

AN ORDINANCE **101762**

ACCEPTING THE LOW, QUALIFIED, RESPONSIVE BID IN THE AMOUNT OF \$1,535,495.50 FROM PRONTO SANDBLASTING & COATING & OIL FIELD SERVICES CO., INC. (MBE/SBE) FOR CONSTRUCTION SERVICES IN CONNECTION WITH THE ROSABELL STREET – CULEBRA TO INEZ PROJECT, AN AUTHORIZED 2003-2007 GENERAL OBLIGATION STREET IMPROVEMENT BOND FUNDED PROJECT LOCATED IN COUNCIL DISTRICT 5 (\$491,747.50 OF CONSTRUCTION EXPENSES TO BE REIMBURSED BY SAN ANTONIO WATER SYSTEM); AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT; AUTHORIZING \$104,374.80 FOR PROJECT CONTINGENCY EXPENSES, \$73,062.36 FOR CAPITAL ADMINISTRATIVE COSTS, AND \$2,000.00 FOR ADVERTISING EXPENSES FOR A TOTAL AMOUNT OF \$1,714,932.66; APPROPRIATING FUNDS AND PROVIDING FOR PAYMENT.

* * * * *

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

SECTION 1. The low, qualified bid of **Pronto Sandblasting & Coating & Oil Field Services Co., Inc.** in the amount of \$1,535,495.50 for construction services in connection with the Rosabell – Culebra to Inez Project is hereby accepted. All other bids will be considered rejected upon the execution of a contract by the successful bidder and the deposit of all required bonds and insurance certificates or the expiration of sixty days from the effective date hereof, whichever occurs first. A copy of the proposal is appended hereto as **Attachment I**. The following amounts, \$104,374.80 for project contingency expenses, \$73,062.36 for capital administrative costs and \$2000.00 for advertising, are hereby authorized.

SECTION 2. The City Manager or her designee is hereby authorized to execute a standard form contract covering said project, a copy which is in substantially the same form as **Attachment II**, incorporated herein for all purposes.

SECTION 3. The following financial adjustments are hereby authorized to effect this Ordinance:

(a) The amount of \$1,230,488.39 is appropriated in fund 45801000, 2003 General Obligation Street Improvement Bonds, WBS GO-00044-01-01-57, GL account 6102100 – Interfund Transfer out entitled Transfer to 23-00146-90-05. The amount of \$1,230,488.39 is authorized to be transferred to fund 45099000.

(b) The budget in fund 45099000, Project Definition 23-00146, Rosabell Street – Culebra to Inez, shall be revised by increasing WBS element 23-00146-90-05, entitled TRF FR WBS GO-00044-01-01-57, GL account 6101100 – Interfund Transfer In, by the amount of \$1,230,488.39.

(c) The budget in Project Definition 23-00966, Fay/St. Joseph – Creighton to New Laredo Hwy Phase II, WBS 23-00966-05-03 is authorized to be reduced by \$13,491.40.

(d) The amount of \$1,043,748.00, \$223,918.00, and \$267,829.50 are appropriated in Fund 45099000, Project Definition 23-00146, Rosabell Street – Culebra to Inez, WBS elements 23-00146-05-02-01, 23-00146-05-02-02-01 and 23-00146-05-02-02-02, respectively, and are authorized to be encumbered and made payable to Pronto Sandblasting & Coating & Oil Field Services Co.

(e) The amount of \$104,374.80 is appropriated in Fund 45099000, Project Definition 23-00146, Rosabell Street – Culebra to Inez, WBS elements 23-00146-05-06, and is authorized to be encumbered and made payable for project contingencies.

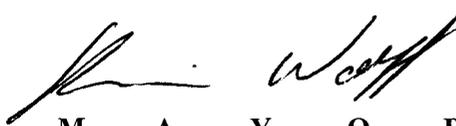
(f) The amount of \$80,368.59 is appropriated in Fund 45099000, Project Definition 23-00146, Rosabell Street – Culebra to Inez, WBS elements 23-00146-05-04, and is authorized to be encumbered and made payable for capital program administration charges.

(g) The amount of \$2,000.00 is appropriated in Fund 45099000, Project Definition 23-00146, Rosabell Street – Culebra to Inez, WBS elements 23-00146-05-01, and is authorized to be encumbered and made payable for project advertising fees.

SECTION 4. 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 her 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 5. This ordinance becomes effective on December 11, 2005.

PASSED AND APPROVED this 1st day of December, 2005.


M A Y O R
For PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By 
for City Attorney

CONSERT AGENDA
ITEM NO. 24

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

TO: Mayor and City Council

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

SUBJECT: Rosabell Street - Culebra to Inez

DATE: December 1, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the lowest responsive bid, appropriates funds, and awards a construction contract in the amount of \$1,535,495.50 payable to Pronto Sandblasting & Coating & Oil Field Services Co., Inc. (MBE/SBE), and authorizes \$104,374.80 for Project Contingency, \$80,368.59 for Capital Administrative Cost and \$2,000 for Advertising Expenses, for a total ordinance amount of \$1,720,238.90 in connection with the Rosabell Street – Culebra to Inez Project, an authorized 2003-2007 General Obligation Street Improvement Bond funded project, located in Council District 5. Of the \$1,535,495.50 construction contract amount \$491,747.50 will be reimbursed by San Antonio Water System (SAWS).

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

This project provides for the reconstruction of Rosabell Street from Culebra to Inez to include curbs and sidewalks that will meet the Americans Disabilities Act (ADA) standards in order to provide safer access for pedestrians.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in September 2005. In addition, the bid announcement was made on TVSA, through the Small Business Economic Development Advocacy (SBEDA) Office and the Dodge Report. Plans were also available for review by potential bidders at Maestas & Bailey, Inc., 518 East Ramsey, Ste. 204. Bids for this project were opened on October 12, 2005 and six (6) firms responded. Of these Pronto Sandblasting & Coating & Oil Field Services Co., Inc. submitted the lowest responsive bid. Pronto Sandblasting & Coating & Oil Field Services Co., Inc. currently has one (1) active contract with the City in the amount of \$1,579,000. A matrix of the bid outcome is included herein as Attachment 2 and the construction contract is included herein as Attachment 3. Construction is anticipated to begin in January 2006 and to be completed in November 2006.

The Economic Development Department has reviewed and approved the Good Faith Effort Plan submitted by Pronto Sandblasting & Coating & Oil Field Services Co., Inc. and the contractor, a

MBE/SBE, has committed to perform 95% of the work under this contract. The Memorandum from the Economic Development Department is included herein as Attachment 4.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 2003-2007 General Obligation Street Improvement Bond funded Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement. Funds in the amount of \$1,215,000 are included in the FY 06-11 Capital Improvement Program Budget. A portion of this item in the amount of \$13,491.40 is not within budget. Funds in the amount of \$1,215,000 are available from 2003 General Obligations Street Improvement Bonds, \$13,491.40 are available from the Fay Street/St. Joseph Phase II Creighton to New Laredo Hwy construction contingency, a 2003 General Obligation Street Improvement Bond appropriation and \$491,747.50 is available from SAWS funds and authorized to be appropriated and payable as follows:

\$1,535,495.50	payable to Pronto Sandblasting & Coating & Oil Field Services Co., Inc. for construction services
\$ 104,374.80	for Project Contingency
\$ 80,368.59	for Capital Administrative Costs
\$ 2,000.00	for Advertising Expenses

COORDINATION

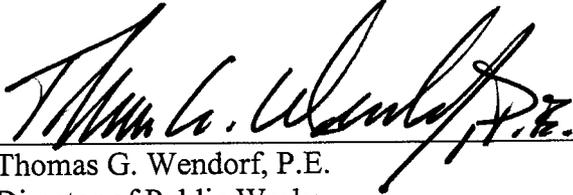
This request for ordinance has been coordinated with the Finance Department and the Office of Management and Budget.

SUPPLEMENTARY COMMENTS

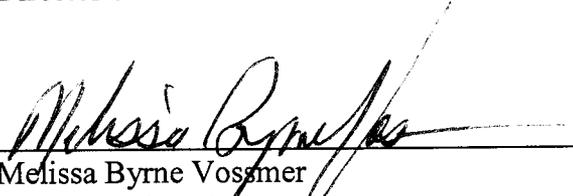
This construction contract was developed utilizing the formal bid process; therefore, a Discretionary Contracts Disclosure Form is not required.

ATTACHMENTS

- 1.) Project Map
- 2.) Bid Tab
- 3.) Construction Contract
- 4.) Memo from the Economic Development Department dated November 1, 2005.



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



Melissa Byrne Vossmer
Assistant City Manager



Sheryl Sculley
City Manager



Scale: None
DATE: 08/20/03
DCH

Rosabell Street: Culebra to Inez

CITY OF SAN ANTONIO
Department of Public Works
Capital Programs Division



THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT

THIS AGREEMENT made the _____ day of _____ in the year TWO THOUSAND FIVE (2005) by and between PRONTO SANDBLASTING & COATING & OIL FIELD SERVICES, CO., 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:

ROSABELL- CULEBRA TO INEZ

Prepared by Maestas & Bailey, 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 TWO HUNDRED EIGHTY-FIVE (285) 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: ONE MILLION, FIVE HUNDRED THIRTY-FIVE THOUSAND, FOUR HUNDRED NINETY-FIVE DOLLARS AND FIFTY CENTS, (\$1,535,495.50)

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)

PRONTO SANDBLASTING & COATING & OIL FIELD SERVICES CO., INC.

Contractor

ATTEST:

BY:

[Signature]
George Garcia

President

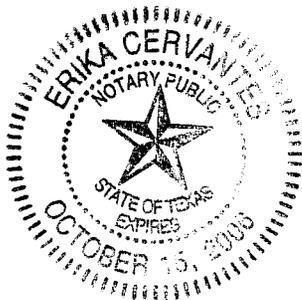
Title

Sylvia Garcia
Secretary

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 21 day of NOVEMBER 2005
by George GARCIA PRES of PRONTO SANDBLASTING & COATING a
S Corporation on behalf of said Corporation



[Signature]
NOTARY PUBLIC in and for the State of TEXAS

Erika Cervantes
NOTARY'S PRINTED SIGNATURE

Oct 15, 2006
MY COMMISSION EXPIRES:

STATE OF TEXAS }
COUNTY OF BEXAR }
CITY OF SAN ANTONIO }

Know all men by these presents:

1. That we PRONTO SANDBLASTING & COATING & OIL FIELD SERVICE, CO, INC., acting by and through GEORGE GARCIA, PRESIDENT

as Principal, and SureTec Insurance Company

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 \$1,535,495.50 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

PRONTO SANDBLASTING & COATING & OIL FIELD SERVICE, CO, 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

ROSABELL - CULEBRA TO INEZ

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

18th day of November A.D. 20 05

5. The foregoing bond is approved and accepted

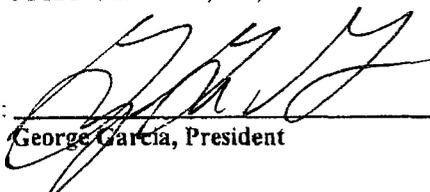
this _____ day of _____

2005.

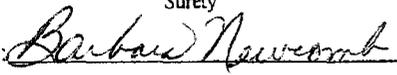
City Manager

(SEAL)

PRONTO SANDBLASTING & COATING & OIL FIELD SERVICE, CO, INC.

By: 
George Garcia, President

SureTec Insurance Company
Surety

By: 
Barbara Newcomb, Attorney-in-Fact

Address of Surety for Service Purposes

404 E. Ramsey, Ste. 104
San Antonio, TX 78216

PAYMENT BOND

STATE OF TEXAS }
COUNTY OF BEXAR }
CITY OF SAN ANTONIO }

Know all men by these presents:

1. That we PRONTO SANDBLASTING & COATING & OIL FIELD SERVICE, CO, INC., acting by and through GEORGE GARCIA, PRESIDENT,

as Principal, and SureTec Insurance Company

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 \$ 1,535,495.50 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

PRONTO SANDBLASTING & COATING & OIL FIELD SERVICE, CO, 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

ROSABELL CULEBRA TO INEZ

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 Chapter 2253 of the Texas Government Code, 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 18th day of November A.D. 2005.

6. The foregoing bond is approved and accepted this _____ day of _____, 20 _____

Pronto Sandblasting & Coating & Oil Field Service Co., Inc.

By: [Signature]
George Garcia, President

SureTec Insurance Company

By: [Signature]
Barbara Newcomb, Attorney-in-Fact

Address of Surety for Service Purposes

404 E. Ramsey, Ste. 104

San Antonio, TX 78216

City Manager

(SEAL)

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
Statutory Complaint Notice

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099

You may also write to the Surety at:

SureTec Insurance Company
5000 Plaza on the Lake, Suite 290
Austin, TX 78746

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**Important Notice Regarding
Terrorism Risk Insurance Act of 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: SureTec Insurance Company, U. S. Specialty Insurance Company, and any other company that is added to SureTec Insurance Company for which surety business is underwritten by SureTec Insurance Company ("Issuing Sureties").

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law. This Important Notice Regarding Terrorism Insurance Risk Act of 2002 is for informational purposes only and does not create coverage nor become a part or condition of the attached document.

**Exclusion of Liability for
Mold, Mycotoxins, and Fungi**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Paul G. Adam, Peter S. Batjer, Joseph P. O'Connor, Randall Saverance, Lisa W. Friend

Annelle U. Smith, Barbara Newcomb, Susan D.B. Muniz, Kari N. Roberts

of San Angelo Texas its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until July 31, 2007 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999)

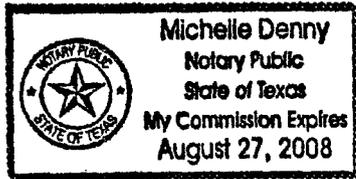
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.



SURETEC INSURANCE COMPANY
By: [Signature]
Bill King, President

State of Texas ss:
County of Harris

On this 20th day of June, A.D. 2005 before me personally came Bill King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Michelle Denny, Notary Public
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 18th day of November, 20 05, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
ROSABELL – CULEBRA TO INEZ

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 two hundred eighty-five (285) calendar days

Accompanying this Proposal is a Bid Guaranty in the amount of 5%
_____ Dollars (\$ _____) said amount being

_____ 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 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 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 N/A 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.

PROATO SANDBLASTING & COATING
GEORGE BARRETT

(Name of Bidder)

By: _____

(Signature)

Oct 12, 05

Date

President

(Title)

ATTEST: _____

GM

Amount of Base Bid (Insert Amount in Words and Numbers): One million fourty three thousand seven hundred forty eight & zero - &
\$ 1,043,748 -⁵⁰

Alternates (if applicable):

- (1) WATER - \$267,824 -⁵⁰
- (2) _____
- (3) SEWER - \$223,918 -⁵⁰
- (4) TOTAL - \$1,535,495 -⁵⁰

PROATO SANDBLASTING & COATING & OIL FIELD SERVICE
Company's Name

9456 South Peers
Address

SAN ANTONIO, TX
City & State

City & State

(210) 633 - 2039
Telephone No.

(210) 633 - 0135
Fax No.

Fax No.

78223
Zip Code

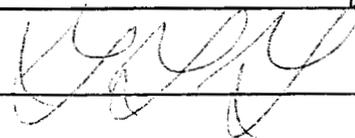
Zip Code

ROSABELL - CULEBRA TO INEZ

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE BASE BID (Written in Words)	EXTENSION UNIT PRICE x QUANTITY (In Figures)
100	1 LS*	Mobilization for <u>ninety thousand</u> Dollars and _____ Cents	90,000 -
100.1 <u>2</u>	1 LS*	Insurance & Bond for <u>thirty five thousand</u> Dollars and _____ Cents	35,000 -
101 <u>3</u>	1 LS*	Preparing of Right of Way for <u>thirty five thousand</u> Dollars and _____ Cents	35,000 -
103.1 <u>4</u>	1,829 LF	Remove Concrete Curb for <u>one</u> Dollars and _____ Cents	1,829 -
103.2 <u>7</u>	12,845 SF	Remove Concrete Sidewalks & Driveways for <u>one</u> Dollars and <u>fifty</u> Cents	19,267 ⁵⁰ -
104 <u>6</u>	7,731 CY	Street Excavation for <u>nine</u> Dollars and _____ Cents	69,579 -
107 <u>7</u>	86 CY	Embankment for <u>five</u> Dollars and _____ Cents	430 -

*Refer to Standard Instructions to Bidders, Paragraph 4.4.c.

BIDDER'S SIGNATURE _____



ROSABELL - CULEBRA TO INEZ

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE BASE BID (Written in Words)	EXTENSION UNIT PRICE x QUANTITY (In Figures)
200 <i>E</i>	11,555 SY	Flexible Base (4" Compacted Depth) for <u>four</u> Dollars and _____ Cents	46,220
200.1 <i>a</i>	1,455 SY	Flexible Base (6" Compacted Depth) for <u>five</u> Dollars and _____ Cents	7,275 ⁻
202 <i>10</i>	2,732 GAL	Prime Coat for <u>three</u> Dollars and <u>fifty</u> Cents	9,562 ⁻
203 <i>11</i>	1,326 GAL	Tack Coat for <u>Three</u> Dollars and <u>fifty</u> Cents	4,641 ⁻
205.3 <i>12</i>	12,630 SY	Hot Mix Asphaltic Pavement, Type D (1.5" Compacted Depth) for <u>SIX</u> Dollars and <u>fifty</u> Cents	82,095 ⁻
205.3 <i>13</i>	987 SY	Hot Mix Asphaltic Pavement, Type D (2" Compacted Depth) for <u>seven</u> Dollars and <u>fifty</u> Cents	7,402 ⁵⁰
206 <i>14</i>	11,555 SY	Asphalt Treated Base (4" Thick) for <u>thirteen</u> Dollars and <u>fifty</u> Cents	155,992 ⁵⁰

BIDDER'S SIGNATURE

ROSABELL - CULEBRA TO INEZ

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE BASE BID (Written in Words)	EXTENSION UNIT PRICE x QUANTITY (In Figures)
206	1,455 SY	Asphalt Treated Base (6" Thick) for <u>nineteen</u> Dollars and <u>—</u> Cents	27,645-
208.1	987 SY	Salvaging, Hauling & Stockpiling Reclaimable Asphaltic Pavement 2" Depth for <u>nine</u> Dollars and <u>—</u> Cents	8,883-
234	13,012 SY	Base Reinforcement for <u>four</u> Dollars and <u>—</u> Cents	52,048-
300.1	28 CY	Concrete Class "A" (Sidewalk Bridge & Armor Curb Slot) for <u>five hundred twenty</u> Dollars and <u>—</u> Cents	14,560-
301	2,878 LB	Reinforcing Steel for <u>one</u> Dollars and <u>—</u> Cents	2,878-
302	12,858 LB	Metal for Structures for <u>two</u> Dollars and <u>—</u> Cents	25,716-
501	6,695 LF	Machine Laid Curb for <u>312</u> Dollars and <u>—</u> Cents	40,170-

BIDDER'S SIGNATURE

ROSABELL - CULEBRA TO INEZ

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE BASE BID (Written in Words)	EXTENSION UNIT PRICE x QUANTITY (In Figures)
502.1	2,406 SY	Concrete Sidewalks for <u>thirty four</u> Dollars and _____ Cents	81,804-
502.2	2,588 SY	Concrete Driveways for <u>thirty eight</u> Dollars and _____ Cents	98,344-
502.3	83 SY	Commercial Driveway for <u>forty nine</u> Dollars and _____ Cents	4,067-
505	81 SY	Concrete Riprap (5" Thick) for <u>sixty</u> Dollars and _____ Cents	4,860-
506.1	68 CY	Concrete Retaining Walls-Comb. Type for <u>four hundred twenty</u> Dollars and _____ Cents	28,560-
508	306 LF	Relocating Wire Fence for <u>four</u> Dollars and _____ Cents	1,224-
512.1	1 EA	Adjusting Existing Manholes for <u>two hundred</u> Dollars and _____ Cents	200-

BIDDER'S SIGNATURE _____

ROSABELL - CULEBRA TO INEZ

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE BASE BID (Written in Words)	EXTENSION UNIT PRICE x QUANTITY (In Figures)
513.1 <i>20</i>	93 EA	Removing and Relocating Mail Boxes for <u>twenty</u> Dollars and _____ Cents	1,860 ⁻
513.3 <i>35</i>	14 EA	Removing and Relocating Mail Boxes (Rock or Masonry) for <u>four hundred</u> Dollars and _____ Cents	5,600 ⁻
515 <i>31</i>	330 CY	Topsoil for <u>ten</u> Dollars and _____ Cents	3,300 ⁻
516.1 <i>30</i>	3,001 SY	Bermuda Sodding for <u>five</u> Dollars and <u>fifty</u> Cents	16,505 ⁵⁰ ⁻
522 <i>35</i>	150 LF	Sidewalk Handrail (Steps) for <u>one hundred twenty</u> Dollars and _____ Cents	18,000 ⁻
523.1 <i>30</i>	67 Opening	Adjusting Vehicular Chain Link Double Swing Gates for <u>thirty</u> Dollars and _____ Cents	2,010 ⁻
523.1 <i>35</i>	8 Opening	Adjusting Vehicular Wrought Iron Double Swing Gates for <u>two hundred</u> Dollars and _____ Cents	1,600 ⁻

BIDDER'S SIGNATURE _____

ROSABELL - CULEBRA TO INEZ

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE x QUANTITY (In Figures)
523.10 <i>30</i>	2 Opening	Adjusting Vehicular Chain Link Single Rolling Gates for <u>Twenty</u> Dollars and _____ Cents	<u>40</u> -
523.10 <i>200</i>	1 Opening	Adjusting Vehicular Wrought Iron Single Rolling Gates for <u>two hundred</u> Dollars and _____ Cents	<u>200</u> -
523.1 <i>300</i>	1 Opening	Adjusting Vehicular Wood Double Rolling Gates for <u>Three hundred</u> Dollars and _____ Cents	<u>300</u> -
523.1 <i>300</i>	1 Opening	Adjusting Vehicular Steel Single Sliding Gates for <u>three hundred</u> Dollars and _____ Cents	<u>300</u> -
523.1 <i>600</i>	2 Opening	Adjusting Vehicular Wrought Iron Single Sliding Gates for <u>three hundred</u> Dollars and _____ Cents	<u>600</u> -
523.2 <i>150</i>	5 EA	Adjusting Pedestrian Gates for <u>Thirty</u> Dollars and _____ Cents	<u>150</u> -
524 <i>2700</i>	6 CY	Concrete Steps for <u>four hundred fifty</u> Dollars and _____ Cents	<u>2,700</u> -

BIDDER'S SIGNATURE _____

ROSABELL - CULEBRA TO INEZ

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE x QUANTITY (In Figures)
530.00 <i>43</i>	1 LS	Barricades, Signs & Traffic Handling for <u><i>eighteen thousand</i></u> Dollars and _____ Cents	<i>18,000-</i>
531.03 <i>44</i>	9 EA	R1-1 Stop for <u><i>two hundred</i></u> Dollars and _____ Cents	<i>1,800-</i>
531.05 <i>45</i>	4 EA	R1-4 All Way Plate for <u><i>one hundred</i></u> Dollars and _____ Cents	<i>400-</i>
531.21 <i>46</i>	2 EA	R7-1 No. Parking Anytime for <u><i>two hundred</i></u> Dollars and _____ Cents	<i>400-</i>
531.39 <i>47</i>	2 EA	W1-3 Reverse Turn for <u><i>two hundred</i></u> Dollars and _____ Cents	<i>400-</i>
531.43 <i>48</i>	1 EA	W1-7 Large Arrow for <u><i>three hundred</i></u> Dollars and _____ Cents	<i>300-</i>
531.54 <i>49</i>	2 EA	W13-1 Advisory Speed for <u><i>one hundred twenty</i></u> Dollars and _____ Cents	<i>240-</i>

BIDDER'S SIGNATURE _____

ROSABELL - CULEBRA TO INEZ

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE <small>(Written in Words)</small>	EXTENSION UNIT PRICE x QUANTITY <small>(In Figures)</small>
531.59 <i>7</i>	14 EA	9 Inch [229 mm] Street Name, Block Number (High Density) for <u>one hundred fifty</u> Dollars and _____ Cents	2,100-
536.07 <i>5</i>	135 LF	24 Inch [610 mm] Wide White Line for <u>fourteen</u> Dollars and _____ Cents	1,890-
540.00 <i>52</i>	1 LS	Stormwater Pollution Prevention Plan for <u>fifteen hundred</u> Dollars and _____ Cents	1,500-
SP-1 <i>53</i>	50 LF	Remove and Replace Wrought Iron & Masonary Fence for <u>one hundred</u> Dollars and _____ Cents	5,000-
SP-2 <i>54</i>	11 Opening	Adjust Wrought Iron Gates for <u>three hundred</u> Dollars and _____ Cents	3,300-

BIDDER'S SIGNATURE _____

**City of San Antonio
Economic Development Department
Interdepartmental Memorandum**

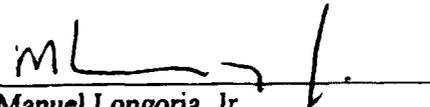
TO: William Krause, Capital Programs Manager, Public Works Department
FROM: Manuel Longoria, Jr., Assistant Director, Economic Development Department
COPIES: Yvette Ozuniga; Anita Uribe Martin; File
SUBJECT: Good Faith Effort Plan Submitted for the Rosabell-Culebra to Inez Project
DATE: November 1, 2005

We have reviewed the Good Faith Effort Plan for the **Rosabell-Culebra to Inez Project**. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>							
\$1,535,495.50							
FIRM	CERTIFIED	MBE	WBE	AABE	SBE	GFEP	
Pronto Sandblasting, Inc.	Yes MBE, SBE	.95% \$1,475,900	% \$	% \$	95% \$1,475,900	APPROV	

The firm of Pronto Sandblasting, Inc., is currently being processed for local recertification as a MBE.

If there are any questions, please feel free to contact Anita Uribe Martin at (210) 207-3900.


 Manuel Longoria, Jr.
 Assistant Director
 Economic Development Department

ML/hv

Foy/...

104,374
 107,884
 73,262
 3,200
 1,213,184
 1,213,184