



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: March 22, 2017

Purpose: Report Only Recognition Discussion/ Possible Action

Presenter(s): Ruperto Becerra Jr., Interim Chief Financial Officer
Jesus G. Salazar, Director of Facilities

Item Title:

Discussion and possible action to accept the completion of work for the contract with Port Enterprises, Ltd. For the renovation of Five Palms Elementary School roof and authorize final payment.

Description:

As per Wiss, Janney, Elstner Associates and Port Enterprises, Ltd. The roof replacement and roof related work at Five Palms Elementary School has been completed. The project was achieved as per the contract days and under budget. The new contract price is \$597,532.89 from \$639,490.00. Administration is requesting one final payment of \$31,495.73.

A contingency budget of \$41,957.11 was not used and will be credited to the District.

District Goal:

Goal 5 We will prioritize district revenues to guide student future choices.

Funding Budget Code and Amount:

CFO Approval

199-81-6629-01-109-7990BA

\$31,495.73

[Handwritten signature]

APPROVAL ROUTE

SIGNATURE

DATE

Principal/Director:

Executive Director:

Chief Administrator:

Superintendent:

[Handwritten signature: Jesus Salazar]

2-22-17
22 Feb 17

AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion


PROJECT: <i>(Name and address)</i> Five Palms Elementary School Roofing Replacement & Related Work 7138 Five Palms, San Antonio, Texas	PROJECT NUMBER: WJE 2015.5520.0/ SSAISD CSP 2016-4	OWNER: <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i> South San Antonio ISD 5622 Ray Ellison Blvd San Antonio, Texas 78242	CONTRACT FOR: General Construction CONTRACT DATE: May 19, 2016	ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Port Enterprises, Ltd. P.O. Box 1299 Manchaca, Texas 78652		CONTRACTOR: <input checked="" type="checkbox"/>
		FIELD: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Five Palms Elementary School Roof

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty All Work	Date of Commencement October 13, 2016
<u>Wiss, Janney, Elstner Assoc., Inc.</u>	<u>October 31, 2016</u>
ARCHITECT	DATE OF ISSUANCE

BY 

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

<u>Port Enterprises, Ltd.</u>	<u>11/3/16</u>
CONTRACTOR	DATE

BY  JONI WUGHT, TREASURER OF GENERAL PARTNER
PORT ENTERPRISES ROOFING, INC

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:01 am (time) on October 13, 2016 (date).

<u>South San Antonio ISD</u>	<u></u>
OWNER	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



South San Antonio I.S.D
FACILITIES AND TRANSPORTATION
5622 RAY ELLISON BLVD, SAN ANTONIO, TX 78242

February 22, 2017

Mr. Ruperto Becerra Jr.
 Interim Chief Financial Officer
 5622 Ray Ellison Blvd.
 San Antonio, TX 78242


RE: South San Antonio I.S.D. – Five Palms Elementary School – Roof Project

Mr. Becerra:

Attached you will find the invoice for Five Palms Elementary Roof Renovation final payment to Port Enterprises, Ltd., in the amount of **\$31,495.73**. The Five Palms Elementary School roof renovation project has been reviewed and approved for payment.

Please pay as follows:

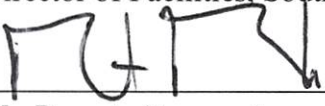
Note: Total amount	\$639,490.00
Change Orders	\$ -41,957.11
Previous payments	\$566,037.16
Current Amount Due	<u>\$ 31,495.73</u> (Final Payment)
Balance remaining	\$0



 Jesus G. Salazar
 Director of Facilities, South San Antonio ISD

2-22-2017

 DATE



 Mr. Ruperto Becerra Jr.
 Interim Chief Financial Officer
 South San Antonio ISD

22 Feb 17

 DATE

To(OWNER): South San Antonio ISD
5622 Ray Ellison Blvd
San Antonio, TX 78242

Project: SoSAISD-Five Palms Elementary
7138 Five Palms Drive
San Antonio, TX 78242

