

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL CORRESPONDENCE SHEET
PUBLIC WORKS DEPARTMENT**

**CONSENT AGENDA
ITEM NO. 29**

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, Andrew W. Cameron; Aubrey George, file

SUBJECT: Collins Garden Branch Library Roof Repairs

DATE: June 24, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low responsive bid, awards a construction contract in the amount of \$168,497.00 payable to Alice Roofing & Sheet Metal Works, Inc., a non-MBE firm, authorizes \$33,700.00 for contingency expenses and \$14,153.79 for expense recovery for an overall total amount of \$216,350.79 in connection with the Collins Garden Branch Library Roof Repairs, an authorized Community Development Block Grant (CDBG) funded project located at 200 N. Park Blvd. in City Council District 5.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This ordinance authorizes a construction contract with Alice Roofing & Sheet Metal Works, Inc. to provide construction services in connection with the Collins Garden Branch Library Roof Repairs located at 200 N. Park Blvd. in Council District 5.

This project will provide replacement of the existing built-up roofing (5,500 sq. ft.) as recommended by the city-wide facility condition analysis study. Additional work not included in the study involves replacement of the standing seam metal roofing (200 sq. ft.) and repairs to the existing exterior facade and interior ceilings. Construction is anticipated to be complete in September of 2004.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in April of 2004. In addition, the bid announcement was made on TVSA, through the SBEDA office, and the Dodge Report. Plans were also available for review by potential bidders in the Public Works Department.

Bids for the project were opened on April 21, 2004, with two (2) bidders responding. The low responsive bidder is Alice Roofing & Sheet Metal Works, Inc. and the base bid is being accepted for a total contract amount of \$168,497.00. The matrix reflecting the outcome of the bid process (see attachment #2) and the bid proposal (see attachment #3) are included below.

The Economic Development Department has reviewed and approved the Good Faith Effort Plan submitted by Alice Roofing & Sheet Metal Works, Inc. in May 2004. The contractor has committed 10% of the work to a WBE firm. Alice Roofing & Sheet Metal Works, Inc. currently has no construction contracts with the City of San Antonio through the Public Works Department.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to design previously approved Community Development Block Grant (CDBG) funded Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure. Funds in the amount of \$216,350.79 are available from Community Development Block Grant (CDBG) funds and are authorized payable as follows:

\$168,497.00	payable to Alice Roofing & Sheet Metal Works, Inc. for facility improvements
\$ 33,700.00	payable for contingency expenses
\$ 14,153.79	payable for expense recovery

COORDINATION

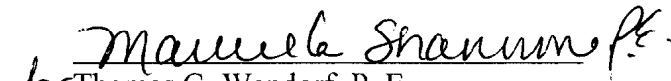
This request for ordinance has been coordinated with the Finance Department, Housing and Community Development and the Office of Management and Budget.

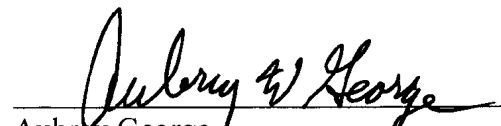
SUPPLEMENTARY COMMENTS

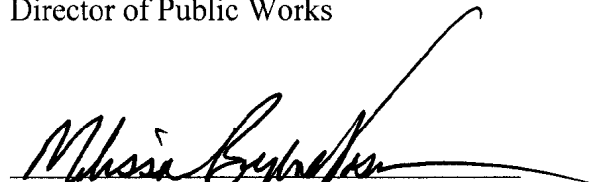
This project was developed utilizing the formal competitive bid process, therefore, a Discretionary Contracts Disclosure Form is not required.

ATTACHMENTS

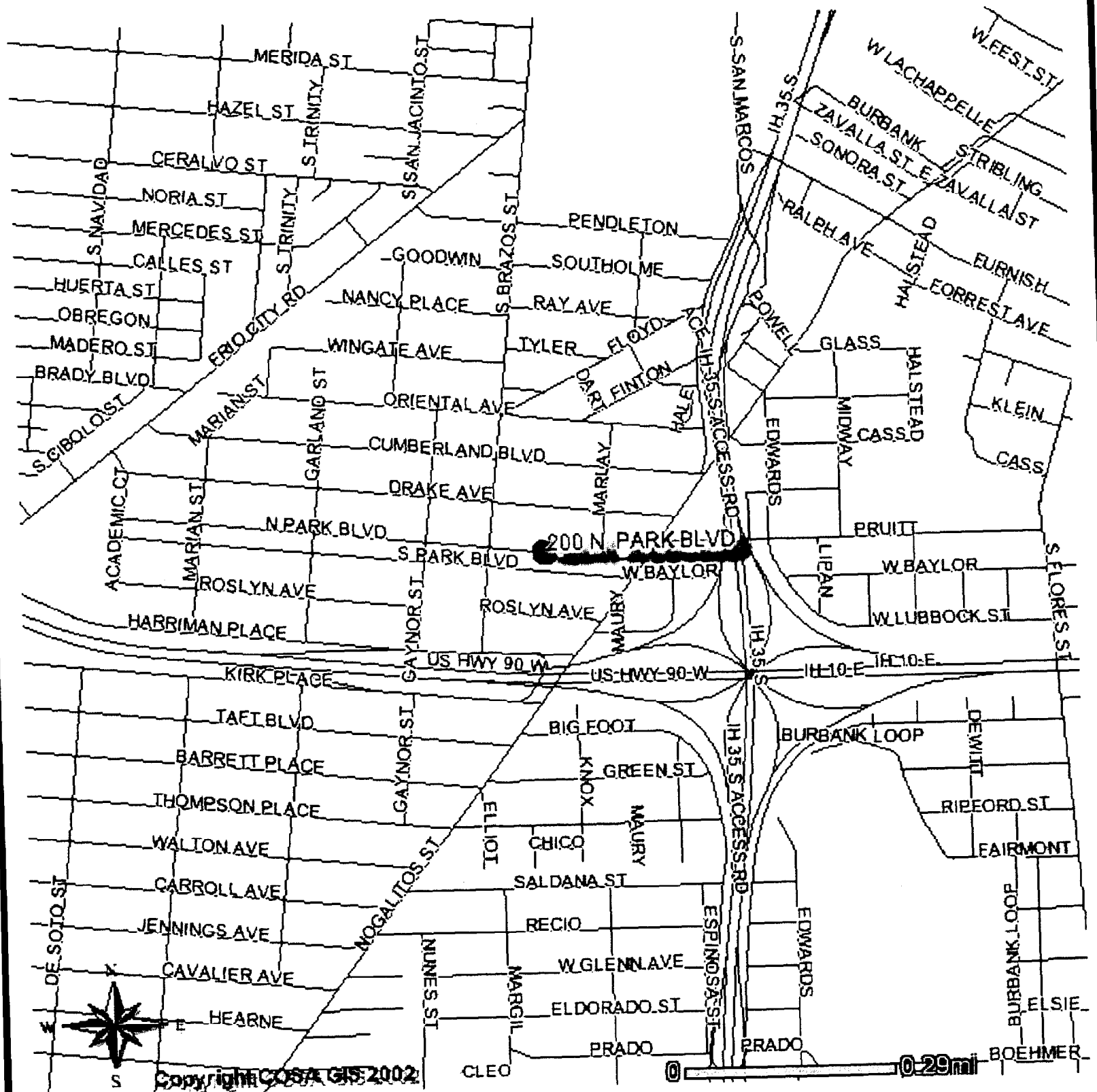
- 1) Project Location Map
- 2) Matrix of Bid Tabulation
- 3) Bid Proposal
- 4) Construction Contract


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


Aubrey George
Acting Library Director


Melissa Byrne Vossmer
Assistant City Manager

Attachment #1
Project Location Map



Attachment #2
Matrix of Bid Tabulation

COLLINS GARDEN BRANCH LIBRARY ROOF REPAIR '	
04/21/04	
FIRM	BASE
Cram Roofing	None-responsive. Qualification statement not signed
Alice Roofing	\$168,497.00

Section 00300
**BID FORM SUBMITTED TO THE
CITY OF SAN ANTONIO, TEXAS
FOR THE CONSTRUCTION OF**

COLLINS GARDEN BRANCH LIBRARY ROOF REPAIRS

IN SAN ANTONIO, TEXAS

The undersigned, as Bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, corporation; that Bidder has carefully examined the Project Manual and plans therein referred to, and has carefully examined the requirements of the proposed work; and agrees that the 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 Project Manual and plans in the manner prescribed therein and according to the requirements of the Director of Public Works as therein set forth.

It is understood and agreed that the work is to be completed in full on or before Ninety
(90) calendar days.

Accompanying this Bid is a Bid Guaranty in the amount of five Percent (5%) percent of the greatest total amount of the 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. The Bidder by submitting this completed form hereby agrees that if he/she fails to execute the written contract and furnish satisfactory bond, within ten (10) calendar days after City Council award, 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 proposals 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 Construction Contract (General Form) 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 all bid prices have been carefully checked and are submitted as correct and final.

The Bidder acknowledges that an Allowance of \$8,000.00 for specified items in the Contract Documents is included in the Base Bid.

The Bidder by submitting this bid acknowledges that they have received Addenda/Addendum number(s) 1,2,3

The Bidder is:

☐ A sole 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.

(Affix Corporate Seal here)

Alice Roofing & Sheet Metal Works, Inc.

Official Business name

By: Sidney Armstrong, President

Type or print name/title of representative

Attest:

Vikki Armstrong
Vikki Armstrong, Secretary

By: Sidney Armstrong 4/21/2004
Signature Date

I. BASE BID

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

One Hundred Sixty Eight Thousand Four Hundred Ninety \$ 168,497.00

Seven and 00/100's

II. Unit Prices Amount of each Unit Price (Insert in Numbers):

- 1 4.00 BF
- 2 6.00 SF
- 3 10.00 SF
- 4 10.00 SF

Alice Roofing & Sheet Metal Works, Inc.

(210) 661-5211

Official Name of Company (legal)

Telephone No.

P.O. BOX 200087

(210) 661-9329

Address

Fax No.

San Antonio, TX 78220

78220

City and State

Zip Code

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the 3RD day of June in the year 2004 by and between
ALICE ROOFING & SHEET METAL WORKS, 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:

COLLINS GARDEN BRANCH LIBRARY ROOF REPAIRS

Prepared by KINNISON AND ASSOCIATES, ARCHITECTS, 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: ONE HUNDRED SIXTY-EIGHT THOUSAND, FOUR HUNDRED NINETY-SEVEN AND
00/100 Dollars, (\$168,497.00)

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

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

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

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

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

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

CITY OF SAN ANTONIO

By: _____
City Manager

ATTEST:

City Clerk

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

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

(Seal if Agreement is with Corporation)

ALICE ROOFING & SHEET METAL WORKS, INC.
Contractor

ATTEST:

BY: 
SIDNEY ARMSTRONG

Secretary

PRESIDENT
Title

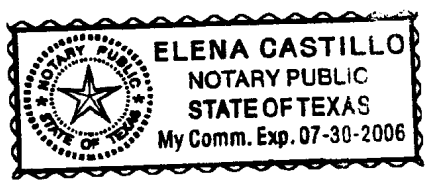
STATE OF TEXAS)
COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 18th day of May 2004
by Sidney Armstrong President of Alice Roofing & Sheet Metal Works, Inc.
Metal Works, Inc. 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 **Alice Roofing & Sheet Metal Works, Inc., a Texas Corporation, acting by and through Sidney Armstrong, 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 **\$168,497.00** for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

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

ALICE ROOFING & SHEET METAL WORKS, 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

COLLINS GARDEN BRANCH LIBRARY ROOF REPAIRS

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 _____.

ALICE ROOFING & SHEET METAL WORKS, INC.

By _____
SIDNEY ARMSTRONG, 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 **Alice Roofing & Sheet Metal Works, Inc.,** a Texas Corporation, acting by and through **Sidney Armstrong, 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 **\$168,497.00** for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

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

ALICE ROOFING & SHEET METAL WORKS, 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

COLLINS GARDEN BRANCH LIBRARY ROOF REPAIRS

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 _____

By

ALICE ROOFING & SHEET METAL WORKS, INC

SIDNEY ARMSTRONG, PRESIDENT

City Manager

(SEAL)

Surety

By

Address of Surety for Service Purposes

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: Courtney McClure; Denise Shaffer; File

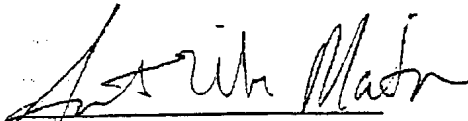
SUBJECT: Collins Garden Branch Library Roof Repairs

DATE: May 14, 2004

We have reviewed the Good Faith Effort Plan and List of subcontractors submitted for the Collins Garden Branch Library Roof Repairs. The low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>					
\$168,497					
Firm	Certified	MBE	WBE	AABE	GFEP
Alice Roofing	No	0%	10.09 % or \$17,000	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

**CITY OF SAN ANTONIO
FEBRUARY 2004 PROPOSED REPROGRAMMING
PROPOSED DISTRICT SPECIFIC PROJECTS**

CDBG DISTRICT 5			
<u>Revenues</u>		<u>Proposed Projects</u>	
Lillita	\$4,361.57	Memorial Library	\$5,000.00
Dist 5 School Zone Flshrs	\$11,740.21	Calderon Boys Club	\$15,740.00
Martinez Park	\$20,000.00	Say Si	\$20,000.00
Escobar Playscape	\$40,000.00	Guadalupe Theatre ADA	\$42,000.00
District 5 Traffic Signals	\$43,462.21	Normoyle Park	\$50,000.00
Villas De Esperanza	\$46,351.77	Morrill Park	\$55,000.00
AGA Sidewalks	\$50,000.00	Collins Gardens Library	<u>\$250,000.00</u>
Recreation Fund	<u>\$221,825.00</u>	Total Proposed	\$437,740.00
Total Projects	\$437,740.76		

PROJECT**PROPOSED BUDGET****MEMORIAL LIBRARY****\$5,000.00**

Funding to implement fire prevention and safety measures recommended at the Memorial Library, located at 3222 Culebra, San Antonio, Texas 78228.

CALDERON BOYS & GIRLS CLUB**\$15,740.00**

The proposed reprogramming money will be used to repair the indoor swimming pool. The entire project will cost approximately \$65,000. The scope of work for the \$15,740 will consist of the renovation of the interior wall and floor surfaces of the swimming pool. Phases include surface preparation, application of bonding agent, and application of the plaster material.

SAY SI**\$20,000.00**

CDBG allocation will be used to support the purchase and rehabilitation of a 25,296 square foot warehouse building located at 1518 S. Alamo, San Antonio, Texas 78204. The warehouse space will be rehabilitated into the SAY SI Community Art Center.

**CITY OF SAN ANTONIO
FEBRUARY 2004 PROPOSED REPROGRAMMING
PROPOSED DISTRICT SPECIFIC PROJECTS**

<u>PROJECT</u>	<u>PROPOSED BUDGET</u>
GUADALUPE CULTURAL ARTS CENTER	\$42,000.00
The funds will be used to complete Phase II of the Guadalupe Theater repairs and renovations with reference to "life and safety" issues and "ADA compliance" issues.	
MORRILL PARK	\$55,000.00
CDBG allocation to fund the rehabilitation of the Morrill Park basketball court, located at 238 E. Hart, to include new goals, benches, and resurfacing and re-stripping.	
NORMOYLE PARK	\$50,000.00
CDBG allocation to fund facility improvements at Normoyle Community Center, located at 700 Culberson, to include the replacement of the lower roof, and the repair of the brick siding.	
COLLINS GARDENS LIBRARY	\$250,000.00
Funding to support roof repair/replacement, along with interior damage caused by rainwater leakage. Collins Garden Library is located at 200 N. Park.	