

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
PUBLIC WORKS DEPARTMENT**

**TO:** Mayor and City Council

AGENDA ITEM NO. 18

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

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** Melissa Byrne Vossmer; Andrew Martin; Louis A. Lendman; Milo D. Nitschke;  
File

**SUBJECT:** 2002 Flood Infrastructure Damage Repairs Package 2

**DATE:** April 3, 2003

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts the low qualified responsive bid and awards a construction contract in the amount of \$163,500.00 payable to Margo's Enterprises, Inc., a MBE firm, and authorizes \$729.00 for advertising expenses, for an overall total of \$164,229.00, in connection with the 2002 Flood Infrastructure Damage Repairs Project located in various council districts. Of the \$164,229.00, \$41,057.25 will be funded from the Storm Water Operating Fund Balance and \$123,171.75 will be reimbursed by the Federal Emergency Management Agency (FEMA). The Storm Water Operating Fund Balance will be reimbursed through the proceeds of the Storm Water Revenue Bonds as part of the 2003 Storm Water Revenue Bond Program.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

The July 2002 storm event caused significant damage to the City's public infrastructure citywide to include streets, drainage facilities (concrete and earthen), bridge structures and traffic signals. Ordinance 96524 authorized by City Council on October 10, 2002, accepted reimbursement from the Federal Management Agency (FEMA) for cost incurred as a result of damages sustained to the City's infrastructure during the flood.

Immediately following the July flood, the Director of Public Works and other City officials toured damaged areas of the City. Numerous community meetings were held to discuss the flooding with residents. During these meetings, detailed engineering analysis was provided on the condition of the existing drainage infrastructure. The Director of Public Works discussed with the citizens the need to partner with numerous agencies in both the short term and long term to help fund drainage improvements. One of these "partnering" agencies is FEMA. The grant to repair damage caused by the federally declared July flood disaster is based on a 75% - 25% cost share. While this grant is not intended to improve the drainage infrastructure, it will help offset the cost of bringing the channels and bridge structures back to a "pre-flood" condition. Per conditions of the Federal Emergency Management Agency Public Assistance Program, all

permanent work (repairs to existing infrastructure) must be completed within 18 months of the event. The FEMA deadline for completing the outstanding drainage infrastructure repairs and thus obtaining cost reimbursement for those repairs is January 2004.

Fifty-Six Public Works project worksheets at 111 sites were approved for FEMA reimbursement. (Due to size and close proximity to each other, some sites were combined into one "project worksheet".) All street and traffic projects, (33 project worksheets/35 sites), were completed by city forces immediately after the flood. The remaining 23 FEMA project worksheets (76 sites) were associated with the drainage infrastructure. Repairs to the infrastructure were selected by Public Works to be managed in two ways; city forces and contractual work. The determining factors when selecting who would make repairs to the drainage infrastructure took into account availability of required equipment and crews and impact to planned maintenance schedules.

City crews have been working since the July flood to make repairs to 44 locations. Thirty-two sites, (4 project worksheets), of the remaining work were identified for repair by contractual forces.

The contractual repairs will be awarded in three separate construction packages based upon the classification of the repair work.

This item awards the construction contract for package 2 which consists of repairs to drainage channels involving removal/replacement of concrete on the channel slopes and floors, and repair/replace sections of channels and damaged retaining walls. It will include work for fourteen (14) projects for repairs to drainage channels. Types of work to be performed at these locations include: removal/replacement of concrete on the channel slopes and floors, removal of debris along the channel, replace/add backfill materials on channel slopes, remove and replace the concrete on the channel slopes, and reuse of the washed-up fill material. Attachment I includes the listing of the sites to be repaired. This project is scheduled to begin construction April 2003 and to be completed by August 2003.

The City's intent is to pursue the maximum level of reimbursement of the financial allocations associated with these activities from the Federal Emergency Management Agency (FEMA). It is anticipated that FEMA will reimburse the City for seventy-five percent (75%) of the cost of the project. Therefore, FEMA will contribute \$123,171.75 towards the cost of these repairs. As part of the implementation of FEMA funds, it is the City's responsibility to fund twenty-five percent (25%) of the cost of the project, which is \$41,057.25.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in December 2002. In addition, the bid announcement was made on TVSA, through the SBEDA office and Dodge Report. Plans were available for review by potential bidders in the Public Works Office.

Bids for this project were opened on January 22, 2003 with six (6) bidders responding. A matrix reflecting the outcome of the bid process is attached.

The Economic Development Department has reviewed and approved the List of Subcontractors submitted by Margo's Enterprises, Inc. Since the project is estimated to be less than \$200,000.00, a Good Faith Effort Plan is not required. The contract provides for 90 working days, or approximately five (5) months to complete the project. Margo's Enterprises, Inc. currently does not have any construction contracts with the City.

### **POLICY ANALYSIS**

Approval of this ordinance will be a continuation of City Council's commitment to facilitate recovery from infrastructure damages sustained as a result of a federally declared disaster. Additionally, this ordinance continues existing policy to leverage federal funds in supporting the city's commitment to maintaining existing infrastructure.

### **FISCAL IMPACT**

This is a one-time capital improvement expenditure in the amount of \$164,229.00 not included in the Capital Improvement Budget. Of the \$164,229.00, \$41,057.25 will be funded from the Storm Water Operating Fund Balance and \$123,171.75 will be reimbursed by the Federal Emergency Management Agency (FEMA). Any amounts not reimbursed by FEMA will be funded from the Storm Water Operating Fund. The Storm Water Operating Fund Balance will be reimbursed through the proceeds of the Storm Water Revenue Bonds as part of the 2003 Storm Water Revenue Bond Program.

\$163,500.00	payable to Margo's Enterprises, Inc., for construction expenses.
\$ 729.00	payable for advertising expenses

## COORDINATION

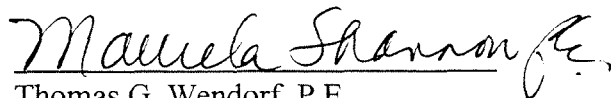
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, City Attorney's Office and the Federal Emergency Management Agency.

## SUPPLEMENTARY COMMENTS

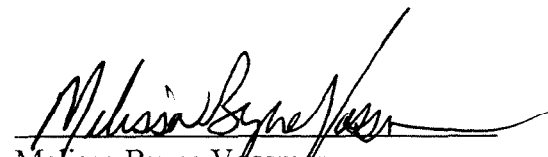
The construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required for this agreement.

## ATTACHMENTS

1. Matrix of Bid Process
2. Proposal
3. Contract
4. Attachment I
5. Small Business Economic Development Advocacy letter, dated 2/3/03


*fo*  


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



Melissa Byrne Vossmer  
Assistant City Manager

Approved:



Terry M. Brechtel  
City Manager

**Matrix of Bid Tabulation**  
**FEMA Damage Repair Package 2**

	<b>Contractor</b>	<b>Total Bid</b>
<b>1</b>	Margo's Enterprises, Inc.	\$163,500.00
<b>2</b>	Pronto Sandblasting	\$164,900.00
<b>3</b>	San Antonio Constructors	\$212,245.62
<b>4</b>	R.L. Jones	\$214,100.00
<b>5</b>	Shannon Monk	\$259,800.00
<b>6</b>	Yantis Company	\$340,000.00

PROPOSAL

TO

CITY OF SAN ANTONIO TEXAS

FOR THE CONSTRUCTION OF

FEMA Damage Repairs Package 2 - Stormwater Ops

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 Ninety (90) working days.

Accompanying this Proposal is a Bid Guaranty in the amount of Eight thousand  
One hundred Seventy Five Dollars (\$ 8,175<sup>00</sup> ) said amount being

5% per cent 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) 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 \_\_\_\_\_

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.

Margo's Enterprises, Inc  
(Name of Bidder)

By: Margo Peña 1/22/03  
(Signature) Date

ATTEST:

Pres.

(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): One Hundred  
Sixty three thousand, Five Hundred  
dollars \$ 163,500<sup>00</sup>

Alternates (if applicable):

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

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

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

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

Margos Ent. Inc  
Company's Name

210. 270. 6970  
Telephone No.

520 Bonham ST  
Address

210. 212. 7451  
Fax No.

San Antonio TX  
City & State

78205  
Zip Code

THE CITY OF SAN ANTONIO

WORKING DAY

CONTRACT  
(Standard Form)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Three (2003) by and between  
Margo's Enterprises, 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:

**FEMA DAMAGE REPAIRS PACKAGE 2 STORMWATER OPS**

Prepared by Public Works Department, 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) WORKING 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: \_\_\_\_\_ AND  
Dollars, (\$ \_\_\_\_\_)

Services: \_\_\_\_\_ AND  
Dollars, (\$ \_\_\_\_\_)

Total: ONE HUNDRED SIXTY THREE THOUSAND, FIVE HUNDRED AND  
00/100 Dollars (\$163,500.00)

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, 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)

MARGO'S ENTERPRISES, INC.

