

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

CONSENT AGENDA

ITEM NO. 4

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: Monticello from S. Gevers to Hillje

DATE: April 17, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified responsive bid and awards a construction contract in the amount of \$189,207.05 payable to San Antonio Constructors, Ltd., a non-MBE firm, and authorizes \$11,631.00 for construction contingency expenses, \$900.00 for construction engineering expenses, payable to Jaster-Quintanilla San Antonio, LLP, for an overall total of \$201,738.05 in connection with the Monticello from S. Gevers to Hillje project, an authorized 1999 General Obligation Street Improvement Bond project, located in Council District 3. Of the \$201,738.05, \$124,000.00 will be funded from 1999 General Obligation Street Improvement Bond funds, \$4,849.74 will be funded from 2002 Certificates of Obligation and \$72,888.31 will be funded by San Antonio Water System (SAWS) for water work.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Monticello from S. Gevers to Hillje project provides for a 30 foot wide, two (2) lane street section with necessary drainage. The project will reconstruct Monticello from S. Gevers to Hillje and includes four (4) foot sidewalks, curbs and driveway approaches.

While this project was originally identified as a 1999 General Obligation Street Improvement Bond Project, project costs have increased due to inflation. Therefore, it is necessary to use resources from Certificates of Obligation to support the increase.

This ordinance provides for additional compensation to Jaster-Quintanilla San Antonio, LLP for professional engineering services related with the construction contract administration of this project. This professional service contract was originally approved by City Ordinance No.92425 on August 31, 2000 and initially authorized \$29,965.00 for the original scope of services related to this project. This Council action will increase the total, to date, authorized for this professional service contract to \$30,865.00. This project is scheduled to begin construction May 2003 and be completed by August 2003.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in January 2003. 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 March 5, 2003 with six (6) bidders responding. A matrix reflecting the outcome of the bid process is attached.

The Economic Development Department has reviewed the Good Faith Effort Plan and List of Subcontractors submitted for this project and determined that since the total bid amount is under \$200,000 a Good Faith Effort plan is not required. The contract provides for 50 working days or approximately three (3) months, to complete the project. San Antonio Constructors, Ltd. currently has 8 (eight) construction contracts with the City of San Antonio in the total amount of \$7,501,663.15. A list of these projects is attached.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 1999 General Obligation Street Improvement Bond 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 \$124,000.00 are available from 1999 General Obligation Street Improvement Bonds, \$4,849.74 are available from 2002 Certificates of Obligation, and \$72,888.31 will be funded from SAWS for sewer and water work, for an overall total of \$201,738.05 to be authorized payable as follows:

\$189,207.05	payable to San Antonio Constructors, Ltd., for construction expenses
\$ 11,631.00	payable for construction contingency
\$ 900.00	payable to Jaster-Quintanilla San Antonio, LLP, for engineering services

COORDINATION

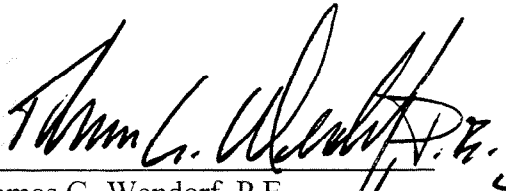
This request for ordinance has been coordinated with the Office of Management and Budget, and the Finance Department.

SUPPLEMENTARY COMMENTS

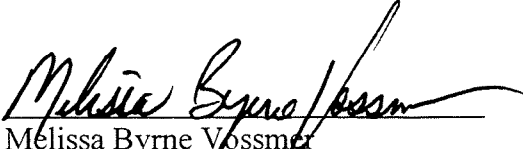
This construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required. However, because we are providing additional contingency to the professional service contract, a Discretionary Contracts Disclosure Form is required for Jaster-Quintanilla San Antonio, LLP.

ATTACHMENTS

1. Matrix of Bid Process
2. Project Map
3. Current Project List
4. Proposal
5. Discretionary Contracts Disclosure Form
6. Economic Development memo dated March 24, 2003
7. Contract


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

4/2/03


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

ATTACHMENT I
Matrix of Bid Tabulation
Monticello from S. Gevers to Hillje

	Contractor	Base Bid	SAWS Sewer Bid	SAWS Water Bid	Grand Total
1.	San Antonio Constructors, LTD	\$116,318.74	\$41,011.41	\$31,876.90	\$189,207.05
2.	KGME, Inc.	\$127,295.73	\$32,620.45	\$33,411.67	\$193,327.85
3.	E-Z Bel Construction, LTD.	\$131,409.60	\$30,646.34	\$31,382.97	\$193,438.91
4.	R. L. Jones, L.P.	\$127,392.10	\$40,686.00	\$36,482.50	\$204,560.60
5.	Pronto Sandblasting	\$145,219.50	\$54,603.00	\$42,885.00	\$242,707.50
6.	BC Burris	\$245,638.00	\$94,206.50	\$69,237.50	\$409,082.00

MONTICELLO - GEVERS TO HILLJE

SOUTHCROSS

GEVERS

I.H. 37

MONTICELLO

HILLJE

12

ATTACHMENT II
Current Project List
San Antonio Constructors, Ltd.

Council District	Project Name	Contract Amount
6	39 th Street #58M, Phase IIA	\$1,247,918.00
3	Baetz: Moursund to Pleasanton	216,178.64
1	Delgado-Navidad to Zarzamora	574,519.51
1	Flores/Breeden/Beacon Outfall, Phase II	1,283,888.00
6	Glider & Landing-Gunsmoke to Loop 410	1,272,494.00
4	Hillside Acres Drainage Outfall Phase I	557,252.00
3	Pleasanton Road-Gillette to Loop 410	1,779,908.00
5	St. Francis-Dowdy to Probandt	569,505.00
TOTAL		\$7,501,663.15

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
MONTICELLO, SOUTH GEVERS TO HILLJE
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 fifty (50) ~~calendar~~ working days.

Accompanying this Proposal is a Bid Guaranty in the amount of Five percent of bid amount Dollars (\$ 5% of bid) said amount being Five 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 Heath Management, LLC General Partner and Roy Q. Heath, Limited Partner

☐ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

San Antonio Constructors, Ltd.
Heath Management, LLC, General Partner
P.O. Box 682008
San Antonio, Tx 78268-2008

(Name of Bidder)

By:

(Signature)

Date

ATTEST:

Gracie Carter

PRESIDENT

(Title)

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

One hundred sixteen thousand, three hundred eighteen dollars and seventy four cents.

\$ 116,318.74

Alternates (if applicable):

water: + 31,876.90

sewer: + 41,011.41

(1)

(2)

Total Bid: \$ 189,207.05

San Antonio Constructors, Ltd.
Heath Management, LLC, General Partner
P.O. Box 682008
San Antonio, Tx 78268-2008

Company's Name

(210) 681-0211

Telephone No.

(210) 681-8880

Fax No.

Address

City & State

Zip Code

All addendums received & acknowledged: RQH

City of San Antonio
Discretionary Contracts Disclosure

For use of this form, see City of San Antonio Ethics Code, Part D, Section 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract;

Not Applicable

(2) the identity of any business entity¹ that would be a party to the discretionary contract and
Jaster-Quintanilla San Antonio, LLP
the name of:

(A) any individual or business entity that would be a subcontractor on the discretionary contract;

Not Applicable

(B) any individual or business entity that is known to be a partner, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

Not Applicable

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

Not Applicable

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

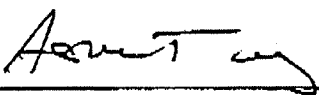
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to *any current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
John Clamp	\$100	2/21/03

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Not Applicable	
Signature: Agustin Téllez 	Date: March 17, 2003

City of San Antonio

Economic Development Department
Interdepartmental Memorandum

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

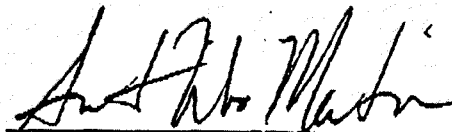
FROM: Anita Uribe Martin, Economic Development Manager, E.D.D.

COPIES: Courtney McClure; File

SUBJECT: List of Subcontractors Submitted for Monticello - S. Gevers to Hillje

DATE: March 24, 2003

We have reviewed the List of subcontractors submitted for the Monticello - S. Gevers to Hillje. Since the project is estimated to be under \$200,000 a Good Faith Effort Plan is not required. However, the Prime Contractor is still encouraged to solicit M/W/AABE's for possible contracting opportunities. If you have any questions, please call me at ext.73912 or Courtney McClure at ext. 73913.



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 San Antonio Constructors, Ltd. 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:

MONTICELLO FROM S. GEVERS TO HILLJE

Prepared by Jaster-Quintanilla San Antonio, LLP, 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 FIFTY (50) 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.

Amount of Contract

Liquidated Damages per Day

\$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 EIGHTY NINE THOUSAND, TWO HUNDRED SEVEN AND
05/100 Dollars (\$189,207.05)

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)

SAN ANTONIO CONSTRUCTORS, Ltd.

Contractor

ATTEST:

BY:

Roy Q. Heath

ROY Q. HEATH

Secretary

PRESIDENT

Title

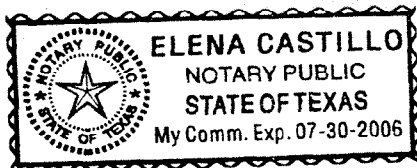
STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 7th day of March, 2003
by Roy Q. Heath, President of San Antonio Constructors, Ltd. a
Limited Partnership on behalf of said San Antonio Constructors, Ltd.

Elena Castillo
NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo
NOTARY'S PRINTED SIGNATURE



7-30-2006
MY COMMISSION EXPIRES: