

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

**CONSENT AGENDA
ITEM NO. 13**

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: Hillside Acres Drainage Outfall Phase II

DATE: April 17, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified responsive bid and awards a construction contract in the amount of \$250,583.74 payable to AJ Commercial Services, Inc. d/b/a A.S.C. Paving, a non-MBE firm, and authorizes \$27,163.00 for construction contingency expenses, \$5,000.00 for engineering contingency, \$122.00 for advertising expenses, and \$17,066.00 for expense recovery, for an overall total of \$299,934.74 in connection with the Hillside Acres Drainage Outfall Phase II, an authorized Community Development Block Grant (CDBG) project, located in Council District 4. Of the \$299,934.74, \$270,984.83 will be funded from CDBG funds and \$28,949.91 will be funded by San Antonio Water System (SAWS) for sewer and water work.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This is the second phase of the Hillside Acres Drainage Outfall that continues the underground drainage constructed by Hillside Acres Drainage Phase I. The Hillside Acres Drainage Outfall Phase I project constructed a detention pond near Godeck and underground storm drainage from Hayden Drive north to Galivan. The Hillside Acres Drainage Outfall Phase I will be completed by April 2003. Hillside Acres Drainage Outfall Phase II will continue with the storm drainage from Galivan to Farr. It will also reconstruct intersecting streets as necessary. This project is scheduled to begin construction May 2003 and be completed by September 2003.

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 also available for review by potential bidders in the Public Works Office.

Bids for this project were opened on January 29, 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 and the Good Faith Effort Plan submitted by AJ Commercial Services, Inc. d/b/a/ A.S.C. Paving. The contractor has committed to subcontract \$55,000.00 (21%) to MBE firms. The contract provides for 70 working days or approximately four (4) months, to complete the project. AJ Commercial Services, Inc. d/b/a A.S.C. Paving does not have any construction contracts with the City of San Antonio. Although, A.S.C. Paving has done maintenance projects in the past, they have never engaged in construction work. Because the City does not have record of their ability, an Administrative Hearing was held on February 13, 2003 with a representative from AJ Commercial Services, Inc. d/b/a/ A.S.C. Paving. Based on the information discussed at the Administrative Hearing, staff recommends awarding this construction contract to AJ Commercial Service, Inc. d/b/a/ A.S.C. Paving.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved Community Development Block Grant (CDBG) funded Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the current Capital Improvement Program Budget. Funds in the amount of \$270,984.83 are available from Community Development Block Grant (CDBG) and \$28,949.91 will be funded from SAWS for sewer and water work, for an overall total of \$299,934.74 to be authorized payable as follows:

\$250,583.74	payable to AJ Commercial Services, Inc. d/b/a A.S.C. Paving, for construction expenses
\$ 27,163.00	payable for construction contingency
\$ 5,000.00	payable for engineering contingency
\$ 122.00	payable for advertising expenses
\$ 17,066.00	payable for expense recovery

COORDINATION

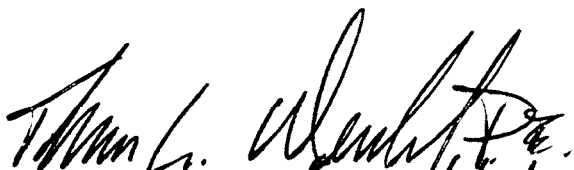
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, and the Housing and Community Development Department.

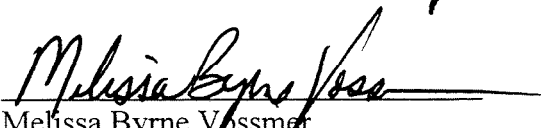
SUPPLEMENTARY COMMENTS

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


ATTACHMENTS

1. Matrix of Bid Process
2. Project Map
3. Proposal
4. Economic Development memo dated March 11, 2003
5. Contract


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
Hillside Acres Drainage Outfall Phase II

Contractor	Base Bid	SAWS Water Bid	SAWS Sewer Bid	Grand Total
AJ Commercial Services, Inc., DBA ASC Paving	\$221,633.83	\$15,899.91	\$13,050.00	\$250,583.74
Pronto Sandblasting & Coatings	\$253,709.07	\$18,911.00	\$13,727.23	\$286,347.30
KGME, Inc.	\$252,933.77	\$26,055.85	\$17,876.43	\$296,866.05
E-Z Bel Construction, LTD.	\$284,728.27	\$24,775.43	\$17,496.30	\$327,000.00
Pipelayers, Inc.	\$385,898.24	\$53,653.00	\$34,913.58	\$474,464.82

HILLSIDE ACRES DRAINAGE OUTFALL- PH. II



PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
HILLSIDE ACRES DRAINAGE OUTFALL PHASE II
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 SEVENTY (70)
~~SEVENTY~~
working days.

Accompanying this Proposal is a Bid Guaranty in the amount of Twelve Thousand Five
Hundred Twenty Nine & 19/100 Dollars (\$ 12529.18) 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.

Mark Jackson

(Name of Bidder)

By: Mark Jackson 1/29/03

(Signature)

Date

ATTEST:

Melissa Renee Jorgensen

Project Manager

(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): Two Hundred Twenty one Thousand Six Hundred Thirty Three Dollars and Eighty Three Cents
\$ 221,633.83

Alternates (if applicable):

(1) Sewer - Thirteen Thousand Fifty Dollars \$ 13050.00

(2) Water - Fifteen Thousand Eight Hundred \$ 15899.91

Twenty Nine Dollars & 91/100

Grand Total: \$250583.74

AT Commercial Services Inc. dba ASC

Company's Name

Paving

490-9935

Telephone No.

409 Stahl Rd #109

Address

650-4647

Fax No.

San Antonio Tx

City & State

78217

Zip Code

City of San Antonio

Economic Development Department
Interdepartmental Memorandum

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

FROM: Anita Uribe Martin, Economic Development Manager, E.D.D.

COPIES: Courtney McClure; File


SUBJECT: List of Subcontractors Submitted for Hillside Acres Drainage Outfall, Phase II

DATE: March 11, 2003

We have reviewed the Good Faith Effort Plan and List of subcontractors for the Hillside Acres Drainage Outfall, Phase II. The apparent low bidder, with the total bid of \$250,583 has submitted the following goals.

<u>FIRM</u>	<u>CERTIFIED</u>	<u>MBE</u>	<u>WBE</u>	<u>AABE%</u>	<u>GFEP</u>
A. J.	NO	21%	0%	0%	Approved
Commercial		or \$55,000			

The Good Faith Effort Plan was approved due to the increased MBE participation. We would like to thank A.J. Commercial for their efforts and encourage them to continue providing opportunities for certified M/W/AABE's. If you have any questions, please call me at 207-3912 or Courtney McClure at 207-3913.


Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AM/CM: cm

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 AJ Commercial Services, Inc. d/b/a A.S.C. Paving 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:

HILLSIDE ACRES DRAINAGE OUTFALL PHASE II

Prepared by S.M. Galindo Engineers, 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 SEVENTY (70) 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: **TWO HUNDRED FIFTY THOUSAND, FIVE HUNDRED EIGHTY THREE** AND
74/100 Dollars (**\$250,583.74**)

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)

AJ COMMERCIAL SERVICES, INC. d/b/a

A.S.C. PAVING

Contractor

ATTEST:

BY:

Greg Alexander

GREG ALEXANDER

Secretary

PRESIDENT

Title

STATE OF TEXAS)

COUNTY OF BEXAR)

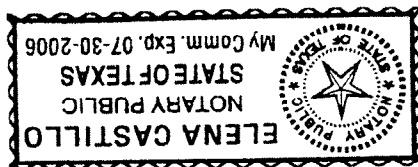
This instrument was acknowledged before me on this the 27th day of March 2003
by Greg Alexander President of AJ Commercial Services, Inc.
d/b/a A.S.C. Paving on behalf of said Company

Elena Castillo

NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo

NOTARY'S PRINTED SIGNATURE



7-30-2006
MY COMMISSION EXPIRES: