

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

CONSENT AGENDA
ITEM NO. 23

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: Claremont/Eleanor/Natalen Phase III

DATE: June 26, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified responsive bid and awards a construction contract in the amount of \$1,051,172.82 payable to San Antonio Constructors, Ltd., a non-MBE firm, and authorizes \$79,072.54 for construction contingency expenses, \$240.00 for advertising expenses, and \$55,350.78 for expense recovery, for an overall total of \$1,185,836.14 in connection with the Claremont/Eleanor/Natalen Phase III, an authorized Community Development Block Grant (CDBG) project, located in Council District 9. Of the \$1,185,836.14, \$925,388.75 will be funded from CDBG funds, \$34,784.00 will be funded by City Public Service for gas line replacement, and \$225,663.39 will be funded by San Antonio Water System (SAWS) for sewer and water work.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Claremont/Eleanor/Natalen Phase III project provides for the reconstruction of Eleanor from Broadway to N. New Braunfels and Margaret from Eleanor to Natalen to a 27-foot width. Parkway improvements such as new curbs, sidewalks, and driveway approaches, necessary drainage, and utility improvements will be included. This project is scheduled to begin construction July 2003, and be completed by April 2004. Phase II was completed in October 2001.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in April 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 May 21, 2003 with eight (8) 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 San Antonio Constructors, Ltd. The contractor has committed to subcontract \$286,363.00 (27%) to MBE firms and \$4,200.00 (.39%) to AABE firms. The contract provides for 165 working days or approximately nine (9) months, to complete the project. San Antonio Constructors currently has 10 (ten) construction contracts with the City of San Antonio in the total amount of \$6,646,130.00. 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 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 FY 03-08 Capital Improvement Program Budget. Funds in the amount of \$925,388.75 are available from CDBG, \$34,784.00 will be funded from CPS, and \$225,663.39 will be funded from SAWS for sewer and water work, for an overall total of \$1,185,836.14 to be authorized payable as follows:

\$1,051,172.82	payable to San Antonio Constructors, Ltd. for construction expenses
\$ 79,072.54	payable for miscellaneous construction contingency
\$ 240.00	payable for advertising expenses
\$ 55,350.78	payable for expense recovery

COORDINATION

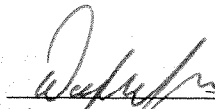
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, and the Housing and Community Development Department.

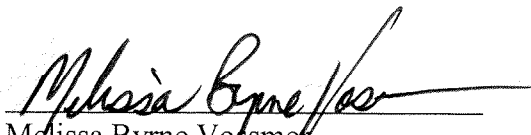
SUPPLEMENTARY COMMENTS

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. Current Project List
3. Project Map
4. Proposal
5. Economic Development Department Memo, dated 03/07/03
6. Contract


P.E. 6/13/03
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
Claremont/Eleanor/Natalen Ph. III

	Contractor	Base Bid	C.P.S.	S.A.W. S. Sanitary Water	S.A.W.S. Sewer	Grand Total
1.	San Antonio Constructors, Ltd.	\$790,725.43	\$34,784.00	\$147,997.00	\$77,666.39	\$1,051,172.82
2.	KGME, Inc.	\$776,225.97	\$36,116.64	\$170,912.59	\$68,902.99	\$1,052,158.19
3.	R.L. Jones Co., L.P.	\$750,261.60	\$36,886.00	\$172,970.00	\$93,972.00	\$1,054,089.60
4.	Valemas, Inc.	\$810,717.00	\$36,116.64	\$177,335.00	\$82,814.00	\$1,106,982.64
5.	Pronto Sandblasting	\$853,489.00	\$36,116.64	\$169,287.00	\$83,120.00	\$1,142,012.64
6.	E-Z Bel Construction, Ltd.	\$819,099.00	\$19,675.00	\$207,985.04	\$101,214.00	\$1,147,973.04
7.	Texas Sterling Construction	\$858,038.90	\$43,588.00	\$163,930.00	\$101,100.00	\$1,166,656.90
8.	Capital Excavation	Incomplete Bid				Incomplete Bid

ATTACHMENT II
Current Project List
San Antonio Constructors, Ltd.

Council District	Project Name	Contract Amount
3	Baetz: Morsund to Pleasanton	\$226,214.00
1	Delgado: Navidad to Zarzamora	574,520.00
3	Emmett St.: Block #500 to Block #700	294,886.00
2	F Street: Pecan Valley to IH 10	220,384.00
1	Flores/Breeden/Beacon Outfall, Ph. II	1,283,888.00
4	Glider & Landing-Gunsmoke to LP 410	1,272,494.00
3	Monticello:s. Gevers to Hillje	189,207.00
2	Morningview-Pecan Valley to IH 10	143,252.00
3	Pleasanton Rd: Gillette to LP 410	1,871,780.00
5	St. Francis-Dowdy to Probandt	569,505.00
TOTAL		\$6,646,130.00

The map displays a residential street grid. The main thoroughfare is Broadway, which runs diagonally from the bottom left towards the top right. Other streets include Parland, Funston, Claremont, Nat Alen, Milton, Balcon, Eleanor, Margaret, Ira, and Wesley Pl. A north arrow is positioned in the upper left corner, pointing towards the top of the page. The map is labeled with street names in a bold, sans-serif font. The area is divided into blocks by these streets, with some blocks containing smaller, unlabeled streets or alleys. The map is oriented with North at the top.

[illegible]

A detailed street map of the Claremont/Eleanor/Nat Alen - Phiii area. The map shows a grid of streets including Parland, Funston, Claremont, Nat Alen, Milton, Balcon, Eleanor, Margaret, Broadway, Ira, and Wesley Pl. A north arrow is located in the top left corner. The map is oriented with North at the top.

The map displays a residential area with the following streets and features:

- Streets:** Parland, Funston, Claremont, Nat Alen, Milton, Balcon, Eleanor, Margaret, Ira, and Broadway.
- Orientation:** A north arrow is located in the top left corner, pointing towards the top left of the map.
- Map Style:** The map uses a grid system to delineate property lots and street boundaries. The text is in a bold, sans-serif font.

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The map displays a residential street layout. At the top, a north arrow points towards the upper left. The main streets shown are Parland (top horizontal), Funston (middle horizontal), and Claremont (diagonal from top-left to bottom-right). Other streets include Nat Alen, Milton, Balcon, Eleanor, Margaret, Broadway, Ira, and Estey Pl. The map is divided into blocks by these streets, with individual lots within each block represented by small rectangles. The text 'CLAREMONT/ELEANOR/NAT ALEN - PHIII' is prominently displayed in the center of the map.

[illegible]

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The map displays a residential area with the following streets and features:

- Streets:** PARLAND, FUNSTON, CLAREMONT/ELEANOR/NAT ALEN - PHIII, CLAREMONT, NAT ALEN, MILTON, BALCON, ELEANOR, MARGARET, IRRA, BROADWAY, and ELEANOR PL.
- Orientation:** A north arrow is located in the top left corner, pointing towards the top left of the map.
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(2) ✓

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
CLAREMONT ELEANOR NATALEN - NEW BRAUNFELS TO BROADWAY
PHASE III, ELEANOR

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 165 (one hundred sixty-five) working days.

Accompanying this Proposal is a Bid Guaranty in the amount of Five percent of
bid amount Dollars (\$ 5% of bid amount) said
amount being five per cent of the total bid. Said Bid Guaranty, in the form of 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 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 guaranteed 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 Ray 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]
(Signature)

05/21/03
Date

ATTEST:

[Signature]

President

(Title)

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

Seven Hundred ninety
thousand, seven hundred twenty five dollars and
forty three cents. (\$ 790,725.43)

SAWS SANITARY SEWER

\$

77,666.39

SAWS WATERWORKS

\$

147,997.00

CITY PUBLIC SERVICE GAS

\$

34,784.00

TOTAL BID (BASE, SAWS SEWER, WATER & GAS) \$

1,051,172.82

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

Address

City & State

(210) 681-0211

Telephone No.

(210) 681-8880

Fax No.

Zip Code

City of San Antonio

Economic Development Department
Interdepartmental Memorandum

RECEIVED

JUN 06 2003

CITY OF SAN ANTONIO
PUBLIC WORKS, CAPITAL PROGRAMS

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

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

COPIES: Evelyn McRae; Courtney McClure; File

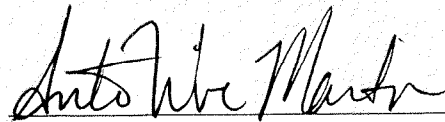
SUBJECT: List of Subcontractors Submitted for the Claremont/Eleanor/Natalen, Phase III, Eleanor

DATE: June 3, 2003

We have reviewed the Good Faith Effort Plan and List of subcontractors for the Claremont/Eleanor/Natalen, Phase III, Eleanor. The apparent low bidder has submitted contract amounts, which are reflected in the percentages below.

<u>FIRM</u>	<u>CERTIFIED</u>	<u>MBE</u>	<u>WBE</u>	<u>AABE%</u>	<u>GFEP</u>
S.A	No	27.2%	0%	.39%	Approved
Constructors		or \$286,363		or \$4,200	

If there are any questions, please call me at (210) 207-3901 or Courtney McClure at (210) 207-3913.



Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AUM/CM

THE CITY OF SAN ANTONIO

WORKING DAY

CONTRACT (Standard Form)

THIS AGREEMENT made the 26th day of June 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:

CLAREMONT/ELEANOR/NATALEN PHASE III

Prepared by Fernandez, Frazer, White and Associates, 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 ONE HUNDRED SIXTY-FIVE (165) 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: **ONE MILLION, FIFTY-ONE THOUSAND, ONE HUNDRED SEVENTY-TWO** **AND**
82/100 **Dollars (\$1,051,172.82)**

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

PRESIDENT

Title

Secretary

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the _____ day of _____ 20____
by _____ of _____ a
_____ on behalf of said _____.

NOTARY PUBLIC in and for the State of
T E X A S

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: