

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

**CONSENT AGENDA**  
**ITEM NO. 21**

**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:** Lanark Drainage Project #92A, Phase I

**DATE:** May 20, 2004

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts the low responsive bid and awards a construction contract in the amount of \$2,934,279.67 payable to KGME, Inc., an MBE, authorizes \$246,229.93 for construction contingency expenses, and \$1,000.00 for advertising expenses. This ordinance also amends the professional services agreement and authorizes funding in the amount of \$31,948.33 payable to Fernandez, Frazer, White and Associates, Inc. for additional professional engineering services and authorizes \$3,194.83 for engineering contingency for an overall total of \$3,216,652.76 in connection with Lanark Drainage Project #92A, Phase I, an authorized 1999-2004 General Obligation Drainage Improvement Bond project, located in Council District 2. Of the \$2,934,279.67 total amount, \$2,462,299.36 will be funded by General Obligations of the City, \$423,118.90 by the San Antonio Water System (SAWS), and \$48,861.41 by City Public Service (CPS).

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

This project consists of channel improvements along Walzem Creek from Lanark to Overland, as well as reconstruction of Dell Oak, Overland, and a portion of Ashland to eliminate low water crossings at the intersection of said channel and streets. The street construction includes street widths of 30-feet with curbs, 4-foot sidewalks, wheelchair ramps, and retaining walls as required. Construction is scheduled to begin June 2004 and be completed by May 2005.

This Project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in March 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 April 7, 2004 with four (4) 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 KGME, Inc., and the contractor has committed that \$2,848,310.27 or 97% of construction services will be provided by MBE firms. The Memorandum from the Economic Development

Department is included herein as Attachment 3. The contract provides for three hundred (300) calendar days to complete the project. KGME, Inc. currently has three (3) construction contracts with the City of San Antonio through the Public Works Department in the total amount of \$4,233,677.00. A current list of projects is included herein as Attachment 4. An Administrative Hearing was held with KGME, Inc. on May 4, 2004 to discuss all current projects as well as the award of this project. Based on information provided at the Administrative Hearing, Tom Wendorf, the Public Works Director, along with City staff recommended that KGME be awarded this contract.

This ordinance also amends the professional services agreement and authorizes funds in the amount of \$31,948.33 payable to Fernandez, Frazer, White and Associates, Inc., an MBE, for additional professional services to include construction phase administration services, as well as authorizes additional engineering contingency in the amount of \$3,194.83. This professional services agreement was originally approved by Ordinance Number 67657 on August 4, 1988. Subsequent Council action authorized additional funds in the amount of \$338,740.02. This ordinance will increase the total authorized for this professional service contract to \$370,688.35.

Funds for the construction of this project in the amount of \$313,926 are being transferred from surplus funds identified in the Hollyhock at Huebner Creek Drainage Structure Project Budget (\$175,526) and the W.W. White, Phase I - Rigsby to Lord Project Budget (\$138,400) .

### **POLICY ANALYSIS**

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 1999-2004 General Obligation Drainage Improvement Bond funded Capital Improvement Projects.

### **FISCAL IMPACT**

This is a one-time capital improvement expenditure not within budget and included in the FY 04-09 Capital Improvement Program Budget. Of the total amount of \$3,216,652.76, funds in the amount of \$2,430,745.99 are available from 1999-2004 General Obligation Drainage Improvement Bonds, and funds in the amount of \$313,926.46 are available from Certificates of Obligation, which are being transferred from the W.W. White Phase I – Rigsby to Lord and the Hollyhock at Huebner Creek Drainage Structure projects. Funds in the amount of \$423,118.90 are available from SAWS, and \$48,861.41 are available from CPS and are authorized payable as follows:

\$ 2,934,279.67	payable to KGME, Inc. for construction expenses
\$ 246,229.93	payable for miscellaneous construction contingency
\$ 1,000.00	payable for advertising expenses
\$ 31,948.33	payable to Fernandez, Frazer, White and Associates for professional engineering services
\$ 3,194.83	for engineering contingency

## COORDINATION

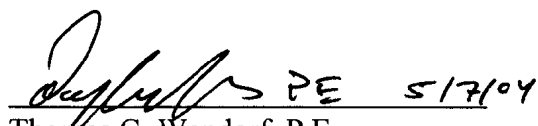
This request for ordinance has been coordinated with the Office of Management and Budget, the Economic Development Department and the Finance Department.

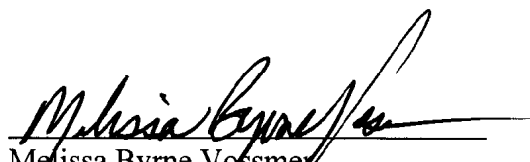
## SUPPLEMENTARY COMMENTS

This construction contract with KGME, Inc. was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required. The Discretionary Contracts Disclosure Form submitted by the consultant, Fernandez, Frazer, White and Associates, Inc. is included herein as Attachment 7.


## ATTACHMENTS

1. Project Map
2. Bid Tabulation
3. Economic Development Department Memorandum, dated April 27, 2004
4. Current Project List, KGME, Inc.
5. Proposal of KGME, Inc.
6. Contract, KGME, Inc.
7. Discretionary Contracts Disclosure Form

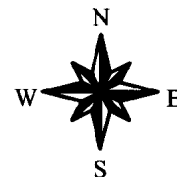
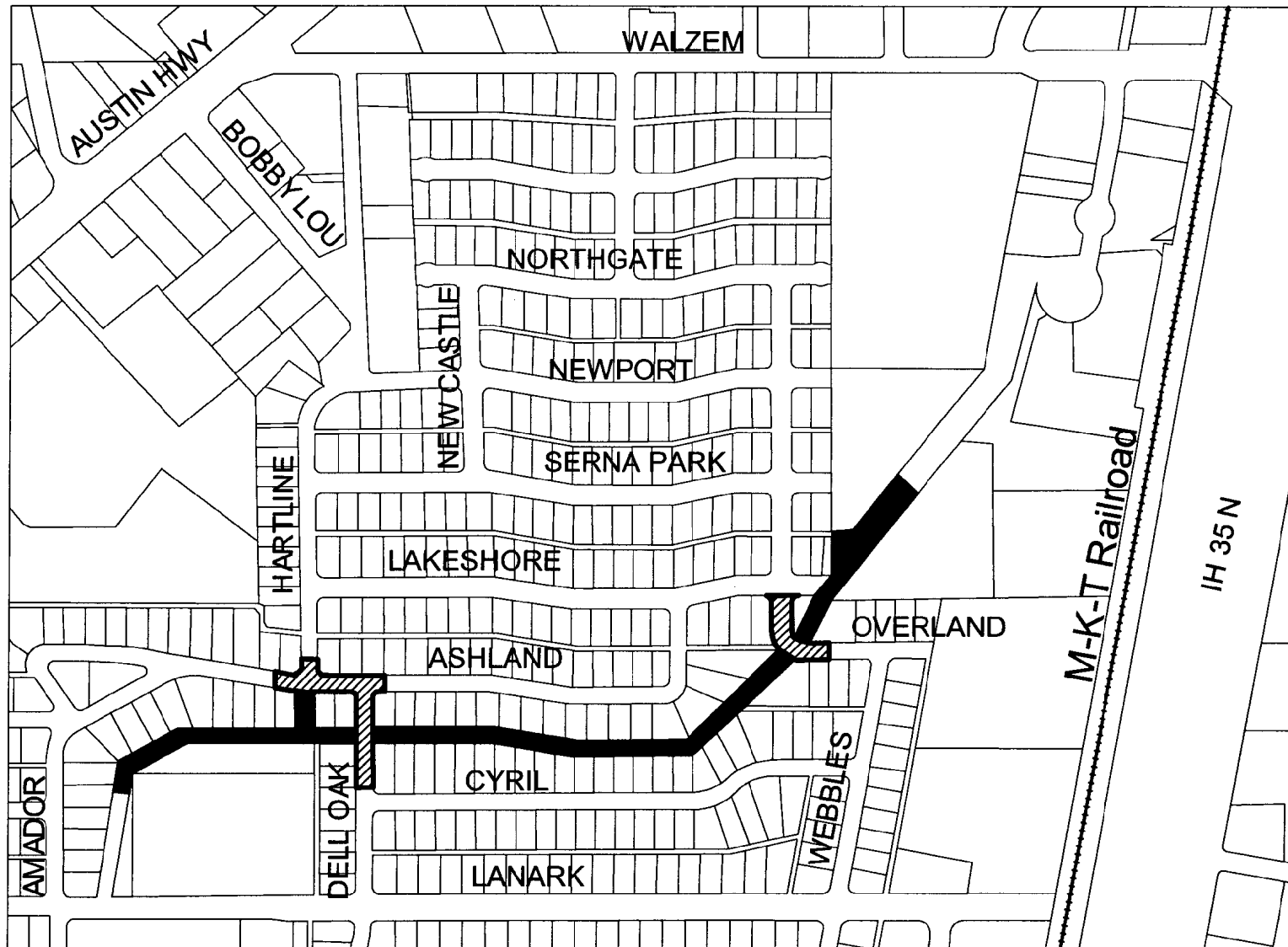
  
for Thomas G. Wendorf, P.E.  
Director of Public Works

  
Melissa Byrne Vossme  
Assistant City Manager

Approved:

  
for Terry M. Brechtel  
City Manager

# LANARK DRAINAGE #92A, PH.I



**CITY OF SAN ANTONIO**  
**Interdepartmental Correspondence Sheet**

To: William E. Krause, Capital Programs Manager

From: Anibal A. Gutierrez Jr., P.E., Project Manager

Copies: Plans & Records, File

Subject: Lanark Drainage Project #92A Phase I Council District 2

Date: April 20, 2004

**Bids opened and received:**

April 7 2004 @ 1:00 P.M.

**Bid Tabulation**

	Contractor	Base Bid	S.A.W.S. Water	S.A.W. S. Sanitary Sewer	C.P.S. Gas	Grand Total
1.	KGME, Inc.	\$2,462,299.37	\$172,398.06	\$250,720.84	\$48,861.41	\$2,934,279.67
2.	San Antonio Constructors	\$2,678,724.74	\$121,675.66	\$322,681.06	\$23,710.00	\$3,146,791.46
3.	E-Z Bel Construction, Ltd.	\$2,784,193.47	\$202,394.10	\$430,151.00	\$42,590.00	\$3,459,328.57
4.	Pronsto Sandblasting & Coating & Oil Field Service	\$4,142,241.40	\$134,635.00	\$517,434.00	\$67,730.00	\$4,862,040.40

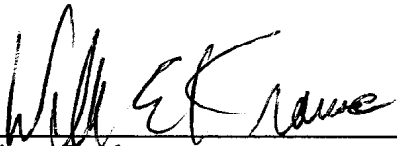
**Plans and specifications prepared by:**

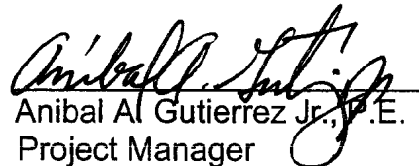
Fernandez, Frazer White & Associates, Inc.  
11824 Radium  
San Antonio, Texas 78216  
210-377-0774

**Funding:** This project is funded with 1987 & 1999 Bond funds.

**Recommendation:**

Award the contract to the lowest bidder, KGME Inc., whose bid including Base Bid, S.A.W.S. Water Work, S.A.W.S. Sewer Work & C.P.S. work totals \$2,934,279.67. A recommendation letter from the Consultant is attached.

  
\_\_\_\_\_  
William E. Krause  
Capital Programs Manager

  
\_\_\_\_\_  
Anibal Al Gutierrez Jr., P.E.  
Project Manager

AG:pgr

RECEIVED  
APR 29 2004  
CITY OF SAN ANTONIO  
PUBLIC WORKS CAPITAL PROGRAMS

City of San Antonio  
Economic Development Department  
Interdepartmental Memorandum

TO: William Krause, 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 Lanark Drainage Project 92A, Phase I Improvement Package

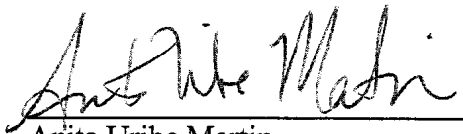
DATE: April 27, 2004

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We have reviewed the Good Faith Effort Plan and list of subcontractors for the Lanark Drainage Project 92A, Phase I Improvement Package. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<b>Total Project Cost</b>					
\$2,934,279.68					
<b>FIRM</b>	<b>CERTIFIED</b>	<b>MBE</b>	<b>WBE</b>	<b>AABE</b>	<b>GFEP</b>
KGME, Inc.	Yes	97% or \$2,848,310.27	-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

# Contractor List

<b>Contractor</b>		KGME, Inc.			
<b>Project Name</b>	<b>Team</b>	<b>District</b>	<b>Start</b>	<b>Completion</b>	<b>Amount</b>
Harris Storm Drainage	5	5	09/03	08/04	\$1,451,073
Mockert Street Area	5	5	08/03	08/04	\$1,372,561
Octavia #63 Phase II, Part I	5	5	01/04	09/04	\$1,410,043
<b>Sum of Contracts</b>					<b>\$4,233,677</b>
<b>Grand Total of Contracts</b>					<b>\$4,233,677</b>



**PROPOSAL**  
**TO**  
**CITY OF SAN ANTONIO TEXAS**  
**FOR THE CONSTRUCTION OF**  
**LANARK DRAINAGE PROJECT 92 A, PHASE I**  
**IN SAN ANTONIO, TEXAS**

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that Bidder has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that Bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Director of Public Works as therein set forth.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is understood and agreed that the work is to be completed in full in 300 (Three Hundred) calendar days.

Accompanying this Proposal is a Bid Guaranty in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) said amount being five percent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder may, at any time prior to opening of the bids withdraw this Proposal without penalty; it is also agreed that if Bidder shall, at any time after opening of bids, withdraw this Proposal or if this Bid is accepted and Bidder shall fail to execute the written contract and furnish satisfactory bond, within twenty (20) calendar days after the date of transmittal of the contract documents by Owner to Contractor, the City of San Antonio shall, in any of such events, be entitled and is hereby given the right to retain said Bid Guaranty as liquidated damages. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

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 guaranteed 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 \_\_\_\_\_

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

ATTEST

J. [Signature]  
J. [Signature]

KGME, INC.  
(Name of Bidder)  
By: [Signature] 4-6-04  
(Signature) Date  
President  
(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): TWO MILLION FOUR  
HUNDRED and SIXTY TWO THOUSAND TWO HUNDRED NINETY NINE  
Dollars and THIRTY SEVEN Cents \$ 2,462,299.37

SAWS Sanitary Sewer \$ 250,720.84

SAWS Waterworks \$ 172,398.06

City Public Service Gas \$ 48,861.41

TOTAL BID (BASE, SAWS Sewer & Water) \$ 2,934,279.67

KGME, INC.  
Company's Name

4820 Bacon Road  
Address

San Antonio, TX  
City & State

210-340-0540  
Telephone No.

210-340-0560  
Fax No.

78249  
Zip Code

City of San Antonio / Public Works  
Project Name: LANARK DRAINAGE PROJECT 92A PHASE I

ITEM No.	BID ITEM DESCRIPTION	UNITS OF MEASURE	APROX. QUANTITIES	UNIT BID PRICE	AMOUNT	SEQUENCE NUMBER
City of San Antonio Texas - Base Bid						
100	MOBILIZATION					
100.1	INSURANCE & BOND	LS	1	\$ 200,000.00	\$ 200,000.00	1
101	PREPARATION OF RIGHT OF WAY	LS	1	\$ 29,280.10	\$ 29,280.10	2
102	OBLITERATING ABANDONED STREET	LS	1	\$ 12,948.12	\$ 12,948.12	3
103.1	REMOVE CONCRETE CURB	SY	390	\$ 7.28	\$ 2,839.20	4
103.2	REMOVE SIDEWALKS AND DRIVEWAYS	LF	2,048	\$ 0.86	\$ 1,761.28	5
103.3	REMOVE CONCRETE DRAINAGE STRUCTURE AT DELL OAK	SF	12,949	\$ 0.24	\$ 3,107.76	6
103.3	REMOVE CONCRETE PAVEMENT (OVERLAND @ CREEK) AND PEDESTRIAN	LS	1	\$ 3,546.48	\$ 3,546.48	7
104	STREET EXCAVATION	LS	1	\$ 2,397.84	\$ 2,397.84	8
105	CHANNEL EXCAVATION	CY	1,548	\$ 8.79	\$ 13,606.92	9
105	IMPACTED CHANNEL EXCAVATION	CY	17,750	\$ 9.18	\$ 162,945.00	10
		CY	9,450	\$ 41.84	\$ 395,388.00	11
107	EMBANKMENT					
108.1	LIME TREATMENT FOR SUBGRADE (6" COMPATED DEPTH)	CY	528	\$ 5.78	\$ 3,051.84	12
108.2	LIME (25 LPS/SY)	SY	3,917	\$ 1.48	\$ 5,797.16	13
110.1	TRANSPORTATION OF IMPACTED SOIL	TN	49.2	\$ 99.28	\$ 4,884.58	14
110.2	DISPOSAL OF IMPACTED SOIL	TCY	13,160	\$ 6.28	\$ 82,644.80	15
110.3 A	REMOVAL AND DISPOSAL OF IMPACTED GROUND WATER	TCY	13,160	\$ 6.28	\$ 82,644.80	16
110.3 B	REMOVAL AND DISPOSAL ON NON-IMPACTED GROUND WATER	GAL	50,000	\$ 0.63	\$ 31,500.00	17
110.4	SITE SPECIFIC HEALTH & SAFETY PLAN	GAL	50,000	\$ 0.22	\$ 11,000.00	18
203	TACK COAT	LS	1	\$ 12,566.57	\$ 12,566.57	19
205.1	HOT MIX ASPHALTIC PAVEMENT, TYPE B, 2 1/2" DEPTH	GAL	376	\$ 2.63	\$ 988.88	20
205.3	HOT MIX ASPHALTIC PAVEMENT, TYPE D, 1 1/2" DEPTH	SY	1,794	\$ 9.02	\$ 16,181.88	21
		SY	4,052	\$ 4.33	\$ 17,545.16	22
206	ASPHALTIC TREATED BASE (6" COMPACTED DEPTH)					
206	ASPHALTIC TREATED BASE (7" COMPACTED DEPTH)	SY	1,868	\$ 15.96	\$ 29,813.28	23
300.1	CONCRETE CLASS "A" (DRIVEWAY RETAINING WALLS)	SY	2,049	\$ 17.85	\$ 36,574.65	24
300.1	CONCRETE CLASS "A" (CHANNEL WALL, 0-2')	CY	3.5	\$ 1,180.12	\$ 4,130.42	25
300.1	CONCRETE CLASS "A" (CHANNEL WALL, 2-4')	CY	159.3	\$ 428.08	\$ 68,193.14	26
300.1	CONCRETE CLASS "A" (ELEVATED SIDEWALK)	CY	151.4	\$ 459.49	\$ 69,566.79	27
300.1	CONCRETE CLASS "A" (BRIDGE DECK)	CY	5	\$ 1,307.67	\$ 6,538.35	28
300.1	CONCRETE CLASS "A" (ABUTMENTS)	CY	64.02	\$ 285.50	\$ 18,277.71	29
300.5	CONCRETE CLASS "H", 3600PSI (HEADWALLS, HARTLINE DRAIN)	CY	82.69	\$ 568.29	\$ 46,991.90	30
301	REINFORCING STEEL, GRADE 60	CY	13.53	\$ 1,489.21	\$ 20,149.01	31
302	METAL FOR STRUCTURES (ARM JTS.)	LB	42,555	\$ 0.43	\$ 18,298.65	32
		LB	2,030	\$ 0.94	\$ 1,908.20	33
306	STRUCTURAL EXCAVATION					
308	DRILLED SHAFTS, 30" DIA	CY	822	\$ 8.01	\$ 6,584.22	34
310	PRECAST, PRESTRESSED BRIDGE BOX BEAM, 4' X 20"	LF	308.17	\$ 117.53	\$ 36,219.22	35
310	PRECAST, PRESTRESSED BRIDGE BOX BEAM, 5' X 20"	LF	90.17	\$ 175.93	\$ 15,863.61	36
		LF	772.97	\$ 188.50	\$ 145,704.85	37

