

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

CONSENT AGENDA

ITEM NO. 12

TO: Mayor and City Council

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

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer; Andrew Martin; Louis A. Lendman; Milo D., Nitschke;
File

SUBJECT: Givens from IH 35 to Pruett Middle School

DATE: September 18, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified responsive bid and awards a construction contract in the amount of \$237,380 payable to Pronto Sandblasting & Coating & Oil Field Service Co., Inc., a MBE firm, and authorizes \$23,738 for construction contingency expenses, for an overall total of \$261,118 in connection with the Givens from IH 35 to Pruett Middle School located in Council District 5. Of the \$261,118, \$187,707 will be funded from Community Development Block Grant (CDBG) funds and \$73,411 by San Antonio Water System (SAWS) for sewer and water work.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The reconstruction of Givens from IH 35 to Pruett Middle School project will include curbs, 4-foot sidewalks, necessary drainage, and will provide a 30-foot wide, 2-lane street section. This project is scheduled to begin construction in September 2003 and be completed by March 2004.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in June 2003. In addition, the bid announcement was made on TVSA, through the SBEDA office and Dodge Report. Plans were also available for review by potential bidders in the Public Works Office.

Bids for this project were opened on July 30, 2003 with three (3) bidders responding. A matrix reflecting the outcome of the bid process is attached.

The Economic Development Department has reviewed and approved the List of Subcontractors and the Good Faith Effort Plan submitted by Pronto Sandblasting & Coating & Oil Field Service Co., Inc. and recognizes them as a 100% MBE firm. The contract provides for 100 calendar days or approximately four (4) months, to complete the project. Pronto Sandblasting & Coating & Oil Field Service Co., Inc. currently has one (1) construction contract with the City of San Antonio through the Public Works Department in the total amount of \$217,716. A list of projects is attached.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved CDBG funded Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the FY 03-08 Capital Improvement Program Budget. Funds in the amount of \$187,707 are available from CDBG funds and \$73,411 will be funded from SAWS for sewer and water work, for an overall total of \$261,118 to be authorized payable as follows:

\$237,380	payable to Pronto Sandblasting & Coating & Oil Field Service Co., Inc. for construction expenses
\$ 23,738	payable for miscellaneous construction contingency

COORDINATION


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

SUPPLEMENTARY COMMENTS


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

ATTACHMENTS

1. Matrix of Bid Process
2. Current Project List
3. Project Map
4. Proposal
5. Economic Development Department Memorandum, dated August 26, 2003
6. Contract


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

9/5/03


Melissa Byrne Vossner
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

ATTACHMENT I
Matrix of Bid Tabulation
Givens from IH 35 to Pruett Middle School

Contractor	Pronto Sandblasting & Coating & Oil Field Service Co., Inc.	E-Z Bel Construction, Ltd.	R.L. Jones Co., L.P.
Base Bid	\$ 163,969.00	\$ 185,961.00	\$ 182,084.25
SAWS Water	\$ 29,197.00	\$ 25,005.01	\$ 29,790.00
SAWS Sewer	\$ 44,214.00	\$ 35,676.00	\$ 43,017.00
Total	\$ 237,380.00	\$ 246,642.01	\$ 254,891.25

ATTACHMENT II
Current Project List
PRONTO SANDBLASTING & COATING & OIL FIELD SERVICE CO., Inc.

Project Name	Contract Amount
2002 Flood Infrastructure Damage Repairs Package 1 (FEMA Damage Repairs 1)	\$217,716
Total	\$217,716



Form 9-12 (Rev. Feb. 70)

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

N/A

and

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

Pronto Sandblasting & Coating & Oil Field Service Co., Inc.

(Name of Bidder)

By:

[Signature]

(Signature)

July 30, 03

Date

President

(Title)

ATTEST:

[Signature]

Amount of Base Bid (Insert Amount in Words and Numbers): One hundred

sixty three thousand nine hundred
sixty nine

\$ 163,969

Alternates (if applicable):

(1) water

(3) Total: 237,380

(2) sewer

(4) _____

Pronto Sandblasting
Coating & Oil Field Service Co.

Company's Name

9456 S. Preso

Address

SA. TX 78223

City & State

(210) 633-2039

Telephone No.

(210) 633-0135

Fax No.

78223

Zip Code

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT
Interdepartmental Correspondence Sheet

TO: Sherri L. Rice, Contract Services Manager, Public Works Department

FROM: Anita Uribe Martin, Economic Development Manager, Econ. Dev. Dept.

COPIES TO: File


SUBJECT: GIVENS – MIDWAY TO I.H. 35

DATE: August 26, 2003

We have reviewed the Good Faith Effort Plan and List of Subcontractors submitted for the Givens – Midway to I.H. 35 project. The apparent low bidder has submitted the following goals.

<u>FIRM</u>	<u>CERTIFIED</u>	<u>MBE</u>	<u>WBE</u>	<u>AABE%</u>	<u>GFEP</u>
Pronto Sand- Blasting & Coating	Yes	100% or \$237,380	0%	0%	Approved

The Good Faith Effort has been approved based on the information submitted. Please encourage Pronto to utilize small, African American, and women-owned businesses throughout the project.



Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AUM/gl

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the 18 th day of September in the year 2003 by and between

PRONTO SANDBLASTING & COATING & OIL FIELD SERVICE CO., INC.

hereinafter called the "Contractor", and the City of San Antonio, Texas, hereinafter called the "City or the "Owner".

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

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

GIVENS FROM IH 35 TO PRUETT MIDDLE SCHOOL

Prepared by CADY & ASSOCIATES, acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in ONE HUNDRED (100) Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

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

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

Materials: _____
Dollars, (\$ _____)

Services: _____
Dollars, (\$ _____)

Total: TWO HUNDRED THIRTY SEVEN THOUSAND THREE HUNDRED EIGHTY AND
00/100 Dollars, (\$237,380.00)

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

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

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

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

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

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

CITY OF SAN ANTONIO

By: _____
City Manager

ATTEST:

City Clerk

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

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

(Seal if Agreement is with Corporation)

**PRONTO SANDBLASTING & COATING
& OIL FIELD SERVICE CO., INC.**

Contractor

ATTEST:

BY:


GEORGE G. GARCIA

PRESIDENT

Secretary

Title

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 9th day of September, 2003
by George G. Garcia President of Pronto Sandblasting & Coating
& Oil Field Service Co., Inc. on behalf of said Corporation

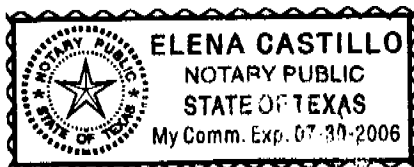


NOTARY PUBLIC in and for the State of
TEXAS



NOTARY'S PRINTED SIGNATURE

7-30-2006
MY COMMISSION EXPIRES:



PAYMENT BOND

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

Know all men by these presents:

1. That we **Pronto Sandblasting & Coating & Oil Field Service Co., Inc.**, a Texas Corporation, acting by and through **George G. Garcia, President**,

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of **\$237,380.00** for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

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

PRONTO SANDBLASTING & COATING & OIL FIELD SERVICE CO., INC.

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

GIVENS FROM IH 35 TO PRUETT MIDDLE SCHOOL

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

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

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

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

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

**PRONTO SANDBLASTING & COATING
& OIL FIELD SERVICE CO., INC.**

By _____
George G. Garcia, President

City Manager

Surety

(SEAL)

By _____

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 **Pronto Sandblasting & Coating & Oil Field Service Co., Inc.**, a Texas Corporation, acting by and through **George G. Garcia, President**,

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held, and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of **\$237,380.00** for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

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

PRONTO SANDBLASTING & COATING & OIL FIELD SERVICE CO., INC.

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

GIVENS FROM IH 35 TO PRUETT MIDDLE SCHOOL

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

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

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

_____ day of _____ A.D. 20 _____.

5. The foregoing bond is approved and accepted

this _____ day of _____
20 _____

**PRONTO SANDBLASTING & COATING
& OIL FIELD SERVICE CO., INC.**

By _____
George G. Garcia, President

City Manager

Surety

(SEAL)

By _____

Address of Surety for Service Purposes