

**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

CONSENT AGENDA
ITEM NO. 27

TO: Mayor and City Council

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

SUBJECT: Semlinger Road – Rigsby to Lord

DATE: November 17, 2005

SUMMARY AND RECOMMENDATION

This ordinance accepts a proposal and appropriates funds in the amount of \$8,511.93 payable to Southwestern Bell Telephone, L.P. (SBC) for construction costs in connection with the Semlinger Road – Rigsby to Lord project, an authorized 2003 Storm Water Revenue Bond funded project, located in Council District 2.

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

This project provides for total street reconstruction of Semlinger Road to a 30-foot width road from Rigsby to Lord, including curbs, sidewalks, driveways, and a storm sewer system with a drainage outfall to Diana and Rigsby. This ordinance authorizes compensation in the amount of \$8,511.93 payable to SBC to replace a buried cable under the existing shallow channel, which will deepen to 15-feet. This replacement is necessary due to a conflict with the proposed drainage channel near the intersection of Rigsby and Diana, in between the Candlestick Apartments. SBC will replace the cable and buzz around the 200 pair cable. Construction on this project is anticipated to begin in May of 2006 and is anticipated to be completed by June of 2007.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 2003 Storm Water Revenue Bond funded Capital Improvement projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure and is included in the FY 06-11 Capital Improvement Program Budget. Funds in the amount of \$8,511.93 are available from 2003 Storm Water Revenue Bond funds and are appropriated and authorized payable to SBC for construction services.

COORDINATION

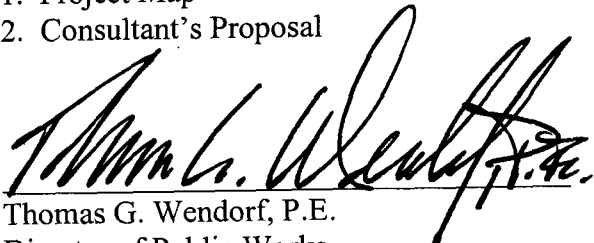
This ordinance was coordinated with the Finance Department and the Office of Management and Budget.

SUPPLEMENTARY COMMENTS

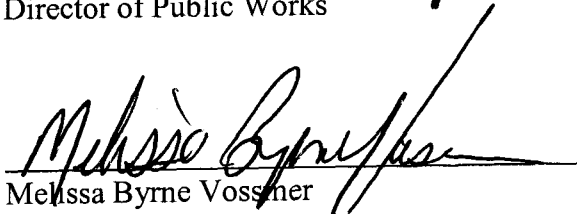
A Discretionary Contracts Disclosure Form is not required.

ATTACHMENTS

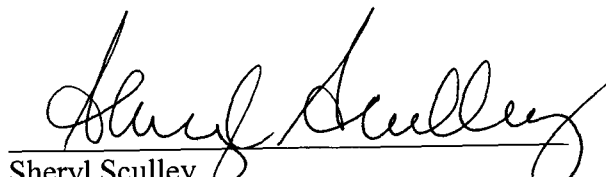
1. Project Map
2. Consultant's Proposal



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

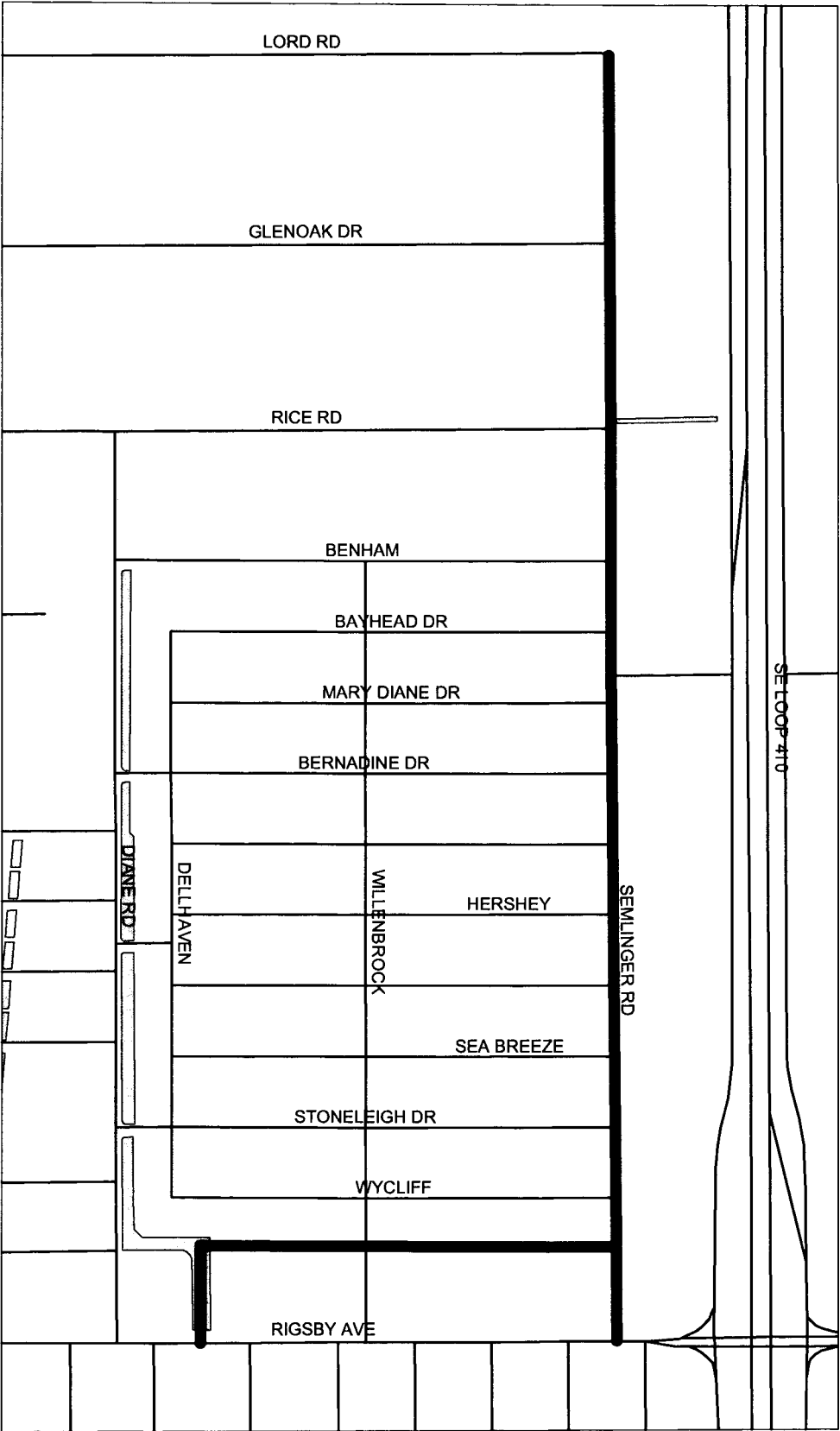


Melissa Byrne Vossner
Assistant City Manager



Sheryl Sculley
City Manager

SEMLINGER: LORD - RIGSBY



CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS
CAPITAL PROGRAMS DIVISION



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 San Antonio, Texas 78209
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APPLICATION and LETTER OF AGENCY FOR CUSTOM WORK

July 14, 2005

CWOTS Number:

3889T05

Customer Billing Telephone Number: 210-207-7167

BILL TO: City of San Antonio
 Attn: Anibal Gutierrez
 114 W. Commerce St.
 San Antonio, Texas 78205

WORK SITE LOCATION: Between Candlestick Apts.

DESCRIPTION OF CUSTOM WORK: SBC will need to replace a buried cable under the existing shallow drain that will be dug out of 15' deep. SBC will also replace cable and buzz around the 200 pair cable.

LABOR EXPENSE: \$ 6,388.18; MATERIAL EXPENSE: \$ 322.00; OVERHEAD EXPENSE: \$ 1, 801.75;

TARIFF/LICENSE AGREEMENT EXPENSE: \$ 0.00

COST OF MONEY EXPENSE: \$

CHARGE FOR CUSTOM WORK: CONTRACT PRICE \$ 8,511.93

Applicant requests that Southwestern Bell Telephone, L.P. act as its agent in performing the above-described custom work on Applicant's behalf. Applicant agrees to pay the charge(s) indicated above for such work. The charge(s) will be computed in accordance with Southwestern Bell Telephone, L.P.'s ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job.

Applicant agrees to make an advance payment of **\$ 8,511.93** Prior to commencement of the work.

CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify Southwestern Bell Telephone, L.P., in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Southwestern Bell Telephone, L.P. for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Southwestern Bell Telephone L.P. will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.

PRICE QUOTE

The price is guaranteed for 60 days from July 14, 2005. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the price that was originally quoted.

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STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Bill Mize, 11930 Airline, Rm. 215, Houston, TX 77037**. If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order. If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell Telephone, L.P., in writing of the cancellation. Southwestern Bell Telephone, L.P., will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will Southwestern Bell Telephone, L.P., be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS

The parties recognize that this is a fixed cost contract. However, if Applicant initiates changes in the scope of the work after Southwestern Bell Telephone L.P., has provided Applicant with the above referenced price quote, or after Applicant executes this fixed price contract, whichever is earlier, the above price quote and this contract are null and void and Applicant must request that a new estimate be provided based on the revised/alterd scope of work.

In the event that there exists a condition in the field that is different from field conditions that existed at the time Southwestern Bell Telephone, L.P. provided the above referenced price quote to Applicant, or after Applicant executes this fixed price contract, whichever is earlier, the above price quote and this contract are null and void and Applicant must request that a new estimate be provided based on the changed field conditions.

Field conditions that may materially alter the scope of the work and/or the cost associated with the work include but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes, and other conditions or circumstances that Southwestern Bell Telephone, L.P., could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

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NO DAMAGE FOR DELAY

Under no circumstances will Southwestern Bell Telephone, L.P., be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this custom work order.

TIME TO COMPLETE

Any representation by Southwestern Bell Telephone, L.P., its agents, servants or employees that the project, will be complete by a certain date or certain time period is strictly an estimate and not binding on Southwestern Bell Telephone, L.P., its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Southwestern Bell Telephone, L.P.'s control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Southwestern Bell Telephone, L.P., its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

CHOICE OF LAW AND ARBITRATION

Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to binding arbitration before the American Arbitration Association. The parties further agree that the prevailing party in any such dispute will be entitled to recover attorney's fees and costs of arbitration.

Texas law governs the application of this agreement and all terms contained therein.

INDEMNIFICATION AND HOLD HARMLESS

Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Southwestern Bell Telephone, L.P., and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.

ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

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MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

ACCEPTED FOR CUSTOMER:

ACCEPTED FOR SOUTHWESTERN BELL TELEPHONE, L.P.:

—

Authorized Signature, Title or
Relationship to Company or Individual
Company:
Printed Name:

Title: Brian Bednarz
CWOTS -Manager Operations Control

Date: _____

Date: _____