401.1	30" STORM DRAINAGE PIPE, R.C.P., "D-LOAD", LATERAL	LF	209	\$ 65.60	\$ 13,710.40	38
401.1	42" STORM DRAINAGE PIPE, R.C.P., "D-LOAD", LATERAL	LF	31	\$ 115.31	\$ 3,574.61	39
401.1	42" STORM DRAINAGE PIPE, R.C.P., "D-LOAD", 12-14' DELL OAK DRAIN	LF	45.5	\$ 113.47	\$ 5,162.89	40
401.1	42" STORM DRAINAGE PIPE, R.C.P., "D-LOAD", 0-6', OVERLAND DRAIN	LF	14	\$ 112.51	\$ 1,575.14	41
401.1	42" STORM DRAINAGE PIPE, R.C.P., "D-LOAD", 6-8', OVERLAND DRAIN	LF	48	\$ 112.51	\$ 5,400.48	42
401.1	42" STORM DRAINAGE PIPE, R.C.P., "D-LOAD", 8-10', OVERLAND DRAIN	LF	100	\$ 112.51	\$ 11,251.00	43
401.1	42" STORM DRAINAGE PIPE, R.C.P., "D-LOAD", 0-6', HARTLINE DRAIN	LF	108	\$ 112.51	\$ 12,151.08	44
401.1	42" STORM DRAINAGE PIPE, R.C.P., "D-LOAD", 6-8', HARTLINE DRAIN	LF	180	\$ 112.51	\$ 20,251.80	45
403.6	SPECIAL JUNCTION BOX 6' X 6' X 9'	EA	1	\$ 4,068.89	\$ 4,068.89	46
403.13	INLET 20'	EA	2	\$ 403.05	\$ 806.10	47
403.16	SPECIAL INLET 30' X 6' DEEP	EA	1	\$ 7,178.25	\$ 7,178.25	48
403.16	SPECIAL INLET 30' X 7' DEEP	EA	1	\$ 7,819.15	\$ 7,819.15	49
410.2	GRAVEL SUBGRADE FILLER	CY	953	\$ 10.98	\$ 10,463.94	50
501	MACHINE LAID CURB	LF	2,189	\$ 5.65	\$ 12,367.85	51
502.1	CONCRETE SIDEWALKS	SY	1,129	\$ 24.81	\$ 28,010.49	52
502.2	CONCRETE DRIVEWAY	SY	764	\$ 27.25	\$ 20,819.00	53
502.3	COMMERCIAL DRIVEWAY	SY	60	\$ 28.76	\$ 1,725.60	54
505	CONCRETE RIPRAP (6" THICK)	SY	16,945	\$ 31.12	\$ 527,328.40	55
506.1	CONCRETE RETAINING WALL COMBINATION TYPE	CY	29.1	\$ 446.67	\$ 12,998.10	56
507.1	CHAIN LINK WIRE FENCE, 4 FEET	LF	85	\$ 8.80	\$ 748.00	57
507.2	CHAIN LINK WIRE FENCE, 6 FEET	LF	3,590	\$ 10.05	\$ 36,079.50	58
507.4	GATES, PEDESTRIAN	EA	2	\$ 188.50	\$ 377.00	59
507.5	GATES, VEHICULAR, 4' HIGH	OPN	2	\$ 345.58	\$ 691.16	60
507.5	GATES, VEHICULAR, 12' X 6'	OPN	4	\$ 377.00	\$ 1,508.00	61
507.6	WOOD FENCE, 6FT., TREATED OR CEDAR	LF	200	\$ 15.71	\$ 3,142.00	62
507.7	TEMPORARY CHAIN LINK FENCE, 6' HIGH	LF	430	\$ 5.97	\$ 2,567.10	63
508	RELOCATING WIRE FENCE	LF	64	\$ 5.03	\$ 321.92	64
510	TIMBER GUARD POST	EA	13	\$ 169.65	\$ 2,205.45	65
511.3	REPLACING W/ASPHALT TREATED BASE & PAVEMENT, 6" COMPACTED DEP	SY	17	\$ 18.17	\$ 308.89	66
513.1	REMOVE AND RELOCATE MAIL BOX	EA	15	\$ 16.14	\$ 242.10	67
515	TOPSOIL	CY	209	\$ 13.45	\$ 2,811.05	68
516.2	SODDING, ST. AUGUSTINE	SY	1,902	\$ 3.60	\$ 6,847.20	69
517	BRIDGE RAILING, TYPE C4 (STEEL)	LF	182.52	\$ 87.97	\$ 16,056.28	70
520	HYDROMULCH	SY	9,502	\$ 1.90	\$ 18,053.80	71
522	SIDEWALK PIPE RAILING	LF	86	\$ 40.84	\$ 3,512.24	72
523.1	ADJUSTING VEHICULAR GATES	OPN	1	\$ 251.33	\$ 251.33	73
523.2	ADJUSTING PEDESTRIAN GATES	EA	1	\$ 125.67	\$ 125.67	74
524	CONCRETE STEPS	CY	1.5	\$ 738.67	\$ 1,108.01	75
530	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 14,074.56	\$ 14,074.56	76
531.03	R1-1 STOP	EA	3	\$ 219.91	\$ 659.73	77
531.21	R7-1 NO PARKING ANYTIME	EA	2	\$ 213.63	\$ 427.26	78
531.34	S1-1 SCHOOL ADVANCE	EA	1	\$ 219.91	\$ 219.91	79
531.36	S4-1 SCHOOL SPEED LIMIT	EA	1	\$ 276.46	\$ 276.46	80
531.37	W1-1 TURN	EA	2	\$ 219.91	\$ 439.82	81
531.43	W1-7 LARGE ARROW	EA	1	\$ 301.60	\$ 301.60	82
531.45	W1-8 CHEVRON ALIGNMENT	EA	8	\$ 201.07	\$ 1,608.56	83
531.54	W13-1 ADVISORY SPEED	EA	2	\$ 113.10	\$ 226.20	84

531.59	D-3 9 INCH STREET NAME	EA	6	\$ 144.52	\$ 867.12	85
541	CURB INLET GRAVEL FILTER	LF	160	\$ 10.74	\$ 1,718.40	86
542	TEMPORARY SEDIMENT CONTROL FENCE	LF	6,412	\$ 1.95	\$ 12,503.40	87
543	CONSTRUCTION EXIT, TYPE 1	SY	455	\$ 6.53	\$ 2,971.15	88
544.2	ROCK FILTER DAM TYPE 2	LF	43	\$ 16.96	\$ 729.28	89
546	GRAVEL FILTER BAGS	LF	8	\$ 5.03	\$ 40.24	90
550	TRENCH EXCAVATION SAFETY PROTECTION	LF	278.5	\$ 0.63	\$ 175.46	91

**TOTAL PUBLIC WORKS - BASE BID:**

**\$ 2,462,299.37**

**SAWS-SEWER BID**

100	MOBILIZATION	LS	1	\$ 2,834.94	\$ 2,834.94	92
101	PREPARING RIGHT OF WAY	LS	1	\$ 3,906.08	\$ 3,906.08	93
103.2	REMOVE CONCRETE SIDEWALKS AND DRIVES	SF	430	\$ 0.84	\$ 361.20	94
502.1	CONCRETE SIDEWALK	SY	5	\$ 24.81	\$ 124.05	95
502.2	CONCRETE DRIVEWAY	SY	50	\$ 27.25	\$ 1,362.50	96
503.1	ASPHALT DRIVEWAY	SY	28	\$ 28.39	\$ 794.92	97
507.6	TEMPORARY CHAIN LINK WIRE FENCE, 6 FT. HIGH	LF	290	\$ 6.85	\$ 1,986.50	98
508	REMOVE AND REPLACE FENCE	LF	290	\$ 7.84	\$ 2,273.60	99
515	TOPSOIL	CY	20	\$ 18.58	\$ 371.60	100
516.1	SODDING, BERMUDA	SY	182	\$ 5.09	\$ 926.38	101
550	TRENCH EXCAVATION SAFETY PROTECTION	LF	4,739	\$ 0.25	\$ 1,184.75	102
848	8" GRAVITY SANITARY SEWER PIPE (0'-6')	LF	750	\$ 11.96	\$ 8,970.00	103
848	8" GRAVITY SANITARY SEWER PIPE (6'-10')	LF	2,305	\$ 15.26	\$ 35,174.30	104
848	8" GRAVITY SANITARY SEWER PIPE (10'-14')	LF	1,046	\$ 20.15	\$ 21,076.90	105
848	8" GRAVITY SANITARY SEWER PIPE, 0-6 FEET, IN IMPACTED SOIL	LF	90	\$ 33.15	\$ 2,983.50	106
848	8" GRAVITY SANITARY SEWER PIPE, 6-10 FEET IN IMPACTED SOIL	LF	387	\$ 36.84	\$ 14,257.08	107
851	ADJUST EXISTING MANHOLE	EA	1	\$ 604.58	\$ 604.58	108
852.1	WATERTIGHT RING & COVER SEWER MANHOLE (0'-6')	EA	27	\$ 1,889.79	\$ 51,024.33	109
852.1	WATERTIGHT RING & COVER SEWER MANHOLE IN IMPACTED SOIL	EA	6	\$ 2,807.02	\$ 16,842.12	110
852.3	EXTRA DEPTH MANHOLE	VF	70	\$ 98.62	\$ 6,903.40	111
852.3	EXTRA DEPTH MANHOLE, IN IMPACTED SOIL	VF	4	\$ 169.88	\$ 679.52	112
854	6" SANITARY SEWER, HOUSE LATERAL	LF	270	\$ 19.48	\$ 5,259.60	113
854	6" SANITARY SEWER HOUSE LATERAL, IN IMPACTED SOIL	LF	60	\$ 29.23	\$ 1,753.80	114
854A	TWO WAY SANITARY SEWER CLEAN OUT	EA	49	\$ 148.30	\$ 7,266.70	115
856.1	JACKING, BORING OR TUNNELING 24" LINE	LF	42	\$ 201.59	\$ 8,466.78	116
856.2	8" CARRIER PIPE	LF	247	\$ 12.45	\$ 3,075.15	117
856.3	CASING OR LINER, 18", IN OPEN TRENCH	LF	55	\$ 77.25	\$ 4,248.75	118
856.3	CASING OR LINER, 24"	LF	42	\$ 60.74	\$ 2,551.08	119
856.3	CASING OR LINER, 18", IN OPEN TRENCH, IN IMPACTED SOIL	LF	150	\$ 68.03	\$ 10,204.50	120
858	CONCRETE ENCASEMENT, CRADLES, SADDLES & COLLARS	CY	120	\$ 74.77	\$ 8,972.40	121
858.3	MANHOLE ENCASEMENT	VF	85	\$ 60.44	\$ 5,137.40	122
858.3	MANHOLE ENCASEMENT, IN IMPACTED SOIL	VF	7	\$ 160.25	\$ 1,121.75	123
860	VERTICAL STACKS	VF	180	\$ 20.00	\$ 3,600.00	124
864	BYPASS PUMPING	LS	1	\$ 6,294.68	\$ 6,294.68	125
866	SEWER MAIN TELEVISION INSPECTION (8"-15")	LF	4780	\$ 1.70	\$ 8,126.00	126

**TOTAL SAWS - SEWER BID:**

**\$ 250,720.84**

**SAWS - WATER BID**

100	MOBILIZATION						
101	PREPARING RIGHT OF WAY	LS	1	\$ 1,889.96	\$ 1,889.96	127	
550	TRENCH EXCAVATION SAFETY PROTECTION	LS	1	\$ 3,906.08	\$ 3,906.08	128	
818	6" PVC (C900) PIPE, IN OPEN TRENCH	LF	1,340	\$ 0.25	\$ 335.00	129	
818	8" PVC (C900) PIPE, IN OPEN TRENCH	LF	10	\$ 20.64	\$ 206.40	130	
818	12" PVC (C900) PIPE, IN OPEN TRENCH	LF	605	\$ 21.10	\$ 12,765.50	131	
		LF	550	\$ 36.65	\$ 20,157.50	132	
822	1", LONG CUSTOMER'S YARD PIPING						
824	RELOCATE 3/4", LONG SERVICE	LF	500	\$ 8.98	\$ 4,490.00	133	
824	RELAY 3/4", SHORT SERVICE	EA	3	\$ 577.10	\$ 1,731.30	134	
824	RELAY 3/4", LONG SERVICE	EA	6	\$ 427.79	\$ 2,566.74	135	
824	NEW UNMETERED 3/4", LONG SERVICE	EA	6	\$ 509.99	\$ 3,059.94	136	
826	VALVE BOX, ADJUST	EA	1	\$ 464.35	\$ 464.35	137	
828	8" GATE VALVE (M.J.)	EA	5	\$ 29.35	\$ 146.75	138	
828	12" GATE VALVE (M.J.)	EA	4	\$ 1,478.43	\$ 5,913.72	139	
831	6" X 6" CUT IN TEE (M.J.)	EA	1	\$ 2,177.58	\$ 2,177.58	140	
833	EXISTING METER BOX AND EXISTING METER, RELOCATE	EA	1	\$ 2,265.08	\$ 2,265.08	141	
833	NEW METER BOX AND EXISTING METER, RELOCATE	EA	12	\$ 554.20	\$ 6,650.40	142	
		EA	4	\$ 607.70	\$ 2,430.80	143	
833	NEW METER BOX						
834	STANDARD FIRE HYDRANT, ON NEW MAIN	EA	2	\$ 82.85	\$ 165.70	144	
836	PIPE FITTINGS, ALL SIZES AND TYPES	EA	2	\$ 3,183.39	\$ 6,366.78	145	
840	6" TIE IN, COMPLETE	TN	9.1	\$ 4,187.55	\$ 38,106.71	146	
840	8" TIE IN, COMPLETE	EA	4	\$ 2,054.96	\$ 8,219.84	147	
840	12" TIE IN, COMPLETE	EA	2	\$ 2,458.01	\$ 4,916.02	148	
841	HYDROSTATIC PRESSURE TEST	EA	3	\$ 2,671.78	\$ 8,015.34	149	
844	2" BLOWOFF, TEMPORARY	EA	3	\$ 1,440.53	\$ 4,321.59	150	
856.2	8" CARRIER PIPE	EA	4	\$ 1,822.73	\$ 7,290.92	151	
856.2	12" CARRIER PIPE	LF	60	\$ 19.18	\$ 1,150.80	152	
856.3	CASING OR LINER, 24", IN OPEN TRENCH	LF	115	\$ 33.25	\$ 3,823.75	153	
		LF	175	\$ 78.68	\$ 13,769.00	154	
1015	3/4" & 1" COPPER SERVICE LINE LEAK/BREAK, REPAIR						
1020	6" MAIN BREAK/LEAK, ALL TYPES, REPAIR	EA	1	\$ 831.37	\$ 831.37	155	
1020	8" MAIN BREAK/LEAK, ALL TYPES, REPAIR	EA	1	\$ 1,181.93	\$ 1,181.93	156	
1020	12" MAIN BREAK/LEAK, ALL TYPES, REPAIR	EA	1	\$ 1,408.59	\$ 1,408.59	157	
		EA	1	\$ 1,672.62	\$ 1,672.62	158	

**TOTAL SAWS - WATER BID:**
**\$ 172,398.06**
**GAS**

1	RERUN AND LOWER GAS SERVICE OFF NEW MAIN (MAIN TO METER) SIZES 1" TO 4"						
	SHORT SIDE						
	LONG SIDE	EA	8	\$ 899.00	\$ 7,192.00	159	
9	INSTALL GAS MAIN OR CASING (DISTANCE AS MEASURED ALONG TOP OF TRENCH)	EA	1	\$ 1,000.00	\$ 1,000.00	160	
	2" PLASTIC PIPE AND TRACER WIRE						
	6" PLASTIC PIPE AND TRACER WIRE	LF	471	\$ 21.51	\$ 10,131.21	161	
		LF	660	\$ 46.27	\$ 30,538.20	162	

**TOTAL GAS:**
**\$ 48,861.41**

TOTAL PUBLIC WORKS - BASE BID:	\$	2,462,299.37
TOTAL SAWS - SEWER BID:	\$	250,720.84
TOTAL SAWS - WATER BID:	\$	172,398.06
TOTAL GAS:	\$	48,861.41

TOTAL BID : \$ 2,934,279.67

KGME, Inc. certifies that the unit prices shown on this complete computer print-out for all the bid items and the alternates contained in the proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out. KGME, Inc. acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all the extended amounts.

Signed: J. Alby Ginn  
Title: President  
Date: 4-7-04

THE CITY OF SAN ANTONIO

CALENDAR DAY  
CONTRACT  
(CDC)  
(Standard Form)

THIS AGREEMENT made the 20<sup>TH</sup> day of May in the year 2004 by and between \_\_\_\_\_  
KGME, 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:

LANARK DRAINAGE PROJECT No. 92A PHASE 1

Prepared by FERNANDEZ, FRAZER, WHITE AND ASSOCIATES, 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 THREE HUNDRED ( 300 ) 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 MILLION, NINE HUNDRED THIRTY FOUR THOUSAND, TWO HUNDRED SEVENTY NINE AND  
67/100 Dollars, (\$2,934,279.67 )

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)

KGME, INC.

Contractor

ATTEST:

BY:

Simon G Salas  
SIMON SALAS

COUNSEL

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title

STATE OF TEXAS )

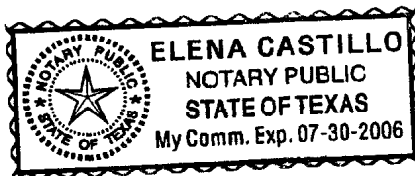
COUNTY OF BEXAR )

This instrument was acknowledged before me on this the 6<sup>th</sup> day of May 2004  
by Simon B. Salas, Counsel of KGME, Inc. an  
Illinois Corporation on behalf of said Corporation

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 **KGME, Inc.**, an Illinois Corporation, acting by and through **J. Abel Godines, 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 \$2,934,279.67 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

**KGME, 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

**LANARK DRAINAGE PROJECT No. 92A PHASE 1**

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 \_\_\_\_\_.

**KGME, INC.**

By \_\_\_\_\_  
**J. ABEL GODINES, 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 **KGME, Inc.**, an Illinois Corporation, acting by and through **J. Abel Godines, 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 **\$2,934,279.67** 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

**KGME, 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

**LANARK DRAINAGE PROJECT No. 92A PHASE 1**

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 \_\_\_\_\_

**KGME, INC.**

By

\_\_\_\_\_  
**J. ABEL GODINES, PRESIDENT**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Surety

(SEAL)

By

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

# City of San Antonio

## Discretionary Contracts Disclosure\*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

### Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

N/A

(2) the identity of any **business entity**<sup>1</sup> that would be a party to the discretionary contract:

FERNANDEZ, FRAZER, WHITE & ASSOCIATES, INC.

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

N/A

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

N/A

<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

# City of San Antonio

## Discretionary Contracts Disclosure\*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

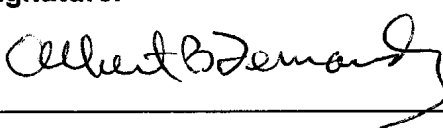
### Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
NONE		

### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

NONE		
Signature: 	Title: President  Company: Fernandez, Frazer, White & Associates, Inc.	Date:  April 19, 2004

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.