Application No: 4
Invoice No: 65319
Period To: 2/9/2017

From: Port Enterprises, Ltd.
11303 Conroy Lane
PO Box 1299
Manchaca, TX 78652

Via(Architect):

Architect's
Project No:
Invoice Date: 2/9/2017
Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	41,957.11
TOTALS	0.00	41,957.11
Net change by change orders	-41,957.11	

1. ORIGINAL CONTRACT SUM.....	\$	639,490.00
2. Net change by Change Orders.....	\$	-41,957.11
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	597,532.89
4. TOTAL COMPLETED & STORED TO DATE.....	\$	597,532.89
5. RETAINAGE.....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	597,532.89
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	566,037.16
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	31,495.73
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	0.00
(Line 3 less Line 6)		

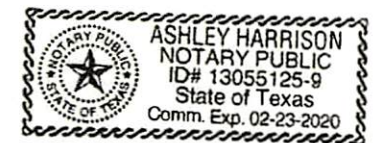
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Port Enterprises, Ltd.

By: [Signature] Date: 2/9/17

State of: Texas County of: Travis
Subscribed and sworn to before me this 9th day of February 2017

Notary Public: [Signature]
My Commission expires: 2/23/20



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 31,495.73
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: [Signature] Date: 2/13/2017

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application Number: 4
 Application Date: 2/9/2017
 Period To: 2/9/2017
 Architect's Project No:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED		MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD					
			10	Set-Up					
	<u>Roof A1:</u>								
30	Tear-Off/Dry-In Material	133,775.00	133,775.00	0.00	0.00	133,775.00	100	0.00	0.00
40	Tear-Off/Dry-In Labor	148,604.00	148,604.00	0.00	0.00	148,604.00	100	0.00	0.00
50	Cap Sheet Material	23,550.00	23,550.00	0.00	0.00	23,550.00	100	0.00	0.00
60	Cap Sheet Labor	42,649.00	42,649.00	0.00	0.00	42,649.00	100	0.00	0.00
70	Lumber Material	4,615.00	4,615.00	0.00	0.00	4,615.00	100	0.00	0.00
80	Lumber Labor	6,438.00	6,438.00	0.00	0.00	6,438.00	100	0.00	0.00
90	Sheet Metal Material	22,068.00	19,861.20	2,206.80	0.00	22,068.00	100	0.00	0.00
100	Sheet Metal Labor	32,098.00	28,888.20	3,209.80	0.00	32,098.00	100	0.00	0.00
		<u>413,797.00</u>	<u>408,380.40</u>	<u>5,416.60</u>	<u>0.00</u>	<u>413,797.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
	<u>Roof A3:</u>								
120	Tear-Off/Dry-In Material	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
130	Tear-Off/Dry-In Labor	653.00	653.00	0.00	0.00	653.00	100	0.00	0.00
140	Cap Sheet Material	88.00	88.00	0.00	0.00	88.00	100	0.00	0.00
150	Cap Sheet Labor	185.00	185.00	0.00	0.00	185.00	100	0.00	0.00
160	Lumber Material	18.00	18.00	0.00	0.00	18.00	100	0.00	0.00
170	Lumber Labor	121.00	121.00	0.00	0.00	121.00	100	0.00	0.00
180	Sheet Metal Material	83.00	74.70	8.30	0.00	83.00	100	0.00	0.00
190	Sheet Metal Labor	142.00	127.80	14.20	0.00	142.00	100	0.00	0.00
		<u>1,790.00</u>	<u>1,767.50</u>	<u>22.50</u>	<u>0.00</u>	<u>1,790.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
	<u>Roof A4:</u>								
210	Tear-Off/Dry-In Material	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
220	Tear-Off/Dry-In Labor	653.00	653.00	0.00	0.00	653.00	100	0.00	0.00
230	Cap Sheet Material	88.00	88.00	0.00	0.00	88.00	100	0.00	0.00
240	Cap Sheet Labor	185.00	185.00	0.00	0.00	185.00	100	0.00	0.00
250	Lumber Material	18.00	18.00	0.00	0.00	18.00	100	0.00	0.00
260	Lumber Labor	121.00	121.00	0.00	0.00	121.00	100	0.00	0.00
270	Sheet Metal Material	83.00	74.70	8.30	0.00	83.00	100	0.00	0.00
280	Sheet Metal Labor	142.00	127.80	14.20	0.00	142.00	100	0.00	0.00
		<u>1,790.00</u>	<u>1,767.50</u>	<u>22.50</u>	<u>0.00</u>	<u>1,790.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>

