

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
ENVIRONMENTAL SERVICES DEPARTMENT**

CONSENT AGENDA
ITEM NO. 16

TO: Mayor and City Council

FROM: Daniel V. Cárdenas, Director of Environmental Services

THROUGH: Terry M. Brechtel, City Manager

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

SUBJECT: Pavement Replacement – Household Hazardous Waste Drop-off Center

DATE: May 15, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified responsive bid and awards a Texas Commission on Environmental Quality (TCEQ) grant funded construction contract in the amount of \$73,198.65 payable to San Antonio Constructors, Ltd., Heath Management, LLC, General Partner, and authorizes \$14,639.73 for construction contingency expenses, for an overall total of \$87,838.38 in connection with the Pavement Replacement project for the Household Hazardous Waste Drop-off Center.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The City of San Antonio Environmental Services Department is responsible for operating the Household Hazardous Waste Drop-off Center located at 7030 Culebra. This facility offers San Antonio residents a place to dispose of household hazardous waste such as used motor oil, antifreeze, old paint, batteries, pesticides, and other items that cannot be put in the trash or taken to a landfill. The facility is open weekly on Thursdays from 10:00 a.m. to 7:00 p.m., Fridays from 7:00 a.m. to 4:00 p.m., and the first Saturday of every month from 8:00 a.m. to 1:00 p.m.

The Pavement Replacement project for the Household Hazardous Waste facility includes removal of the existing asphalt from this 1 acre site; reshaping and compacting the subgrade to improve drainage; installation of concrete curbing adjacent to the oil containment tanks and drainage areas; and repaving with new asphalt. The project will be complete in August, 2003.

This construction project is funded through a grant from the Texas Commission on Environmental Quality (TCEQ) through the Alamo Area Council of Governments (AACOG). Ordinance No. 96229, passed and approved on August 22, 2002, authorized the Director of Environmental Services to accept TCEQ Regional Solid Waste pass-through grant funds, which are administered by AACOG.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in March 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 at the Municipal Plaza Building.

Bids for this project were opened on April 9, 2003 with three (3) bidders responding. A matrix reflecting the outcome of the bid process is attached. The low responsive bid was provided by San Antonio Constructors, Ltd.

The Economic Development Department has reviewed and approved the List of Subcontractors and the Assurance of Compliance submitted by San Antonio Constructors, Ltd. The contractor has committed to subcontract approximately \$19,000.00 to MBE firms. This contract provides for 28 working days or approximately one (1) month, to complete the project.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to apply for and accept state and federal grants to support environmental protection programming efforts.

FISCAL IMPACT

This is a one-time capital improvement expenditure. TCEQ Regional Solid Waste Pass-Through Grants funds in the amount of \$87,838.38 are authorized payable as follows:

\$ 73,198.65	payable to San Antonio Constructors, Ltd, for construction expenses
\$ 14,639.73	payable for miscellaneous construction contingency

COORDINATION

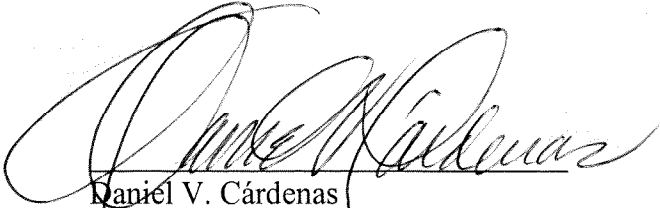
This request for ordinance has been coordinated with the City Attorney's Office, the Departments of Public Works and Economic Development, and the Office of Management and Budget.

SUPPLEMENTARY COMMENTS

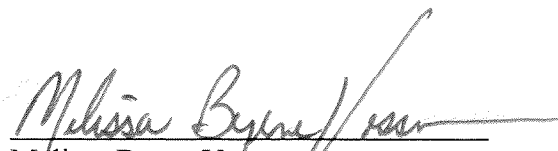
This construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required.

ATTACHMENTS

1. Matrix of Bid Process
2. Project Map
3. Proposal

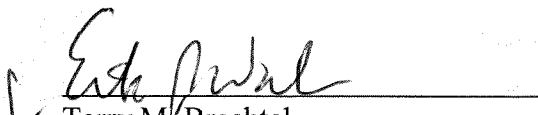


Daniel V. Cardenas
Director of Environmental Services



Melissa Byrne Vossmer
Assistant City Manager

Approved:

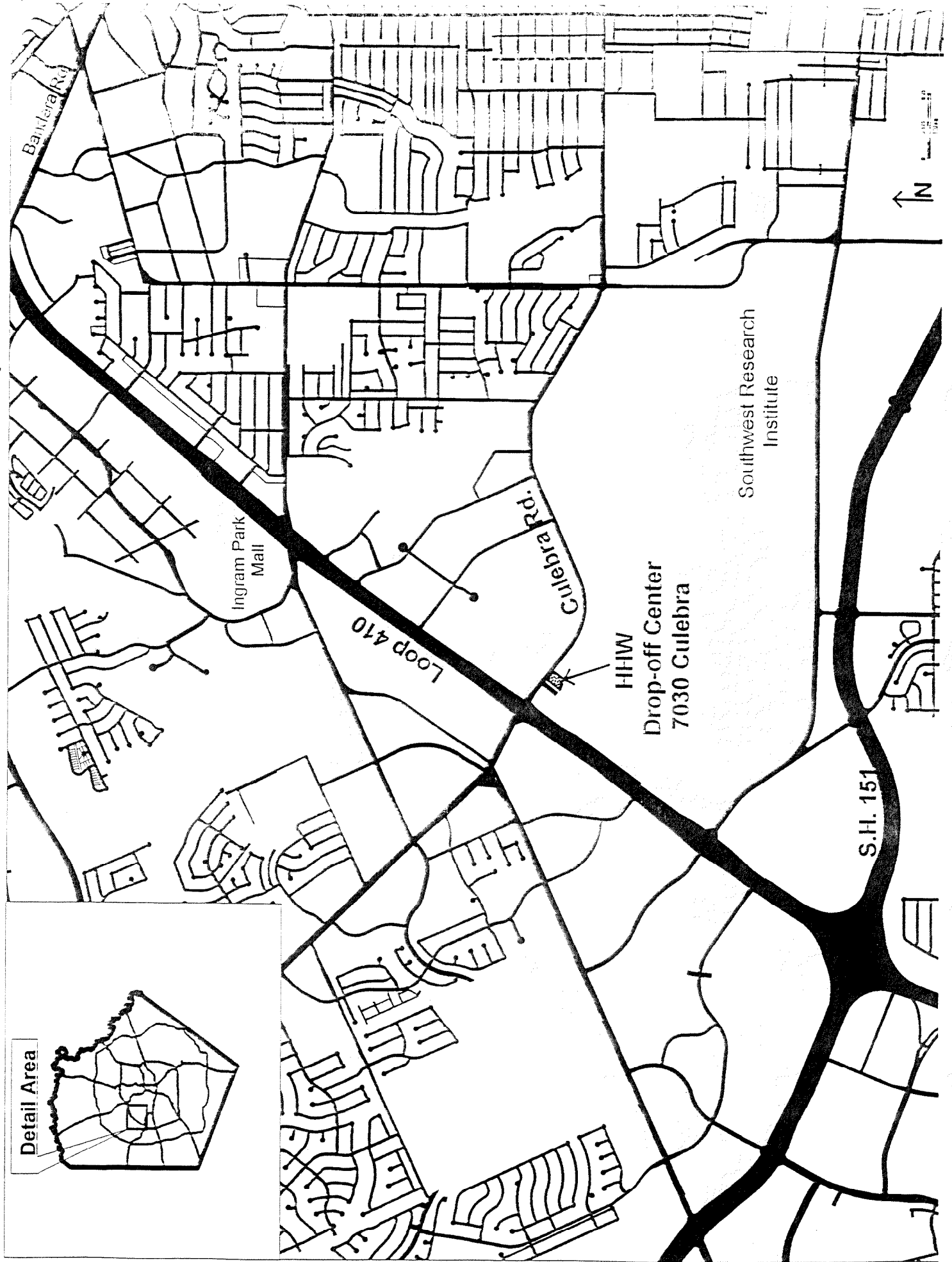


Terry M. Brechtel
City Manager

ATTACHMENT I
Matrix of Bid Tabulation
Pavement Replacement, Household Hazardous Waste Drop-off Center

	San Antonio Constructors, Ltd	ASC Paving	Eagle Construction & Env.
Base Bid	\$ 73,198.65	\$ 113,901.26	\$ 115,329.00

City of San Antonio Household Hazardous Waste Drop-off Center



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:

PAVEMENT REPLACEMENT HHW DROP OFF CENTER

Prepared by HES Engineered Solutions, 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 TWENTY EIGHT (28) 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)

SAN ANTONIO CONSTRUCTORS, Ltd.

Contractor

ATTEST:

BY:

ROY Q. HEATH

PRESIDENT

Title

Secretary

STATE OF TEXAS)

COUNTY OF BEXAR)

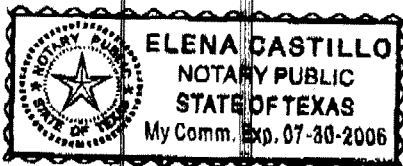
This instrument was acknowledged before me on this the 21st day of April, 2003
by Roy Q. Heath President of San Antonio Constructors, Ltd.
Wanda Gomez, LLC per partner on behalf of said San Antonio Constructors, Ltd.

Elena Castillo

NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo

NOTARY'S PRINTED SIGNATURE



7-30-2006
MY COMMISSION EXPIRES:

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: **SEVENTY THREE THOUSAND ONE HUNDRED NINETY EIGHT** AND
65/100 Dollars **(\$73,198.65)**

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

City of San Antonio

Economic Development Department
Interdepartmental Memorandum

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

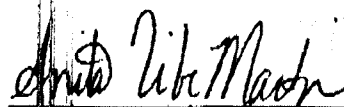
FROM: Anita Uribe Martin, Economic Development Manager, E.D.D.

COPIES: Elena Castillo, Courtney McClure; File

SUBJECT: List of Subcontractors Submitted for the Pavement Replacement HHW Drop- Off Center

DATE: April 28, 2003

We have reviewed the Good Faith Effort Plan and List of subcontractors submitted for the Replacement HHW Drop - Off Center. Since the Project is 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 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

AUM/cm

SA Constructors

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
PAVEMENT REPLACEMENT
NEW DROP OFF CENTER
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 Twenty Eight (28) ~~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 50% 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, LTD., 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]
ROY Q. HEATH (Signature)

April 9, 2003
Date

ATTEST:

[Signature]
PRESIDENT

(Title)

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

Seven Three
Thousand, one hundred ninety eight dollars
and sixty five cents \$ 73,198.65

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

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: RH

BID SHEET
PAVEMENT REPLACEMENT
HOUSEHOLD HAZARDOUS WASTE DROP-OFF CENTER

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words))	EXTENSION (Unit Price x Quantity In Figures)
100	1 Lump Sum	Mobilization for <u>Seven thousand, sixty two</u> Dollars and <u>seventy nine</u> Cents per Unit	7062.79 \$ <u>7,062.79</u> ✓
100.1	1 Lump Sum	Insurance and Bond for <u>One thousand, nine hundred twenty six</u> Dollars and <u>twenty one</u> Cents per Unit	1926.21 \$ <u>1,926.21</u> ✓
105	22 Cubic Yard	Channel Excavation for <u>Ten</u> Dollars and <u>no</u> Cents per Unit	220.00 \$ <u>220.00</u> ✓
200.6	105 Cubic Yard	Flexible Base (complete in place) for <u>Seventeen</u> Dollars and <u>no</u> Cents per Unit	17.00 \$ <u>1,785.00</u> ✓
202	366 Gallon	Prime Coat for <u>Two</u> Dollars and <u>fifty</u> Cents per Unit	2.50 \$ <u>915.00</u> ✓
203	183 Gallon	Tack Coat for <u>Two</u> Dollars and <u>fifty</u> Cents per Unit	2.50 \$ <u>457.50</u> ✓
205.3	3660 Square Yard	Hot Mix Asphaltic Pavement Type "D" for <u>Five</u> Dollars and <u>fifty</u> Cents per Unit	5.5 \$ <u>20,130.00</u> ✓

BID SHEET
PAVEMENT REPLACEMENT
HOUSEHOLD HAZARDOUS WASTE DROP-OFF CENTER

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words))	EXTENSION (Unit Price x Quantity In Figures)
208.2	262 Cubic Yard	Salvaging, Hauling, and Stockpiling Reclaimable Asphaltic Pavement (loose vehicle measurement) for <u>Fifteen</u> Dollars and <u>no</u> Cents per Unit	\$ <u>3,930.00</u> ✓
300.1	28 Cubic Yard	Concrete Class "A" for <u>Seven Hundred</u> Dollars and <u>no</u> Cents per Unit	\$ <u>19,600.00</u> ✓
301	3757 Pound	Reinforcing Steel for <u>no</u> Dollars and <u>forty five</u> Cents per Unit	\$ <u>1690.65</u> ✓
306	55 Cubic Yard	Structural Excavation for <u>Ten</u> Dollars and <u>no</u> Cents per Unit	\$ <u>550.00</u> ✓
410.2	6 Cubic Yard	Gravel Subgrade Filler for <u>Nineteen</u> Dollars and <u>no</u> Cents per Unit	\$ <u>114.00</u> ✓
501	464 Linear Foot	Machine Laid Curb for <u>Seven</u> Dollars and <u>no</u> Cents per Unit	\$ <u>3,248.00</u> ✓
505	100 Square Yard	Concrete Rip Rap (6 inches Thick) for <u>forty five</u> Dollars and <u>no</u> Cents per Unit	\$ <u>4,500.00</u> ✓
515	15 Cubic Yard	Topsoil for <u>fourteen</u> Dollars and <u>fifty</u> Cents per Unit	\$ <u>217.50</u> ✓

RH

BID SHEET
PAVEMENT REPLACEMENT
HOUSEHOLD HAZARDOUS WASTE DROP-OFF CENTER

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION (Unit Price x Quantity in Figures)
516.1	133 Square Yard	Bermuda Sodding for <u>four</u> Dollars and <u>no</u> Cents per Unit	\$ <u>532.00</u> ✓
542	50 Linear Foot	Temporary Sediment Control Fence for <u>three</u> Dollars and <u>no</u> Cents per Unit	\$ <u>150.00</u> ✓
801	6 Each.	Bollards for <u>One Hundred ninety five</u> Dollars and <u>no</u> Cents per Unit	\$ <u>1170.00</u> ✓
802	1 L.S.	Tank Drains for <u>Five Thousand</u> Dollars and <u>no</u> Cents per Unit	\$ <u>5000.00</u> ✓

TOTAL BASE BID

\$ 73,198.65 ✓


LIST OF SUBCONTRACTORS

The Proposer, San Antonio Const Ltd., as part of the procedure for the submission of proposals on a project known as PAVEMENT REPLACEMENT HHW DROP OFF submits the following list of subcontractors or proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF COMPANY & TRADE	CITY M/AA/WBE CERTIFICATION NUMBER	DOLLAR AMOUNT
<u>Leonard Bankhead Fire Svc</u>	<u>202020036</u>	<u>\$ 2,100.00</u>
<u>Rodriguez & Son Trucking</u>	<u>202040964</u>	<u>16,243.00</u>
<u>Truquay Inc. - Erosion Control</u>	<u>27030005</u>	<u>879.00</u>

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all minority/women contractors for participation on project. If none, explain (exclude successful firms listed above). Use additional sheets if necessary. The contractor is expected to solicit participation on subcontracts from available M/AA/WBE under this contract.

NAME OF COMPANY PERFORMING WORK	CITY M/AA/WBE CERTIFICATION NUMBER	REASON FOR REJECTION

All minority/women business enterprise subcontractors must submit a SBEDA Form 100 or a copy of certification certificate through the Prime Contractor. It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Public Works and the Director of Economic Development (through the submittal of SBEDA Form 102, Request for Approval of Change to Original Certified List of Subcontractors).

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: Roy Q. Heath

SIGNATURE: [Signature]

DATE: 04/09/03

ASSURANCE OF COMPLIANCE

EQUAL EMPLOYMENT OPPORTUNITY

CITY OF SAN ANTONIO

MAY 1994

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

The bidder, _____, hereafter known as

"contractor," as a part of the procedure for the submission of bids on a project known

as Pavement Replacement HHW Drop - agrees to the following
Off Center

conditions if awarded a contract by the City of San Antonio, hereafter known as City, on the above
named project. PAVEMENT REPLACEMENT HHW DROP OFF CENTER

1. The Contractor will not discriminate in any personnel action including hiring, promotion, suspension, termination, sick leave, work assignments, holidays and vacation on the basis of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.
2. The contractor will submit a copy of its Affirmative Action Plan for Equal Employment Opportunity to the City of San Antonio, Affirmative Action Planning Section, Office of Internal Review, prior to the execution of the contract.
3. The Contractor agrees to provide the City with whatever information may be requested by the Affirmative Action Planning Section for the purpose of monitoring compliance with Contractor's affirmative action requirements.

4. The Contractor agrees to attempt to fill newly created positions with qualified persons, so that the Sex and Ethnic ratios approximate the ratios of the Civilian Labor Force as determined by the applicable U. S. Census Data for job classifications similar to those jobs created by the proposed contract. The Affirmative Action Planning Section will provide the statistical data on the job classes specified by the Contractor.
5. The Contractor agrees to update its Affirmative Action Plan annually or as required by the Affirmative Action Planning Section, taking into consideration changes in the Civilian Labor Force and the Contractor's needs to insure non-discrimination and affirmative action relevant to employment.

It is understood that failure to comply with any of these conditions may constitute a violation of the contract between the Contractor and the City and may result in termination of the contract and/or the barring of the Contractor from future contracts with the City.

FOR THE CONTRACTOR

Roy Q. Heath
NAME

[Signature]
SIGNATURE

PRESIDENT
TITLE