

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

CONSENT AGENDA

ITEM NO. 8

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, Peter Zanoni, Milo D. Nitschke, and file

SUBJECT: Evergreen Street – McCullough to E. Euclid and Evergreen Ct. – Evergreen Street to N. St. Mary's

DATE: April 1, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low responsive bid and awards a construction contract in the amount of \$824,476.70 payable to R.L. Jones, L.P., a non-MBE firm, authorizes \$82,447.67 for construction contingency expenses and \$39,729.41 for expense recovery for an overall total of \$946,653.78 in connection with Evergreen Street – McCullough to E. Euclid and Evergreen Ct. – Evergreen Street to N. St. Mary's, authorized Community Development Block Grant funded projects, located in Council District 1. Of the \$946,653.78 total amount, \$607,292.38 will be funded by CDBG funds and \$339,361.40 will be funded by San Antonio Water System (SAWS).

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

These projects provide for the reconstruction of Evergreen Court from Evergreen Street to N. St. Mary's and Evergreen Street from McCullough Ave. to E. Euclid Ave. to a street width of 30 feet (2 lanes), including curbs, sidewalks, driveway approaches and necessary drainage. This project is scheduled to begin construction in April of 2004 and be completed by November of 2004.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in February 2004. 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 February 25, 2004 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 R.L. Jones, L.P. The contractor has submitted the goal that \$193,000 (23.4%) of the work will be performed by MBE firms. The Economic Development Department Memorandum is included herein as Attachment 6. The contract provides for one hundred eighty (180) calendar days to complete the project. R.L. Jones, L.P. currently has two construction contracts with the City of San Antonio through the Public Works Department in the total amount of \$4,440,113. A list of current projects is included as Attachment 3.

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 FY04-09 Capital Improvement Program Budget. Funds in the amount of \$607,292.38 are available from CDBG funds, \$339,361.40 are available from San Antonio Water System (SAWS) for the total amount of \$946,653.78 and are authorized payable as follows:

\$ 824,476.70	payable to R.L. Jones, L.P. for construction expenses
\$ 82,447.67	payable for miscellaneous construction contingency
\$ 39,729.41	payable for expense recovery

COORDINATION


This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, the Housing and Community Development Department and the San Antonio Water System (SAWS).

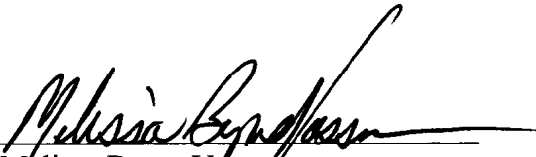
SUPPLEMENTARY COMMENTS

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. Current Project List, R.L. Jones, L.P.
4. Proposal
5. Contract
6. Economic Development Department Memorandum


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


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager



Bid Tabulation Results

Evergreen St. – McCullough to E. Euclid and Evergreen Ct. – Evergreen St. to N. St. Mary's

Contractor	Base Bid	SAWS Water	SAWS San Sewer	Grand Total
RL Jones, LP	\$485,115.30	\$199,794.40	\$139,567.00	\$824,476.70
Pronto Sandblasting	\$570,654.50	\$224,582.00	\$177,010.00	\$972,246.50
KGME	\$582,429.88	\$235,103.96	\$170,080.91	\$987,614.75

PROJECT LIST
R.L. JONES, L.P.

Project Name	District	Start	Completion	Amount
Culebra Area Streets, Phase III	7	11/03	08/04	\$993,801
W.W. White Phase I, Rigsby to Lord	2	10/03	11/04	\$3,446,312
Total of Contracts				\$4,440,113

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the 1ST day of April in the year 2004 by and between
R.L. JONES, L.P., 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:

EVERGREEN STREET - FROM McCULLOUGH AVE. TO E. EUCLID AVE
AND
EVERGREEN COURT - FROM EVERGREEN STREET TO N. ST. MARY'S

Prepared by BAIN MEDINA BAIN, 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 AND EIGHTY (180) 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: **EIGHT HUNDRED TWENTY FOUR THOUSAND, FOUR HUNDRED SEVENTY SIX** **AND**
70/100 _____ Dollars, (**\$824,476.70**)

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)

R.L. JONES, L.P.

Contractor

ATTEST:

BY:

David Jones
DAVID JONES, L.P.

PRESIDENT

Title

Secretary

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 15th day of March, 2004
by David Jones, President of R.L. Jones, L.P. a
Limited Partnership on behalf of said _____.

Elena Castillo

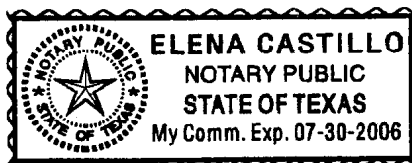
NOTARY PUBLIC in and for the State of
TEXAS

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 **R.L. Jones, L.P., a Partnership composed of David Jones, Jeremiah Jones, Joshua Jones, Courtney Jones and Brittany Jones,** acting by and through **David Jones, 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 **\$824,476.70** 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

R.L. JONES, L.P.

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 **EVERGREEN STREET - FROM McCULLOUGH AVE. TO E. EUCLID AVE.**

AND

EVERGREEN COURT - FROM EVERGREEN STREET TO N. ST. MARY'S

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 _____.

R.L. JONES, L.P.

By _____
David Jones, President

City Manager

Surety

(SEAL)

By _____

Address of Surety for Service Purposes

PERFORMANCE BOND

STATE OF TEXAS)
COUNTY OF BEXAR) Know all men by these presents:
CITY OF SAN ANTONIO)

1. That we **R.L. Jones, L.P., a Partnership composed of David Jones, Jeremiah Jones, Joshua Jones, Courtney Jones and Brittany Jones, acting by and through David Jones, 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 **\$824,476.70** 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

R.L. JONES, L.P.

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 **EVERGREEN STREET - FROM McCULLOUGH AVE. TO E. EUCLID AVE.**

AND

EVERGREEN COURT - FROM EVERGREEN STREET TO N. ST. MARY'S

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

R.L. JONES, L.P.

this _____ day of _____
20 _____

By

David Jones, President

City Manager

Surety

(SEAL)

By

Address of Surety for Service Purposes

City of San Antonio
Economic Development Department
Interdepartmental Memorandum

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

FROM: Anita Uribe Martin, Manager, Economic Development Department

COPIES: Denise Shaffer; Courtney McClure; File

SUBJECT: List of Subcontractors Submitted for the Evergreen St. – McCullough to E. Euclid; Evergreen Ct. – Evergreen St. to N. St. Mary's Improvement Package

DATE: March 12, 2004

We have reviewed the Good Faith Effort Plan and list of subcontractors for the Evergreen St. – McCullough to E. Euclid; Evergreen Ct. – Evergreen St. to N. St. Mary's Improvement Package. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>					
\$824,476.70					
FIRM	CERTIFIED	MBE	WBE	AABE	GFEP
R.L. JONES	NO	23.408% (\$193,000)	0%	0%	APPROVED

If there are any questions, please feel free to contact me at (210) 207-3901.



Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AUM/hb