CONTINUATION SHEET

Application Number: 4
 Application Date: 2/9/2017
 Period To: 2/9/2017
 Architect's Project No:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK BILLED		F MATERIALS STORED THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD					
			300	Roof B1: Tear-Off/Dry-In Material					
310	Tear-Off/Dry-In Labor	10,282.00	10,282.00	0.00	0.00	10,282.00	100	0.00	0.00
320	Cap Sheet Material	1,319.00	1,319.00	0.00	0.00	1,319.00	100	0.00	0.00
330	Cap Sheet Labor	2,268.00	2,268.00	0.00	0.00	2,268.00	100	0.00	0.00
340	Lumber Material	259.00	259.00	0.00	0.00	259.00	100	0.00	0.00
350	Lumber Labor	405.00	405.00	0.00	0.00	405.00	100	0.00	0.00
360	Sheet Metal Material	1,236.00	1,112.40	123.60	0.00	1,236.00	100	0.00	0.00
370	Sheet Metal Labor	1,422.00	1,279.80	142.20	0.00	1,422.00	100	0.00	0.00
		<u>24,679.00</u>	<u>24,413.20</u>	<u>265.80</u>	<u>0.00</u>	<u>24,679.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
380	Warranty	2,840.00	0.00	2,840.00	0.00	2,840.00	100	0.00	0.00
390	Contingency	29,844.00	0.00	29,844.00	0.00	29,844.00	100	0.00	0.00
400	Unit Pricing	5,250.00	0.00	5,250.00	0.00	5,250.00	100	0.00	0.00
410	Mechanical	109,700.00	109,700.00	0.00	0.00	109,700.00	100	0.00	0.00
420	Electrical	39,800.00	39,800.00	0.00	0.00	39,800.00	100	0.00	0.00
430	Change Order No. 1	-41,957.11	0.00	-41,957.11	0.00	-41,957.11	100	0.00	0.00
	Totals	597,532.89	595,828.60	1,704.29	0.00	597,532.89	100	0.00	0.00



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Five Palms Elementary School 7138 Five Palms Drive San Antonio, Texas 78242	CHANGE ORDER NUMBER: 001 DATE: February 9, 2017	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Port Enterprises, Ltd. P.O. Box 1299 Manchaca, Texas 78652	ARCHITECT'S PROJECT NUMBER: 2015.5520.0 CONTRACT DATE: May 19, 2016 CONTRACT FOR: Roof Replacement & Roof Related Work	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- Change Order Request #01 - Ancillary work for installation of two new Trane RTUs
Port Enterprises' (Comfort Air) cost breakdown dated 9/15/2016
WJE recommendation for approval dated 9/21/2016
Hestroverto N. Martinez approval dated 9/21/2016 \$2,396.89
- Change in roof attachment method due to poor condition of LWIC deck (\$9,260.00)
- Credit for unused Unit Priced Allowances (\$5,250.00)
- Credit for unused Contingency (\$29,844.00)

The original Contract Sum was	\$ 639,490.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 639,490.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 41,957.11
The new Contract Sum including this Change Order will be	\$ 597,532.89

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is October 30, 2016

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wiss, Janney, Elstner Associates, Inc.
ARCHITECT (Firm name)
9511 N. Lake Creek Parkway
Austin, Texas 78717
ADDRESS
Paul Andrew Hise
BY (Signature)
PAUL ANDREW HISE
(Typed name)
2/13/2017
DATE

Port Enterprises, Ltd.
CONTRACTOR (Firm name)
P.O. Box 1299
Manchaca, Texas 78652
ADDRESS
John Vought
BY (Signature)
JOHN VOUGHT, TREASURER OF GENERAL PARTNER
PORT ENTERPRISES ROOFING, INC
(Typed name)
2/9/17
DATE

South San Antonio ISD
OWNER (Firm name)
5622 Ray Ellison Blvd.
San Antonio, Texas 78242
ADDRESS
BY (Signature)
(Typed name)
DATE

Project: Five Palms Elementary
Owner: SSISD
GC: Port Enterprises
REF: Trane Equipment Finish Out
Date: September 15, 2016
Project Manager: Bob Debenke

COR #1

Materials

Line	Description	Qty	UOM	Unit Price	EXT Price
1	Gas Pipe	1	lot	\$ 270.00	\$ 270.00
2	Duct Cover	1	ea	\$ 100.00	\$ 100.00
3	Drains	1	lot	\$ 530.00	\$ 530.00
4				\$ -	\$ -
5				\$ -	\$ -
6				\$ -	\$ -
7				\$ -	\$ -
8				\$ -	\$ -
9				\$ -	\$ -
10				\$ -	\$ -
11				\$ -	\$ -
12				\$ -	\$ -
13				\$ -	\$ -
14	Warranty	1	1.55%		\$ 13.95
15	JSS	1	0.5%		\$ 4.50
Subtotal: Materials					\$ 918.45

Labor

Line	Description	Qty	Rate	Burden	Ext Price
1	Plumber - Journeyman	0.0	\$ 21.00	\$ 8.61	\$ -
2	Plumber - Apprentice	0.0	\$ 21.00	\$ 8.61	\$ -
3	Duct/Pipefitter - Mechanic	16.0	\$ 20.00	\$ 8.20	\$ 451.20
4	Duct/Pipefitter - Laborer	16.0	\$ 20.00	\$ 8.20	\$ 451.20
5	Service - Mechanic	0.0	\$ 27.50	\$ 11.28	\$ -
6	Service Helper - Laborer	0.0	\$ 20.00	\$ 8.20	\$ -
7	Project Manager (1 hr per 16 hr direct labor)	2.0	\$ 52.00	\$ 21.32	\$ 146.64
8	Project Supervision (1 hr per 8 hr direct labor)	4.0	\$ 37.50	\$ 15.38	\$ 211.50
Subtotal: Labor					\$ 1,260.54

Rentals / Tooling / Fuel

Line	Description	Qty	UOM	Unit Price	Ext Price
1				\$ -	\$ -
2				\$ -	\$ -
3				\$ -	\$ -
4				\$ -	\$ -
5				\$ -	\$ -
Subtotal: Rentals / Tooling / Fuel					\$ -

Subcontractors

Line	Description	Qty	UOM	Unit Price	Ext Price
1				\$ -	\$ -
2				\$ -	\$ -
3				\$ -	\$ -
4				\$ -	\$ -
5				\$ -	\$ -
Subtotal: Subcontractors					\$ -

Total Labor \$ 1,260.54
Total Material and Equipment \$ 918.45
Total Subcontractors \$ -

Total Cost - Labor & Material \$ 2,178.99
Total Costs - Subcontractor \$ -

Overhead & Profit 10.0% \$ 217.90
Overhead & Profit - Subcontractors 10.0% \$ -
Subtotal Price \$ 2,396.89

Use Sale Tax 0.00% \$ -
Sales Tax 0.00% \$ -
Total Price with Tax \$ 2,396.89

Miscellaneous Costs 0.00% \$ -
Additional Bonding 0.0% \$ -

Final Change Order Pricing \$ 2,396.89

Via E-mail

CHANGE ORDER NO.1
Item No. 1
WJE Recommendation

September 21, 2016

Mr. Robert Becerra, COO
South San Antonio
5622 Ray Ellison Blvd
San Antonio, Texas 78242

Re: Roof Replacement at Five Palms Elementary School
WJE No. 2015.5520.0
Change Order Request #01

Dear Mr. Becerra:

We are transmitting herewith a copy of Port Enterprises's proposal for COR#01 dated September 15, 2016 in the amount of \$2,396.89 addition to the scope of work. This is for ancillary work associated with the installation of two new Trane rooftop units that was not included the scope of work for Port or Trane. Port's proposal did not request a change in the Contract Time.

We have reviewed this proposal and found it to be appropriately priced and recommend your approval. Upon receipt of your approval, we will notify the Contractor, and this work will be incorporated into the Contract by adjustment to the Construction Contingency.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Paul Andrew Hise
Associate Principal

Attachments: Breakdown of COR#01 cost dated 9/15/2016

cc: Mr. Jesus G. Salazar – SSAISD (via e-mail w/encl)
Mr. Hestroverto N. Martinez – SSAISD (via e-mail w/encl)
Mr. Greg Spatz – WJE (via e-mail w/encl)

From: [Martinez, Hestroverto N](#)
To: [Spatz, Gregory A.](#)
Cc: [Hise, Paul](#); [Robert Becerra](#); [Jesus Salazar](#); [Naab, Scott](#)
Subject: Re: SSAISD Five Palms ES Reroofing Project ~ Change Order Request #1
Date: Wednesday, September 21, 2016 4:15:14 PM

Hello,

After evaluating the situation.

Please proceed with the plan presented.

We'll sign the CO and send it over.

Few questions:

What is the completion date for this project?

Are we ahead or behind schedule?

Can you provide a timeline of when the ancillary work will be complete so that Trane will finalize their installation?

Thanks!

hm

On Wed, Sep 21, 2016 at 12:52 PM, Spatz, Gregory A. <GSPatz@wje.com> wrote:

Good afternoon Sir.

Port and WJE are two separate firms. Port is the contractor, we are the consultant, and do not direct Port.

Please forward a copy of the Trane contract. We need to see what was included in their scope of work.

WJE stated that all roof work for all six units should be completed by Port. All lines in place prior to the start of the re-roof, (condensate, duct, power and gas feeds for the four units in Port's scope) should be reconnected by Port. New condensate, duct work, and controls for the Trane units should be completed by Trane. Generally, we would expect that the installation of the new Trane units, which is under a separate contract, would include all materials and labor necessary for making the unit fully operational, including utility connections, testing and balancing. Again, we do not have the Trane contract to compare the scope of work. The Trane work was to be coordinated by SSAISD.

Additionally, if the Trane contract did not include ancillary work, the district has not paid for this work. During our conversation concerning the issues with the Trane units, I stated that Paul preferred any additional work required to complete the project should come from the contingency allotted for the project, not any monies to be returned.



P.O. Box 1299
 11303 Conroy Lane
 Manchaca, Texas 78652
 (512) 280-1030
 Fax # (512) 280-1032

P.O. Box 271482
 Corpus Christi, TX 78427
 1955 Saratoga
 Corpus Christi, TX 78417
 (361) 289-2944
 Fax # (361) 289-7163

December 5, 2016

CHANGE ORDER NO.1
 Item No. 2
 Changed attachment method

Paul Hise
 WJE
 9511 N Lake Creek Pkwy
 Austin, TX 78717

RE: Five Palms Elementary School

Paul,

Port Enterprises, Ltd. proposes the following scope of work for the above referenced project.

Scope of Work:

- Credit for 284 rolls venting base sheet
- Credit for 71 kegs asphalt
- Credit for 31,240 base sheet fasteners
- Add for 15,620 8" screws & plates

Credit Material:	\$16,255.00
Credit Labor:	\$1,250.00
Add Screws & Plates:	\$5,848.00
Total Credit:	\$9,260.00

Thank You,


 Ashley Harrison

Port Enterprises, Ltd.



**INSIST ON
 PROFESSIONAL
 ROOFING CONTRACTOR.**



Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Refer to Sections 8.3.4 and 8.3.5 of the AIA A201™-2007 General Conditions for a description of liquidated damages.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Thirty-Nine Thousand Four Hundred Ninety (\$ 639,490.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Table 1
 Contract Breakdown
 Five Palms Elementary School Roof Replacement and Roof Related Work
 SOUTH SAN ANTONIO I.S.D.

Base Proposal	\$604,396.00	
Unit Priced Allowances	\$5,250.00	
5% Contingency for Base Proposal	\$29,844.00	
Subtotal Base		\$639,490.00
Alternate No.1 (not used)		\$0.00
Taxes and Insurance	Included	
Permits, Bonds, Licenses, and Fees	Included	
Grand Total Contract Amount		<u>\$639,490.00</u>

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO (Owner)

SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT
5622 RAY ELLISON BLVD.
SAN ANTONIO, TX 78242

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

Roofing

CONTRACT DATE: MAY 19, 2016

PROJECT: ROOF REPLACEMENT AND ROOF RELATED WORK AT FIVE PALMS ELEMENTARY SCHOOL
(name, address) 7138 FIVE PALMS DRIVE
SAN ANTONIO, TX 78242

State of: Texas

County of: Travis

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Port Enterprises, Ltd.
P.O. Box 1299
Manchaca, TX 78652-1299

Address:

BY:

[Signature]
JON VOUGHT, TREASURER OF GENERAL PARTNER
PORT ENTERPRISES ROOFING, INC

Subscribed and sworn to before me this

9th day of February, 2017

Notary Public:

[Signature]
ASHLEY HARRISON
NOTARY PUBLIC
ID# 13055125-9
State of Texas
Comm. Exp. 02-23-2020

My Commission Expires: 2/23/20

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER: SOUTH SAN ANTONIO INDEPENDENT ARCHITECT'S PROJECT NO.:
 (Name and address) SCHOOL DISTRICT
 5622 RAY ELLISON BLVD.
 SAN ANTONIO, TX 78242 CONTRACT FOR: ROOFING

PROJECT: ROOF REPLACEMENT AND ROOF RELATED CONTRACT DATED: MAY 19, 2016
 (Name and address) WORK AT FIVE PALMS ELEMENTARY SCHOOL
 7138 FIVE PALMS DRIVE
 SAN ANTONIO, TX 78242

STATE OF: TEXAS
 COUNTY OF: TRAVIS

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

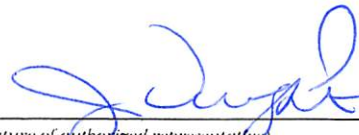
1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: yes no


The following supporting documents should be attached hereto if required by the Owner:

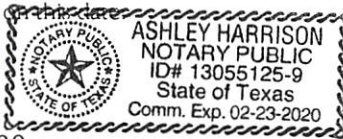
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: PORT ENTERPRISES, LTD.
 (Name and address) PO BOX 1299
 MANCHACA, TX 78652-1299

BY: 
 (Signature of authorized representative)
 JOHN VOUGHT, TREASURER OF GENERAL PARTNER
 PORT ENTERPRISES ROOFING, INC
 (Printed name and title)

Subscribed and sworn to before me

Notary Public: 
 My Commission Expires: 2/23/20




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AIA DOCUMENT G706 • CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
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**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER:

(Name and address)

South San Antonio Independent School District
5622 Ray Ellison Blvd
San Antonio, TX 78242

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:

(Name and address)

Roof Repair & Replacement at Five Palms Elementary School
7138 Five Palms Drive
San Antonio, TX 78242

CONTRACT DATED: 05/19/2016

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

Travelers Casualty & Surety Insurance Company of America
Hartford, Connecticut 06183

, SURETY,

on bond of

(Insert name and address of Contractor)

Port Enterprises, LTD
P.O. Box 1299
Manchaca, TX 78652

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

South San Antonio Independent School District
5622 Ray Ellison Blvd
San Antonio, TX 78242

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

February 9, 2017

Travelers Casualty & Surety Company of America

(Surety)

(Signature of authorized representative)

Douglas Vrazel, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):



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POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230506

Certificate No. 006872867

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bobby Jacob, Douglas Vrazel, Lynell Scherer, Jim R. Poe, Dana Mickey, Raul Barberena Jr., and Leslie Anders

of the City of Victoria, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 10th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of February, 2017.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty and Surety Company of America, for information or to make a complaint at:

Travelers Bond
Attr: Claims
1500 Market Street, West Tower, Suite 2900
Philadelphia, PA 19102
(800) 328-2189

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.