

AN ORDINANCE 101224

ACCEPTING THE TWO LOWEST RESPONSIVE BIDS AND AWARDING A CONSTRUCTION CONTRACT WITH SAN ANTONIO CONSTRUCTORS, LTD, ("CONSTRUCTORS") A SBE FIRM, IN THE AMOUNT OF \$3,999,999.00 AND RAM BUILDING SERVICES, LLC, ("RAM") A SBE/MBE FIRM, IN THE AMOUNT OF \$4,953,781.00, RESPECTIVELY; AUTHORIZING \$400,000.00 FOR PROJECT CONTINGENCY FOR CONSTRUCTORS AND \$500,000.00 FOR PROJECT CONTINGENCY FOR RAM, AND \$2,000.00 FOR ADVERTISING EXPENSES IN CONNECTION WITH THE 2005-2006 INDEFINITE DELIVERY CONTRACT FOR PUBLIC WORKS INFRASTRUCTURE MAINTENANCE AND CONSTRUCTION PROJECT.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The low responsive bids of San Antonio Constructors, Ltd. ("Constructors") in the amount of \$3,999,999.00 and of RAM Building Services, LLC ("RAM") in the amount of \$4,953,781.00 in connection with the 2005-2006 Indefinite Delivery Contract for the Public Works Infrastructure Maintenance and Construction Project are hereby accepted. All other bids will be considered rejected upon the execution of contracts by the successful bidders and the deposit of all required bonds and insurance certificates or the expiration of sixty days from the effective date hereof, whichever occurs first.

SECTION 2. The sum of \$400,000.00 for project contingency for San Antonio Constructors, Ltd., \$500,000.00 for project contingency for RAM, and \$2,000.00 for advertising expenses are hereby authorized.

SECTION 3. The City Manager or his designee is hereby authorized to execute a standard form contract with Constructors and with RAM in substantial form as is attached hereto as **Attachment I** and **Attachment II** incorporated herein for all purposes.

SECTION 4. The amount of \$9,855,780.00 is in connection with 2005-2006 Indefinite Delivery Contract for Public Works infrastructure Maintenance and Construction Projects, The amount of \$3,999,999.00 is authorized for San Antonio Constructors, LTD. The amount of \$4,953,781.00 is authorized for RAM Building Services, LLC. Authorization is also granted for 400,000.00 for additional engineering contingency for the first contract and \$500,000.00 for project contingency for the second contract, and \$2,000.00 for advertising. The Director of Finance is authorized to make the transfers necessary for the \$9,855,780.00 when specific projects are identified and assigned by the City Manager. Amounts will be transferred from available funding sources identified within the scope and source as the projects are identified and assigned by the City Manager.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or his designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall be effective on the 28th day of August, 2005.

PASSED AND APPROVED this 18th day of August, 2005.



M A Y O R

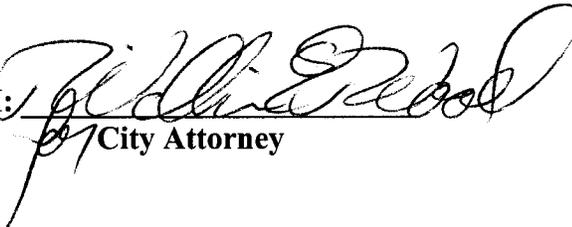
PHIL HARDBERGER

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Agenda Voting Results

Name: 10.

Date: 08/18/05

Time: 06:18:48 PM

Vote Type: Multiple selection

Description: An Ordinance accepting the two lowest responsive bids and awarding a construction contract with San Antonio Constructors, LTD, ("Constructors") a SBE firm, in the amount of \$3,999,999.00 and RAM Building Services, LLC, ("RAM") a SBE/MBE firm, in the amount of \$4,953,781.00, respectively; authorizing \$400,000.00 for project contingency for Constructors and \$500,000.00 for project contingency for RAM, and \$2,000.00 for advertising expenses in connection with the 2005-2006 Indefinite Delivery Contract for Public Works Infrastructure Maintenance and Construction Project. [Presented by Thomas Wendorf, Director, Public Works; Melissa Byrne Vossmer, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. McNEIL	DISTRICT 2	Not present			
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10	Not present			
MAYOR PHIL HARDBERGER	MAYOR		x		

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT

THIS AGREEMENT made the _____ day of _____ in the year **TWO THOUSAND FIVE (2005)** by and between **SAN ANTONIO CONSTUCTORS, LTD.**, 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:

2005- 2006 INDEFINITE DELIVERY CONTRACT FOR PUBLIC WORKS INFRASTRUCTURE MAINTENANCE AND CONSTRUCTION

Prepared by DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION, 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 Seven Hundred Thirty (730) 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 and Services: Three Million, Nine Hundred Ninety-Nine Thousand, Nine Hundred Ninety-Nine Dollars and No cents. DOLLARS, (\$3,999,999.00)

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)

SAN ANTONIO CONSTUCTORS, LTD.
Contractor

ATTEST:

BY: _____
Roy Heath

Secretary

President
Title

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____ 20____
by _____, _____ of _____ a
_____ on behalf of said _____.

NOTARY PUBLIC in and for the State of T E X A S

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES:

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT

THIS AGREEMENT made the _____ day of _____ in the year TWO THOUSAND FIVE (2005) by and between RAM BUILDING SERVICES, LLC, 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:

2005- 2006 INDEFINITE DELIVERY CONTRACT FOR PUBLIC WORKS INFRASTRUCTURE MAINTENANCE AND CONSTRUCTION

Prepared by DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION, 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 Seven Hundred Thirty (730) 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 and Services: Four Million, Nine Hundred Fifty Three Thousand, Seven Hundred Eighty One Dollars and No cents. DOLLARS, (\$4,953,781.00)

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)

RAM BUILDING SERVICES, LLC.
Contractor

ATTEST:

BY: _____
Julio C. Ramon, Sr.

Secretary

President
Title

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____ 20____
by _____, _____ of _____ a
_____ on behalf of said _____.

NOTARY PUBLIC in and for the State of T E X A S

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: