

CONSENT AGENDA  
ITEM NO. 19

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

**TO:** Mayor and City Council

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

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** Melissa Byrne Vossmer, Andrew Martin, Louis A. Lendman, Milo D. Nitschke, and file

**SUBJECT:** Northington from S.W. 36<sup>th</sup> to 35<sup>th</sup>

**DATE:** January 29, 2004

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts the low, responsive bid and awards a construction contract in the amount of \$345,256.10 payable to Pronto Sandblasting & Coating & Oil Field Service Co., Inc., a MBE firm, and authorizes \$25,200.65 for construction contingency expenses for an overall total of \$370,456.75, in connection with Northington: SW 36<sup>th</sup> to SW 35<sup>th</sup> project, a 1999 General Obligation Street Improvement Bond Project located in Council District 1. Of the \$370,456.75 total amount, \$277,207.15 will be funded by General Obligations of the City and \$93,249.60 will be funded by San Antonio Water System (SAWS).

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

This project includes the reconstruction of Northington from SW 36<sup>th</sup> to SW 35<sup>th</sup> Street to a 27-foot width. The project will include parkway improvements such as curbs, sidewalks and driveway approaches, as well as necessary drainage and utility improvements. This project is scheduled to begin construction in January 2004 and to be completed by August 2004.

This Project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in November 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 the Project were opened on November 5, 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 Good Faith Effort Plan submitted by Pronto Sandblasting and Coating. The contractor is a certified MBE firm and does not anticipate having any subcontractors. The contract provides for one hundred ten (110) calendar days to complete the project. Pronto Sandblasting and Coating currently has one contract with the City of San Antonio through the Public Works Department on the Givens – 200 to 500 Block (Midway to IH-35) project in the amount of \$280,268.

### **POLICY ANALYSIS**

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 1999 General Obligation Street Improvement Bond projects.

### **FISCAL IMPACT**

This is a one-time capital improvement expenditure within budget and included in the FY 04-09 Capital Improvement Program Budget. Funds in the amount of \$141,000.00 are available from 1999 General Obligation Street Improvement Bonds, \$136,207.15 are available from 2002 Certificates of Obligation, and \$93,249.60 will be funded by SAWS for a total of \$370,456.75 authorized payable as follows:

\$ 345,256.10	payable to Pronto Sandblasting & Coating & Oil Field Service Co., Inc. for construction expenses
\$ 25,200.65	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. Project Map
2. Bid Tabulation
3. Economic Development Department Memorandum, dated December 6, 2003
4. Proposal
5. Contract

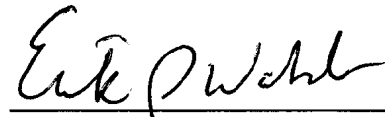


for Thomas G. Wendorf, P.E.  
Director of Public Works



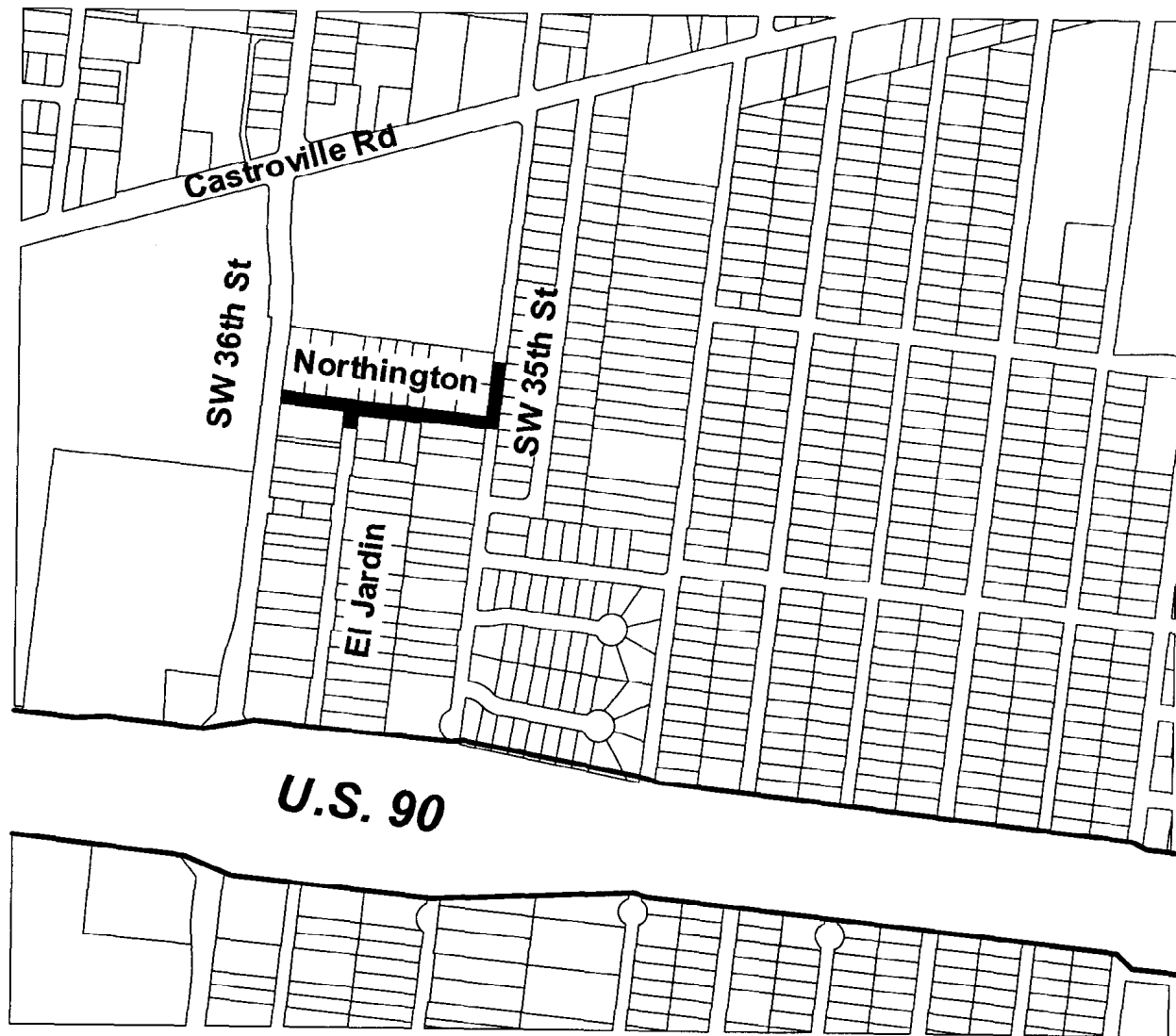
Melissa Byrne Vossmer  
Assistant City Manager

Approved:



tr Terry M. Brächtel  
City Manager

# ***NORTHINGTON: SW 36th TO SW 35 th***



CITY OF SAN ANTONIO  
Department of Public Works  
CAPITAL PROGRAMS DIVISION



Scale: Not to Scale

ATTACHMENT 2  
Matrix of Bid Tabulation  
Northington: SW 36th to SW 35th

Contractor	Base Bid	SAWS-Water	SAWS-Sewer	Total
Pronto Sandblasting	\$ 252,006.50	\$ 50,917.00	\$ 42,332.60	\$ 345,256.10
Salinas Construction Technologies, Ltd.	255,480.99	71,902.20	60,473.30	\$ 387,856.49
R.L.Jones, LP	289,531.10	63,894.00	42,166.50	\$ 395,591.60

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
ECONOMIC DEVELOPMENT DEPARTMENT**

TO: William Kraus, Capital Programs Manager, Public Works Department

FROM: Anita Uribe Martin, Manager, Economic Development Department

COPIES: Denise Shaffer; Courtney McClure; File

SUBJECT: Good Faith Effort Plan for the Northington - S.W. 36<sup>th</sup> to S.W. 36<sup>th</sup> Project

DATE: December 6, 2003

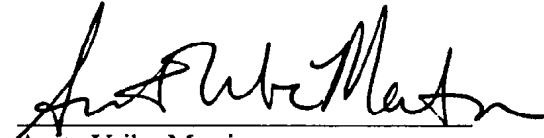
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We have reviewed the Good Faith Effort Plan submitted for the Northington – S.W. 36<sup>th</sup> to S.W. 36<sup>th</sup> Public Works Capital Improvement project. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

**Total Project Bid**  
**\$345,256.10**

<b><u>FIRM</u></b>	<b><u>CERTIFIED</u></b>	<b><u>MBE</u></b>	<b><u>WBE</u></b>	<b><u>AABE%</u></b>	<b><u>GFEP</u></b>
Pronto	Yes	100%	0%	0%	Approved
Sandblasting & Coating					

If you have any questions, please feel free to contact me at (210) 207-3901 or Courtney McClure at (210) 207-3913.

  
Anita Uribe Martin  
Economic Development Manager  
Small Business Outreach Division

AUM/hb

TO

FOR THE CONSTRUCTION OF

IN SAN ANTONIO, TEXAS

Form 9-12  
Rev. 05/03 (DWY/RH:md)

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 TEXAS, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

GEORGE GARETT

(Name of Bidder)

By:

[Signature]

(Signature)

Date

Nov 5, 03

ATTEST:

[Signature]

President

(Title)

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

Two hundred

fifty two thousand six & fifty &

\$ 252,006 <sup>50</sup>

Alternates (if applicable):

(1) SEWER - 42,332 <sup>60</sup>

(3) TOTAL 345,286 <sup>10</sup>

(2) WATER - 50,917

(4) \_\_\_\_\_

PRONTO SANDBLASTING & COATING & OIL FIELD SERVICE

Company's Name

633 - 2089

Telephone No.

9456 South Presa

Address

633 - 935

Fax No.

SA, TX

City & State

78247

Zip Code



THE CITY OF SAN ANTONIO

CALENDAR DAY  
CONTRACT  
(CDC)  
(Standard Form)

THIS AGREEMENT made the \_\_\_\_\_ day of January in the year 2004 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:

NORTHINGTON FROM S.W. 36<sup>TH</sup> TO 35<sup>TH</sup>

Prepared by UNINTECH CONSULTING ENGINEERS, INC., acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in ONE HUNDRED TEN ( 110 ) 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: **THREE HUNDRED FORTY-FIVE THOUSAND, TWO HUNDRED FIFTY-SIX** AND  
**10/100** Dollars, (**\$345,256.10** )

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)

ATTEST:

BY: GEORGE G. GARCIA  
PRESIDENT  
Contractor Title

Secretary

STATE OF TEXAS )  
COUNTY OF BEXAR )

This instrument was acknowledged before me on this the 15<sup>th</sup> day of December 20 03  
by George G. Garcia, President of Pronto Sandblasting & Coating Oil Field Service Co., Inc.  
on behalf of said Company

Elena Castillo  
NOTARY PUBLIC in and for the State of  
TEXAS  
Elena Castillo  
NOTARY'S PRINTED SIGNATURE

7-30-2006  
MY COMMISSION EXPIRES:

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 **\$345,256.10** 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

**NORTHINGTON FROM S.W. 36<sup>TH</sup> TO S.W. 35<sup>TH</sup>**

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 **\$345,256.10** 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

**NORTHINGTON FROM S.W. 36<sup>TH</sup> TO S.W. 35<sup>TH</sup>**

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

(SEAL)

\_\_\_\_\_  
Surety

By

\_\_\_\_\_  
Address of Surety for Service Purposes