

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

CONSENT AGENDA

ITEM NO. 20

**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:** Southtown Area Street Improvements

**DATE:** January 29, 2004

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts the low, responsive bid and awards a construction contract in the amount of \$212,528.50 payable to Pronto Sandblasting & Coating & Oil Field Service Co., Inc., a MBE firm and authorizes \$20,427.85 for construction contingency expenses for an overall total of \$232,956.35 in connection with Southtown Area Street Improvements, an authorized 1999 General Obligation Street Improvement Project, located in Council District 1. Of the \$232,956.35 total amount, \$224,706.35 will be funded from General Obligations of the City and \$8,250.00 will be funded by San Antonio Water System (SAWS).

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

This project includes the reconstruction of sidewalks along the east side of South Presa from Durango to Conrad Street, including wheelchair ramps and driveway approaches. The project will also include design enhancements. This project is scheduled to begin construction in February 2004 and to be completed by May 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 December 10, 2003 with eight (8) bidders responding with one declared non-responsive due to an incomplete bid package. A matrix reflecting the outcome of the bid process is attached. Although the bid submitted by Pronto Sandblasting & Coating reflected the base bid amount of \$199,678.50, review of the calculations revealed a mathematical error increasing the total amount of the base bid by \$4,600.00 to \$204,278.50 for a total bid amount of \$212,528.50

The Economic Development Department has reviewed the List of Subcontractors submitted by Pronto Sandblasting. The contractor is a certified MBE firm and does not anticipate having any subcontractors. The contract provides for ninety (90) calendar days to complete the project. Pronto Sandblasting 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 funded 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 \$160,934.00 are available from General Obligation Street Improvement Bond funds, \$63,772.35 are available from Certificates of Obligation and \$8,250.00 will be funded by SAWS for a total of \$232,956.35 authorized payable as follows:

\$ 212,528.50	payable to Pronto Sandblasting & Coating & Oil Field Service Co., Inc. for construction expenses
\$ 20,427.85	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**

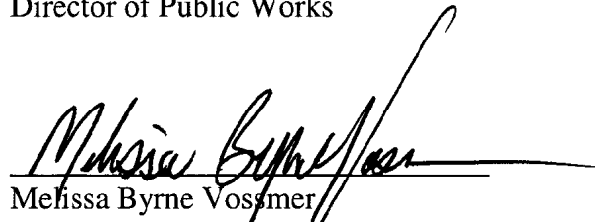
This construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required.



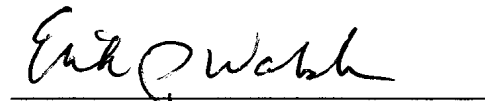
## ATTACHMENTS

1. Project Map
2. Bid Tabulation
3. Economic Development Department Memorandum, dated January 14, 2004
4. Proposal
5. Contract

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

  
Melissa Byrne Vossmer  
Assistant City Manager

Approved:

  
for Terry M. Brechtel  
City Manager





## SOUTHTOWN STREET IMPROVEMENTS



★ APPROXIMATE LOCATIONS ON THE WEST SIDE OF SOUTH PRESA SIDEWALK AND DRIVEWAYS TO BE REPLACED ON THIS SIDE PRIORITIZING RESIDENTIAL SECTIONS

 BIKE RACK LOCATION



**ATTACHMENT 2**  
**Matrix of Bid Tabulation**  
**Southtown Area Street Improvements**

<b>Contractor</b>	<b>Base Bid</b>	<b>SAWS Water Bid</b>	<b>Grand Total</b>
Pronto Sandblasting	\$ 204,278.50	\$ 8,250.00	\$ 212,528.50
ATS Construction	201,720.24	13,750.00	215,470.24
Ortiz Construction	205,804.11	11,412.50	217,216.61
San Antonio Constructors	253,953.62	9,343.75	263,297.37
ASC Paving	250,857.62	13,000.00	263,857.62
RL Jones	290,496.50	9,250.00	299,746.50
EZ Bel	432,002.00	5,001.00	437,003.00
Winters Construction	Incomplete Bid	Incomplete Bid	Incomplete Bid



CITY OF SAN ANTONIO  
ECONOMIC DEVELOPMENT DEPARTMENT  
Interdepartmental Correspondence Sheet

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

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

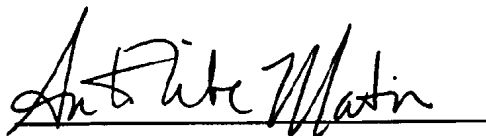
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SUBJECT: LIST OF SUBCONTRACTORS SUBMITTED FOR SOUTHTOWN AREA  
STREET IMPROVEMENTS

DATE: January 14, 2004

We have reviewed the List of Subcontractors submitted for the Southtown Area Street Improvements project. Since the project is under \$200,000 a Good Faith Effort Plan is not required. However, the prime contractor is still encouraged to solicit S/M/W/AABEs for contracting opportunities.

If you have any questions, please call me at 207-3901 or Grace Luna at 207-3910.



Anita Uribe Martin  
Economic Development Manager  
Small Business Outreach Division

/gl



# SOUTHTOWN AREA STREET IMPROVEMENTS

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

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.

ATTEST:

By:

(Name of Bidder)

(Signature)

Date

(Title)

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

One hundred  
ninety nine thousand six hundred  
seventy eight & fifty & 199,678.50  
SAWS 8,250

Alternates (if applicable):

(1) \_\_\_\_\_

(3) 207,928

(2) \_\_\_\_\_

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

PROMO SMOBLASTING &  
COATING & OIL FIELD SERV

Company's Name

9456 South Presa

Address

SAN ANTONIO, TEXAS

City & State

Telephone No.

(210) 633-935

Fax No.

78247

Zip Code



**BID PROPOSAL FORM  
FOR THE CONSTRUCTION OF  
SOUTHTOWN AREA STREET IMPROVEMENTS  
IN SAN ANTONIO, TEXAS**

**STANDARD COSA BID ITEMS**

Item No.	Unit	Unit Qty.	Description of Item (Unit Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
100 1	LS	1	Mobilization <u>fifteen thousand</u> Dollars Cents	XXXXXXXXXX XXXXXXXXXX	15,000
100.1 2	LS	1	Insurance and Bond <u>five thousand</u> Dollars Cents	XXXXXXXXXX XXXXXXXXXX	5,000 -
101 3	LS	1	Preparing Right-of-Way <u>five thousand</u> Dollars Cents	XXXXXXXXXX XXXXXXXXXX	5,000 -
103.1 4	LF	314	Remove Concrete Curb <u>Two</u> Dollars Cents	2 -	628 -
103.2 5	SF	20759	Remove Concrete Sidewalks and Driveways <u>one</u> Dollars <u>fifty</u> Cents	1 <sup>50</sup> -	31,138 -
104 6	CY	136	Street Excavation <u>Thirteen</u> Dollars Cents	13 -	1,768 -
208.1 7	SY	151	Salvaging, Hauling, & Stockpiling Reclaimable Asphaltic Pavement <u>Three</u> Dollars Cents	3 -	453 -



Item No.	Unit	Unit Qty.	Description of Item (Unit Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
500 8	LF	255	Concrete Curbing <i>Twenty</i> Dollars Cents	<i>20-</i>	5,100 <i>500-</i>
502.1 9	SY	1761	Concrete Sidewalks <i>Twenty eight</i> Dollars Cents	<i>28-</i>	49,308 <sup>50</sup>
502.2 10	SY	262	Concrete Driveway <i>Thirty three</i> Dollars Cents	<i>33-</i>	8,646-
502.3 11	SY	536	Commercial Driveway <i>Thirty seven</i> Dollars Cents	<i>37-</i>	19,832-
512.1 12	EA	1	Adjust Existing Manholes <i>Two hundred fifty</i> Dollars Cents	<i>250-</i>	250-
515 13	SY	523	Topsoil <i>Ten</i> Dollars Cents	<i>10-</i>	5,230-
516.2 14	SY	523	St. Augustine Sodding <i>five</i> Dollars Cents	<i>5-</i>	2,615-
530 15	LS	1	Barricades, Signs and Traffic Handling <i>ninety hundred</i> Dollars Cents	XXXXXXXXXX XXXXXXXXXX	9,000-
531.02 16	EA	6	18 inch Metro Street Name <i>one hundred seventy</i> Dollars Cents	<i>170-</i>	1,020-



531.03	EA	4	R1-1 STOP <i>one hundred seventy</i> Dollars Cents	170 -	680 -
531.19	EA	1	R6-2 ONE WAY <i>one hundred seventy</i> Dollars Cents	170 -	170 -
531.21	EA	1	R7-1 NO PARKING ANYTIME <i>one hundred seventy</i> Dollars Cents	170 -	170 -
531.35	EA	1	S2-1 School Crossing <i>two hundred ten</i> Dollars Cents	210 -	210 -
531.36	EA	1	S4-1 School Speed Limit <i>two hundred ten</i> Dollars Cents	210 -	210 -
542	LF	2400	Temporary Sediment Control Fence <i>two</i> Dollars Cents	2 -	4,800 -
545	LF	35	Baled Hay for Erosion and Sedimentation Control <i>ten</i> Dollars Cents	10 -	350

### PROJECT SPECIFIC BID ITEMS

Item No.	Unit	Unit Qty.	Description of Item (Unit Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
901  24	CY	62	Pocket Park Concrete Sidewalk <i>three hundred fifty</i> Dollars Cents	350	21,700



903 25	LS	1	Concrete Photo-Engraved Panels <u>fifty hundred</u> Dollars Cents	XXXXXXXXXX XXXXXXXXXX	5,000 -
904 26	EA	2	Bicycle Parking Racks <u>ten hundred</u> Dollars Cents	1,000	2,000 -
905 27	LS	1	Embedding Street Indicators <u>fourty hundred</u> Dollars Cents	XXXXXXXXXX XXXXXXXXXX	4,000 -
906 28	LS	1	Concrete Text Stamping <u>fifty hundred</u> Dollars Cents	XXXXXXXXXX XXXXXXXXXX	5,000 -

\$ 199,678 <sup>50</sup>

\$ 204,278 <sup>50</sup>



**BID PROPOSAL FORM  
FOR THE CONSTRUCTION OF**

**SOUTHTOWN AREA STREET IMPROVEMENTS**

**IN SAN ANTONIO, TEXAS**

PROPOSAL OF

A Corporation organized and existing under the laws of the State of Texas ✓  
 A Partnership consisting of \_\_\_\_\_  
 An Individual doing business as N/A

**SAN ANTONIO WATER SYSTEM:**

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the adjustment of water meters, San Antonio Water System Water Job #02-5032 in accordance with the Plans and Specifications for the following prices:

**SAWS BID ITEMS**

Item No.	Unit	Unit Qty.	Description of Item (Unit Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
100	LS	1	Mobilization <u>Seven hundred fifty</u> Dollars Cents	XXXXXXXXXX XXXXXXXXXX	750
833	EA	25	Adjustment of Existing Water Meter <u>three hundred</u> Dollars Cents	300	7,500

**TOTAL BID AMOUNT**

\$ 8,250

**BIDDER'S SIGNATURE & TITLE**

Provo Services Inc & Contracting & QC Field Services  
President

**COMPANY'S NAME (TYPE OR PRINT)**

9456 South Presa, SA, TX 78223  
**COMPANY'S ADDRESS**

**OWNER RESERVES THE RIGHT TO ACCEPT THE OVERALL MOST  
ADVANTAGEOUS BID.**



**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:

**SOUTHTOWN AREA STREET IMPROVEMENTS**

Prepared by **WESTON SOLUTIONS, 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 **NINETY (90)** 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 TWELVE THOUSAND, FIVE HUNDRED TWENTY EIGHT** **AND**  
**50/100** Dollars, **(\$212,528.50)**

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**

Title

Secretary

STATE OF TEXAS )

COUNTY OF BEXAR )

This instrument was acknowledged before me on this the 23<sup>rd</sup> day of December, 2003  
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:

