

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

CONSENT AGENDA  
ITEM NO. 16

**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:** Fence Relocation 2003

**DATE:** May 1, 2003

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts the low bid in an amount not to exceed \$118,150.00 payable to S.A. Quality Fence Ltd., d/b/a Quality Fence & Welding, a non-MBE firm, in connection with the Fence Relocation 2003 Project; authorizing the negotiation and execution of an On-Call Fence Contract; authorizes \$1,181.50 for miscellaneous construction contingency expenses and \$691.00 for advertising expenses, for an overall total of \$120,022.50 from various funding sources of the City; appropriating funds; and providing for payment.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

The scope of this project consists of the relocation of identified fencing that needs to be removed due to utility requests. These relocations must be completed before the utilities can perform their work. This contract will cover a period of two (2) years and is based on estimated quantities for fence relocation projects. If the funds are exhausted before the two (2) years expire, a new contract will be generated. This project is scheduled to begin construction May 2003 and be completed by May 2005.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in February 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 19, 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 S.A. Quality Fence, Ltd., *d/b/a* Quality Fence & Welding. Since the project is under \$200,000.00 a Good Faith Effort Plan is not required. The contract provides for a period of two (2) years or approximately twenty-four (24) months, to complete the fence relocation requests within that time. S.A. Quality Fence, Ltd., *d/b/a* Quality Fence & Welding currently has 1 (one) contract with the City of San Antonio in the total amount of \$78,025.00. A list of this project is attached.

### **POLICY ANALYSIS**

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 1999 General Obligation Drainage Improvement Bond and 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 \$60,011.25 are available from 1999 General Obligation Drainage Improvement Bonds and \$60,011.25 are available from 1999 General Obligation Street Improvement Bonds, for an overall total of \$120,022.50 to be authorized payable as follows:

\$118,150.00	payable to S.A. Quality Fence, Ltd. <i>d/b/a</i> Quality Fence & Welding for construction expenses
\$ 1,181.50	payable for miscellaneous construction contingency
\$ 691.00	payable for advertising expenses

### **COORDINATION**

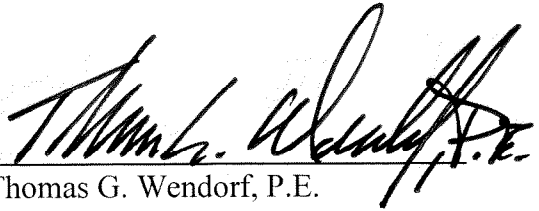
This request for ordinance has been coordinated with the Office of Management and Budget and the Finance Department.

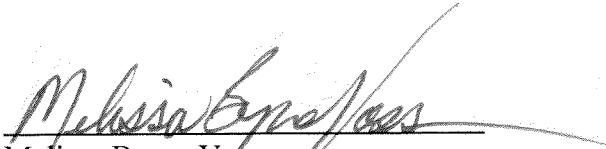
### SUPPLEMENTARY COMMENTS

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


### ATTACHMENTS

1. Matrix of Bid Process
2. Current Project List
3. Proposal
4. Economic Development Department letter, dated April 15, 2003
5. Contract

 4/18/03  
Thomas G. Wendorf, P.E.  
Director of Public Works

  
Melissa Byrne Vossmer  
Assistant City Manager

Approved:

  
for Terry M. Brechtel  
City Manager

**ATTACHMENT I**  
**Matrix of Bid Tabulation**  
**Fence Relocation 2003**

	<b>CONTRACTOR</b>	<b>TOTAL BID</b>
<b>1</b>	<b>S.A. Quality Fence, Ltd., d/b/a</b> <b>Quality Fence &amp; Welding</b>	<b>\$118,150.00</b>
<b>2</b>	Ortiz Construction	\$163,725.75
<b>3</b>	3TI, Inc.	\$190,500.00
<b>4</b>	Charlie & Company	\$219,410.00
<b>5</b>	D & C Fence Company, Inc.	\$426,538.00
<b>6</b>	Tom Page & Co., Inc.	\$491,450.00

**ATTACHMENT II**  
**Current Project List**  
**S.A. Quality Fence Ltd. d/b/a**  
**Quality Fence and Welding**

<b>Council District</b>	<b>Project Name</b>	<b>Contract Amount</b>
City-wide	Fence Relocation 2001	\$78,025.00
<b>TOTAL</b>		<b>\$78,025.00</b>

**PROPOSAL**  
**TO**  
**CITY OF SAN ANTONIO TEXAS**  
**FOR THE CONSTRUCTION OF**  
**FENCE RELOCATION CONTRACT - 2003**

**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 refer to page SC - 1, paragraphs 3, 4, and 5.

Accompanying this Proposal is a Bid Guaranty in the amount of Five thousand  
nine hundred seven & 50/100 Dollars (\$ 5,907.50 ) 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 \_\_\_\_\_, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

DBA S.A. Quality Fence LTD.  
Quality Fence & Welding  
(Name of Bidder)

By: [Signature] 3-19-03  
(Signature) Date  
President  
(Title)

ATTEST:

[Signature]

Amount of Base Bid (Insert Amount in Words and Numbers): one hundred eighteen thousand one hundred fifty dollars and 00/100 cents  
\$ 118,150.00

Alternates (if applicable):

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

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

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

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

Quality Fence & Welding

Company's Name

13115 Wetmore Rd.  
SAN Antonio, TX 78247

Address

210-545-6767

Telephone No.

210-490-9353

Fax No.

City & State

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.

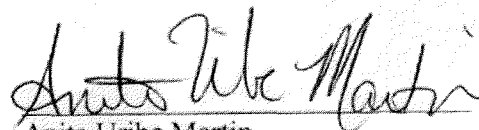
COPIES: Elena Castillo, Courtney McClure; File

SUBJECT: List of Subcontractors Submitted for the Fence Relocation Contract - 2003

DATE: April 15, 2003

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We have reviewed the Good Faith Effort Plan and List of subcontractors submitted for the Fence Relocation Contract - 2003. Since the Project is under \$200,000 a Good Faith Effort Plan is not required, but the Prime Contractor is still encouraged to solicit M/W/AABE's for contracting opportunities. If you have any questions, please call me at ext. 73901 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 S.A. Quality Fence, Ltd. d/b/a Quality Fence & Welding 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:

FENCE RELOCATION 2003

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 Refer to page SC - 1, paragraphs 3,4, and 5. 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)

**S.A. QUALITY FENCE Ltd. d/b/a**  
**QUALITY FENCE & WELDING**  
Contractor

ATTEST:

BY:

  
Craig A. Noto

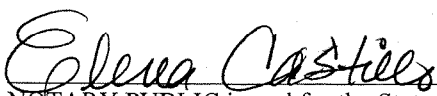
Secretary

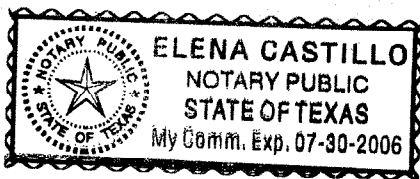
**PRESIDENT**  
Title

STATE OF TEXAS     )

COUNTY OF BEXAR     )

This instrument was acknowledged before me on this the 18<sup>th</sup> day of April 2003  
by Craig A. Noto President of SA. Quality Fence  
d/b/a Quality Fence & Welding on behalf of said Partnership

  
NOTARY PUBLIC in and for the State of  
TEXAS



  
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: **ONE HUNDRED EIGHTEEN THOUSAND, ONE HUNDRED FIFTY** **AND**  
**00/100** **Dollars (\$118,150.00)**

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