM NO. 2 to BASE BID

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ITEM NO.	APPROXIMATE QUANTITIES AND UNIT		DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
100	1	LS	Mobilization for <u>One hundred twenty three thousand fifty</u> Dollars and <u>Zero</u> Cents per Unit	123,050. ⁰⁰
100.1	1	LS	Insurance and Bond For <u>twenty four thousand seventy five</u> Dollars And <u>Zero</u> Cents per Unit	24,075. ⁰⁰
101	1	LS	Preparing Right-of-Way for <u>Nineteen thousand two hundred sixty</u> Dollars and <u>Zero</u> Cents per Unit	19,260. ⁰⁰
103.1	7,665	LF	Remove Concrete Curb (700 LF < xxxx LF < 10,000 LF) For <u>One</u> Dollars And <u>eighteen</u> Cents per Unit	9,044.70
104	8,082	CY	Street Excavation (Less than 10,000 CY) For <u>NINE</u> Dollars And <u>TEN</u> Cents per Unit	73,546.20
204.1	23,636	SY	One Course Surface Treatment for <u>ONE</u> Dollars and <u>Twenty Eight</u> Cents per Unit	30,254. ⁰⁸
205.1	21,943	SY	Hot Mix Asphalt Pavement Type D (2" comp. depth) for <u>Four</u> Dollars and <u>Eighty Eight</u> Cents per Unit	107,081.84
205.1	11,981	SY	Hot Mix Asphalt Pavement Type A (10" comp. depth) for <u>Twenty Three</u> Dollars and <u>Fifty four</u> Cents per Unit	282,032.74
xxx.x	485	SY	Conc (Class B) Base (10" Depth) for <u>Thirty Six</u> Dollars and <u>Thirty Eight</u> Cents per Unit	17,644.30

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208.1	16,955	SY	Salvaging, Hauling & Stockpiling Reclaimable Asphaltic Pavement 2" Depth for <u>Two</u> Dollars and <u>Fourteen</u> Cents per Unit	36,283.70
300.2	56	CY	Concrete Class "A" (Conc Flume)(Roadway) for <u>Four Hundred Fifty Four</u> Dollars and <u>Seventy five</u> Cents per Unit	25,466.00
300.2	8.5	CY	Concrete Class "B" (Flume Drain)(Sidewalk) for <u>Six Hundred ninety five</u> Dollars and <u>Fifty</u> Cents per Unit	5,911.75
500	1,094	LF	Concrete Curbing for <u>NINE</u> Dollars and <u>SIXTY THREE</u> Cents per Unit	10,535.22
501	6,083	LF	Machine Laid Curb for <u>FIVE</u> Dollars and <u>SIXTY Two</u> Cents per Unit	34,186.46
502.1	1,948	SY	Concrete Sidewalks (<1000 SY<xxxx< 10,000 SY) for <u>Twenty Six</u> Dollars and <u>FORTY Eight</u> Cents per Unit	51,583.04
502.1	674	SY	5" Conc Slab at Pavers for <u>Thirty Two</u> Dollars and <u>TEN</u> Cents per Unit	21,635.40
502.1	96	SY	Conc VIA Bus Stop for <u>Forty Two</u> Dollars and <u>EIGHTY</u> Cents per Unit	4,108.80
502.1	171	SY	5" Conc, Scored (Ped Xing and Sidewalk) for <u>Thirty Two</u> Dollars and <u>TEN</u> Cents per Unit	5,489.10
502.3	583	SY	Commercial Driveway for <u>Thirty Eight</u> Dollars and <u>Fifty two</u> Cents per Unit	22,457.16

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504.x	6,057	SF	Conc Pavers on 1" Sand Bed for <u>SEVEN</u> Dollars and <u>FORTY Four</u> Cents per Unit	45,064.08
506.1	240	LF	Conc Ret Wall with Sandblast Finish (3' Height) for <u>one hundred seventy eight</u> Dollars and <u>ten</u> Cents per Unit	42,744.00
506.1	45	LF	Conc Ret Wall with Sandblast Finish (6' Height) for <u>three hundred fifty eight</u> Dollars and <u>forty five</u> Cents per Unit	16,130.25
506.1	240	LF	Con Ret Wall Comb Type at Ped Xing for <u>twenty seven</u> Dollars and <u>eighty two</u> Cents per Unit	6,676.80
506.1	385	LF	Conc Ret Wall & Ramps (Non Intersection) for <u>twenty seven</u> Dollars and <u>eighty two</u> Cents per Unit	10,710.70
506.1	80	LF	Conc Ret Curb at Pavers for <u>twelve</u> Dollars and <u>eighty four</u> Cents per Unit	1,027.20
506.1	58	EA	New Letters at Sign Wall (Methodist Plaza) for <u>thirty one</u> Dollars and <u>ninety two</u> Cents per Unit	1,851.36
506.1	2	EA	New Logo Panels at Sign Wall (Methodist Plaza) for <u>one hundred eighty seven</u> Dollars and <u>twenty five</u> Cents per Unit	374.50
515	58	CY	Mulch @ Planting Beds (4 inches) for <u>fifty</u> Dollars and <u>eighty three</u> Cents per Unit	2,948.14
515	32	CY	Bed & Existing Tree (6 inches) for <u>fifty</u> Dollars and <u>eighty three</u> Cents per Unit	1,626.56

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516	4,010	SY	Bermuda Sodding for <u>two</u> Dollars and <u>forty six</u> Cents per Unit	9,864.60
516	1,090	SY	St. Augustine Sodding for <u>two</u> Dollars and <u>fifty one</u> Cents per Unit	2,735.90
516	2,605	EA	Groundcover (4 inch pots) for <u>one</u> Dollars and <u>thirty four</u> Cents per Unit	3,490.70
516	10	EA	Caliper Tree (4 inch) for <u>eight hundred fifty six</u> Dollars and <u>zero</u> Cents per Unit	8,560.00
516	5	EA	Mediterranean Fan Palm (15 Gal) for <u>one hundred sixty</u> Dollars and <u>fifty</u> Cents per Unit	802.50
516	14	EA	Mediterranean Fan Palm (5 Gal) for <u>thirty four</u> Dollars and <u>twenty four</u> Cents per Unit	479.36
516	10	EA	Oleander (15 Gal) for <u>seventy four</u> Dollars and <u>ninety</u> Cents per Unit	749.00
516	9	EA	Indian Hawthorn (15 Gal) for <u>seventy four</u> Dollars and <u>ninety</u> Cents per Unit	674.10
516	14	EA	Soft Leaf Yucca (5 Gal) for <u>twenty five</u> Dollars and <u>sixty eight</u> Cents per Unit	359.52
516	29	EA	New Gold Lantana (1 Gal) for <u>NINE</u> Dollars and <u>sixty three</u> Cents per Unit	279.27

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516	165	LF	Metal Edger for <u>two</u> Dollars and <u>fourteen</u> Cents per Unit	353.10
XXX.X	6	EA	Oak Tree Removal & Relocation for <u>nine thou. ninety five</u> Dollars and <u>zero</u> Cents per Unit	54,570.00
XXX.X	3	EA	Small Tree Removal & Relocation for <u>two thou three hundred fifty four</u> Dollars and <u>zero</u> Cents per Unit	7,062.00
XXX.X	4	EA	Palm Tree Removal & Relocation for <u>one thousand seventy</u> Dollars and <u>zero</u> Cents per Unit	4,280.00
530	1	LS	Barricades, Signs & Traffic Handling for <u>twelve thou. thirty seven</u> Dollars and <u>fifty</u> Cents per Unit	12,037.50
531.04	8	EA	R1-2 Yield for <u>one hundred eighty seven</u> Dollars and <u>twenty five</u> Cents per Unit	1,498.00
531.13	8	EA	R3-7 Left Lane Must Turn Left or Right Lane Must Turn Right for <u>one hundred eighty seven</u> Dollars and <u>twenty five</u> Cents per Unit	1,498.00
531.14	8	EA	R3-8 Lane Use Control for <u>two hundred eighty eight</u> Dollars and <u>ninety</u> Cents per Unit	2,311.20
531.17	8	EA	R4-7 Keep Right for <u>one hundred eighty one</u> Dollars and <u>ninety</u> Cents per Unit	1,455.20
531.xx	8	EA	R10-12 Left Turn Yield on Green for <u>two hundred eighty eight</u> Dollars and <u>ninety</u> Cents per Unit	2,311.20

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536.02	4,375	LF	4" Wide White Line (Less than 30,000 LF) for <u>one</u> Dollars and <u>fifty</u> Cents per Unit	6,562.50
536.07	1,616	LF	24" Wide White Line (More than 1500 LF) for <u>Eight</u> Dollars and <u>ninety nine</u> Cents per Unit	14,527.84
536.xx	10	EA	Yellow Curb at Median Nose for <u>one hundred forty nine</u> Dollars and <u>eighty</u> Cents per Unit	1,498.00
536.08	15	EA	Right White Arrow for <u>one hundred one</u> Dollars and <u>sixty five</u> Cents per Unit	1,524.75
536.09	18	EA	Left White Arrow for <u>one hundred one</u> Dollars and <u>sixty five</u> Cents per Unit	1,829.70
536.12	33	EA	Word "Only" for <u>one hundred sixty five</u> Dollars and <u>eighty five</u> Cents per Unit	5,473.05
537.1	520	EA	Traffic Button (Type W) for <u>two</u> Dollars and <u>forty six</u> Cents per Unit	1,279.20
542.00	3,305	LF	Temp Sediment Control Fence (Silt Fence) for <u>one</u> Dollars and <u>ninty two</u> Cents per Unit	6,345.60
543.00	40	SY	Construction Exit for <u>Seven</u> Dollars and <u>Seventy</u> Cents per Unit	308.00
546.00	20	LF	Gravel Filter Bags for <u>three</u> Dollars and <u>seventy five</u> Cents per Unit	75.00

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750	39	WK	Barricades, Signs & Traffic Handling (Special) for <u>nine hundred eighty four</u> Dollars and <u>forty</u> Cents per Unit	38,391.60
xxx.x	2	LS	Remove Exist Traffic Signal System (Complete) for <u>two thou. twenty two</u> Dollars and <u>thirty</u> Cents per Unit	4,044.60
xxx.x	2	LS	Temporary Traffic Signal System (Complete) for <u>eighty, two thou. five hun twenty nine</u> Dollars and <u>ten</u> Cents per Unit	165,058.20
xxx.x	2	EA	Traffic Signal System w/ Trombone Arms (Complete) for <u>two hundred thirty one thou four hundred</u> Dollars and <u>zero</u> Cents per Unit	462,882.00
xxx.x	1	EA	Spare Mast Arm (47 Ft) for <u>forty one thou. one hundred sixty two</u> Dollars and <u>ninety</u> Cents per Unit	41,162.90
xxx.x	11	EA	Wayfinding Sign (Complete) for <u>nine thousand six hundred thirty seven</u> Dollars and <u>zero</u> Cents per Unit	107,107.00
xxx.x	1	EA	Renovate & Relocate Exist CTRC Sign (Complete) for <u>Thirtv Thousand</u> Dollars and <u>No</u> Cents per Unit	\$30,000
xxx.x	1	EA	Salv & Relocate Sign & Lighting for <u>three thousand two hundred ten</u> Dollars and <u>zero</u> Cents per Unit	3,210.00
xxx.x	11	EA	Relocate Exist Small Signs for <u>ninety</u> Dollars and <u>ninety five</u> Cents per Unit	1,000.45

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XXX.X	1	EA	Landscape Irrigation System (New) for <u>twenty six thou. seven hun. fifty</u> Dollars and <u>zero</u> Cents per Unit	26,750.00
XXX.X	1	EA	Landscape Irrigation System (Repair) for <u>ten thou. seven hundred</u> Dollars and <u>zero</u> Cents per Unit	10,700.00
XXX.X	1	EA	Relocate Exist Sign & Lighting (Methodist Transplant Center)(Complete) for <u>three thousand three hundred seventeen</u> Dollars and <u>zero</u> Cents per Unit	3,317.00
XXX.X	4	EA	Galv Stl Bollards w/ Conc Fdn for <u>two hundred fourteen</u> Dollars and <u>zero</u> Cents per Unit	865.00

TOTAL ADDENDUM NO. 2 to BASE BID
(Written in Words)

(Figures)

Two Million Eighty two thousand seventy three and 2,082,073.62
sixty two/100

 President
Bidder's Signature & Title

Valemas, Inc.
Firm's Name (Type or Print)

3435 Salado Creek Dr #101, San Antonio, TX 78217
Firm's Address

CITY OF SAN ANTONIO
 MEDICAL CENTER INTERSECTION IMPROVEMENTS
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 ADDENDUM NO. 2 to ADDITIVE ALTERNATIVE NO. 1

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ITEM NO.	APPROXIMATE QUANTITIES AND UNIT		DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
100	1	LS	Mobilization For <u>TEN THOUSAND SEVEN HUNDRED</u> Dollars And <u>ZERO</u> Cents per Unit	10,700.00
100.1	1	LS	Insurance & Bond For <u>FIVE THOUSAND THREE HUNDRED FIFTY</u> Dollars And <u>ZERO</u> Cents per Unit	5,350.00
101	1	LS	Preparing Right of Way For <u>ONE THOUSAND FIFTY THREE</u> Dollars And <u>NINETY - FIVE</u> Cents per Unit	1,053.95
103.1	410	LF	Remove Concrete Curb (Less Than 700 LF) For <u>ONE</u> Dollars And <u>EIGHTEEN</u> Cents per Unit	483.80
204.1	1,835	SY	One Course Surface Treatment for <u>One</u> Dollars and <u>twenty eight</u> Cents per Unit	2348.80
205.1	1,835	SY	Hot Mix Asphalt Pavement Type D (2" comp. depth) for <u>For</u> Dollars and <u>eighty eight</u> Cents per Unit	8954.80
208.1	1,835	SY	Salvaging, Hauling & Stockpiling - Reclaimable Asphaltic Pavement 2" Depth for <u>Two</u> Dollars and <u>fraction</u> Cents per Unit	3926.90
501	410	LF	Machine Laid Curb for <u>At two five</u> Dollars and <u>in fraction six</u> Cents per Unit	2304.20

CITY OF SAN ANTONIO
MEDICAL CENTER INTERSECTION IMPROVEMENTS
PHASE 2
BID PROPOSAL
ADDENDUM NO. 2 to ADDITIVE ALTERNATIVE NO. 1

Page 2 of 4

502.1	171	SY	Concrete Sidewalks (<1000 SY) for <u>twenty six</u> Dollars and <u>forty eight</u> Cents per Unit	4528 ⁰⁸
502.1	83	SY	5" Conc Slab at Pavers for <u>thirty two</u> Dollars and <u>ten</u> Cents per Unit	2664 ³⁰
502.1	178	SY	Conc VIA Bus Stop for <u>forty two</u> Dollars and <u>nifty</u> Cents per Unit	7618 ⁴⁰
502.1	19	SY	5" Conc, Scored (Ped Xing and Sidewalk) for <u>thirty two</u> Dollars and <u>ten</u> Cents per Unit	609 ⁹⁰
504.x	750	SY	Conc Pavers on 1" Sand Bed for <u>sixty six</u> Dollars and <u>ninety three</u> Cents per Unit	50,197 ⁵⁰
506.1	95	LF	Conc Ret Wall @ Ped Xing for <u>twenty seven</u> Dollars and <u>eighty two</u> Cents per Unit	2642 ⁹⁰
516	155	SY	St. Augustine Sodding for <u>nine</u> Dollars and <u>thirty one</u> Cents per Unit	1443 ⁰⁵
530	1	LS	Barricades, Signs & Traffic Handling for <u>two thousand six hundred</u> Dollars and <u>zero</u> Cents per Unit	2675 ⁰⁰
546	70	LF	Gravel Filter Bags for <u>three</u> Dollars and <u>seventy five</u> Cents per Unit	262 ⁵⁰
536.02	90	LF	4" Wide White Line (Less than 30,000 LF) for <u>one</u> Dollars and <u>sixty one</u> Cents per Unit	144 ⁹⁰

CITY OF SAN ANTONIO
 MEDICAL CENTER INTERSECTION IMPROVEMENTS
 PHASE 2
 BID PROPOSAL
 ADDENDUM NO. 5 to ADDITIVE ALTERNATIVE NO. 1

Page 3 of 4

536.07	242	LF	24" Wide White Line (Less than 1500 LF) for <u>eight</u> Dollars and <u>ninety nine</u> Cents per Unit	2175 ⁵⁸
536.xx	1	EA	Yellow Curb at Median Nose for <u>one forty nine</u> Dollars and <u>eighty</u> Cents per Unit	149 ⁸⁰
536.08	1	EA	Right White Arrow for <u>one twelve</u> Dollars and <u>thirty five</u> Cents per Unit	112 ³⁵
536.09	1	EA	Left White Arrow for <u>one twelve</u> Dollars and <u>thirty five</u> Cents per Unit	112 ³⁵
537.1	36	EA	Traffic Button (Type W) for <u>four</u> Dollars and <u>sixty five</u> Cents per Unit	167 ⁴⁰
750	1	WK	Barricades, Signs & Traffic Handling (Special) for for <u>nine eighty four</u> Dollars and <u>four</u> Cents per Unit	984 ⁴⁰
xxx.x	1	LS	Remove Exist Traffic Signal System (Complete) for <u>one thousand three eighty</u> Dollars and <u>thirty</u> Cents per Unit	17,943 ⁹⁰
xxx.x	1	EA	Traffic Signal System w/Trombone Arms (Complete) for <u>one sixty six thousand five hundred</u> Dollars and <u>nine</u> Cents per Unit	166,566 ⁹⁰
xxx.x	2	EA	Wayfinding Sign (Compl) for <u>nine thousand seven hundred</u> Dollars and <u>zero</u> Cents per Unit	19,474 ⁰⁰
xxx.x	1	EA	Landscape Irrigation System (New) for <u>one thousand six hundred</u> Dollars and <u>zero</u> Cents per Unit	1605 ⁰⁰

CITY OF SAN ANTONIO
MEDICAL CENTER INTERSECTION IMPROVEMENTS
PHASE 2
BID PROPOSAL
ADDENDUM NO. 2 to ADDITIVE ALTERNATIVE NO. 1

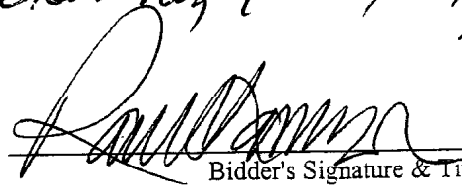
Page 4 of 4

xxx.x	1	EA	Landscape Irrigation System (Repair) for <u>One thousand seventy</u> Dollars and <u>Zero</u> Cents per Unit	1070 ⁰⁰
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TOTAL ADDENDUM NO. 2 to ADDITIVE ALTERNATIVE NO. 1
(Written in Words)

One thousand eight hundred and eighty six cents

(Figures)
\$ 318,270⁶⁶

 President
Bidder's Signature & Title

Valemas, Inc.
Firm's Name (Type or Print)

3435 Salado Creek Dr #101 San Antonio, TX 78217
Firm's Address

CITY OF SAN ANTONIO
MEDICAL CENTER INTERSECTION IMPROVEMENTS
PHASE 2
BID PROPOSAL
ADDENDUM NO. 5 to ADDITIVE ALTERNATIVE NO. 2

Page 1 of 5

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
101	<u>1</u> LS	Preparing Right of Way For <u>five hundred thirty two</u> Dollars And <u>zero</u> Cents per Unit	535 ⁰⁰
	2 EA	Tree and Stump Removal For <u>one eighty seven</u> Dollars And <u>twenty five</u> Cents per Unit	374 ⁵⁰
	2 EA	Tree Protection For <u>one thirty three</u> Dollars And <u>seventy five</u> Cents per Unit	267 ⁵⁰
103.1	464 LF	Remove Concrete Curb For <u>one</u> Dollars And <u>eighteen</u> Cents per Unit	547 ⁵⁰
104	350 CY	Street Excavation for <u>none</u> Dollars and <u>ten</u> Cents per Unit	385 ⁰⁰
204.1	657 SY	One Course Surface Treatment for <u>one</u> Dollars and <u>sixty one</u> Cents per Unit	1057 ⁷²
205.1	621 SY	Hot Mix Asphaltic Pavement, Type D (2" Compacted Depth)($<10,000$ SY) for <u>five</u> Dollars and <u>eight</u> Cents per Unit	3154 ⁶⁸
205.1	657 SY	Hot Mix Asphaltic Pavement, Type A (8" Compacted Depth)($<10,000$ SY) for <u>twenty three</u> Dollars and <u>fifty four</u> Cents per Unit	15465 ⁷⁸
xxx.x	42 SY	Conc (Class B) Base (10" Depth) for <u>thirty six</u> Dollars and <u>thirty eight</u> Cents per Unit	1527 ⁹⁶

CITY OF SAN ANTONIO
MEDICAL CENTER INTERSECTION IMPROVEMENTS
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208.1	480	SY	Salvaging, Hauling & Stockpiling Reclaimable Asphaltic Pavement 2" Depth for <u>two</u> Dollars and <u>fourteen</u> Cents per Unit	1027 ²⁰
501	470	LF	Machine Laid Curb for <u>five</u> Dollars and <u>sixty two</u> Cents per Unit	264 ⁴⁰
502.1	191	SY	Concrete Sidewalks for <u>twenty six</u> Dollars and <u>twenty two</u> Cents per Unit	5008 ⁰²
502.1	21	SY	5" Conc Slab @ Pavers for <u>thirty two</u> Dollars and <u>ten</u> Cents per Unit	674 ¹⁰
502.3	98	SY	Commercial Driveways for <u>thirty eight</u> Dollars and <u>fifty two</u> Cents per Unit	3774 ⁹⁶
504	5	SY	Concrete Medians & Islands for <u>thirty</u> Dollars and <u>fifty</u> Cents per Unit	152 ⁵⁰
504.x	182	SY	Conc Pavers on 1" Sand Bed for <u>sixty six</u> Dollars and <u>seventy three</u> Cents per Unit	12,181 ²⁶
506.1	78	LF	Conc Ret Wall Comb Type @ Ped Xing For <u>twenty seven</u> Dollars And <u>eighty two</u> Cents per Unit	2169 ⁹⁶
515	6	CY	Mulch @ Planting Beds (4 inches) for <u>fifty three</u> Dollars and <u>fifty</u> Cents per Unit	321 ⁰⁰
516	340	SY	St Augustine Solid Sod for <u>two</u> Dollars and <u>seventy eight</u> Cents per Unit	945 ²⁰

CITY OF SAN ANTONIO
MEDICAL CENTER INTERSECTION IMPROVEMENTS
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516	282	EA	Annuals (4 inch pot) for <u>One</u> Dollars and <u>fifty</u> Cents per Unit	403 ⁰⁰
530	1	LS	Barricades, Signs & Traffic Handling 3% for <u>One hundred three thirty seven</u> Dollars and <u>fifty</u> Cents per Unit	1337 ⁵⁰
531.17	1	EA	R4-7 Keep Right for <u>One eighty seven</u> Dollars and <u>twenty five</u> Cents per Unit	187 ²⁵
531.xx	2	EA	R5-1 Do Not Enter for <u>One eighty seven</u> Dollars and <u>twenty five</u> Cents per Unit	374 ⁵⁰
536.02	520	LF	4 Inch Wide White Line for <u>One</u> Dollars and <u>fifty</u> Cents per Unit	780 ⁰⁰
536.01	100	LF	4 Inch Wide Yellow Line for <u>One</u> Dollars and <u>sixty one</u> Cents per Unit	161 ⁰⁰
536.07	570	LF	24 Inch Wide White Line for <u>eight</u> Dollars and <u>ninety nine</u> Cents per Unit	5124 ³⁰
536.xx	40	LF	24 Inch Wide Yellow Line for <u>nine</u> Dollars and <u>thirty six</u> Cents per Unit	374 ⁴⁰
536.xx	4	EA	Yellow Curb @ Median Nose for <u>One forty nine</u> Dollars and <u>eighty</u> Cents per Unit	599 ²⁰
536.09	5	EA	Left White Arrow for <u>One hundred one</u> Dollars and <u>sixty five</u> Cents per Unit	508 ²⁵

CITY OF SAN ANTONIO
MEDICAL CENTER INTERSECTION IMPROVEMENTS
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ADDENDUM NO. 2 to ADDITIVE ALTERNATIVE NO. 2

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536.11	4	EA	Comb Thru/Left Arrow for <u>One fifty five</u> Dollars and <u>fifteen</u> Cents per Unit	620 ⁰⁰
536.12	4	EA	Word "Only" for <u>One sixty five</u> Dollars and <u>eighty five</u> Cents per Unit	663 ⁴⁰
536.13	3	EA	Straight White Arrow for <u>One - 0 - 072</u> Dollars and <u>Sixty five</u> Cents per Unit	304 ⁹⁵
542.00	200	LF	Temp Sediment Control Fence (Silt Fence) for <u>one</u> Dollars and <u>ninety two</u> Cents per Unit	384 ⁰⁰
750	20	WK	Barricades, Signs & Traffic Handling (Special) for <u>nine eighty four</u> Dollars and <u>forty</u> Cents per Unit	19,688 ⁰⁰
xxx.x	1	EA	Traffic Signal System w/ Trombone Arms (Complete) for <u>Three hundred one thousand two hundred five</u> Dollars and <u>zero</u> Cents per Unit	301,205 ⁰⁰
xxx.x	1	EA	Relocate Exit Small Signs for <u>ninety</u> Dollars and <u>ninety five</u> Cents per Unit	90 ⁹⁵
xxx.x	1	EA	Landscape Irrigation System (Repair) for <u>One thousand six hundred five</u> Dollars and <u>zero</u> Cents per Unit	1605 ⁰⁰

TOTAL ADDENDUM NO. 2 to ADDITIVE ALTERNATIVE NO. 2
(Written in Words)

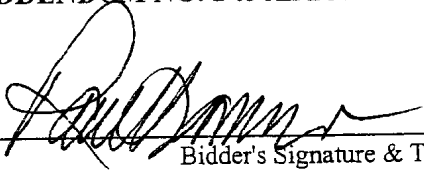
(Figures)

Three hundred eighty nine
four hundred forty four & sixty one
two /cents

389,442⁶¹

CITY OF SAN ANTONIO
MEDICAL CENTER INTERSECTION IMPROVEMENTS
PHASE 2
BID PROPOSAL
ADDENDUM NO. 2 to ADDITIVE ALTERNATIVE NO. 2

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 President
Bidder's Signature & Title

Valemas, Inc.
Firm's Name (Type or Print)

3435 Salado Creek Dr #101, San Antonio, TX 78217
Firm's Address

MEDICAL CENTER INTERSECTION IMPROVEMENTS PHASE 2

SAN ANTONIO WATER SYSTEM
WATER WORKS CONSTRUCTION PROPOSAL

SAWS JOB NO. 03-5024
ADDENDUM NO. 4 to BASE BID

PROPOSAL OF Valemas, Inc., a corporation,

a partnership consisting of _____

an individual doing business as _____

THE SAN ANTONIO WATER SYSTEM

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the construction of pipelines and appurtenances, San Antonio Water System Job No. 03-5024, in accordance with the Plans and Specifications for the following prices to wit:

Item No.	Description & Estimated Quantities (Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
-------------	----------------------------------------------------------------------	----------------------------	-----------------------------

BASE BID

- I. Furnish all labor, materials and equipment to install/adjust all water mains and appurtenances of the size and type indicated, complete, including all system appurtenances, connections and site restoration except on such items where a unit price bid is specified.

100 1 LS - Mobilization; per lump sum

Within eight hours \$ 2803⁷⁶ thru \$ 7400 \$ 2803⁷⁶
[Signature]
Signature of Bidder
5/19/04
Date

101 1 LS-Preparing of Right-of Way; per lump sum

One thousand two hundred \$ 1225⁰⁰ \$ 1225⁰⁰
twenty five & no/100

550 73 LF- Trench Excavation Protection; per linear foot

One & 1/100 \$ 1⁰⁰ \$ 80³⁰

824 1 EA- Relay 1 1/2" Short Service

Four thousand two hundred \$ 4212⁰⁰ \$ 4212⁰⁰
twelve & no/100

826 18 EA - Valve Box Adjustment; per each

Two hundred seventy & no/100 \$ 270⁰⁰ \$ 4860⁰⁰

832 1 EA - 8"x 6" Tapping Sleeves & Valves; per each

One thousand seven hundred \$ 1728⁰⁰ \$ 1728⁰⁰
twenty eight & no/100

832 2 EA - 12" x 6" Tapping Sleeve/Valve; per each

Two thousand fifty two & no/100 \$ 2052⁰⁰ \$ 4104⁰⁰

834 3 EA - Standard Fire Hydrants ; per each

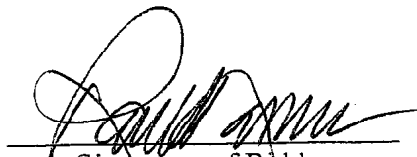
Five thousand one eighty four \$ 5184 \$ 15552⁰⁰
& no/100

TOTAL ADDENDUM NO. 4 to BASE BID
(Written in Words)

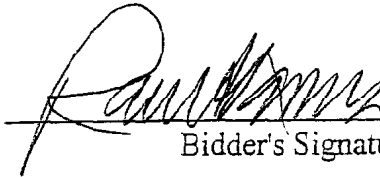
(Figures)

Thirty four thousand five hundred
sixty five & 04/100

\$ 34,565⁰⁶

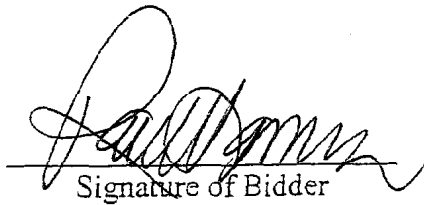

Signature of Bidder

5/19/04
Date

 President
Bidder's Signature & Title

Valemas, Inc.
Firm's Name (Type or Print)

3435 Salado Creek Dr #101, San Antonio, TX 78217
Firm's Address


Signature of Bidder

5/19/04
Date

GOOD FAITH EFFORT PLAN
(FOR CONTRACTS \$200,000 OR GREATER)

NAME OF COMPANY: Valemas, Inc.

PROJECT NAME: South Texas Medical Center Intersection Improvements

1. Indicate all MBE-WBE-AABE-SBE subcontractors proposed for this contract. (Use additional sheets as needed.)

[illegible]

Only companies certified as MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied towards the contracting goals. All MBE-WBE-AABE-SBE subcontractors must submit a copy of certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a subcontractor is not certified, please call the Small Business Outreach Division at (210) 207-3900 for information and details and how subcontractors can obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Affirmed List of Subcontractors form).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

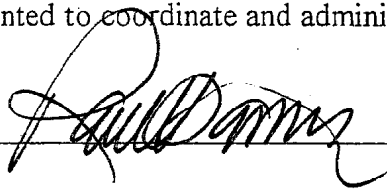
6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE s.

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	HUE (Y/N)	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.
9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

Raul H. (Ray) Ramirez V.




(210) 599-1876

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.



SIGNATURE OF AUTHORIZED OFFICIAL

President

TITLE OF OFFICIAL

05/19/04 (210) 599-1876
DATE PHONE-

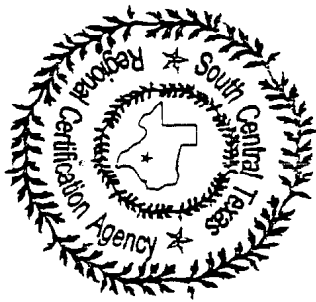
FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT



SCTRCA

Small, Disadvantaged, Minority, Women Business Enterprise (S/D/M/WBE) Program

VALEMAS, INC.

dba Name

has filed the appropriate affidavit with the South Central Texas Regional Certification Agency (SCTRCA) and is hereby certified in the Texas Unified Certification Program, in accordance with 49 CFR Part 26 and SCTRCA Standards, as a:

SBE DBE MBE

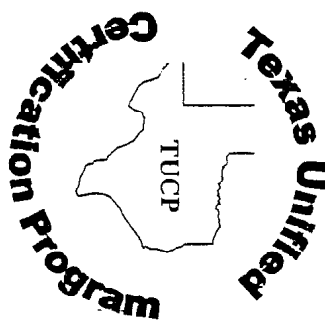
This Certification Certificate must be updated annually by submission of a Compliance Affidavit. You are required to notify the SCTRCA within 30 days of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements and any material change in the information provided in the submission of the business' application for DBE certification.

CERTIFICATE EXPIRES: 06/13/2004 CERTIFICATION NO.: 203-06-0156

Certified in the following work categories:

North American Industry Classification System (NAICS) code(s):

23322 Multifamily Housing Construction
23332 Commercial and Institutional Building Construction



John H. Seymour
EXECUTIVE DIRECTOR
John H. Seymour



SCTRCA

Small, Disadvantaged, Minority, Women Business Enterprise (S/D/M/WBE) Program

VALEMAS, INC.

dba Name

has filed the appropriate affidavit with the South Central Texas Regional Certification Agency (SCTRCA) and is hereby certified in the Texas Unified Certification Program, in accordance with 49 CFR Part 26 and SCTRCA Standards, as at:

SBE DBE MBE

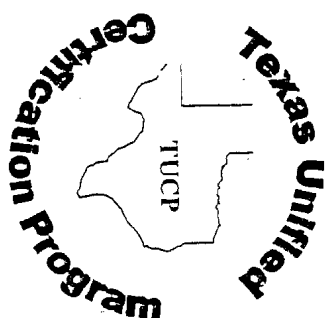
This Certification Certificate must be updated annually by submission of a Compliance Affidavit. You are required to notify the SCTRCA within 30 days of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements and any material change in the information provided in the submission of the business' application for DBE certification.

CERTIFICATE EXPIRES: 06/13/2004 CERTIFICATION NO.: 203-06-0156

Certified in the following work categories:

North American Industry Classification System (NAICS) code(s):

23322 Multifamily Housing Construction
23332 Commercial and Institutional Building Construction



John H. Seymour
EXECUTIVE DIRECTOR
John H. Seymour



May 20, 2004

Mr. Hector Canales, E.I.T.
City of San Antonio Public Works
114 W. Commerce, 8th Floor
San Antonio, Texas 78205

Re: Medical Center Intersection Improvements, Phase 2
Contract Award Recommendation

Dear Mr. Canales:

On May 19, 2004, bids for the above referenced project were opened and read aloud. Three contractors submitted complete bids for the project: Texas Sterling Construction, LP; E-Z Bel Construction, LTD; and Valemas, Inc. The low bidder was Valemas, Inc. with their bid broken down as follows:

Base Bid	\$2,082,073.62
SAWS Water Bid	\$ 34,565.06
Additive Alt No. 1 Bid	\$ 301,707.06
Additive Alt No. 2 Bid	<u>\$ 389,442.61</u>
Total Bid	\$ 2,807,788.35

We discovered two errors in the Valemas bid. The first was in the base bid, item for Galvanized Steel Bollards with Conc Foundation where the extension amount was noted as \$865.00 and should be \$856.00. The second error was found in Additive Alternate No. 1, in the item for Remove Existing Traffic Signal System (Complete). The extension was listed at \$17,943.90 and should have been \$1,380.30, as this item has a quantity of one. The bid tabulations and costs reflected in this letter are in accordance with the unit costs proposed by Valemas, Inc. in their bid.

To the best of our knowledge and belief, the lowest qualified bid is that of Valemas, Inc. We therefore recommend the award of the contract to Valemas, Inc. in the amount of \$2,807,788.35.

Attached herewith are the following relative to this bid:

1. All of the proposals from the contractors submitting bids
2. Six (6) copies of the bid tabulations
3. Two (2) sets of bid packages
4. One (1) copy of the low bidders price evaluation summarizing unit prices which exceed 5% of the City average unit bid cost

Please feel free to call should you have any questions.

Sincerely,
Pape-Dawson Engineers, Inc.

David M. McBeth, P.E.
Sr. Project Manager

PAPE-DAWSON ENGINEERS, INC.

555 East Ramsey | San Antonio, Texas 78216 | Phone: 210.375.9000 | Fax: 210.375.9010 | info@pape-dawson.com

BID TABULATION

PROJECT: MEDICAL CENTER INTERSECTION IMPROVEMENTS - PHASE 2
ENGINEER: PAPE DAWSON ENGINEERS, INC. 555 EAST RAMSEY, SAN ANTONIO, TX. 78216, TEL NO. (210) 375-9000
BID DATE: MAY 19, 2004 - 1:00 P.M.

MEDICAL CENTER INTERSECTION IMPROVEMENTS-PHASE 2, BASE BID

ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY MEDICAL DRIVE @ FLOYD CURL	ESTIMATED QUANTITY WURZBACH RD @ FLOYD CURL	TOTAL ESTIMATED QUANTITY	Engineer's Estimate		Valenas, Inc		E-Z Bel		Texas Sterling	
						Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
100	MOBILIZATION	L.S.			1	\$173,000.00	\$173,000.00	\$123,050.00	\$123,050.00	\$100,000.00	\$100,000.00	\$260,000.00	\$260,000.00
100.1	INSURANCE & BOND	L.S.			1	\$47,000.00	\$47,000.00	\$24,075.00	\$24,075.00	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00
101	PREPARING RIGHT OF WAY	L.S.			1	\$63,000.00	\$63,000.00	\$19,260.00	\$19,260.00	\$100,000.00	\$100,000.00	\$20,000.00	\$20,000.00
	TREE AND STUMP REMOVAL	EA	12	7									
	TREE PROTECTION	EA	11	16	19								
103.1	REMOVE CONCRETE CURB (700 L.F. < 5740 L.F. < 10,000 L.F.)	L.F.	5,740	1,925	7,665	\$1.16	\$8,891.40	\$1.18	\$9,044.70	\$1.00	\$7,665.00	\$2.00	\$15,330.00
104	STREET EXCAVATION (LESS THAN 10,000 C.Y.)	C.Y.	7,050	1,032	8,082	\$10.25	\$82,840.50	\$9.10	\$73,546.20	\$14.00	\$113,148.00	\$14.00	\$113,148.00
204.1	ONE COURSE SURFACE TREATMENT	S.Y.	16,711	6,925	23,636	\$1.85	\$43,726.60	\$1.28	\$30,254.08	\$2.00	\$47,272.00	\$1.00	\$23,636.00
205.1	HOT MIX ASPHALTIC PAVEMENT, TYPE D, (2" COMPACTED DEPTH)	S.Y.	15,493	6,450	21,943	\$3.85	\$84,480.55	\$4.88	\$107,081.84	\$6.00	\$131,658.00	\$5.00	\$109,715.00
205.1	HOT MIX ASPHALTIC PAVEMENT, TYPE A, (10" COMPACTED DEPTH)	S.Y.	9,968	2,013	11,981	\$20.25	\$242,615.25	\$23.54	\$282,032.74	\$23.00	\$275,563.00	\$26.00	\$311,506.00
XXX.X	CONC (CLASS B) BASE, (10" DEPTH)	S.Y.	350	135	485	\$75.00	\$36,375.00	\$36.38	\$17,644.30	\$45.00	\$21,825.00	\$130.00	\$63,050.00
208.1	SALVAGING, HAULING & STOCKPILING RECLAIMABLE ASPHALTIC PAVEMENT, 2" DEPTH	S.Y.	12,185	4,770	16,955	\$2.00	\$33,910.00	\$2.14	\$36,283.70	\$2.00	\$33,910.00	\$1.50	\$25,432.50
300.2	CONCRETE CLASS 'A' (CONC FLUME)(ROADWAY)	C.Y.	30	27	56	\$250.00	\$14,000.00	\$454.75	\$25,466.00	\$150.00	\$8,400.00	\$380.00	\$21,280.00
300.2	CONCRETE CLASS 'B' (FLUME DRAIN)(SIDEWALK)	C.Y.	7	1	9	\$275.00	\$2,337.50	\$695.50	\$5,911.75	\$250.00	\$2,125.00	\$430.00	\$3,655.00
500	CONCRETE CURBING	L.F.	551	543	1,094	\$5.88	\$6,213.92	\$9.63	\$10,535.22	\$12.00	\$13,128.00	\$10.00	\$10,940.00
501	MACHINE LAID CURB	L.F.	4,163	1,920	6,083	\$5.68	\$34,551.44	\$5.62	\$34,186.46	\$8.00	\$48,664.00	\$7.00	\$42,581.00
502.1	CONCRETE SIDEWALKS(1000SY<XXXSY<10000SY)	S.Y.	1,073	875	1,948	\$24.48	\$47,687.04	\$26.48	\$51,583.04	\$38.00	\$74,024.00	\$35.00	\$68,180.00
502.1	5" CONC SLAB @ PAVERS	S.Y.	359	315	674	\$18.50	\$12,469.00	\$32.10	\$21,635.40	\$40.00	\$26,960.00	\$40.00	\$26,960.00
502.1	CONC VIA BUS STOP	S.Y.	96	0	96	\$18.50	\$1,776.00	\$42.80	\$4,108.80	\$45.00	\$4,320.00	\$100.00	\$9,600.00
502.1	5" CONC, SCORED (PED XING & SIDEWALK)	S.Y.	86	85	171	\$18.50	\$3,163.50	\$32.10	\$5,489.10	\$60.00	\$10,260.00	\$60.00	\$10,260.00
502.3	COMMERCIAL DRIVEWAYS	S.Y.	301	282	583	\$29.48	\$17,186.84	\$38.52	\$22,457.16	\$55.00	\$32,065.00	\$32.00	\$18,656.00
504.X	CONC PAVERS ON 1" SAND BED	S.F.	3,227	2,830	6,057	\$27.50	\$166,567.50	\$7.44	\$45,064.08	\$3.00	\$18,171.00	\$3.00	\$18,171.00
506.1	CONC RET WALL WITH SANDBLAST FINISH(3' HEIGHT)	L.F.	240	0	240	\$56.25	\$13,500.00	\$178.10	\$42,744.00	\$100.00	\$24,000.00	\$88.00	\$21,120.00
506.1	CONC RET WALL WITH SANDBLAST FINISH(6' HEIGHT)	L.F.	45	0	45	\$112.50	\$5,062.50	\$358.45	\$16,130.25	\$300.00	\$13,500.00	\$230.00	\$10,350.00
506.1	CONC RET WALL COMB TYPE @ PED XING	L.F.	120	120	240	\$37.50	\$9,000.00	\$27.82	\$6,676.80	\$40.00	\$9,600.00	\$20.00	\$4,800.00
506.1	CONC RET WALL @ RAMPS(NON INTERSECTION)	L.F.	325	60	385	\$18.75	\$7,218.75	\$27.82	\$10,710.70	\$30.00	\$11,550.00	\$20.00	\$7,700.00
506.1	CONC RET CURB @ PAVERS	L.F.	50	30	80	\$18.75	\$1,500.00	\$12.84	\$1,027.20	\$12.00	\$960.00	\$35.00	\$2,800.00
506.1	NEW LETTERS AT SIGN WALL(METHODIST PLAZA)	EA	58	0	58	\$5.75	\$333.50	\$31.92	\$1,851.36	\$50.00	\$2,900.00	\$200.00	\$11,600.00
506.1	NEW LOGO PANELS AT SIGN WALL(METHODIST PLAZA)	EA	2	0	2	\$375.00	\$750.00	\$187.25	\$374.50	\$100.00	\$200.00	\$2,000.00	\$4,000.00
515	MULCH @ PLANTING BEDS(4 INCHES)	C.Y.	58	0	58	\$5.00	\$290.00	\$50.83	\$2,948.14	\$55.00	\$3,190.00	\$25.00	\$1,450.00
515	BED & EXISTING TREE(6 INCHES)	C.Y.	32	0	32	\$5.75	\$184.00	\$50.83	\$1,626.56	\$55.00	\$1,760.00	\$25.00	\$800.00
516	BERMUDA SODDING	S.Y.	3,120	890	4,010	\$3.26	\$13,072.60	\$2.46	\$9,864.60	\$4.00	\$16,040.00	\$2.50	\$10,025.00
516	ST. AUGUSTINE SODDING	S.Y.	390	700	1,090	\$3.26	\$3,553.40	\$2.51	\$2,735.90	\$4.00	\$4,360.00	\$2.50	\$2,725.00
516	GROUND COVER(4 INCH POTS)	EA	2,605	0	2,605	\$0.50	\$1,302.50	\$1.34	\$3,490.70	\$2.50	\$6,512.50	\$1.60	\$4,168.00
516	CALIPER TREE(4 INCH)	EA	4	6	10	\$56.00	\$560.00	\$856.00	\$8,560.00	\$550.00	\$5,500.00	\$1,000.00	\$10,000.00
516	MEDITERRANEAN FAN PALM(15 GAL)	EA	5	0	5	\$95.00	\$475.00	\$160.50	\$802.50	\$60.00	\$300.00	\$100.00	\$500.00
516	MEDITERRANEAN FAN PALM (5 GAL)	EA	14	0	14	\$37.50	\$525.00	\$34.24	\$479.36	\$120.00	\$1,680.00	\$30.00	\$420.00
516	OLEANDER(15 GAL)	EA	10	0	10	\$95.00	\$950.00	\$74.90	\$749.00	\$120.00	\$1,200.00	\$100.00	\$1,000.00
516	INDIAN HAWTHORN(15 GAL)	EA	9	0	9	\$75.00	\$675.00	\$74.90	\$674.10	\$45.00	\$405.00	\$95.00	\$855.00
516	SOFT LEAF YUCCA(5 GAL)	EA	14	0	14	\$18.75	\$262.50	\$25.68	\$359.52	\$30.00	\$420.00	\$30.00	\$420.00
516	NEW GOLD LANTANA(1 GAL)	EA	29	0	29	\$2.50	\$72.50	\$9.63	\$279.27	\$15.00	\$435.00	\$12.00	\$348.00
516	METAL EDGER	L.F.	165	0	165	\$0.75	\$123.75	\$2.14	\$353.10	\$6.00	\$990.00	\$3.00	\$495.00
XXX.X	OAK TREE REMOVAL & RELOCATION	EA	5	1	6	\$2,500.00	\$15,000.00	\$9,095.00	\$54,570.00	\$10,000.00	\$60,000.00	\$6,000.00	\$36,000.00
XXX.X	SMALL TREE REMOVAL & RELOCATION	EA	3	0	3	\$350.00	\$1,050.00	\$2,354.00	\$7,062.00	\$2,200.00	\$6,600.00	\$4,000.00	\$12,000.00
XXX.X	PALM TREE REMOVAL & RELOCATION	EA	4	0	4	\$1,200.00	\$4,800.00	\$1,070.00	\$4,280.00	\$2,500.00	\$10,000.00	\$7,000.00	\$28,000.00
530	BARRICADES, SIGNS & TRAFFIC HANDLING 3%	L.S.			1	\$1,584.81	\$1,584.81	\$12,037.50	\$12,037.50	\$107,000.00	\$107,000.00	\$1,000.00	\$1,000.00
531.04	R1-2 YIELD	EA	4	4	8	\$140.25	\$1,122.00	\$187.25	\$1,498.00	\$200.00	\$1,600.00	\$175.00	\$1,400.00

TOTAL - BASE BID
bidlab.xls

BID TABULATION

PROJECT: MEDICAL CENTER INTERSECTION IMPROVEMENTS - PHASE 2
ENGINEER: PAPE-DAWSON ENGINEERS, INC. 555 EAST RAMSEY, SAN ANTONIO, TX. 78216, TEL NO. (210) 375-9000
BID DATE: MAY 19, 2004 - 1:00 P.M.

531.13	R3-7 LEFT LANE MUST TURN LEFT OR RIGHT LANE MUST TURN RIGHT	EA.	4	4	8	\$168.80	\$1,350.40	\$187.25	\$1,498.00	\$200.00	\$1,600.00	\$175.00	\$1,400.00
531.14	R3-8 LANE-USE CONTROL	EA.	4	4	8	\$205.00	\$1,640.00	\$288.90	\$2,311.20	\$300.00	\$2,400.00	\$270.00	\$2,160.00
531.17	R4-7 KEEP RIGHT	EA.	4	4	8	\$157.50	\$1,260.00	\$181.90	\$1,455.20	\$200.00	\$1,600.00	\$170.00	\$1,360.00
531.XX	R10-12 LEFT TURN YIELD ON GREEN	EA.	4	4	8	\$200.00	\$1,600.00	\$288.90	\$2,311.20	\$300.00	\$2,400.00	\$270.00	\$2,160.00
539.02	4 INCH WIDE WHITE LINE (LESS THAN 30,000 L.F.)	L.F.	2,875	1,500	4,375	\$1.82	\$7,962.50	\$1.50	\$6,562.50	\$2.00	\$8,750.00	\$2.00	\$8,750.00
536.07	24 INCH WIDE WHITE LINE (LESS THAN 1500 L.F.)	L.F.	836	780	1,616	\$12.98	\$20,975.68	\$8.99	\$14,527.84	\$12.00	\$19,392.00	\$9.00	\$14,544.00
536.XX	YELLOW CURB @ MEDIAN NOSE	EA.	6	4	10	\$65.00	\$650.00	\$149.80	\$1,498.00	\$200.00	\$2,000.00	\$140.00	\$1,400.00
536.08	RIGHT WHITE ARROW	EA.	8	7	15	\$118.41	\$1,776.15	\$101.65	\$1,524.75	\$150.00	\$2,250.00	\$100.00	\$1,500.00
536.09	LEFT WHITE ARROW	EA.	12	6	18	\$130.24	\$2,344.32	\$101.65	\$1,829.70	\$150.00	\$2,700.00	\$100.00	\$1,800.00
536.12	WORD "ONLY"	EA.	20	13	33	\$207.34	\$6,842.22	\$165.85	\$5,473.05	\$200.00	\$6,600.00	\$100.00	\$3,300.00
537.1	TRAFFIC BUTTON (TYPE W)	EA.	384	136	520	\$2.85	\$1,482.00	\$2.46	\$1,279.20	\$3.00	\$1,580.00	\$4.00	\$2,080.00
542.00	TEMP SEDIMENT CONTROL FENCE(SILT FENCE)	L.F.	2,195	1,110	3,305	\$2.27	\$7,502.35	\$1.92	\$6,345.60	\$3.00	\$9,915.00	\$2.00	\$6,610.00
543.00	CONSTRUCTION EXIT	S.Y.	0	40	40	\$8.17	\$326.80	\$7.70	\$308.00	\$8.00	\$320.00	\$10.00	\$400.00
546.00	GRAVEL FILTER BAGS	L.F.	0	20	20	\$6.61	\$132.20	\$3.75	\$75.00	\$5.00	\$100.00	\$10.00	\$200.00
750	BARRICADES, SIGNS & TRAFFIC HANDLING(SPECIAL)	WEEK	20	19	39	\$750.00	\$29,250.00	\$984.40	\$38,391.60	\$100.00	\$3,900.00	\$1,200.00	\$46,800.00
XXX.X	REMOVE EXIST TRAFFIC SIGNAL SYSTEM(COMPLETE)	L.S.	1	1	2	\$48,000.00	\$96,000.00	\$2,022.30	\$4,044.60	\$4,000.00	\$8,000.00	\$3,600.00	\$7,200.00
XXX.X	TEMPORARY TRAFFIC SIGNAL SYSTEM (COMPLETE)	L.S.	1	1	2	\$48,000.00	\$96,000.00	\$82,529.10	\$165,058.20	\$105,000.00	\$210,000.00	\$24,500.00	\$49,000.00
XXX.X	TRAFFIC SIGNAL SYSTEM w/TROMBONE ARMS (COMPLETE)	EA.	1	1	2	\$200,000.00	\$400,000.00	\$231,441.00	\$462,882.00	\$255,000.00	\$510,000.00	\$295,875.00	\$591,750.00
XXX.X	SPARE MAST ARM (47 FT)	EA.	1	0	1	\$10,000.00	\$10,000.00	\$41,162.90	\$41,162.90	\$39,000.00	\$39,000.00	\$46,500.00	\$46,500.00
XXX.X	WAYFINDING SIGN (COMPL)	EA.	7	4	11	\$1,250.00	\$13,750.00	\$9,737.00	\$107,107.00	\$10,000.00	\$110,000.00	\$11,000.00	\$121,000.00
XXX.X	RENOVATE & RELOCATE EXIST CTRC SIGN(COMPL)	EA.	0	1	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$3,000.00	\$3,000.00	\$30,000.00	\$30,000.00
XXX.X	SALV & RELOCATE SIGN & LIGHTING	EA.	0	1	1	\$3,000.00	\$3,000.00	\$3,210.00	\$3,210.00	\$3,000.00	\$3,000.00	\$1,650.00	\$1,650.00
XXX.X	RELOCATE EXIST SMALL SIGNS	EA.	8	3	11	\$300.00	\$3,300.00	\$90.95	\$1,000.45	\$100.00	\$1,100.00	\$170.00	\$1,870.00
XXX.X	LANDSCAPE IRRIGATION SYSTEM(NEW)	EA.	1	0	1	\$5,000.00	\$5,000.00	\$26,750.00	\$26,750.00	\$25,000.00	\$25,000.00	\$7,000.00	\$7,000.00
XXX.X	LANDSCAPE IRRIGATION SYSTEM(REPAIR)	EA.	1	0	1	\$1,250.00	\$1,250.00	\$10,700.00	\$10,700.00	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00
XXX.X	RELOCATE EXIST. SIGN & LIGHTING (METHODIST TRANSPLANT CENTER)(COMPL)	EA.	0	1	1	\$800.00	\$800.00	\$3,317.00	\$3,317.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
XXX.X	GALV STL BOLLARDS W/ CONC FDN	EA.	4	0	4	\$125.00	\$500.00	\$214.00	\$856.00	\$500.00	\$2,000.00	\$400.00	\$1,600.00
BASE BID TOTAL (INTERSECTION IMPROVEMENTS):						\$1,949,454.47		\$2,082,073.62		\$2,400,447.50		\$2,350,110.50	

BID TABULATION

PROJECT: MEDICAL CENTER INTERSECTION IMPROVEMENTS - PHASE 2
ENGINEER: PAPE-DAWSON ENGINEERS, INC. 555 EAST RAMSEY, SAN ANTONIO, TX. 78216, TEL NO. (210) 375-9000
BID DATE: MY 19, 2004 - 1:00 P.M.

MEDICAL CENTER INTERSECTION IMPROVEMENTS PHASE 2- ADDITIVE ALTERNATE 1 (LOUIS PASTEUR AT FLOYD CURL)

ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY LOUIS PASTEUR @ FLOYD CURL	Engineer's Estimate		Valermis, Inc		E-Z Bel		Texas Sterling		COMPANY NAME	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
100	MOBILIZATION	L.S.	1	\$32,800.00	\$32,800.00	\$10,700.00	\$10,700.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00		\$0.00
100.1	INSURANCE & BOND	L.S.	1	\$8,950.00	\$8,950.00	\$5,350.00	\$5,350.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00		\$0.00
101	PREPARING RIGHT OF WAY	L.S.	1	\$12,000.00	\$12,000.00	\$1,053.95	\$1,053.95	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00		\$0.00
	TREE PROTECTION	EA.	6										
103.1	REMOVE CONCRETE CURB	L.F.	410	\$1.16	\$475.60	\$1.18	\$483.80	\$1.00	\$410.00	\$3.00	\$1,230.00		\$0.00
204.1	ONE COURSE SURFACE TREATMENT	S.Y.	1835	\$1.85	\$3,394.75	\$1.28	\$2,348.80	\$2.00	\$3,670.00	\$2.00	\$3,670.00		\$0.00
205.1	HOT MIX ASPHALTIC PAVEMENT, TYPE D, (2" COMPACTED DEPTH)	S.Y.	1835	\$3.85	\$7,064.75	\$4.88	\$8,954.80	\$6.00	\$11,010.00	\$6.00	\$11,010.00		\$0.00
208.1	SALVAGING, HAULING & STOCKPILING RECLAIMABLE ASPHALTIC PAVEMENT 2" DEPTH	S.Y.	1835	\$2.00	\$3,670.00	\$2.14	\$3,926.90	\$2.00	\$3,670.00	\$2.00	\$3,670.00		\$0.00
501	MACHINE LAID CURB	L.F.	410	\$5.68	\$2,328.80	\$5.62	\$2,304.20	\$8.00	\$3,280.00	\$10.00	\$4,100.00		\$0.00
502.1	CONCRETE SIDEWALKS	S.Y.	171	\$24.48	\$4,186.08	\$26.48	\$4,528.08	\$38.00	\$6,498.00	\$36	\$6,156.00		\$0.00
502.1	5" CONC SLAB @ PAVERS	S.Y.	83	\$18.50	\$1,535.50	\$32.10	\$2,664.30	\$40.00	\$3,320.00	\$50.00	\$4,150.00		\$0.00
502.1	CONC VIA BUS STOP	S.Y.	178	\$18.50	\$3,293.00	\$42.80	\$7,618.40	\$45.00	\$8,010.00	\$110.00	\$19,580.00		\$0.00
502.1	5" CONC, SCORED (PED XING & SIDEWALK)	S.Y.	19	\$18.50	\$351.50	\$32.10	\$609.90	\$60.00	\$1,140.00	\$60.00	\$1,140.00		\$0.00
504.X	CONC PAVERS ON 1" SAND BED	S.Y.	750	\$18.50	\$13,875.00	\$66.93	\$50,197.50	\$3.00	\$2,250.00	\$4.00	\$3,000.00		\$0.00
506.1	CONC RET WALL @ PED XING	L.F.	95	\$18.75	\$1,781.25	\$27.82	\$2,642.90	\$40.00	\$3,800.00	\$28.00	\$2,660.00		\$0.00
516	ST. AUGUSTINE SODDING	S.Y.	155	\$3.26	\$505.30	\$9.31	\$1,443.05	\$4.00	\$620.00	\$3.00	\$465.00		\$0.00
530	BARRICADES, SIGNS & TRAFFIC HANDLING 3%	L.S.	1	\$1,584.81	\$1,584.81	\$2,675.00	\$2,675.00	\$20,000.00	\$20,000.00	\$7,000.00	\$7,000.00		\$0.00
546.00	GRAVEL FILTER BAGS	L.F.	70	\$6.61	\$462.70	\$3.75	\$262.50	\$5.00	\$350.00	\$10.00	\$700.00		\$0.00
536	4 INCH WIDE WHITE LINE (LESS THAN 30,000 L.F.)	L.F.	90	\$1.82	\$163.80	\$1.61	\$144.90	\$2.00	\$180.00	\$1.50	\$135.00		\$0.00
536.1	24 INCH WIDE WHITE LINE (LESS THAN 1500 L.F.)	L.F.	242	\$12.98	\$3,141.16	\$8.99	\$2,175.58	\$12.00	\$2,904.00	\$8.40	\$2,032.80		\$0.00
536.XX	YELLOW CURB @ MEDIAN NOSE	EA.	1	\$65.00	\$65.00	\$149.80	\$149.80	\$200.00	\$200.00	\$140.00	\$140.00		\$0.00
536.1	RIGHT WHITE ARROW	EA.	1	\$118.41	\$118.41	\$112.35	\$112.35	\$150.00	\$150.00	\$100.00	\$100.00		\$0.00
536.1	LEFT WHITE ARROW	EA.	1	\$130.24	\$130.24	\$112.35	\$112.35	\$150.00	\$150.00	\$100.00	\$100.00		\$0.00
537.1	TRAFFIC BUTTON (TYPE W)	EA.	36	\$3.85	\$138.60	\$4.65	\$167.40	\$3.00	\$108.00	\$4.00	\$144.00		\$0.00
750	BARRICADES, SIGNS & TRAFFIC HANDLING(SPECIAL)	WEEK	1	\$750.00	\$750.00	\$984.40	\$984.40	\$100.00	\$100.00	\$3,000.00	\$3,000.00		\$0.00
XXX.X	REMOVE EXIST TRAFFIC SIGNAL SYSTEM(COMPLETE)	L.S.	1	\$48,000.00	\$48,000.00	\$1,380.30	\$1,380.30	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00		\$0.00
XXX.X	TRAFFIC SIGNAL SYSTEM w/TROMBONE ARMS (COMPLETE)	EA.	1	\$200,000.00	\$200,000.00	\$166,566.90	\$166,566.90	\$204,000.00	\$204,000.00	\$250,000.00	\$250,000.00		\$0.00
XXX.X	WAYFINDING SIGN (COMPL)	EA.	2	\$1,250.00	\$2,500.00	\$9,737.00	\$19,474.00	\$10,000.00	\$20,000.00	\$18,000.00	\$36,000.00		\$0.00
XXX.X	LANDSCAPE IRRIGATION SYSTEM(NEW)	EA.	1	\$5,000.00	\$5,000.00	\$1,605.00	\$1,605.00	\$800.00	\$800.00	\$6,000.00	\$6,000.00		\$0.00
XXX.X	LANDSCAPE IRRIGATION SYSTEM(REPAIR)	EA.	1	\$1,250.00	\$1,250.00	\$1,070.00	\$1,070.00	\$800.00	\$800.00	\$3,000.00	\$3,000.00		\$0.00
BID TOTAL - ADD. ALT. NO 1 - INTERSECTION IMPROVEMENTS (LOUIS PASTEUR @ FLOYD CURL):					\$359,516.25		\$301,707.06		\$304,420.00		\$389,682.80		\$0.00

TOTAL - ADDITIVE ALTERNATE NO. 1
bidtab.xls

BID TABULATION

PROJECT: MEDICAL CENTER INTERSECTION IMPROVEMENTS-PHASE 2
 ENGINEER: PAPE-DAWSON ENGINEERS, INC. 555 EAST RAMSEY, SAN ANTONIO, TX. 78216, TEL NO. (210) 375-9000
 BID DATE: MAY 19, 2004 - 1:00 P.M.

MEDICAL CENTER INTERSECTION IMPROVEMENTS- PHASE 2 - ADDITIVE ALTERNATE NO. 2 (UNIVERSITY HOSPITAL ENTRANCE)

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNITS	COMPANY NAME		Valemas, inc		E-Z Bel		Texas Sterling	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
101	PREPARING RIGHT OF WAY	1	L.S.	\$10,000.00	\$10,000.00	\$535.01	\$535.00	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00
	TREE AND STUMP REMOVAL	2	EA.			\$187.25	\$374.50	\$500.00	\$1,000.00	\$250.00	\$500.00
	TREE PROTECTION	2	EA.			\$133.75	\$267.50	\$500.00	\$1,000.00	\$400.00	\$800.00
103.1	REMOVE CONCRETE CURB	464	L.F.	\$1.16	\$538.24	\$1.18	\$547.52	\$1.00	\$464.00	\$2.00	\$928.00
104	STREET EXCAVATION	350	C.Y.	\$10.25	\$3,587.50	\$9.10	\$3,185.00	\$14.00	\$4,900.00	\$15.00	\$5,250.00
204.1	ONE COURSE SURFACE TREATMENT	657	S.Y.	\$1.85	\$1,215.45	\$1.61	\$1,067.77	\$2.00	\$1,314.00	\$2.00	\$1,314.00
205.1	HOT MIX ASPHALTIC PAVEMENT, TYPE D, (2" COMPACTED DEPTH)	621	S.Y.	\$3.85	\$2,390.85	\$5.08	\$3,154.68	\$6.00	\$3,726.00	\$10.00	\$6,210.00
205.1	HOT MIX ASPHALTIC PAVEMENT, TYPE A, (8" COMPACTED DEPTH)	657	S.Y.	\$20.25	\$13,304.25	\$23.54	\$15,465.78	\$23.00	\$15,111.00	\$35.00	\$22,995.00
XXX.X	CONC (CLASS B) BASE, (10" DEPTH)	42	S.Y.	\$75.00	\$3,150.00	\$36.38	\$1,527.96	\$45.00	\$1,890.00	\$120.00	\$5,040.00
208.1	SALVAGING, HAULING & STOCKPILING RECLAIMABLE ASPHALTIC PAVEMENT 2" DEPTH	480	S.Y.	\$2.00	\$960.00	\$2.14	\$1,027.20	\$2.00	\$960.00	\$6.00	\$2,880.00
501	MACHINE LAID CURB	470	L.F.	\$5.68	\$2,669.60	\$5.62	\$2,641.40	\$8.00	\$3,760.00	\$9.00	\$4,230.00
502.1	CONCRETE SIDEWALKS	191	S.Y.	\$24.48	\$4,675.68	\$26.22	\$5,008.02	\$38.00	\$7,258.00	\$35.00	\$6,685.00
502.1	5" CONC SLAB @ PAVERS	21	S.Y.	\$18.50	\$388.50	\$32.10	\$674.10	\$40.00	\$840.00	\$75.00	\$1,575.00
502.3	COMMERCIAL DRIVEWAYS	98	S.Y.	\$29.48	\$2,889.04	\$38.52	\$3,774.96	\$55.00	\$5,390.00	\$45.00	\$4,410.00
504	CONCRETE MEDIAN	5	S.Y.	\$25.60	\$128.00	\$30.50	\$152.50	\$250.00	\$1,250.00	\$150.00	\$750.00
504.X	CONC PAVERS ON 1" SAND BED	182	S.F.	\$27.50	\$5,005.00	\$66.93	\$12,181.26	\$3.00	\$546.00	\$36.00	\$6,552.00
506.1	CONC RET WALL COMB TYPE @ PED XING	78	L.F.	\$37.50	\$2,925.00	\$27.82	\$2,169.96	\$40.00	\$3,120.00	\$27.00	\$2,106.00
515	MULCH @ PLANTING BEDS(4 INCHES)	6	C.Y.	\$5.00	\$30.00	\$53.50	\$321.00	\$55.00	\$330.00	\$23.00	\$138.00
516	ST AUGUSTINE SOLID SOD	340	S.Y.	\$3.26	\$1,108.40	\$2.78	\$945.20	\$4.00	\$1,360.00	\$3.00	\$1,020.00
516	ANNUALS(4 INCH POT)	282	EA.	\$3.26	\$919.32	\$1.50	\$423.00	\$2.50	\$705.00	\$2.50	\$705.00
530	BARRICADES, SIGNS & TRAFFIC HANDLING 3%	1	L.S.	\$1,584.81	\$1,584.81	\$1,337.50	\$1,337.50	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00
531.17	R4-7 KEEP RIGHT	1	EA.	\$157.50	\$157.50	\$187.25	\$187.25	\$200.00	\$200.00	\$175.00	\$175.00
531.XX	R5-1 DO NOT ENTER	2	EA.	\$200.00	\$400.00	\$187.25	\$374.50	\$200.00	\$400.00	\$175.00	\$350.00
536.02	4 INCH WIDE WHITE LINE	520	L.F.	\$1.82	\$946.40	\$1.50	\$780.00	\$2.00	\$1,040.00	\$1.40	\$728.00
536.01	4 INCH WIDE YELLOW LINE	100	L.F.	\$1.82	\$182.00	\$1.61	\$161.00	\$2.00	\$200.00	\$1.50	\$150.00
536.07	24 INCH WIDE WHITE LINE	570	L.F.	\$12.98	\$7,398.60	\$8.99	\$5,124.30	\$12.00	\$6,840.00	\$8.40	\$4,788.00
536.XX	24 INCH WIDE YELLOW LINE	40	L.F.	\$12.98	\$519.20	\$9.36	\$374.40	\$12.00	\$480.00	\$8.40	\$336.00
536.XX	YELLOW CURB @ MEDIAN NOSE	4	EA.	\$65.00	\$260.00	\$149.80	\$599.20	\$200.00	\$800.00	\$140.00	\$560.00
536.09	LEFT WHITE ARROW	5	EA.	\$130.24	\$651.20	\$101.65	\$508.25	\$150.00	\$750.00	\$95.00	\$475.00
536.11	COMB THRU/LEFT AROW	4	EA.	\$185.85	\$743.40	\$155.15	\$620.60	\$200.00	\$800.00	\$145.00	\$580.00
536.12	WORD "ONLY"	4	EA.	\$207.34	\$829.36	\$165.85	\$663.40	\$200.00	\$800.00	\$155.00	\$620.00
536.13	STRAIGHT WHITE ARROW	3	EA.	\$125.35	\$376.05	\$101.65	\$304.95	\$150.00	\$450.00	\$95.00	\$285.00
542.00	TEMP SEDIMENT CONTROL FENCE(SILT FENCE)	200	L.F.	\$2.27	\$454.00	\$1.92	\$384.00	\$3.00	\$600.00	\$1.40	\$280.00
750	BARRICADES, SIGNS & TRAFFIC HANDLING(SPECIAL)	20	WK.	\$750.00	\$15,000.00	\$994.40	\$19,888.00	\$100.00	\$2,000.00	\$500.00	\$10,000.00
XXX.X	TRAFFIC SIGNAL SYSTEM w/TROMBONE ARMS (COMPLETE)	1	EA.	\$200,000.00	\$200,000.00	\$301,205.00	\$301,205.00	\$304,000.00	\$304,000.00	\$330,000.00	\$330,000.00
XXX.X	RELOCATE EXIST SMALL SIGNS	1	EA.	\$3,000.00	\$3,000.00	\$90.95	\$90.95	\$150.00	\$150.00	\$125.00	\$125.00
XXX.X	LANDSCAPE IRRIGATION SYSTEM(REPAIR)	1	EA.	\$1,250.00	\$1,250.00	\$1,605.00	\$1,605.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
BID TOTAL - ADD. ALT. NO. 2. - INTERSECTION IMPROVEMENTS (UNIVERSITY HOSPITAL ENTRANCE):					\$289,637.35		\$389,442.61		\$386,934.00		\$455,540.00

TOTAL - ADDITIVE ALTERNATE NO. 2
 bidtab.xls

BID TABULATION

PROJECT: MEDICAL CENTER INTERSECTION IMPROVEMENTS - PHASE 2

ENGINEER: PAPE-DAWSON ENGINEERS, INC. 555 EAST RAMSEY, SAN ANTONIO, TX. 78216, TEL NO. (210) 375-9000

BID DATE: MAY 19, 2004 - 1:00 P.M.

MEDICAL CENTER INTERSECTION IMPROVEMENTS PHASE 2 - SAWS UTILITY ADJUSTMENTS

Item No.	Description	Neat quan.	Unit	Engineer's Estimate		Valemas, Inc.		E-Z Bel Construction, Inc.		Texas Sterling Constr, I.P.		COMPANY NAME	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
100	MOBILIZATION	1	LS	\$2,002.00	\$2,002.00	\$2,803.76	\$2,803.76	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00		\$0.00
101	PREPARING OF RIGHT OF WAY	1	LS	\$1,001.00	\$1,001.00	\$1,225.00	\$1,225.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00		\$0.00
550	TRENCH EXCAVATION PROTECTION	73	LF	\$2.00	\$146.00	\$1.10	\$80.30	\$1.00	\$73.00	\$1.00	\$73.00		\$0.00
824	RELAY 1 1/2" SHORT SERVICE	1	EA	\$655.00	\$655.00	\$4,212.00	\$4,212.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00		\$0.00
826	VALVE BOX ADJUSTMENT	18	EA	\$350.00	\$6,300.00	\$270.00	\$4,860.00	\$250.00	\$4,500.00	\$450.00	\$8,100.00		\$0.00
832	8" x 6" TAPPING SLEEVES & VALVES	1	EA	\$1,984.00	\$1,984.00	\$1,728.00	\$1,728.00	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00		\$0.00
832	12" x 6" TAPPING SLEEVES & VALVES	2	EA	\$2,066.00	\$4,132.00	\$2,052.00	\$4,104.00	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00		\$0.00
834	FIRE HYDRANT	3	EA	\$2,265.00	\$6,795.00	\$5,184.00	\$15,552.00	\$4,000.00	\$12,000.00	\$2,200.00	\$6,600.00		\$0.00
BASE BID TOTAL (SAWS WATER ADJUSTMENTS):					\$23,015.00		\$34,565.06		\$40,073.00		\$28,573.00		\$0.00

TOTAL - SAWS WATER MAIN UTILITY ADJUSTMENTS
bidtab.xls

City of San Antonio
Economic Development Department
Interdepartmental Memorandum

TO: Denise Shaffer, Special projects Coordinator, Public Works Department

FROM: Anita Uribe Martin, Manager, Economic Development Department

COPIES: File

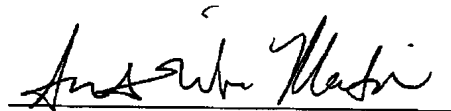
SUBJECT: List of Subcontractors Submitted for the Medical Center Intersection Improvements, Phase 2

DATE: May 24, 2004

We have reviewed the Good Faith Effort Plan and list of subcontractors for the Medical Center Intersection Improvements, Phase 2 Package. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>					
\$2,824,351.95					
FIRM	CERTIFIED	MBE	WBE	AABE	GFEP
Valemas, Inc	YES	84.93% (\$2,398,801)	0.2585% (\$7,300)	0%	APPROVED

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


Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AUM/hv

CURRENT PROJECT LIST, VALEMAS, INC.

Project Name	Council District	Start Date	Estimated Completion Date	Amount of Contract
2003 NAMP Sidewalk Construction	1, 2, 4	11/03	06/04	\$565,958.77
2003 CDBG Sidewalk Construction	1, 2, 5	12/03	07/04	\$973,350.23
Total Current Contracted Amount				\$1,539,309.00

THE CITY OF SAN ANTONIO

**CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)**

THIS AGREEMENT made the 10th day of June in the year 2004 by and between _____
VALEMAS, 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:

MEDICAL CENTER INTERSECTION IMPROVEMENTS, PHASE II

Prepared by PAPE-DAWSON ENGINEERS, INC., acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in THREE HUNDRED SIXTY-FIVE (365) Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
\$1,000,001 or Over	\$700.00
\$ 750,001 to \$1,000,000	\$600.00
\$ 500,001 to \$ 750,000	\$500.00
\$ 250,001 to \$ 500,000	\$400.00
\$ 100,001 to \$ 250,000	\$300.00
\$ 50,001 to \$ 100,000	\$200.00
\$ 1 to \$ 50,000	\$100.00

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)

VALEMAS, INC.

Contractor

ATTEST:

BY:

RAUL H. RAMIREZ

PRESIDENT

Secretary

Title

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 26th day of May 2004
by Raul H. Ramirez, President of Valemas, Inc. a
Texas Corporation on behalf of said Corporation

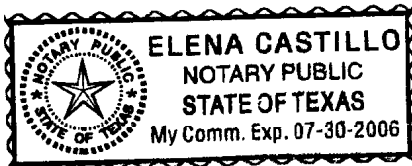
Elena Castillo

NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo

NOTARY'S PRINTED SIGNATURE

7-30-2006
MY COMMISSION EXPIRES:



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

Materials: _____
_____ Dollars, (\$ _____)

Services: _____
_____ Dollars, (\$ _____)

Total: TWO MILLION, EIGHT HUNDRED SEVEN THOUSAND, SEVEN HUINDRED EIGHTY-EIGHT AND
35/100 Dollars, (\$2,807,788.35)

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

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

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

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

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

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

CITY OF SAN ANTONIO

By: _____
City Manager

ATTEST:

City Clerk

PAYMENT BOND

STATE OF TEXAS)
COUNTY OF BEXAR)
CITY OF SAN ANTONIO)

Know all men by these presents:

1. That we **Valemas, Inc., a Texas Corporation, acting by and through Raul H. Ramirez, President,**
as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of \$2,807,788.35 for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

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

VALEMAS, INC.

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

MEDICAL CENTER INTERSECTION IMPROVEMENTS, PHASE II

and for the performance and observance of diverse other matters and things in connection with said work, and, interalia, therein entered into covenants and agreements to promptly pay all persons supplying labor, materials and services in the prosecution of the work provided for in said contract; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation;

3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinances.

4. It is further understood that this obligation is incurred pursuant to Vernon's Annotated Civil Statutes, Article 5160, as amended and that this obligation is for the benefit and sole protection of all persons supplying labor and materials in the prosecution of said contract.

5. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this _____ day of _____ A.D. 20 _____.

6. The foregoing bond is approved and accepted
this _____ day of _____,
20 ____.

VALEMAS, INC.

By _____
RAUL H. RAMIREZ, PRESIDENT

City Manager

Surety

(SEAL)

By _____

Address of Surety for Service Purposes

PERFORMANCE BOND

STATE OF TEXAS)
COUNTY OF BEXAR) Know all men by these presents:
CITY OF SAN ANTONIO)

1. That we Valemas, Inc., a Texas Corporation, acting by and through Raul H. Ramirez, President,
as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of \$2,807,788.35 for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

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

VALEMAS, INC.

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

MEDICAL CENTER INTERSECTION IMPROVEMENTS, PHASE II

and for the performance and observance of diverse other matters and things in connection with said work; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation.

3. NOW THEREFORE, if Contractor, the principal party to this obligation shall faithfully construct and complete said structures, work and improvements, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose insofar as the same relate to or are incident to the construction and completion of said structures, work and improvements then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinance.

4. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this

_____ day of _____ A.D. 20 _____.

5. The foregoing bond is approved and accepted

this _____ day of _____
20 _____

VALEMAS, INC.

By

RAUL H. RAMIREZ, PRESIDENT

City Manager

(SEAL)

Surety

By

Address of Surety for Service Purposes

**AGREEMENT FOR
MEDICAL CENTER IMPROVEMENT**

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2004, and Medical Center Alliance, a non-profit corporation, hereinafter referred to as "Private Party."

WHEREAS, the Private Party is comprised of certain owners of property in the Medical Center Area (described below) and will be benefited by this Agreement; and

WHEREAS, the Medical Center Area is the area with in the boundaries of Fredericksburg Road, Hamilton Wolfe, Babcock Road, and Louis Pasteur; and

WHEREAS, City has approved certain funding for improvements to the Medical Center Area; and

WHEREAS, the City and Private Party have agreed, in the interest of improving the traffic pattern in the Medical Center Area, improving congestion in the Medical Center Area, improving aesthetics in the Medical Center Area, and pursuant to the terms hereof, to participate in a joint Project (hereinafter defined); and

NOW, THEREFORE, in consideration of the terms and conditions described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. THE PROJECT

Private Party shall provide the plans for and City shall construct the Project described in the plans and specifications the Private Party has developed and incorporated herein for all purposes in order to protect the health, safety, and welfare of the general public. City and Private Party, subject to the terms hereof, shall provide their respective contributions (subsequently defined herein) and referred to herein as each party's "Contribution."

II. OBLIGATIONS OF PARTIES

A. Private Party shall provide all necessary engineering and design services for the Project, subject to review and approval by the City. Private Party shall provide such other services and obligations as set forth below and elsewhere in this Agreement.

1. Provide a pictorial description of the property affected by the Project;

2. Provide the design for the Project, including by example, and not limitation, providing City a complete set of plans and specifications ("Plans and Specifications") subject to City approval and in accordance with City design standards. The Plans and Specifications shall include all design documents prepared for the Project by Private Party.
3. Develop a traffic control plan for the Project;
4. Provide continuing availability and assistance throughout construction of the Project, including, without limitation, addressing any change orders in the Plans and Specifications;
5. Expend funds, up to the amount of \$75,000, as necessary in excess of City Contribution (defined below) to complete the Project and in a manner necessary to avoid delay in construction of the Project. In the event funds are necessary to complete the Project in excess of \$2,732,224, the parties hereto shall collaborate on changing the design of the Project. City, in its reasonable discretion, shall have the final determination and approval of the re-design of the project;
6. City shall be required to only expend funds up to the amount of City Contribution to carry out its obligation under this Agreement. In the event the requirements of the Project or the Contractor requires the expenditure of funds in excess of City's Contribution, Private Party, on demand by City, shall provide funds, up to the amount of \$75,000 to City. City covenants to use such funds in the construction of the Project. In the event the parties foresee prior to commencement of construction that the Contract requires funds in excess of City Contribution, Private Party will make the appropriate contribution to City before the commencement of construction;
7. Obtain clear (marketable) fee title, to and for City for the property listed in Exhibit "D" attached hereto and incorporated herein for all purposes, City shall pay no consideration for these properties.

B. City shall construct the Project, which shall include, without limitation, the following:

1. Take title to all necessary easements and fee interests in real property necessary for City to obtain full ownership of the Project;
2. Publish a bid solicitation and award a contract for the Project including construction of improvements in compliance with all applicable laws and regulations;
3. Oversee construction of the Project;
4. Expend funds in an amount up to \$2,732,224 ("City Contribution") to construct the Project. Any excess funds shall be transferred to Phase III of the Medical Center Improvements;

5. Award the bid to the low bid responsive contractor ("the Contractor") in accordance with City's required and customary procedure;
6. Execute a Contract ("the Contract") with Contractor to construct the Project in accordance with the Plans and Specifications in the form customarily used by the City for other capital projects;

III. MISCELLANEOUS

1. All Plans and Specifications shall be subject to approval by City before any funds are expended. Private Party shall cause the Plans and Specifications to be modified as required, within City's reasonable discretion, both before and during construction of the Project.
2. Representatives of the Private Party shall have access to the Project during construction provided such access shall be accompanied by an agent of the City and will cause no delay, hinder or interfere with Contractor, or with City's efforts or delay the Project.
3. Nothing herein shall be deemed to impose liability on Private Party and/or City for actions, errors, or omissions of any third Party (including, without limitation, any third party contractor or engineer). The Private Party shall assist the City with retrieving the compensation from the third party should an action, error, or omission occurs as a result of the Private Party's engineer.
4. Any modifications to this Agreement must be in writing, and signed by each signatory hereof or its successor or they shall not be binding upon any of the parties hereto.
5. City shall execute and effectuate change orders such as become necessary with regard to the construction contract between City and Contractor, without consent of Private Party.
6. If any covenant, provision, or agreement of this Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that this Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision or agreement of this instrument that is held illegal, invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
7. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. No party may, without the prior written consent of all other parties hereto, assign any rights, powers, duties, or obligations hereunder. This Agreement shall not inure to the benefit

of any party other than the parties to this Agreement and their successors and permitted assignees.

8. Neither this Agreement nor any part thereof shall be construed as creating a partnership, joint venture or other business affiliation among the parties or otherwise.
9. This Agreement and the exhibits hereto supersede any and all other prior or contemporaneous agreements, oral or written, among the parties hereto with respect to the Project.
10. All notices given with respect to this Agreement shall be in writing and deemed delivered upon receipt if hand delivered or sent by confirmed facsimile transmission, and, if mailed, deemed received on the third business day after deposit in the United States mail, postage prepaid, addressed to the parties shown below:

IF TO THE CITY:

City of San Antonio
ATTN: CITY MANAGER
PO Box 839966
San Antonio, Texas 78283-3966
FACSIMILE: (210) 207-4217

IF TO PRIVATE PARTY:

Mr. Richard McNary
Project Control of Texas
17300 Henderson Pass, Suite 110
San Antonio, Texas 78232
FACSIMILE: (210) 545-5450

AND

WITH A COPY TO:

City of San Antonio
Office of the City Attorney
ATTN: ANDREW MARTIN
City Hall/3rd Floor
PO Box 839966
San Antonio, Texas 78283-3966
FACSIMILE: (210) 207-4004

Mr. William Balthrope
President, Medical Center Alliance
4242 N. Pan Am Expressway
San Antonio, Texas 78205
FACSIMILE: (210) 223-6411

AND

Mr. James F. Summers
Fulbright & Jaworski LLP
300 Convent, Suite 2200
San Antonio, Texas 78205
FACSIMILE: (210) 270-7205

11. This Agreement shall be governed by and construed under the laws of the State of Texas. Venue for any legal action arising out of this Agreement shall be exclusively in Bexar County, Texas.

12. The parties hereto agree they will execute such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate the purpose of this Agreement.
13. Each signatory hereof represents to the other parties to this Agreement that he or she has been duly authorized to do so and in so doing shall bind the party on whose behalf he or she is signing to the terms hereof.
14. Each party hereto shall pay its own attorney's fees with respect to the drafting, review and negotiation of this Agreement and all subsequent instruments and agreements related to the Project, and none of such fees shall in any event ever be considered part of the Project costs payable pursuant to the terms hereof. In the event it should ever become necessary for any party to retain the services of any attorney to enforce its rights hereunder against any other party(ies) hereto, then, should such party prevail, to shall be entitled to recover, in addition to any other damages and awards to which it may be entitled, its reasonable attorneys' fees from the defaulting party(ies).
15. Any amounts which any party hereto may become obligated to pay to any other party under the terms hereof shall be paid within thirty (30) days after the same become due, and in the event such amounts are not paid within such time, then they shall accrue interest from the expiration of such thirty (30) day period until paid at the lesser of eighteen percent (18%) per annum or the maximum nonusurious rate allowed by applicable law.
16. Time is of the essence of this Agreement and each and every provision hereof.
17. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same instrument.

THE CITY OF SAN ANTONIO

MEDICAL CENTER ALLIANCE

Printed Name:_____

Title:_____

Printed Name:_____

Title:_____