

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

AGENDA ITEM NO. 17

TO: Mayor and City Council

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 1

DATE: April 3, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified responsive bid and awards a construction contract in the amount of \$217,013.00 payable to Pronto Sandblasting and Coating and Oil-Field Services Company Incorporated, a MBE firm, and authorizes \$703.00 for advertising expenses, for an overall total of \$217,716.00, in connection with the 2002 Flood Infrastructure Damage Repairs Project located in various council districts. Of the overall total, \$54,429.00 will be funded from the Storm Water Operating Fund Balance and \$163,287.00 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 1 which consists of repairs to physical structures such as bridges, low water crossings, and drainage box culverts. It will include work for twenty-two (22) projects for repairs to bridges, low water crossings, and other drainage structures. Types of work to be performed at these locations include: replace/add backfill materials on channel slopes, remove and replace the concrete on the channel slopes, repair certain section of the roadway, remove and replace sections of guardrails, and remove and replace chain link fences. 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 October 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 \$163,287.00 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 \$54,429.00.

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 five (5) 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 Pronto Sandblasting and Coating and Oil-Field Services Company Incorporated. This company will be doing all required work with in house forces and in coordination with SBEDA they are not required to submit a Good Faith Effort Plan because they are a 100% minority business. The contract provides for 120 working days, or approximately six (6) months to complete the project. Pronto Sandblasting and Coating and Oil-Field Services Company Incorporated 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 \$217,716.00 not included in the Capital Improvement Budget. Of this amount, \$54,429.00 will be funded from the Storm Water Operating Fund Balance and \$163,287.00 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.

\$217,013.00	payable to Pronto Sandblasting and Coating and Oil-Field Services Company Incorporated, for construction expenses.
\$ 703.00	payable for advertising expenses

COORDINATION

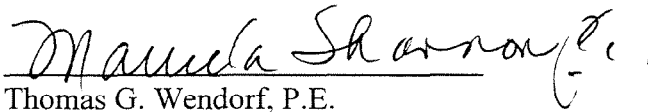
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, City Attorney's Office and the Federal Emergency Management Agency.

SUPPLEMENTARY COMMENTS

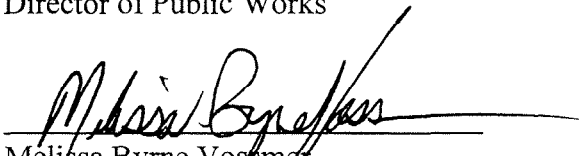
The construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required for this agreement.

ATTACHMENTS

1. Matrix of Bid Process
2. Proposal
3. Contract
4. Attachment I

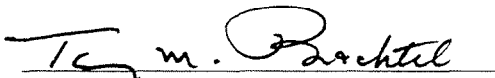


Thomas G. Wendorf, P.E.
Director of Public Works



Melissa Byrne Vossmer
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

ATTACHMENT I
Matrix of Bid Tabulation
FEMA Damage Repair Package 1

	Contractor	Total Bid
1	Pronto Sandblasting and Coating and Oil-Field Services Company Incorporated	\$217,013.00
2	R.L. Jones, L.P.	\$250,000.00
3	San Antonio Constructors, Ltd.	\$258,292.59
4	Shannon Monk	\$319,900.00
5	Yantis Company	\$338,000.00

TO

FOR THE CONSTRUCTION OF

IN SAN ANTONIO, TEXAS

Form 9-12 (Rev. Feb. 70)

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.

PRONTO SMOGLASTINE & CO.

ATTEST:

[Signature]

By:

[Signature]

(Signature)

Jan 24, 0

Date

President

(Title)

Amount of Base Bid (Insert Amount in Words and Numbers):

Two hundred
seventeen Thousand thirteen

\$ 217, 013

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

PRONTO SMOGLASTINE

Company's Name

9456 S Preston

Address

SA, TX 7

City & State

633-2039

Telephone No.

633-0135

Fax No.

70223

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
Pronto Sandblasting and Coating and Oil-Field Services Company Incorporated 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

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 ONE HUNDRED TWENTY (120) 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

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 AND COATING AND OIL FIELD
SERVICES COMPANY INCORPORATED**

Contractor

ATTEST:

BY:

GEORGE G. GARCIA

Secretary

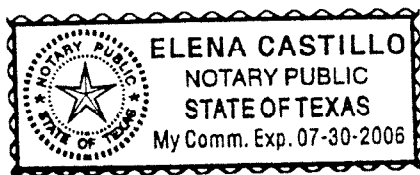
PRESIDENT

Title

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 4th day of March, 2003
by George G. Garcia President of Pronto Sandblasting and Coating and Oil Field Services Company Incorporated on behalf of said Legal Corporation



Elena Castillo
NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo
NOTARY'S PRINTED SIGNATURE

7-30-2006
MY COMMISSION EXPIRES:

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: **TWO HUNDRED SEVENTEEN THOUSAND, THIRTEEN** **AND**
00/100 Dollars (**\$217,013.00**)

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

ATTACHMENT I
PACKAGE I DAMAGED INFRASTRUCTURE

**FEMA DAMAGE REPAIRS - CAPITAL PROGRAMS PACKAGE
2002 FLOOD INFRASTRUCTURE DAMAGE REPAIRS PACKAGE 1**

FEMA Estimated Cost - \$112,048.10

Name of Bidder	Total Bid
Pronto Sandblasting	\$ 217,013.00

SITE NO.	DAMAGED FACILITY NAME	FEMA Est.	Pronto
1	Drainage Channel at Avenue A and 4th Street	\$ 344.40	\$ 4,970.00
2	San Pedro Creek at Nogalitos Street	\$ 900.00	\$ 3,470.00
3	San Pedro Creek at West Cevallos Street	\$ 4,152.04	\$ 9,700.00
4	San Pedro Creek at East Commerce Street	\$ 139.65	\$ 1,900.00
5	Alazan Creek at Dolorosa Street	\$ 1,109.70	\$ 3,470.00
6	San Pedro Creek at West Travis Street	\$ 110.39	\$ 2,470.00
7	Drainage Channel at Huebner Road and Valley Green Road	\$ 2,956.69	\$ 9,977.00
8	Bridge Structure at 2032 El Monte Road	\$ 314.35	\$ 2,470.00
9	Guard Rail along Drainage Channel at Ingram Road	\$ 1,085.50	\$ 3,470.00
10	Alazan Creek at Lombrano Street	\$ 331.65	\$ 2,770.00
11	Bridge Structure near 5039 West Avenue	\$ 205.20	\$ 1,790.00
12	Area along Box Culvert at Renner Drive	\$ 3,760.65	\$ 4,430.00
13	Martinez Creek at Dalehurst Drive	\$ 277.80	\$ 1,977.00
14	Wonder Parkway along Concrete Drainage Channel	\$ 683.70	\$ 3,470.00
15	Camp Street at San Pedro Creek	\$ 1,717.09	\$ 9,797.00
16	San Antonio River at 9th Street	\$ 8.85	\$ 1,950.00
17	Bridge Structure at Salado Creek and Wetmore Road	\$ 63,074.60	\$ 82,328.00
18	Bridge Structure at Old O'Connor Road	\$ 5,291.70	\$ 13,480.00
19	Drainage Channel at Sumner Between Fremont and Grantham Road	\$ 155.85	\$ 2,960.00
20	Chain Link Fence along Six Mile Creek at Flores Street	\$ 10,660.94	\$ 23,700.00
21	Bridge Structure at Leon Creek between Culebra Road and I-410	\$ 14,369.40	\$ 24,714.00
22	Marymount Park	\$ 397.95	\$ 1,750.00
TOTAL COST		\$ 112,048.10	\$ 217,013.00