

CHW:chw  
11/12/92

AN ORDINANCE **7 688 8**

ACCEPTING THE GIFT OF A KIOSK VALUED AT \$46,928.00 FROM THE STATE OF JALISCO, MEXICO, FOR INSTALLATION IN MILAM PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH VAN DELDEN COMPANY IN THE AMOUNT OF \$85,387.00 FOR SITE WORK AND INSTALLATION OF SAID KIOSK IN MILAM PARK; AUTHORIZING \$21,346.00 FOR CONSTRUCTION CONTINGENCIES; APPROPRIATING FUNDS; AND PROVIDING FOR PAYMENT.

\* \* \* \* \*

WHEREAS, the City of San Antonio, pursuant to Ordinance No. 75537, passed and approved on April 2, 1992, accepted a State of Texas Local Parks, Recreation, and Open Space grant in the amount of \$195,272.00 for the purpose of redeveloping Milam Park; and

WHEREAS, the local matching share for said grant is provided by monetary funds and in-kind services from the Friends of Milam Park and the contribution of a kiosk valued at \$46,928.00 from the State of Jalisco, Mexico; and

WHEREAS, the City of San Antonio now desires to formally accept the gift of the kiosk and express its gratitude; and

WHEREAS, construction bids were solicited for site work and installation of said kiosk and Van Delden Company submitted the apparent, low qualified bid of \$85,387.00; and

WHEREAS, it is now necessary to accept said bid, to authorize the City Manager to execute a standard form public works construction contract for the construction of said kiosk, and to provide for funding in connection therewith; **NOW THEREFORE:**

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

**SECTION 1.** The gift of a kiosk, which is valued at \$46,928.00, to be installed in Milam Park, from the State of Jalisco, Mexico, is hereby accepted.

**SECTION 2.** On behalf of all the citizens of the City of San Antonio, the San Antonio City Council hereby expresses its heartfelt gratitude to the officials and the citizens of Jalisco, Mexico, for their most generous gift.

**SECTION 3.** The apparent, low qualified bid of Van Delden Company in the amount of \$85,387.00 to perform site work and

installation of a kiosk in Milam Park is hereby accepted. The City Manager is authorized to execute a standard form public works construction contract for the job. A copy of the contractor's bid is attached hereto and incorporated herein as Attachment I.

SECTION 4. The following amounts are authorized to be encumbered in and paid from the Milam Park Redevelopment Fund No. 26-052028:

\$85,387.00 payable to Van Delden Company from Expenditure Account Index No. 217166 (Construction Contract--Phase I) for the above contract work;

21,346.00 payable for construction contingencies from Expenditure Account Index No. 217182 (Construction Contingency--Phase I).

SECTION 5. The value of the above kiosk given to the City shall be entered in Fund No. 26-052028 as follows:

Index No.	Obj.Code	Amount
ACTUAL REVENUES		
070060	KIOSK Gift from Jalisco	\$ 46,928
APPRO'PN EXPENDITURES		
601146	KIOSK Gift from Jalisco 85-871	\$ 46,928

PASSED AND APPROVED this 12<sup>th</sup> day of November, 1992.

ATTEST: Anna S. Rodriguez  
City Clerk

William W. Wolff  
M A Y O R

APPROVED AS TO FORM: \_\_\_\_\_

Tom Sunday  
City Attorney

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ARTS & CULTURAL AFFAIRS
AVIATION
BUILDING INSPECTIONS
BUILDING INSPECTIONS-HOUSE NUMBERING
CITY ATTORNEY
MUNICIPAL COURT (REGINA)
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
REAL ESTATE (HUBBARD)
TRIAL SECTION
CITY MANAGER
TRAVIS BISHOP, ASST. TO CITY MGR.
CODE COMPLIANCE
INTERGOVERNMENTAL RELATIONS
INTERNATIONAL RELATIONS
YOUTH INITIATIVES
CITY PUBLIC SERVICE-GENERAL MANAGER
CITY PUBLIC SERVICE-MAPS & RECORDS
COMMUNITY DEVELOPMENT
COMMUNITY INITIATIVES
CONVENTION & VISITORS BUREAU
CONVENTION FACILITIES
DOME DEVELOPMENT OFFICE
ECONOMIC DEVELOPMENT
FINANCE DIRECTOR
ASSESSOR
CONTROLLER
GRANTS
RISK MANAGEMENT
TREASURY
FIRE DEPARTMENT
HOUSING TRUST
INFORMATION SERVICES
INTERNAL REVIEW
LIBRARY
MANAGEMENT SERVICES (BUDGET)
MANAGEMENT SERVICES (PERSONNEL)
MARKET SQUARE
METROPOLITAN HEALTH DISTRICT
MUNICIPAL COURTS
PARKS & RECREATION
PLANNING
DISABILITY ACCESS OFFICE
LAND DEVELOPMENT SERVICES
POLICE DEPARTMENT
POLICE DEPARTMENT-GROUND TRANSPORTATION
PUBLIC INFORMATION OFFICE
PUBLIC UTILITIES
PUBLIC WORKS
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
PARKING DIVISION
REAL ESTATE (BILL TOUDOUZE)
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING & GENERAL SERVICES
SAN ANTONIO WATER SYSTEM (SAWS)

ITEM NO. 62

MEETING OF THE CITY COUNCIL DATE: NOV 12 1992

MOTION BY: Perez SECONDED BY: King

ORD. NO. 76888 ZONING CASE \_\_\_\_\_

RESOL. \_\_\_\_\_ PETITION \_\_\_\_\_

	ROLLCALL	AYE	NAY
ROGER PEREZ DISTRICT 1		✓	
FRANK PIERCE DISTRICT 2		✓	
LYNDA BILLA BURKE DISTRICT 3		✓	
FRANK D. WING DISTRICT 4		✓	
JUAN F. SOLIS III DISTRICT 5		✓	
HELEN AYALA DISTRICT 6		✓	
YOLANDA VERA DISTRICT 7		✓	
BILL THORNTON DISTRICT 8		✓	
WEIR LABATT DISTRICT 9		✓	
LYLE LARSON DISTRICT 10		✓	
NELSON WOLFF MAYOR		✓	

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titled 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 \_\_\_\_\_

\_\_\_\_\_ 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.

VAN DELDEN COMPANY  
(Name of Bidder)

ATTEST:

B. H. Satterwhite

By: Ed Van Delden  
(Signature)

president  
(Title)

829 Nogalitos St. SA. TX  
(Address) 78204

Amount of Base Bid (Insert Amount in Words and Numbers): Eighty five thousand three hundred eighty seven dollars  
( \$ 85387.00 )

Alternates (if applicable):

(1) \_\_\_\_\_

(3) \_\_\_\_\_

(2) \_\_\_\_\_

(4) \_\_\_\_\_

Please return bidders check to TED VAN DELDEN  
(Name)

Tel. No. 512-225-6561 829 Nogalitos St.  
(Address)

Date: 10-28-92 San Antonio, TX 78204  
(Address)

# LIST OF SUBCONTRACTORS OR PROPOSED SUBCONTRACTING AREAS

The Bidder/Contractor, VAN DELDEN COMPANY, as part of the procedure for the submission of bids on a project known as SAN ANTONIO MILAM - PHASE I KIOSK submits the following list of subcontractors or proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project:

TRADE AREA	NAME OF COMPANY PERFORMING WORK	MINORITY GROUP	% OF TOTAL PROJECT	DOLLAR AMOUNT
1. General Requirements	<i>Van Delden Co.</i>			<i>10133.</i>
2. Site Work	<i>Van Delden Co</i>			<i>18900.</i>
3. Concrete	<i>Van Delden Constr Co.</i>			<i>25800.</i>
4. Masonry	<i>- 0 -</i>			<i>- 0 -</i>
5. Metals	<i>Van Delden Constr Co</i>			<i>550.</i>
6. Carpentry	<i>Van Delden Constr Co</i>			<i>7000.</i>
7. Thermal & Moisture Protection	<i>Van Delden Constr Co</i>			<i>9300.</i>
8. Doors, Windows	<i>- 0 -</i>			<i>- 0 -</i>
9. Finishes	<i>Van Delden Constr Co</i>			<i>3000.</i>
10. Specialties	<i>- 0 -</i>			<i>- 0 -</i>
11. Equipment	<i>- 0 -</i>			<i>- 0 -</i>
12. Furnishing	<i>- 0 -</i>			<i>- 0 -</i>
13. Special Construction	<i>Van Delden Constr Co</i>			<i>6600.</i>
14. Conveying Systems	<i>- 0 -</i>			<i>- 0 -</i>
15. Mechanical	<i>- 0 -</i>			<i>- 0 -</i>
16. Electrical	<i>Van Delden Constr Co.</i>			<i>4104.</i>

TOTAL AMOUNT BASE BID

100%

85387.00

All minority/women-owned business subcontractors must submit a SMBA form 100 through the Prime Contractor. It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the City's Director of Public Works and Director of Economic and Employment Development (through the submittal of SMBA Form 102, Request for Approval of Change to Original Certified List of Subcontractors).

### Certification Affidavit

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

NAME & TITLE OF SIGNER TED VAN DELDEN, Pres.

Signature: Ted Van Delden Date: 10-28-92

92 DEC 15 10 30 AM '92

CITY OF SAN ANTONIO  
DEPARTMENT OF PUBLIC WORKS 92 DEC 15 PM 3:47

WORK PROJECT AUTHORIZATION

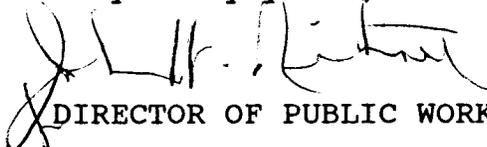
MILAM PARK REDEVELOPMENT - PHASE I (KIOSK)

DATE December 11, 1992

TO: Van Delden Company  
6243 IH 10 West, Suite 290  
San Antonio, Texas 78201

- I. You are hereby notified that you are to begin work on the project as described herein within seven (7) days from the date of this letter in accordance with Section 20, "Time to Begin and Complete Work", of your contract with the City of San Antonio dated December 11, 1992 in the amount of \$85,378.00.
- II. Please notify Don Inman, Superintendent of Planning of the date on which you plan to commence work.
- III. Your attention is called to the fact that you have a period of 75 working days within which to complete this project as specified in the aforementioned Section of your contract.
- IV. Your contract, properly executed by officials of the City of San Antonio, is attached for your files.

Very truly yours,

  
DIRECTOR OF PUBLIC WORKS

cc: Contract file  
City Clerk  
Controller  
Parks & Rec Department  
Engineer/Architect  
Engineering Division  
Surety  
Affirmative Action  
DEED, SMBA  
Wage and Hour Office  
Risk Management

ORD.#76888 DATE: Nov. 12, 1992  
FUND & PROJECT : 26-052028

**THE CITY OF SAN ANTONIO**

**WORKING DAY**

**CONTRACT**  
*(Standard Form)*

THIS AGREEMENT made the 12th day of November

in the year Nineteen Hundred and Ninety Two by and between

Van Delden Company 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:

MILAM PARK REDEVELOPMENT - PHASE I (KIOSK)

Prepared by \_\_\_\_\_ 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 Seventy Five Working Days ( 75 ) Work Days. For each Working Day that any Work is not completed after the expiration of Working Days stated above, plus any Extended Working 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	\$350.00
\$ 750,001 to \$1,000,000	\$300.00
\$ 500,001 to \$ 750,000	\$250.00
\$ 250,001 to \$ 500,000	\$200.00
\$ 100,001 to \$ 250,000	\$150.00
\$ 50,001 to \$ 100,000	\$100.00
\$ 0 to \$ 50,000	\$ 50.00

**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: Concrete, Re-Bar, Wood, Paint, Electrical Items, and  
Roofing Materials. Dollars, (\$ 13,921.00 )  
Services: Supervision, site Work, Concrete Work, Carpentry, Painting,  
Electrical, Roofing, Assembly of Kiosk. Dollars, (\$ 71,466.00 )  
Total: Eighty Five Thousand, Three Hundred Eighty Seven and  
no/100- - - - - Dollars, (\$ 85,387.00 )

**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 Working Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Agenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment and Performance 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.



ATTEST:

*[Handwritten signature]*

City Clerk

CITY OF SAN ANTONIO

By: *[Handwritten signature]*  
City Manager

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)

VAN DELDEN COMPANY

Contractor

ATTEST:

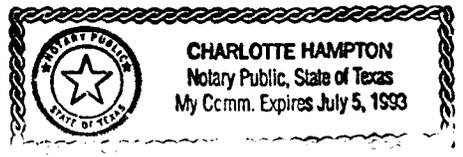
Charlotte Hampton  
Secretary

By: Ted Van Delden  
president  
Title

STATE OF TEXAS }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 30 day of November, 1992  
by Ted Van Delden, President of  
Van Delden Co, a Texas Corporation,  
on behalf of said Corporation.

S E A L



Charlotte Hampton  
NOTARY PUBLIC in and for the State of  
TEXAS

Charlotte Hampton  
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 7-5-93