

AN ORDINANCE **42967**

AUTHORIZING THE PUBLIC HEALTH CENTERS-SOUTHWEST BRANCH PROJECT AND ESTABLISHING A BUDGET FOR SUCH PROJECT; ACCEPTING THE LOW BID OF JOERIS & CLAUSS CONSTRUCTION CO. FOR CONSTRUCTION OF SAID CENTER; AUTHORIZING EXECUTION OF A CONTRACT COVERING SUCH WORK, APPROVING PAYMENT OF \$763,000.00 TO SAID CONTRACTOR OUT OF FUND NO. 792-12, \$20,710.00 TO BE USED AS A MISCELLANEOUS CONTINGENCY ACCOUNT AND \$1,550.00 FOR CONTINGENCY ARCHITECTUAL EXPENSES.

* * * *

WHEREAS, the City in its Resolution No. 71-35-101 passed on July 29, 1971 approved a project known as PUBLIC HEALTH CENTERS - SOUTHWEST BRANCH and authorized the submission of an application to the Texas Department of Health for extension of a grant from the U. S. Department of Health, Education & Welfare Hill-Burton Act funds, and the City has been notified of approval of a grant, NOW THEREFORE:

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

SECTION 1. A total project cost of \$1,104,500.00 is approved for the project designated the PUBLIC-HEALTH CENTERS - SOUTHWEST BRANCH. Sources of funding are the amount of \$490,000.00 extended in the grant from Hill-Burton Act funds above referred to and the sum of \$614,500.00 from 1970 Public Hygiene General Obligation Bond funds.

SECTION 2. Fund No. 792-12 and Appropriation Account No. 79-20-12 are hereby designated to contain the accounting transactions of this project. The amount of \$1,104,500.00 is appropriated in Fund 792-12 to Appropriation Account No. 79-20-12 for expenditure in accordance with the following budget:

<u>Expense</u>	<u>Acct. No.</u>	<u>Amount</u>
Contingency - Architect	4-94	\$ 1,550.00
Contingency - Miscellaneous	4-95	20,710.00
Land	5-04	26,200.00
Buildings	5-08	763,000.00
Improvements Other Than Buildings	5-12	2,000.00
Mach. & Equip. Other Than Automotive	5-20	230,000.00
Architectural Contracts	5-35	61,040.00
<u>Total</u>		<u>\$1,104,500.00</u>

SECTION 3. The sum of \$614,500.00 is appropriated in the 1970 Public Hygiene Bonds Fund No. 409-04 to Appropriation Account No. 40-94-06, Expense Account 4-03 and this amount is authorized to be paid as needed from Fund No. 409-04 to Fund No. 792-12 as contribution to this project. Temporary loans are authorized to be made as needed to the project from Fund 409-04 up to the amount of \$490,000.00, being the amount of the federal grant, to be repaid from Fund 792-12 upon receipt of the federal grant proceeds.

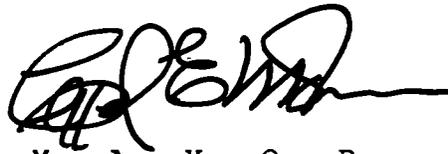
SECTION 4. Previous Appropriation Account No. 40-94-00 in the 1970 Public Hygiene Bonds Fund No. 409-04 previously set up for this project is directed to be closed. Expenditures in said account now on the books are directed to be offset against the contribution payable from said fund to Fund 792-12 and a reciprocal credit made in Fund 792-12 to the contribution receivable by said fund from Fund 409-04.

SECTION 5. The architectural appropriation above is directed to be encumbered in the amount of \$47,670.00 provided to be paid in architect fees in Ordinance 39521 passed on May 27, 1971 to Hesson and May Associates, architects. The additional amount of \$13,370.00 is directed to be further provided out of the above architectural appropriation for payment to said contractor, totalling \$61,040.00 in architect fees payable to said architect in this project under their contract with the City. The amount of \$1,550.00 is provided for payment of contingent architect expenses from the above appropriation to Account 4-94.

SECTION 6. The low bid of Joeris and Clauss Construction Co. of San Antonio, Texas, contractor, dated September 25, 1973, in the amount of \$763,000.00 to construct the building improvement in this project is hereby accepted. The bid document of said contractor is attached hereto and incorporated herein by reference. Payment of the contract consideration is authorized to be made from the sum appropriated in this project for building construction in the budget above. The amount of \$20,710.00 is provided for payment of miscellaneous contingent expenditures in this project out of the amount appropriated above for such expenditures. The City Manager is authorized to execute a standard City Public Works Contract covering the construction.

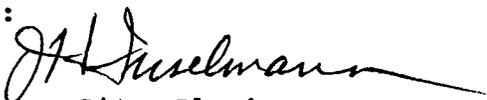
SECTION 7. The grant in the amount of \$490,000.00 awarded by the Texas State Department of Health from Hill-Burton funds and identified by said agency as Agreement: Texas-552 & 552d is hereby accepted. A copy of said agreement is incorporated herein by reference. The Health Director is authorized to execute such documents as the agency may require in extending its grant.

PASSED AND APPROVED this 1st day of November, 1973.



M A Y O R
Clifford E. Morton PRO TEM

ATTEST:



City Clerk

APPROVED AS TO FORM: R
City Attorney

APPROVED AS TO FUNDS: Case White
Director of Finance

73-56

DISTRIBUTION

ITEM NO. 5

AVIATION DIRECTOR	
BUILDING & PLANNING ADMIN.	
CITY WATER BOARD	
COMMERCIAL RECORDER	
COMMUNITY DEVELOPMENT OFFICER	
COMMUNITY ANALYSIS DIVISION	
COMPREHENSIVE PLANNING	
CONVENTION BUREAU	
CONVENTION CENTER	
FINANCE DIRECTOR	
ASSESSOR	
BUDGET	
CONTROLLER	
TREASURY DIVISION	
FINANCE-MODEL CITIES	
FINANCE-GRANT SECTION	
INTERNAL AUDIT	
MANAGEMENT ANALYSIS	
PROPERTY RECORDS	
FIRE CHIEF	
HEALTH DIRECTOR	
HEMISFAIR PLAZA	
LAND DIVISION	
LEGAL	
BACK TAX ATTORNEY	
LIBRARY DIRECTOR	
MARKET & PARKING	
MODEL CITIES	
MUNICIPAL COURTS	
PARKS & RECREATION DEPT.	
PERSONNEL DIRECTOR	
POLICE CHIEF	
PRESS ROOM	
PUBLIC INFORMATION	
PUBLIC WORKS DIRECTOR	
ENGINEERING DIV.	
ENGINEERING - SEWERS	
PUBLIC SAFETY - ASSOC. MGR.	
PURCHASING	
SPECIAL SERVICES	
TRAFFIC & TRANSPORTATION	
ASSOC. MGR. C. GUERRA	

MEETING OF THE CITY COUNCIL DATE: NOV 1 1973
 MOTION BY: Padilla SECONDED BY: Becker
 ORD. NO. 42967 ZONING CASE _____
 RESOL. _____ PETITION _____

COUNCIL MEMBER	ROLL CALL	AYE	NAY
LILA COCKRELL PLACE NO. 1		<i>ab</i>	
DR. JOSE SAN MARTIN PLACE NO. 2		<i>✓</i>	
CHARLES L. BECKER PLACE NO. 3		<i>ab</i>	
REV. CLAUDE BLACK PLACE NO. 4		<i>ab</i>	
GLENN LACY PLACE NO. 5		<i>✓</i>	
CLIFFORD MORTON PLACE NO. 6		<i>✓</i>	
ALFRED BECKMANN PLACE NO. 7		<i>✓</i>	
ALVIN G. PADILLA, JR. PLACE NO. 8		<i>✓</i>	
LEO MENDOZA, JR. PLACE NO. 9		<i>✓</i>	

73-56

9.25

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS

FOR THE CONSTRUCTION OF

SOUTHWEST BRANCH
PUBLIC HEALTH CENTER
PROJECT TEX 552 & 552d

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 360
calendar
~~working~~ days.

Accompanying this Proposal is a Bid Guaranty in the amount of _____

5% Bid Bond Dollars (\$ _____), said amount being

_____ 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, as herewith provided, within ten (10) days after such acceptance, the City of San Antonio shall, in any of such events, be en-

titled 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.

JOERIS & CLAUSS CONSTRUCTION CO.

(Name of Bidder)

By:

Leo J. Joeris
(Signature)

President

(Title)

ATTEST:

Reginald A. Clauss

Amount of Base Bid:

Seven hundred sixty-three thousand
(\$763,000.00)

P. O. Box 32086, San Antonio, Texas 78216

(Address)

Alternates (if applicable):

(1) _____

(2) _____

(3) _____

Please return bidders check to Joeris & Clauss Construction Co.

(Name)

Tel. No. 344-0187

P. O. Box 32086

(Address)

Date September 25, 1973

San Antonio, Texas 78216

(Address)

CONSTRUCTION CONTRACT

(General Form)

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

CONTRACT FOR Public Health Centers - Southwest Branch

THIS AGREEMENT made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a municipal corporation, in the State of Texas, hereinafter termed "City", and

Joeris & Clauss Construction Co.
P. O. Box 32086
San Antonio, Texas 78216

hereinafter termed "Contractor", said agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Contractor,

WITNESSETH: That the parties hereto, each in consideration of the agreements on the part of the other herein made and referred to, have covenanted mutually, and hereby mutually covenant, the City for itself and its successors, and the Contractor for itself or himself or themselves and his or their heirs, executors and administrators or successors, as follows, to-wit:

A. DEFINITIONS & SCOPE OF CONTRACT

- CITY AND OFFICIALS.** Whenever in this contract is found the term "City", "City Council", "City Manager", "Director of Public Works", "Director of Finance", "City Clerk" or other designation of any City institution, officer, employee or title, or a pronoun in its, his or their place, the same shall, unless indicated otherwise, be understood to mean the City of San Antonio or its successors, or the governing body, or the person or persons now or hereafter holding or exercising the duties of such designated official position, office, employment or title, in said City, or any person or persons acting lawfully in the corresponding official capacity on behalf of said City at such time and within the powers and authority held by him or them;
- CONTRACTOR.** Whenever the term "Contractor" or a pronoun in its place is used herein, it shall be taken to include any person, association of persons, firm or corporation, notwithstanding such pronoun may be used in the masculine gender or singular number, and said term or pronoun shall include in their respective capacities, the President, Manager, or other officer or agent for the time being, representing or locally managing the work of any corporation contracting herein.
- INCLUDED INSTRUMENTS.** The notice to Contractors, specifications including any Special and General Conditions, plans, instruction to bidders, advertisement for bids, the bid proposal, and the construction bond, payment bond, and other bonds, if any, made by the Contractor, the Charter, Ordinances and Resolutions of the City, all in so far as prepared for or relating to said work herein undertaken are hereby made a part of this agreement and are included in this contract as if rewritten or copied in full herein, and shall be deemed "included instruments" when that term is used.
- CONTRACT TO CONTROL.** In case of conflict or inconsistency between this contract and the specifications or other included instruments, this contract shall control, but insofar as such provisions can stand together they shall all be regarded as cumulative.
- SCOPE OF CONTRACT AND SPECIAL PROVISIONS FOR SUPERVISION OF WORK.** It is contemplated that this contract shall be used as a general form of construction contract for public works projects and for some of said work independent consulting Architects or Engineers may be engaged, their identity and capacity shall be designated herein; however, Contractor understands that City may abrogate the authority of such consultant as provided in the terms of its contract relationship with the latter, and the Director of Public Works shall, in such event, be vested with all powers formerly exercised by such consultant, provided written notice of such substitution shall be immediately served on the Contractor in writing. Nothing herein shall authorize independent agreements between Contractor and such Engineer or Architect, nor shall the latter be deemed to bear a legal relationship to either Contractor or City other than as evidenced by the City's contract with such consultant.
- DEFAULT AND VIOLATIONS OF CONTRACT.** If Contractor shall fail or refuse to take such measures as the Director of Public Works may determine to be necessary to insure the completion of the work within the time allowed therefor, or if the work to be done under this contract shall be abandoned by Contractor, or if this contract, or any right or interest therein shall be assigned or sub-let by Contractor otherwise than is herein specified, or if at any time said Director of Public Works shall certify in writing that Contractor is willfully violating or refusing to observe any of the conditions, provisions or stipulations of this contract or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work is not fully completed within the time allowed for its completion, then, in any such event, the City Manager shall be authorized at his election to order Contractor to discontinue all work under this contract by written notice given as herein provided; and Contractor and his employees shall thereupon discontinue all work upon said premises; and the City shall, upon such notice having been given, be authorized

fully to enter upon said premises, through any designated officer, agent or contractor, and to take full possession of said work, and to order or contract for the completion of said work in any manner it may deem proper; and said City shall thereupon have a right to take full possession of, and to use for the purposes of said work, all materials, tools, implements or machinery previously provided by the Contractor for the performance of the work and located at the project site. All costs and expenses requisite to the completion of the work by the City whether accomplished by contract or otherwise, and including reasonable costs of supervision, together with damages for delay as herein specified, shall be charged to and paid by Contractor. If the cost of such completion by the City shall be less than the amount agreed to be paid to the Contractor hereunder, the Contractor shall forfeit by virtue of his default the right to any difference unless otherwise specified by the City Manager; if, however, the cost of such completion shall exceed the amount herein agreed to be paid to Contractor, then the Contractor or his bondsman shall pay to the City the amount of such additional costs and expenses to be fixed and determined as herein provided.

- 7 **COMMUNICATIONS BETWEEN CONTRACTOR AND CITY.** The Contractor agrees that the following address in the City of San Antonio, Texas, shall be used for the transmission to him of any notices or correspondence in connection with the performance of this contract:

The above address may be changed only by filing written notice to that effect with the Director of Public Works. All communications, notices and other correspondence forwarded to the above address shall be presumed conclusively to have been delivered by regular course of mail to the Contractor.

8. **PREVAILING WAGE RATE AND GENERAL LABOR CONDITIONS.** The provisions of Vernon's annotated Civil Statutes, Article 5159a, are expressly made a part of this contract. In accordance therewith, a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform this contract is included with the Special Conditions and made a part hereof. The Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the contractor or any sub-contractor under him. The establishment of prevailing wage rates pursuant to Article 5159a shall not be construed to relieve the Contractor from his obligation under any Federal or State Law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed hereunder. The Contractor, in the execution of this project, agrees that he shall not discriminate in his employment practices against any person because of race, color, creed, sex or origin.
9. **ASSIGNMENTS AND SUBLETTING.** Contractor shall not assign, transfer, convey, sub-let or otherwise dispose of this contract, or any portion thereof, or any right, title or interest in, to or under the same, without previous consent in writing of the City, to be endorsed hereon or hereto attached; and Contractor shall not assign by power of attorney or otherwise any of the monies or other considerations to become due and payable by the City under this contract; unless by and with the consent signified in like manner. And in any event whatsoever, whether by such consent, by operation or law or otherwise, any and all such assignments, transfers or sub-lettings, and the entire subject matter thereof, shall be and remain subject to all rights of the City herein or otherwise provided, and no waiver of this stipulation can be invoked against the City. In no event shall the City be liable in excess of the consideration of this contract in the case of any such assignment, transfer, conveyance or sub-letting of the work or performance which is the subject hereof. The City reserves the right to withhold any monthly payment hereafter provided for in the event of an assignment or subletting of a portion of the work without the consent and knowledge of the City and by reserving such right, the City shall not be deemed to have waived its right to declare a full breach of this contract for Contractor's failure to comply with provisions hereof, such remedy being alternative only and exercisable at the option of the City.

B. SCOPE OF WORK

1. **DESCRIPTION AND LOCATION.** The site of the work herein contemplated is located and described generally as follows:

Public Health Centers - Southwest Branch

and this contract is performable exclusively in Bexar County, Texas.

2. **GENERAL UNDERSTANDING.** Contractor at his own cost and expense shall furnish all supervision, tools, implements, machinery, labor, materials and accessories, such as are necessary and proper for the purpose, and pay all permit and license fees, and shall at his own cost and expense construct, build and complete, in a good, first class, substantial and workmanlike manner, the structures, work and improvements herein described or referred to in and upon a certain parcel or parcels of land hereinafter described or referred to, all according to this contract and the included instruments, prepared by

Hesson & May Associates

and now on file in the office of the Engineering Division of the Public Works Department; and according to field interpretations to be furnished Contractor by the City upon request. If figures or quantities of materials, supplies or other items needed for this project are furnished in the plans and specifications, same shall be understood to be estimates only and the Contractor shall be responsible for any discrepancies between such estimates and the quantities required.

3. **WORK UNDERSTOOD BY CONTRACTOR.** Contractor declares that prior to the submission of his bid proposal on this contract he has thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the "included instruments" as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location. Contractor hereby accepts such "included instruments" as satisfactory in all respects to accomplish the proper performance of the work at the project site and accordingly assumes the risk of any delays or additional costs which might arise from errors or miscalculations in such "included instruments" or from erroneous assumptions upon which same may have been predicated as to the physical conditions at the work site including, but not by way of limitation, latent defects or conditions of the subsoil.
4. **IMPLIED WORK.** Any work or materials that may have been omitted in the description of said project, but the use of which is implied or necessary to the project's completion, shall be deemed to be included in this contract and shall be furnished by the Contractor as if the same had been stated specifically, without any additional charge to the City.
5. **INCIDENTAL WORK, CONNECTIONS AND PASSAGEWAYS.** The Contractor shall do and perform all implied or incidental work necessary to completion of this contract including, but not by way of limitation, the following: Shall make and provide all suitable connections with existing improvements as are necessarily implied herein for proper completion of the project; shall provide passageways or leave open such thoroughfares in the work area as may be required by the City and shall protect and guard same at his own risk as more specifically detailed in Paragraph E-1 hereof; and shall continuously maintain the work area in a clean and workman like manner and prior to final acceptance of the work, restore the site to its prior condition to the extent permitted by the improvement. All of said incidental work to be done to the satisfaction of the City at Contractor's own cost and expense.
6. **WORK AND MATERIALS.** All materials used by the Contractor shall conform to the specifications. However, if the specifications are silent, only the best quality materials shall be used, and in the event of dispute as to the relative quality of materials, the selection of the Director of Public Works shall be final. All of said work shall be executed in a good, thorough and workmanlike manner, to the satisfaction of the Director of Public Works, who, together with all assistants and inspectors under his direction, or in the employ of the City for the purposes of said work, shall at all times have free access to the project site, stores and materials, and shall be privileged to take such samples of all materials and to cause tests of materials or of any part of the work to be made except as otherwise provided in the specifications. Contractor shall render all assistance required of him by the Director of Public Works or his aforementioned assistants or inspectors in connection with any such tests, and if any part of the work or the materials used shall be found unsuitable or improper, either wholly or in part, Contractor shall correct or remove such defective work or materials from the project site. In connection with the visual inspection or materials testing contemplated herein, it is clearly understood that the City exercises no right to control the means of accomplishing the end product of the work and no approval of any phase of the construction project by any of the City's agents or inspectors shall relieve the Contractor from full compliance with the specifications regarding the ultimate work product and any additional cost or delay occasioned by defects in the work or failure to meet specifications at any such phase shall be borne by the Contractor.
7. **CONTRACTOR'S RISK.** Contractor shall be responsible for the complete performance of and compliance with this contract, and for all materials on the ground or elsewhere, and for all the work performed under this contract, and shall protect the same from all loss or damage from any cause whatsoever until final completion and acceptance; and shall deliver said structures, work and improvements to the City in a completed and perfect condition in accordance with this contract.

C. BEGINNING AND COMPLETION OF WORK, DAMAGES FOR DELAY

1. **TIME TO BEGIN WORK.** The work embraced in this contract shall be begun by contractor within seven (7) days after City shall notify Contractor in writing to begin, and if such work be actually begun by Contractor before such notice, then the period of time herein allowed for the completion of the work shall begin to run from such date when work is actually commenced.
2. **COMPLETION OF WORK.**
 - a. **Working Day Contract** — After beginning work as outlined in Paragraph C-1 above, the Contractor shall prosecute same continuously and diligently for and during the period of calendar days consecutive working days, during which period of time Contractor binds and obligates himself at all times to employ sufficient force and diligence to complete said structures, work and improvements, and to deliver same over to the City in a completed, undamaged and clean condition; and the time of beginning, rate of progress and time of completion of said work are hereby declared and understood to be of the essence of this contract; provided, however, said Director of Public Works may suspend said work wholly or in part by his written order whenever in his opinion the interests of the City require the suspension of such work, such orders not to continue in effect longer than one week at any one time. The City may, at its discretion, establish phases of the project or areas of the work to be performed and in such order or sequence as the City shall deem best in the public interest.

Should the work be delayed necessarily by any damage that may happen thereto by any unusual, unavoidable accident, or by the condition of the weather, or by action of the elements, or by any general strike of employees, or by shortage of materials, or by suspension of the work, or by any injunction or other court action or by any delay which may exist for the City to procure any title to lands or any right or interest

therein needed for the purposes of said work, Contractor shall have no claim for damages on account of such delay, but working days will not be charged during the period of any such delays.

- b **Date Certain Contract** — After beginning work as outlined in Paragraph C-1 above, the Contractor shall complete the work 360 calendar days, during which period of time Contractor binds and obligates himself at all times to employ sufficient force and diligence to complete said structures, work and improvements, and to deliver same over to the City in a completed, undamaged and clean condition; and the time of beginning, rate of progress and time of completion of said work are hereby declared and understood to be of the essence of this contract; provided, however, said Director of Public Works may suspend said work wholly or in part by his written order whenever in his opinion the interests of the City require the suspension of such work, such orders not to continue in effect longer than one week at any one time. The City may, at its discretion, establish phases of the project or areas of the work to be performed and in such order or sequence as the City shall deem best in the public interest. No additional time for completion will be allowed unless granted in writing by the Director of Public Works.
3. **DAMAGES FOR DELAY.** If Contractor shall fail to complete the work within the time herein specified or otherwise allowed therefor, he shall be liable for the wages of any inspector or inspectors employed by the City on said work at the rate of thirty-five dollars (\$35 00) per day per inspector from the end of said time allowed for the completion of the work, until actual completion thereof; and in addition to said wages of inspectors, the following sums per day for the period of such delay shall be paid or allowed by Contractor to City or be deducted by the City on final estimate and settlement, not as a penalty, but as liquidated damages due to City for expense, loss and public inconvenience resulting from failure to complete said work within the time allowed, such time of completion being an essential element and consideration, as a result of such delay:

For Amount of Contract	Amount of Liquidated Damages per Day
\$ 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

The amount of all such damage shall be fixed and determined by the written certificate of Director of Public Works, whose judgment shall be final disposition thereof.

4. **COMPLETION.** Completion of the project will be considered only after all stipulations, requirements and provisions of this contract are faithfully completed and the project is delivered to the City for use. In the event that only minor items remain for completion, the Director of Public Works may issue a conditional approval in accordance with Paragraph D-2, listing the exceptions; however, the completion date will not be effective until all items noted as exceptions in the Conditional Approval have been corrected.
5. **NO WAIVER OF CITY'S RIGHTS.** Neither the inspection nor approval by said Director of Public Works or any inspector, officer or employee of the City, nor any order, measurement or certificate by said Director of Public Works, nor any estimate or payment by the City for any part of said work, or material or method or equipment, nor any extension of time, nor any possession of the work or place taken by the City, or any officer or employee thereof at any time before final acceptance, shall operate as a waiver of any provision or obligation of this contract or of any right or power herein given or reserved to said City, or of any right to claim any indemnity or damages herein provided for; nor shall any waiver of any breach of this contract be deemed as a waiver of any other or subsequent breach; and every right or remedy under this contract or included instruments shall be cumulative, and in addition to all other rights and remedies.
6. **OCCUPANCY.** The City, at the discretion of the Director of Public Works, shall have the right to take possession of and use any completed portion or partially completed portion of the structure or work, provided, in the opinion of the Director of Public Works, such possession or use does not materially affect the Contractor's ability to proceed with his work on the project. No additional time will be granted the Contractor for occupancy or possession and use of any partially completed or completed work, and such possession or use shall not constitute acceptance of the work taken or used.

D. PAYMENT

1. **PRICES AND CONSIDERATIONS.** In consideration of the faithful performance of this contract and the construction, completion, and delivery of said structures, work and improvements, the City of San Antonio agrees and shall be and is hereby bound and obligated to pay at the office of the Director of Finance of the City of San Antonio, in Bexar County, Texas, to the Contractor as hereinafter provided out of its fund

Public Hygiene Bond Fund 792-12

the following sum or amount or amounts, or prices, to-wit:

Seven hundred sixty three thousand and no cents. (\$763,000.00)

the same being the amount or amounts or prices for said work named in the proposal of Contractor, attached hereto as an included instrument.

2. **MONTHLY ESTIMATES.** During the early part of each month as the work progresses said Director of Public Works shall make an estimate of the materials wrought into the work and the labor performed during the preceding month, as well as the number of working days used during such month, and the City shall thereupon, about the middle of each month, make payments to Contractor of monthly installments based upon such estimate in a sum equivalent to ninety percent (90%) of each such monthly estimate. At the time the last monthly estimate is paid, a letter of conditional approval will be furnished the Contractor. The remaining ten percent (10%) of the estimated value shall be held by the City until the final settlement hereinafter provided for. However, where the contract price exceeds one million (\$1,000,000.00) dollars, installments shall be paid to Contractor at the rate of ninety-five (95%) percent of each monthly estimate, and the retainage held until final acceptance shall be five (5%) percent. The payments of such installments shall be held to be payments on account of the contract sum, and the certificates or estimates of the Director of Public Works upon which such monthly payments are based shall be held to have been given only for the purposes of fixing the sums to be so paid in compliance with Paragraph D-5 hereof and shall not in any way be deemed to have been an acceptance of any part of the work, or to prejudice said City in the final settlement of account or in requiring the completion of the work as herein provided.
3. **FINAL ESTIMATE.** Contractor shall not be entitled to receive payment of any sum in excess of the amounts paid upon such monthly estimates as outlined above for at least thirty (30) days after transmittal of the letter of conditional approval and not before all the stipulations, requirements and provisions of this contract are faithfully performed and complied with, and unless and until said structures, work and improvements shall be entirely completed, and delivered to and accepted by the City in accordance with this contract; and such completion, delivery and acceptance is evidenced by the final certificate of the Director of Public Works and such certificate of acceptance is approved by the City Manager. Simultaneous with the transmittal of the final certificate of completion, delivery and acceptance, the Director of Public Works shall prepare his final estimate as the basis for final settlement upon this contract, whereupon the same having been first approved by the signature of the City Manager and Director of Finance, City shall pay to Contractor the amount of such final estimate, taking into account all amounts previously retained and deducted from such monthly estimates and remaining payable to Contractor, but deducting from the amount of such final estimate and retaining any and all sums which are to be deducted by City or paid or allowed by Contractor to City, or claimed for labor or materials furnished by any person, firm or corporation, or which are to be retained and held by City for any reason.
4. **CLAIMS FOR LABOR OR MATERIALS.** Contractor hereby agrees to promptly pay all persons supplying labor, services and materials in the prosecution of the work provided for in this contract and any and all duly authorized modifications of said contract that may hereafter be made, and shall and will fully indemnify and hold harmless the City against any and all claims, liens, suits or actions asserted by any person, persons, firm or corporation on account of labor, materials or services furnished such Contractor during the prosecution of the work herein undertaken and Contractor shall execute a bond for this purpose as hereinafter set out. Before the City shall be obliged to pay any amount to Contractor on final settlement, Contractor shall furnish to the satisfaction of the Director of Finance, evidence that all labor employed and all materials used in the construction of the work have been fully paid for by Contractor. And in case any person claiming to have performed any labor or to have furnished any materials toward the performance of this contract shall at any time file with the Director of Finance of the City an itemized account of such claim prepared and verified by claimant as nearly as practicable in the same manner as is required by the laws of Texas for suits on sworn accounts, then and in each case said Director of Finance may retain out of the amount of any subsequent estimate or estimates, monthly, final, or otherwise, or out of any payment or payments thereafter to be issued to Contractor, an amount or amounts sufficient to satisfy each such claim; and the City shall be authorized to hold the money so retained in each case until Contractor shall present and deliver to the Director of Finance a good and sufficient written release evidencing the satisfaction or withdrawal of such claim or claims, or until Contractor shall make, procure and deposit with the City a special indemnity bond, such as may be satisfactory to and approved by the Director of Finance, in a sum at least equal to the amount so retained, payable jointly to said City and to said claimant, as their interest may appear, and conditioned that, Contractor shall and will pay and satisfy such claim or claims in case Contractor shall be held liable therefor.
5. **DIRECTOR OF PUBLIC WORKS TO FINALLY DETERMINE ALL AMOUNTS PAYABLE OR CHARGEABLE.** It is specially understood and agreed that subject only to the prices, terms and provisions specifically set forth in this contract and included instruments, the written estimates and certificates of the Director of Public Works shall be final in fixing and determining amounts payable or chargeable hereunder to Contractor by City as required by the other terms and conditions hereof, also in case of controversy, in fixing and determining all unliquidated sums to be deducted and retained by City for any purpose whatever out of any funds estimated as payable to Contractor by City.
6. **ALTERATIONS AND EXTRA WORK.** Said Director of Public Works may, by his written order, approved by the signature of the City Manager, make deletions, alterations, modifications or additions in the specifications and plans for the work for the purpose of perfecting the work herein undertaken or the ramifications thereof, and the Contractor shall execute the work as so changed, provided the entire cost of such extra work as results from such changes, including the cost of extra work resulting from any prior alterations, modifications, or additions so ordered, shall not exceed five percent (5%) of the original amount of the contract, as set out in Paragraph D-1 hereof; and provided further that the price is agreed upon in writing before the work is done or materials furnished and that such agreement is signed by the Contractor and by the Director of Public Works and the City Manager, it being further agreed and understood that if no such agreement as to price can be reached after discussions, that payment by the City shall be upon the basis of cost of labor and materials plus ten percent (10%). The cost of such extra work shall be added to the estimates payable to the Contractor by the City, all of which shall be effected under the terms and provisions of this contract. The Director of Public Works may order the Contractor to omit any part or parts of the work remaining to be done and the City shall not be bound to pay for such work so ordered to be omitted. No additional working time will be granted for alterations and/or extra work unless specified in said written order approving work.

E. INDEMNIFICATION

1. **CARE TO AVOID ACCIDENTS OR INJURY TO PERSON OR PROPERTY.** During the performance of the work within the contemplation of this contract and until final completion and acceptance thereof, Contractor shall exercise the utmost care to avoid accident or injury to persons or property. He shall place and maintain all necessary barriers and safeguards, including watchmen, if necessary, about the work site for the prevention of accidents and at night shall maintain adequate lights and other warning devices, and generally shall take all precautions requisite to the protection of the general public and properties adjacent to the work site. Contractor shall and will indemnify and save harmless the City from and against any and all actions and claims, and against all costs, damages and expenses to which the City may be put by reason of any injury or alleged injury to person or property, resulting or alleged to result from or to be occasioned by the acts or omissions of the Contractor, whether negligent or otherwise, in the performance, conduct or maintenance of the work, or in guarding same, or from any improper methods, tools, implements or materials employed therein, or on account of any such acts or omissions of Contractor's agents, servants, employees, assignees or sub-contractors (including the agents, servants and employees of such sub-contractor); and Contractor or his insurer shall well and truly make payment of any and all sums recovered against the City in any suit or suits on account of such alleged injury or damage, to which the City may be made a party, together with all costs, damages and expenses borne by the City in connection with such suits, all in a manner as to save the City harmless from any expense connected with such actions and claims. The City is further authorized, upon the order of the Director of Public Works, to deduct or retain from any estimate or estimates or amounts retained hereunder, such sum as may be claimed for any injury or damage described above unless and until Contractor shall give a further and special bond or deposit adequate to cover such contingent liability as determined by the Director of Public Works or otherwise present evidence of full indemnification to the City in connection with such claims or actions.
2. **PATENTS, ETC.** Contractor agrees that he will at all times pay all fees, royalties or license charges on all patented, registered or copyrighted machines, materials, methods or processes used in the construction of said work and supplied as a part of the finished work, or appurtenant thereof; and that he will ever hold the City free and harmless from any and all claims on account of the use of any machines, materials, methods or processes.

F. INSURANCE

1. The following types of insurance shall be furnished for the duration of the project, and two copies of Certificates of Insurance showing compliance with the provisions of this paragraph shall be furnished to the Department of Public Works prior to or at the time this contract is executed by the Contractor and before a Work Order is issued.
 - a. Workman's Compensation Insurance — statutory requirements
 - b. Automobile Liability Insurance with limits of
 - Personal Injury — \$ 100,000.00 each person, \$ 300,000.00 each accident
 - Property Damage — \$ 50,000.00 each accident
 - c. Comprehensive General Liability endorsed to include blanket contractual coverage — Bodily Injury — \$ 100,000.00 each person and \$ 300,000.00 each occurrence; Property Damage Liability — \$ 50,000.00 each occurrence, \$ 100,000.00 aggregate.
 - d. When explosives are used, Comprehensive General Liability on an occurrence basis endorsed to include blanket contractual coverage — Bodily Injury — \$ _____ each person and _____ each occurrence; Property Damage Liability — \$ _____ each occurrence.

DELETED

DELETED

E. Builder's Risk - The contractor shall provide, keep in force, and at his own cost maintain, at all times during the conduct and progress of the work sufficient policies of insurance to amply indemnify himself and the risks or loss or damage by fire, wind-storm, tornado, cyclone and hail that may occur to the work and the acceptance of same as a whole. All such policies shall be open to inspection of the Owner. If the Contractor fails to show them on request, the Owner may insure his own interest and charge the cost thereof to the Contractor.

1. **CONTRACTOR'S GUARANTEE AND MAINTENANCE BOND.** Contractor agrees to so construct the work and use such materials therein as will insure the good condition and repair of the completed project for a warranty period of at least

subsequent to the date of the certificate of final acceptance hereinabove provided for; and if required by the Special Conditions of the Specifications, the Contractor shall furnish a Maintenance Bond in the amount of

which shall be satisfactory to the City as to form and sufficiency, conditioned that the Contractor's obligation during the guarantee period above set out shall be performed. Such bond, if required, shall be attached hereto as an included instrument.

2. **PERFORMANCE BOND.** Contractor hereby agrees to execute with sureties and deliver to the City, at once, a "Performance Bond" in the total amount of the contract price, \$ 763,000.00, approved by the City as to form and sufficiency, conditioned that Contractor shall faithfully perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of this contract, said Performance Bond to be attached hereto as an included instrument.
3. **PAYMENT BOND.** Contractor hereby agrees to execute with sureties and to deliver to the City, at once, a "Payment Bond" in an amount at least equal to the contract price, such as shall be satisfactory to the City as to form and sufficiency, as security for the payment of all persons supplying labor and material in the prosecution of the work provided for in this contract; said Payment Bond to be attached hereto as an included instrument.
4. **CONTRACTOR AND SURETIES STILL BOUND.** No assignment, transfer or sub-letting, whether with or without the consent of said City, and no order of said City for or approval of any alterations or modifications in said specifications, plans, or work, and no change in the requirements or order for extra work made by the City as provided in this contract, shall ever in any manner release or diminish the responsibility of Contractor or any surety on any bond of Contractor, but on the contrary, such responsibility shall extend to and comprehend all such changes and other matters.

This document and included instruments is the entire contract and recites the full consideration between the parties, there being no other written or parol agreement; it being understood that the Charter of the City of San Antonio requires all of its contracts to be written and made by ordinance.

The following paragraphs were deleted prior to execution:

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 by the City Clerk; and the said Contractor, acting by _____ thereunto duly authorized

DONE at San Antonio, Texas, on 13th day of November, A.D. 19 73.
 (CITY SEAL) _____ does now sign, execute and deliver this instrument.
 CITY OF SAN ANTONIO

By: [Signature]

 City Manager

ATTEST: [Signature]

 City Clerk

 Joeris & Claus Construction Co.
 Contractor
 By: [Signature]

 Leo S. Joeris, President
 (Title)

ATTEST: [Signature]

 Secretary

PAYMENT BOND

STATE OF TEXAS, }
COUNTY OF BEXAR, }
CITY OF SAN ANTONIO, }

KNOW ALL MEN BY THESE PRESENTS:

1. That we Joeris & Clauss Construction Co., a Texas Corporation acting by and through its President, Leo S. Joeris as Principal, and UNITED STATES FIDELITY AND GUARANTY CO.

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 \$763,000.00 for the 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

Joeris & Clauss Construction Co. 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

Public Health Centers - Southwest Branch

and for the performance and observance of divers 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;

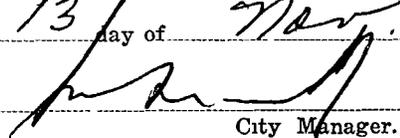
3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all authorized modifications of said contract that may hereafter be made, notice of 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.

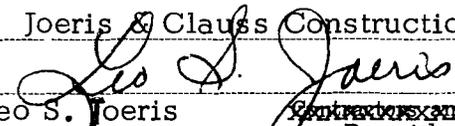
5. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this 13th day of November A. D. 19 73.

6. The foregoing bond is approved and accepted this

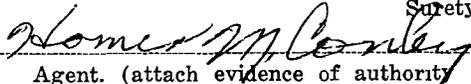
13 day of Nov. 19 73


City Manager.

(SEAL)

Joeris & Clauss Construction Co.

Leo S. Joeris
~~Contractor and Principal~~
President

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety.

By 
Agent. (attach evidence of authority
of attorney-in-fact)

P. O. Box 5427, San Antonio, Texas, 78201
Address of Surety for Service Purposes

MAINTENANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

1 That we

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 _____ for the 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

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 within and for said City of certain structures, work and improvements generally described as

13

and for the performance and observance of divers other matters and things in connection with said work, and, interalia, therein entered into certain covenants and agreements for the guaranty of the sound condition of said structures, work and improvements included under 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 faithfully 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 the guaranty of the sound condition of said structures, work or improvements or any part thereof, or are applicable to any of the work required therefor or anything incident thereto, 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 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 ordinance.

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

day of _____ A. D. 19 _____

5. The foregoing bond is approved and accepted this

_____ day of _____ 19 _____

City Manager.

DELETED

Contractors or Principals.

Sureties.

(SEAL)

By _____ Agent.

Address of Surety for Service Purposes

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

1. That we Joeris & Clauss Construction Co., a Texas Corporation acting by and through its President, Leo S. Joeris as Principal, and UNITED STATES FIDELITY AND GUARANTY CO.

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 \$763,000.00 for the 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

Joeris & Clauss Construction Co. 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

Public Health Centers - Southwest Branch

and for the performance and observance of divers 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 13th

day of November A. D. 1973.

5. The foregoing bond is approved and accepted this 13 day of May 1973
[Signature]
City Manager.

Joeris & Clauss Construction Co.
[Signature]
Leo S. Joeris ~~Contractor and Principal~~
President
By _____
Agent.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY
Sureties.

By *[Signature]*
Agent.

P.O. Box 5427, San Antonio, Texas, 78201
Address of Surety for Service Purposes

CERTIFICATE OF INSURANCE

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise alter the terms, conditions or exclusions of such policies.

Issued To (Name and Address)

City of San Antonio
P. O. Box 9066
San Antonio, Texas 78285

Named Insured and Address: **JOERTS & CLAUSS CONSTRUCTION CO.**
P. O. BOX 32086
SAN ANTONIO, TEXAS 78216

Policy Number	Policy Term	Type of Insurance	Limits of Liability	
			Bodily Injury	Property Damage
OTPJ6379 **	11-11-73-74	Workmen's Compensation	Statutory	
OTPJ6379 **	11-11-73-74	Employers' Liability	\$ 100,000	Each Person
			\$,000	Each Accident
			\$,000	Medical - Each Person
OTC5643	11-1-73-74	Comprehensive Automobile Liability	\$ 100,000	Each Person
			\$ 300,000	Each Occurrence
				\$ 100,000
OTC5643 **	11-1-73-74	Comprehensive General Liability	\$ 300,000	Each Occurrence
				Aggregate Operations \$ 100,000
				Aggregate Protective \$,000
		<input type="checkbox"/> Including Blanket Contractual Liability		Aggregate Completed \$,000
			\$,000	Operations and Products \$,000
		Manufacturers' and Contractors' Liability	\$,000	Each Occurrence \$,000
				Aggregate \$,000
		Owners', Landlords' and Tenants' Liability	\$,000	Each Occurrence \$,000
				Aggregate \$,000
		Completed Operations and Products Liability	\$,000	Each Occurrence \$,000
			\$,000	Aggregate \$,000
		Contractual Liability	\$,000	Each Occurrence \$,000
				Aggregate \$,000
CEP31517 *	11-1-73-74	Comprehensive Excess Indemnity	\$ 1,000,000	Each Occurrence
			\$ 1,000,000	Aggregate
				Combined Personal Injury and Property Damage

Description and location of operations and automobiles covered

Public Health Centers - Southwest Branch

UNITED STATES FIDELITY AND GUARANTY COMPANY

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Date November 9, 1973

By Howard M. Conley
CONLEY-DRAWERT INSURANCE AGENCY

Form PW-15

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

FIELD ALTERATION REQUEST

Date: 02-04-74

Field Alteration No. 1

Description of Project:

Southwest Branch Public Health Center
City of San Antonio, Bexar County, Texas
Project: Texas 552 & 552d

The revision or amendment described below in the work originally or previously specified is hereby requested; including all changes in costs.

Casing 63 pier holes

Justification for proposed alteration:

Water encountered when drilling for foundation piers.

Resulting changes in contract costs:

Contract Price: \$45.00 per casing
63 casings @ \$45.00 each = \$2,835.00

This proposed alteration is acceptable.

Date: February 4, 1974

JOERIS & CLAUS

Contractor

By: [Signature]

Requested by: [Signature]

W. R. Ross, M.D., M.P.H.

Title: Director of Health

RECOMMENDED:
HESSON & MAY ASSOCIATES, INC.

Date: 02-04-74

[Signature]
Consulting Architect

Construction Engineer Engineering Division Head
This alteration to be charged to Base Contract; Construction Contingencies; Miscellaneous Expenses Contingencies; Professional Fee Eligible Ineligible.

APPROVED:

[Signature]
City Manager

APPROVED:

[Signature]
Director of Public Works

Date: 2-11-74

Date: 2-11-74

(This form to be submitted in seven (7) copies for approval.)

For Office Use:

Original Contract Amt. \$ 763,000.00
Prev. Approvd. Alts. \$ -0-
This Alteration \$ 2,835.00
Total \$ 765,835.00

Construction Contingency Fund \$ _____
Prev. Approvd. Alts. \$ _____
This Alteration \$ _____
Total of Alts. \$ _____

Misc. Exp. Conting. Fund \$ _____
Balance \$ _____
Prev. Approvd. Alts. \$ _____
This Alteration \$ _____
Total of Alterations \$ _____
Balance \$ _____



11814 jones maltsberger

p. o. box 32086

san antonio, texas 78216

344-0187

January 2, 1974

Hesson & May Associates
8031 Broadway
San Antonio, Texas 78209

Re: Southwest Branch Public Health
Center'

Gentlemen:

In accordance with our bid proposal, we request a change order be issued
as follows:

63 casings @\$45.00 each-----\$2,835.00

Very truly yours,

JOERIS & CLAUS CONSTRUCTION CO.

By

Leo S. Joeris
Leo S. Joeris

LSJ:rt

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

TO: City Attorney
FROM: Director of Public Works
COPIES TO: City Manager, Finance, Contract File, Public Information Office, Engr. Div.
DATE: OCTOBER 24, 1973
PROJECT: SOUTHWEST BRANCH PUBLIC HEALTH CENTER, PROJECT TEX 552 & 552d

BIDS RECEIVED & TABULATED:

JOERIS & CLAUSS CONST. CO.	\$763,000.00
CALVIN KOLTERMAN, GEN. CONTR.	769,649.00
KUNZ CONSTRUCTION CO.	778,251.00
SCOTT & JENNISON	781,171.00
WALLACE L. BOLDT	784,833.00
J.K, BUTLER BUILDERS	788,400.00
PRASSEL CONST. CO.	817,788.00
D.J. RHEINER CONST CO.	823,000.00
O.A. FESSENDEN, INC.	887,362.00
J.W. CHANDLER CONST CO.	902,000.00

PLANS & SPECIFICATIONS PREPARED BY: HESSON & MAY ASSOCIATES

RECOMMENDATION: ACCEPT LOW QUALIFIED BID OF JOERIS & CLAUSS CONSTRUCTION CO.

SOURCE OF FUNDS: PUBLIC HYGIENE BOND FUND 792-12

REQUEST: ORDINANCE ACCEPTING LOW QUALIFIED BID OF JOERIS & CLAUSS CONSTRUCTION CO;
AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD CITY PUBLIC WORKS
CONTRACT; APPROPRIATING FUNDS OUT OF FUND 409-04 AND AUTHORIZING PAYMENT
AS FOLLOWS:

\$763,000.00 - PAYABLE TO JOERIS & CLAUSS CONSTRUCTION CO.
38,150.00 - FOR A MISCELLANEOUS CONTINGENCY ACCOUNT
13,370.00 - PAYABLE TO HESSON & MAY ASSOCIATES FOR
ADDITIONAL ARCHITECTURAL FEES.

COUNCIL MEETING DATE: NOVEMBER 1, 1973. DR. W. R. ROSS, DIRECTOR OF HEALTH
DEPARTMENT WILL HANDLE EXPLANATION OF THIS ITEM.

APPROVED AS TO FUNDS: Carl L. White
Finance Department 29/

John H. Quisenberry
Director of Public Works

PROPOSAL FOR LUMP SUM CONTRACT

UNIT PRICES:

For changing depth of drilled pile footings from those indicated on the Contract Drawings, upon instructions from the Architect or Engineer, the following unit prices per linear foot shall prevail for adjustment of the contract amount:

<u>Shaft Diameter</u>	<u>18"</u>
Greater Depth, Add/L.F.	\$ <u>8.00</u>
Lesser Depth, Deduct/L.F.	\$ <u>1.55</u>

<u>Casing</u>	<u>Depth of Casing</u>	<u>Unit Price per Pier</u>
	<u>15'-0" Ft.</u>	\$ <u>45.00</u>
	<u>20'-0" Ft.</u>	\$ <u>45.00</u>
	<u>25'-0" Ft.</u>	\$ <u>45.00</u>

The above unit prices shall include all labor, materials, reinforcement, concrete, bailing, shoring, overhead, profit, and insurance. These depths are based on the average of all footings on the project as compared to the average base depth shown on the Plans.

11814 jones maltsberger

p. o. box 32086

san antonio, texas 78216

344-0187

September 25, 1973

City Clerk

City of San Antonio, Texas

List of Subcontractors Proposed for Use
Southwest Branch Public Health Center,
Hunter Street and F.M. Road 346

Drilled Piers
Pan Rental
Roof Deck
Masonry
Roofing and Sheet Metal
Waterproofing & Caulking
Glass and Glazing
Lath, Plaster & Stucco
Acoustical Ceiling
Resilient Flooring & Carpet
Ceramic Tile & Pavers
Painting & Wall Covering
Plumbing, Heating and A/C
Electrical

Beck Foundation Company
Alamo Forms, Inc.
General Supply Co., Inc.
Crow Masonry Company
Samuel Dean Company
Alamo Waterproofing Co.
Thad Ziegler Glass Co.
C. B. Christians
Advance Driwall Co.
San Antonio Floor Finishers, Inc.
Villa Tile Company
MET, Inc.
Terrell Bros.
Martin Wright Electric Co.



HESSON & MAY ASSOCIATES
ARCHITECTS & PLANNERS

October 1, 1973

City of San Antonio
Engineering Division
P.O. Box 9066
San Antonio, Texas 78204

Attention: Mr. James H. Acosta
City Engineer

Re: Southwest Branch Public Health Center
Project TEX 552 & 552d

Dear Mr. Acosta:

Enclosed please find a reproducible copy of the Bid Tabulation regarding the above referenced project.

We have reviewed the proposals submitted by the ten General Contractors bidding this project and it is our recommendation that the bid of \$763,000.00 as submitted by Joeris & Clauss Construction Co. be accepted and the contract awarded to this firm for the construction of this project.

Also enclosed is a copy of the letter sent Mr. W.E. Everett of the State Department of Health transmitting the post-bidding documents in accordance with his request, as well as the ten proposals received on this project.

If further information is required, please let us know.

Very truly yours,

HESSON & MAY ASSOCIATES
ARCHITECTS & PLANNERS

Allan F. May

AFM:hbw

Enclosures

cc: Mr. W.E. Everett
Mr. Ken Crane

HESSON & MAY ASSOCIATES

ARCHITECTS & PLANNERS

SOUTHWEST BRANCH

PUBLIC HEALTH CENTER

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

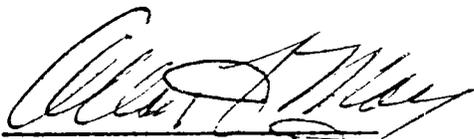
PROJECT TEX 552 & 552d

BID TABULATION

01.	JOERIS & CLAUSS CONSTRUCTION CO.	\$763,000.00
02.	CALVIN KOLTERMANN GEN. CONTRACTOR	\$769,649.00
03.	KUNZ CONSTRUCTION CO.	\$778,251.00
04.	SCOTT & JENNISON	\$781,171.00
05.	WALLACE L. BOLDT	\$784,833.00
06.	J.K. BUTLER BUILDERS	\$788,400.00
07.	PRASSEL CONSTRUCTION CO.	\$817,788.00
08.	D.J. RHEINER CONSTRUCTION CO.	\$823,000.00
09.	O.A. FESSENDEN, INC.	\$887,362.00
10.	J.W. CHANDLER CONSTRUCTION CO.	\$902,000.00

BID OPENING: SEPTEMBER 25, 1973 2:00 PM - CITY HALL

I CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE BID TABULATION ON THE ABOVE REFERENCED PROJECT.



Allan F. May, President
Hesson & May Associates



11814 jones maltsberger

p. o. box 32086

san antonio, texas 78216

344-0187

January 2, 1974

Hesson & May Associates
8031 Broadway
San Antonio, Texas 78209

Re: Southwest Branch Public Health
Center'

Gentlemen:

In accordance with our bid proposal, we request a change order be issued
as follows:

63 casings @\$45.00 each-----\$2,835.00

Very truly yours,

JOERIS & CLAUS CONSTRUCTION CO.

By *Leo S. Joeris*
Leo S. Joeris

LSJ:rt

11814 jones maltsberger

p. o. box 32086

san antonio, texas 78216

344-0187

September 9, 1974

Hesson & May Associates
8031 Broadway
San Antonio, Texas 78209

Re: Southwest Branch Public
Health Center

Gentlemen:

The following is our quotation for the following modifications:

- | | |
|---|---------------|
| 1. Change one water closet to urinal in Toilet Room 182 | 491.70 |
| 2. Install hangers for partitions in Toilet Rooms Nos.
180-182-183-184-186-188-189-190 | 1,240.45 |
| 3. Install plumbing and ventilation for X-Ray developer in
X-Ray Suite | 643.50 |
| 4. Install one additional electric and telephone outlets
in Rooms 144 and 145. | <u>114.40</u> |
| Total | \$2,490.05 |

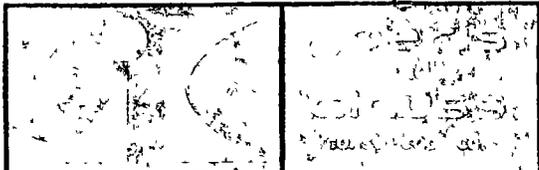
Very truly yours,

JOERIS & CLAUSS CONSTRUCTION CO.

By

Leo S. Joeris
Leo S. Joeris

LSJ:rt



11814 jones maltsberger • p. o. box 32086 • san antonio, texas 78216 • 344-0187

December 16, 1974

Hesson & May Associates
8031 Broadway
San Antonio, Texas 78209

Re: Southwest Public Health

Gentlemen:

The following is our cost for installation of extra concrete splash block:

New Area - 108 SF minus existing area - 48SF =	60 SF
	@.85
	<u>50.00</u>
Taxes, Insurance and Bond	19.38
	<u>69.38</u>
Profit	10.40
Total	<u>\$79.78</u>

Very truly yours,

JOERIS & CLAUSS CONSTRUCTION CO.

By *Raymond L. Clauss*
Raymond L. Clauss

RLC:rt



11814 jones maltsberger

• p. o. box 32086

• san antonio, texas 78216

• 344-0187

December 16, 1974

Hesson & May Associates
8031 Broadway
San Antonio, Texas 78209

Re: Southwest Branch Public
Health Center

Gentlemen:

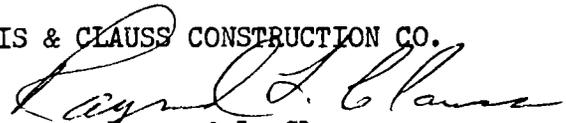
Enclosed is a copy of invoice from Rufus Walker for our cost of one corner guard as requested by your office.

Rufus A. Walker	84.60
Installation	N/C
Overhead	8.46
	<u>\$93.06</u>

Very truly yours,

JOERIS & CLAUSS CONSTRUCTION CO.

By


Raymond L. Clauss

RLC:rt

RUFUS A. WALKER & CO.

Weatherstrip Division
 1350 W POPLAR P O BOX 12368
 SAN ANTONIO, TEXAS 78212
 Telephone: (512) 732-1121

INVOICE No 1065

SOLD TO

Joeris & Clauss Const. Co.
 P O Box 32086
 San Antonio, Texas 78216

INVOICE DATE 9-27-74

SHIPPED TO S W Branch Public Health Sv
 San Antonio, Tex
 Hunter St & FM 346

OUR ORDER NO	YOUR ORDER NO	SALESMAN	TERMS	SHIPPED IN	PPY OR COLL
	Phone		10th next NET	customer called	
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1 pc	9' x 3" x 3" x .110" with 1 1/4" radius - Acrovyn Corner Guard Model No. SM-10 Eggshell white color				\$ 72.00
				freight	12.60
				Tax Exmpt	
				TOTAL	\$ 84.60

73-56

Form PW-83
Revised 6-14-68

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

LETTER OF CONDITIONAL APPROVAL

DATE: January 7, 1975

TO: **Joeris & Clauss Construction Co.**
11814 Jones-Maltsberger Road
P. O. Box 32086
San Antonio, Texas 78216

PROJECT: **Southwest Branch Public Health Center**
City of San Antonio, Bexar Co., Texas
Project TEX 552 & 552d

You are hereby advised that the project described herein has been visually inspected on the above date by the representatives of the interested Departments as shown below and it appears that the work meets the requirements of the plans and specifications with the following minor exceptions: Room 104: Adjust range drawer for proper operation. Room 109: Two screws missing under wall shelf. Room 121: Touch up paint at wall adjacent to mixing valve. Room 141: Replace all ceiling tile. Room 188: Grout missing on ceramic tile behind commode. Room 149: Touch up scratch on ceiling grid. Room 150: Re-install ceiling speaker and replace ceiling tile. Exterior: Letters U, T & B are cracked. Complete all items listed on the attached report by consulting engineer.

Flavio Sotomayor

Inspected by:	<u>Hesson & May Assoc.</u>	Department	<u>Architects</u>
"	<u>W.R. Ross, MD, MPH</u>	Department	<u>Health</u>
"	<u>R.S. Gillet</u>	Department	<u>Building Maintenance</u>

Upon satisfactory correction of the above exceptions and not less than thirty (30) days subsequent to the above date, the project, if otherwise completed in compliance with the contract, will be eligible for Final Certificate of Acceptance.

The conditional approval of the work in this project does not relieve you as the contractor from the continuation of charges for working days as required by the contract documents unless no exceptions are shown above.


Director of Public Works

cc: Contract File
Engineering File
Engr.-Arch.
Department of Health
City Clerk
Finance
Surety

SILBER & ASSOCIATES
CONSULTING ENGINEERS, INC.
 8015 Broadway San Antonio, Texas 78209

Phone 826-6392

TO Hesson & May & Associates
 8031 Broadway
 San Antonio, Texas 78209

DATE	JOB NO
7 January 1975	H1.62
PROJECT	
Southwest Branch Public Health Center	
LOCATION	
FM. Rd. 346 & Hunter Street	
CONTRACTOR	OWNER
Joeris & Clauss	City of San Antonio
WEATHER	TEMP ° at 9:00 AM
Fair	° at PM
PRESENT AT SITE	
Mr. B. R. Ward, Mr. R. T. Wilson	
Mr. T. R. Terrell, Mr. C. Passmore	

THE FOLLOWING WAS NOTED

1. Leaks at the bases of the gooseneck spouts on several of the P-5 sinks have not been repaired.
2. Anchor clips have not been installed on several of the countertop sinks to anchor the sinks to the counter tops.
3. The 4" PVC vent serving the developer in the x-ray area has not been painted and escutcheons have not been provided.
4. Floor drain has not been cleaned in Room 158.
5. Leaking valve or valves in the sprinkler system christmas tree have not been repaired.
6. Burned out motor in A/C unit Mk-1 has not been replaced.
7. Gravel has not been provided around the sump below floor as indicated on the drawings.
8. Type directory has not been provided for sound system console.
9. Defective lamps have not been replaced in the dental area.
10. Items 1,2,3,6,39,48,49,52,54,57, and 58 of site visit report dated 31 October 1974 has not been completed.
11. Items 1,2,3,6,9,18,22,27,31,32, and 33 of site visit report dated 6 December 1974 has not been completed.

COPIES TO _____

FIELD REPORT

SIGNED _____

Terrell

#9 Mc Copy
File
9.5



11814 jones maltsberger • p. o. box 32086 • san antonio, texas 78216 • 344-0187

January 21, 1975

Hesson & May Associates
8031 Broadway
San Antonio, Texas 78209

Re: Southwest Branch Public Health Center

Gentlemen:

In accordance with your request of January 10, we submit the following cost breakdown:

Hardware - see attached	22.85
Labor to install	4.35
Electrical Changes by Martin Wright	
Item 1	179.63
Item 2	405.56
Item 3	129.42
	<u>741.81</u>
Contractor's Fee	74.18
Total	\$815.99 OK

Very truly yours,

JOERIS & CLAUSS CONSTRUCTION CO.

By *Leo S. Joeris*
Leo S. Joeris

LSJ:rt



"Since 1904"

Martin Wright Electric Co.

Electrical Contractors

227 Olmos Drive West Telephone 824-2141

P O Box 1787 San Antonio, Texas ~~78201~~
78206

January 21, 1975

Joeris & Clauss Construction Co.
P. O. Box 32086
San Antonio, Texas 78216

Subject: Southwest Branch Public Health Center

Gentlemen:

We offer the following breakdowns of our letter dated January 15, 1975, on the subject project as requested:

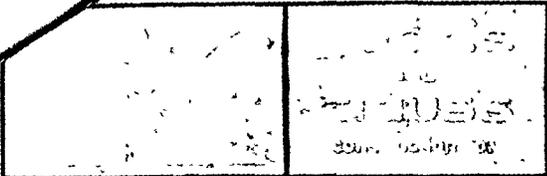
Item #1 -	Simplex Time Recorder Co.	\$102.40
	2 hrs. Man & Helper	33.00
	Taxes & insurance	6.60
	Subtotal	<u>\$142.00</u>
	Plus 15% OH	21.30
	Subtotal	<u>\$163.30</u>
	Plus 10% P	16.33
		<u>\$179.63</u>
Item #2	Southwest Sound & Electronics	\$218.30
	Switches \$ 96.50	
	Labor 121.80	
	5 1/2 hrs. Man & Helper	85.25
	Taxes & insurance	17.05
	Subtotal	<u>\$320.60</u>
	Plus 15% OH	48.09
	Subtotal	<u>\$368.69</u>
	Plus 10% P	36.87
		<u>\$405.56</u>
Item #3	5 1/2 hrs. Man & Helper	\$ 85.25
	Taxes & insurance	17.05
	Subtotal	<u>\$ 102.30</u>
	Plus 15% OH	15.35
	Subtotal	<u>\$117.65</u>
	Plus 10% P	11.77
		<u>\$129.42</u>

Trusting the above is the requested information, we are

Yours truly,

MARTIN WRIGHT ELECTRIC CO.

Charles E. Passmore



NT
File
(7.5)

11814 jones maltsberger

p. o. box 32086

san antonio, texas 78216

344-018

January 27, 1975

Hesson & May Associates
8031 Broadway
San Antonio, Texas 78209

Re: Southwest Branch Public
Health Center

Gentlemen:

As requested, we submit the following modification for your approval:

Exchange latchsets 8U15-LB-32-D for a medium duty privacy
set U65-LB design - doors No. 136, 138, 139, 141, 142, 144
145 and 147

8 @ \$5.00 each	40.00
Labor @2.00 each	16.00
	<u>56.00</u>
Contractor's Fee	5.60
Total	\$61.60 OK

Very truly yours,

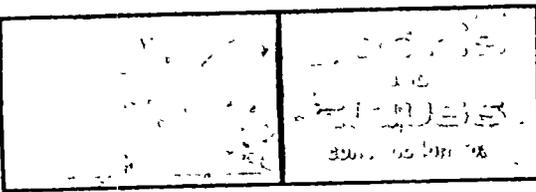
JOERIS & CLAUSS CONSTRUCTION CO.

By

Raymond L. Clauss
Raymond L. Clauss

RLC:rt

Hg M copy
File
(7.5)



11814 jones maltsberger • p. o. box 32086 • san antonio, texas 78216 • 344-0187

January 27, 1975

Hesson & May Associates
8031 Broadway
San Antonio, Texas 78209

Re: Southwest Branch Public
Health Center

Gentlemen:

As requested, we submit the following modification for your approval:

Exchange latchsets 8U15-LB-32-D for a medium duty privacy
set U65-LB design - doors No. 136, 138, 139, 141, 142, 144
145 and 147

8 @ \$5.00 each	40.00
Labor @2.00 each	<u>16.00</u>
	56.00
Contractor's Fee	<u>5.60</u>
Total	\$61.60 OK

Very truly yours,

JOERIS & CLAUSS CONSTRUCTION CO.

By 
Raymond L. Clauss

RLC:rt

City Clerk

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

FIELD ALTERATION REQUEST

Date: 12-16-74

Field Alteration No. 3

Description of Project: Southwest Branch Public Health Center
City of San Antonio, Bexar County, Texas
Project: Texas 552 & 552d

The revision or amendment described below in the work originally or previously specified is hereby requested; including all changes in costs.

1. Provide an extra corner guard in Public Corridor Number 106.
2. Extend concrete splash blocks to join concrete walks @ East and West sides of the building.

Justification for proposed alteration:

Item No. 1 was not included on the Drawings.
Item No. 2 as per request by City Parks Department.

Resulting changes in contract costs:

For both items add to the contract the amount of \$172.84. See attached letters from the Contractor.

This proposed alteration is acceptable.

Date: December 16, 1974

Joeris & Clauss

Contractor

Requested by: *W. R. Ross*
W. R. Ross, M.D., M.P.H.

By: *Les S. Joeris*
Title: Director of Health

RECOMMENDED HESSON & MAY ASSOCIATES

Robert May
Consulting ~~Engineer~~ Architect

Date: December 16, 1974

Construction Engineer

Engineering Division Head

This alteration to be charged to Base Contract; Construction Contingencies; Miscellaneous Expenses Contingencies; Professional Fee Eligible Ineligible.

APPROVED:

APPROVED:

[Signature]
City Manager

[Signature]
Director of Public Works

Date: 12-20-74

Date: 12-20-74

(This form to be submitted in seven (7) copies for approval.)

For Office Use:

Original Contract Amt.	\$ 763,000.00
Prev. Approvd. Alts.	\$ 5,325.05
This Alteration	\$ 172.84
Total	\$ 768,497.89

Construction Contingency Fund	\$ _____
Prev. Approvd. Alts.	\$ _____
This Alteration	\$ _____
Total of Alts.	\$ _____
Balance	\$ _____

Misc. Exp. Conting. Fund	\$ _____
Prev. Approvd. Alts.	\$ _____
This Alteration	\$ _____
Total of Alterations	\$ _____
Balance	\$ _____

73-56

Form PW-83
Revised 6-14-68

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

LETTER OF CONDITIONAL APPROVAL

DATE: January 7, 1975

TO: **Joeris & Clauss Construction Co.**
11814 Jones-Maltsberger Road
P. O. Box 32086
San Antonio, Texas 78216

PROJECT: **Southwest Branch Public Health
Center
City of San Antonio, Bexar Co., Texas
Project TEX 552 & 552d**

You are hereby advised that the project described herein has been visually inspected on the above date by the representatives of the interested Departments as shown below and it appears that the work meets the requirements of the plans and specifications with the following minor exceptions: **Room 104: Adjust range drawer for proper operation.**

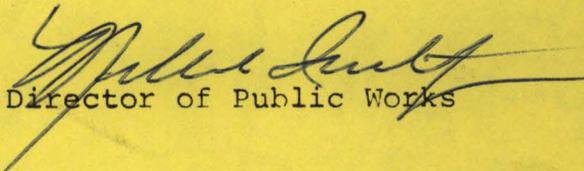
Room 109: Two screws missing under wall shelf. Room 121: Touch up paint at wall adjacent to mixing valve. Room 141: Replace all ceiling tile. Room 188: Grout missing on ceramic tile behind commode. Room 149: Touch up scratch on ceiling grid. Room 150: Re-install ceiling speaker and replace ceiling tile. Exterior: Letters U, T & E are cracked. Complete all items listed on the attached report by consulting engineer.

Flavio Sotomayor

Inspected by:	<u>Hesson & May Assoc.</u>	Department	<u>Architects</u>
"	<u>W.R. Ross, MD, MPH</u>	Department	<u>Health</u>
"	<u>R.S. Gillet</u>	Department	<u>Building Maintenance</u>

Upon satisfactory correction of the above exceptions and not less than thirty (30) days subsequent to the above date, the project, if otherwise completed in compliance with the contract, will be eligible for Final Certificate of Acceptance.

The conditional approval of the work in this project does not relieve you as the contractor from the continuation of charges for working days as required by the contract documents unless no exceptions are shown above.


Director of Public Works

cc: Contract File
Engineering File
Engr.-Arch.
Department of Health
City Clerk
Finance
Surety

73-56
42967

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

FIELD ALTERATION REQUEST

Date: 2-24-65 Field Alteration No. 4

Description of Project: Southwest Branch Public Health Center
City of San Antonio, Bexar County, Texas
Project: Texas 552 & 552d

The revision or amendment described below in the work originally or previously specified is hereby requested; including all changes in costs. (1.) Connect electric lock system to fire alarm cabinet. (2.) Change call switches to "privacy" in Rooms 163, 165, 166, 175, 177, 179, 102 & 103. (3.) Provide call switch to the P.A. system in office 151. (4.) Exchange latch sets to locksets in Rooms 136, 138, 139, 141, 142, 144, 145 & 147.

Justification for proposed alteration:

All Items required for the proper operation of the Building; not included on the Drawings.

Resulting changes in contract costs:

For all items add to the Contract the amount of \$877.59; See attached proposals.

This proposed alteration is acceptable.

Date: February 24, 1975 Joeris & Clauss Construction Co.

Requested by: W. R. Ross, M.D., MP.H. By: Leo S. Joeris
Title: Director of Health

RECOMMENDED: Hesson & May Associates Inc. Date: February 24, 1975
Consulting Engineer

Construction Engineer Engineering Division Head
This alteration to be charged to Base Contract; Construction Contingencies; Miscellaneous Expenses Contingencies; Professional Fee Eligible Ineligible.

APPROVED: [Signature]
City Manager
Date: 3-4-75

APPROVED: [Signature]
Director of Public Works
Date: 3-4-75

(This form to be submitted in seven (7) copies for approval.)

For Office Use:		Construction Contingency Fund	
Original Contract Amt.	\$ 763,000.00	Prev. Approvd. Alts.	\$ _____
Prev. Approvd. Alts.	\$ 5,497.89	This Alteration	\$ _____
This Alteration	\$ 877.59	Total of Alts.	\$ _____
Total	\$ 769,375.48	Balance	\$ _____
Misc. Exp. Conting. Fund	\$ _____		
Prev. Approvd. Alts.	\$ _____		
This Alteration	\$ _____		
Total of Alterations	\$ _____		
Balance	\$ _____		

11/11
Steve 5

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS
WORK PROJECT AUTHORIZATION

DATE: 11-14-73

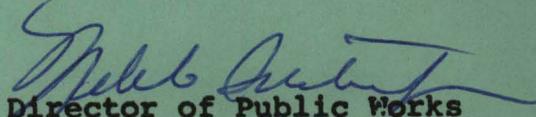
TO: Joeris & Clauss Construction
P. O. Box 32086
San Antonio, Texas

I. You are hereby notified that you are to begin work on the project as described herein within seven (7) days from the date of this letter in accordance with Section 20, "Time to Begin and Complete Work", of your contract with the City of San Antonio dated Nov. 13, 1973 in the amount of \$ 763,000.00

Public Health Centers - Southwest Branch

- II. Please notify Dr. Ross, Director of Health of the date on which you plan to commence work.
- III. Your attention is called to the fact that you have a period of 360 consecutive work days within which to complete this project as specified in the aforementioned Section of your contract.
- IV. Your contract, properly executed by officials of the City of San Antonio, is attached for your files.

Very truly yours,


Director of Public Works

cc: Contract File
City Clerk
Controller
Construction Engineer
Health Department
Engr. or Architect
Engr. Div.
Surety

93-56
42967

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

FIELD ALTERATION REQUEST

Date: 02-04-74

Field Alteration No. 1

Description of Project:

Southwest Branch Public Health Center
City of San Antonio, Bexar County, Texas
Project: Texas 552 & 552d

The revision or amendment described below in the work originally or previously specified is hereby requested; including all changes in costs.

Casing 63 pier holes

Justification for proposed alteration:

Water encountered when drilling for foundation piers.

Resulting changes in contract costs:

Contract Price: \$45.00 per casing
63 casings @ \$45.00 each = \$2,835.00

This proposed alteration is acceptable.

Date: _____

JOERIS & CLAUS

Contractor

By: *Raymond S. Blouin*

Requested by: _____

Title: _____

RECOMMENDED:

HESSON & MAY ASSOCIATES, INC.

Date: 02-04-74

William J. May
Consulting ~~ENGINEER~~ Architect

Construction Engineer

Engineering Division Head

This alteration to be charged to Base Contract; Construction Contingencies; Miscellaneous Expenses Contingencies; Professional Fee Eligible Ineligible.

APPROVED:

APPROVED:

[Signature]
City Manager

[Signature]
Director of Public Works

Date: 2-12-74

Date: 2-12-74

(This form to be submitted in seven (7) copies for approval.)

For Office Use:

Original Contract Amt.	\$ 763,000.00
Prev. Approvd. Alts.	\$ -0-
This Alteration	\$ 2,835.00
Total	\$ 765,000.00

Construction Contingency Fund	\$ _____
Prev. Approvd. Alts.	\$ _____
This Alteration	\$ _____
Total of Alts.	\$ _____
Balance	\$ _____

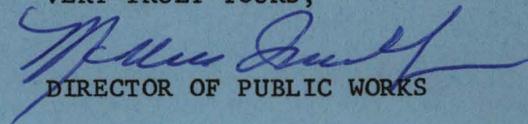
Misc. Exp. Conting. Fund	\$ _____
Prev. Approvd. Alts.	\$ _____
This Alteration	\$ _____
Total of Alterations	\$ _____
Balance	\$ _____

73-56
42967CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS
FINAL CERTIFICATE OF ACCEPTANCETO: **Joeris & Clauss Construction Co.**
P.O. Box 32086
San Antonio, Texas 78216DATE: March 26, 1975PROJECT: **SOUTHWEST BRANCH PUBLIC HEALTH
CENTER PROJECT TEX 552 & 552d**

THIS IS TO CERTIFY THAT EACH AND ALL OF THE STIPULATIONS, REQUIREMENTS AND PROVISIONS OF YOUR CONTRACT WITH THE CITY OF SAN ANTONIO HAVE BEEN FAITHFULLY PERFORMED AND COMPLIED WITH AS WELL AS THE SATISFACTORY CORRECTION OF ANY EXCEPTIONS NOTED IN THE LETTER OF CONDITIONAL APPROVAL OF THE WORK DATED January 7, 1975 AND I HEREBY ACCEPT THE PROJECT AS PROVIDED IN THE CONTRACT AS OF THIS DATE.

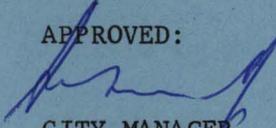
ORIGINAL CONTRACT	-	AMOUNT	\$ <u>763,000.00</u>
COMPLETED CONTRACT	-	AMOUNT	\$ <u>763,000.00</u>
FIELD ALTERATIONS	-	AMOUNT	\$ <u>6,375.48</u>
TOTAL CONTRACT COST			\$ <u>769,375.48</u>

VERY TRULY YOURS,



DIRECTOR OF PUBLIC WORKS

APPROVED:



CITY MANAGER

cc: CONTRACT FILE
CITY CLERK
DEPT OF FINANCE-CONTROLLER
DEPT OF Health
ENGR-ARCHITECT
SURETY
ENGR DIV.

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

42947
13-54

Date: 9-18-74

FIELD ALTERATION REQUEST

Field Alteration No. 2

Description of Project: Southwest Branch Public Health Center
City of San Antonio, Bexar County, Texas
Project: Texas 552 & 552d

The revision or amendment described below in the work originally or previously specified is hereby requested; including all changes in costs.

1. Change one watercloset to urinal in Toilet Room 182. 189 & 190.
2. Install hangers for partitions in Toilet Rooms Nos. 180, 182, 183, 184, 186, 188/
3. Install plumbing & ventilation for X-Ray developer in X-Ray Suite.
4. Install one additional electric & telephone outlets in Rooms 144 & 145.

Justification for proposed alteration:

All items are essential to the project and were not included as part of the original plans and specifications.

Resulting changes in contract costs:

For all items add to the Contract the amount of \$2,490.05
See attached letter from Contractor.

This proposed alteration is acceptable.

Date: September 18, 1974

Joeris & Clause

Requested by: W.R. Ross, M.D., M.P.H.

By: Leo J. Joeris
Contractor
Title: Director of Health

RECOMMENDED: Alan A. May
Consulting Engineer

Date: September 18, 1974

Construction Engineer Engineering Division Head
This alteration to be charged to Base Contract; Construction Contingencies; Miscellaneous Expenses Contingencies; Professional Fee Eligible Ineligible.

APPROVED: [Signature]
City Manager
Date: 9-27-74

APPROVED: [Signature]
Director of Public Works
Date: 9-27-74

(This form to be submitted in seven (7) copies for approval.)

For Office Use:			
Original Contract Amt.	\$	763,000.00	Construction Contingency Fund
Prev. Approvd. Alts.	\$	2,835.00	Prev. Approvd. Alts.
This Alteration	\$	2,490.05	This Alteration
Total	\$	768,325.05	Total of Alts.
			Balance
Misc. Exp. Conting. Fund	\$		
Prev. Approvd. Alts.	\$		
This Alteration	\$		
Total of Alterations	\$		
Balance	\$		