Contractor

ATTEST:

BY:

Margo Peña  
MARGO PENA

PRESIDENT

Title

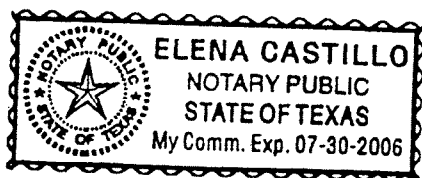
Secretary

STATE OF TEXAS )

COUNTY OF BEXAR )

This instrument was acknowledged before me on this the 23<sup>rd</sup> day of January, 2003  
by Margo Peña, President of Margo's Enterprises, Inc.  
a Texas Corporation on behalf of said Margo's Enterprises, Inc.

Elena Castillo  
NOTARY PUBLIC in and for the State of  
TEXAS



Elena Castillo  
NOTARY'S PRINTED SIGNATURE

7-30-2006  
MY COMMISSION EXPIRES:

ATTACHMENT I  
PACKAGE II DAMAGED INFRASTRUCTURE

**FEMA DAMAGE REPAIRS PACKAGE 2 - STORMWATER OPS**  
**2002 FLOOD INFRASTRUCTURE DAMAGE REPAIRS PACKAGE 2**

FEMA Estimated Cost - Approximately \$58,363.06

Name of Bidder	Total Bid
Margo's Enterprises	\$ 163,500.00

Project	DAMAGED FACILITY NAME	FEMA Est.	Margo's Ent.
1	Blue Ridge Channel from Culebra to Elmendorf Lake	\$ 1,610.60	\$ 3,500.00
2	Blue Ridge Channel from Culebra to Elmendorf Lake	\$ 2,633.40	\$ 6,400.00
3	Blue Ridge Channel from Culebra to Elmendorf Lake	\$ 2,299.00	\$ 5,700.00
4	Blue Ridge Channel from Culebra to Elmendorf Lake	\$ 2,206.87	\$ 5,700.00
5	Blue Ridge Channel from Culebra to Elmendorf Lake	\$ 1,771.70	\$ 4,900.00
6	Blue Ridge Channel from Culebra to Elmendorf Lake	\$ 4,263.19	\$ 9,700.00
7	Drainage Channel from Barbara Drive to McCullough Avenue	\$ 4,927.30	\$ 18,000.00
8	Drainage Channel from Barbara Drive to McCullough Avenue	\$ 1,097.40	\$ 4,900.00
9	Concrete Drainage Channel along Thames Street	\$ 5,255.00	\$ 20,500.00
10	Concrete Drainage Channel along Thames Street	\$ 2,247.80	\$ 7,400.00
11	Drainage Channel at Shadywood Lane and McCullough Avenue	\$ 3,752.30	\$ 11,400.00
12	Olmos Creek near 1411 Arroya Vista Drive	\$ 20,186.80	\$ 54,600.00
13	Concrete Drainage Channel at Independence Avenue and Judson Road	\$ 1,276.50	\$ 2,400.00
14	Concrete Drainage Channel at Vance Jackson and Mossrock Drive	\$ 4,835.20	\$ 8,400.00
GRAND TOTAL		\$ 58,363.06	\$ 163,500.00

RECEIVED

FEB 11 2003

City of San Antonio

Economic Development Department  
Interdepartmental Memorandum

CITY OF SAN ANTONIO  
PUBLIC WORKS, CAPITAL PROGRAMS

TO: William Krause, Capital Programs Manager, Public Works Department

FROM: Grace A. Luna, Economic Development Manager, E.D.D.

COPIES: Courtney McClure; File

SUBJECT: List of Subcontractors Submitted for the FEMA Damage Repairs Stormwater Ops Package 2

DATE: February 3, 2003

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We have reviewed the List of Subcontractors submitted for the FEMA Damage Repairs Package 2 – Stormwater Ops. Since the project is estimated to be under \$200,000 a Good Faith Effort Plan is not required. The Prime Contractor is a certified S/M/W/DBE, but is still encouraged to solicit M/W/AABE's for contracting opportunities. If you have any questions, please call me at ext. 73910 or Courtney McClure at ext. 73913.



Grace A. Luna  
Economic Development Manager  
Small Business Outreach Division

GL/CM: cm