

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

AGENDA ITEM NO.

30

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, Manuela G. Shannon, P.E., Peter Zanon; Milo D. Nitschke; Armando A. Aranda, Jr., and file

SUBJECT: Asphalt Recycling and Overlay- 2004 Street Maintenance

DATE: March 4, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low responsive bid and awards a Street Maintenance Improvements funded construction contract in the amount of \$2,098,889.59 payable to Clark Construction of Texas, Ltd., a non-MBE, authorizes \$104,944.48 for miscellaneous construction contingency expenses, \$750.00 payable for advertising expenses, \$500.00 for printing and reproduction expenses, \$41,977.79 for material testing by consultant, and \$121,760.26 for reimbursement of City Forces for traffic markings, Video Imaging Vehicle Detection System (VIVDS) and other traffic improvements for a total amount of \$2,368,822.12 in connection with the Asphalt Recycling and Overlay-2004 Street Maintenance project located in various Council Districts.

Staff recommends this ordinance be effective immediately upon eight (8) or more affirmative votes.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Asphalt Recycling and Overlay - 2004 Street Maintenance project consists of an asphalt recycling and overlay treatment. This type of street maintenance is required when street conditions include numerous potholes and cracks, heaving and rough surfaces, and heavy truck or bus traffic. This application is used to extend the life of the street surface an average of twelve (12) years. The streets were identified in coordination with each affected Council District and will include 28.35 Lane Miles of treatment. Attachment 1 identifies specific streets, and the Council District in which they are located. As in previous years, the goal is to have all street maintenance projects completed by the end of the current fiscal year. To achieve this goal, it is necessary to have this contract effective immediately so that mobilization can occur at once to capitalize on favorable springtime weather conditions.

This project includes \$84,939.20 for the installation Video Imaging Vehicle Detection System (VIVDS) by City forces for sixteen (16) intersections. VIVDS replaces traditional in-pavement loop detectors for vehicle detection for affected intersections. Loop detectors sense a vehicle by magnetic inductance loops cut into the pavement, whereas VIVDS detects oncoming traffic by working similarly to motion detectors. The VIVDS electronically varies the green intervals of a traffic signal based on traffic demand. The use of VIVDS is cost effective in lengthening the life of street surfaces by

reducing deterioration caused by saw-cutting and will be in compliance with the Right of Way Management Ordinance.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in December 2003. In addition, the announcement was made on TVSA-21, 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 27, 2004, with three (3) bidders responding. The bids are as follows:

CONTRACTOR	BID
Clark Construction of Texas, Ltd.	\$2,098,889.59
Cutler Repaving	\$2,127,082.20
San Antonio Constructors	Non-responsive

An Administrative Hearing was conducted on February 12, 2004 regarding the bid of San Antonio Constructors for this project. The bid proposal submitted by San Antonio Constructors was determined to be non-responsive due to failure to comply with Sections 4.7 and 4.11 of the Standard Instructions to Bidders. The unit price submitted for at least one "Description and Unit Price Bid" was deemed conditional and unbalanced. The next lowest bidder, Clark Construction of Texas, Ltd. was selected.

The Economic Development Department has reviewed the list of subcontractors and approved the Good Faith Effort Plan submitted by Clark Construction of Texas, Ltd. on the basis that there are a limited number of local M/AA/WBE firms capable of subcontracting in the specialized area of asphalt recycling and overlay. The Economic Development Department Memorandum is included herein as Attachment 4. The contract provides for one hundred ten (110) calendar days or approximately four (4) months to complete the project.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to provide Street Maintenance, budgeted for FY 2003-2004.

FISCAL IMPACT

This is a one-time capital improvement expenditure. Funds in the amount of \$2,368,822.12 are available from Street Maintenance and Improvements funds, City Council District 9 Neighborhood Access and Mobility (NAMP) funds, reimbursement from developers and from other funds as identified by the Director of Finance. Funds are authorized payable as follows:

\$ 2,098,889.59	Payable to Clark Construction of Texas, Ltd. for construction expenses
\$ 104,944.48	Payable for miscellaneous construction contingency expenses
\$ 750.00	Payable for advertising expenses
\$ 500.00	Payable for printing and reproduction expenses
\$ 41,977.79	Payable for consultant material testing
\$ 121,760.26	Payable for reimbursement of City Forces for traffic markings, VIVDS and other traffic improvements

COORDINATION

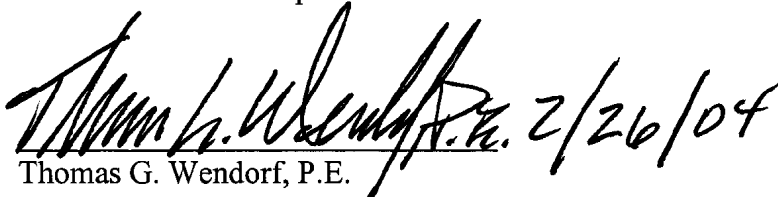
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department and the Economic Development Department.

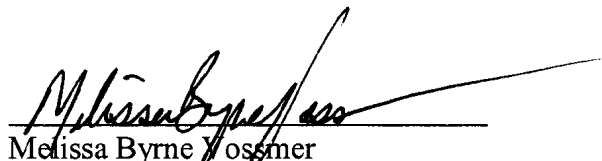
SUPPLEMENTARY COMMENTS

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

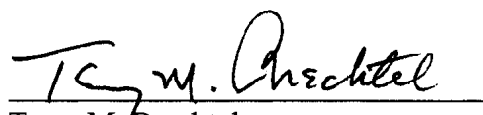
ATTACHMENTS

1. Project Listing and Estimate for VIVD Installations
2. Proposal
3. Contract
4. Economic Development Memorandum


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


Melissa Byrne Yossner
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

Project Listing

Asphalt Recycling and Overlay - 2004

CD Street - From - To

- 1 JONES MALTSBERGER FROM LOOP 410 TO OBLATE
- 1 SAN SABA FROM HOUSTON TO NUEVA
- 1 ST. MARY'S FROM IH 35 TO JOSEPHINE
- 2 HARRY WURZBACH FROM BURR TO RITTIMAN
- 2 HARRY WURZBACH (SB) FROM RITTIMAN TO AUSTIN HWY
- 5 COMMERCE FROM 19TH TO MATYEAR
- 8 LOCKHILL SELMA FROM MILITARY HWY. TO WHISPER PATH
- 9 BITTERS FROM DOE CREST TO HUEBNER
- 9 STONE OAK PKWY. FROM HARDY OAKS TO EVANS
- 9 HARDY OAKS FROM KNIGHTS CROSS TO STONE OAK PKWY.
- 10 NACOGDOCHES FROM MIDDLEBURY TO BITTERS

2004 Street Program

Project Start Date: Wed 10/1/03

Project Finish Date: Thu 9/30/04

ID	Task Name	From	To	Anticipated Signal Expenditures	Number of Cameras Needed	Number of Intersections Affected
1	2004 Asphalt Overlay - Contract					
2	HUNT	MARBACH	INGRAM	\$ 3,892.50	1	1
4	NEW BRAUNFELS	LOOP 410	NACOGDOCHES	\$ 9,177.20	3	2
5	SCHERTZ	PERRIN BEITEL	THOUSAND OAKS	\$ 3,892.50	1	1
6	COMMERCIAL	SOUTHCROSS	MILITARY	\$ 7,785.00	2	2
7	GOLIAD	PECAN VALLEY	SOUTHCROSS	\$ 3,892.50	1	1
8	OLD HWY 90	CALLAGHAN	US 90	\$ 3,892.50	1	1
9	OLD HWY 90	ACME	36TH	\$ 11,329.50	3	2
11	CEVALLOS	PROBANDT	FLORES	\$ 3,892.50	1	1
12	SOUTHCROSS	ZARZAMORA	IH 35	\$ 11,329.50	3	2
13	2004 Micro Surface - Contract					
50	QUINTANA	McKENNA	DUNTON	\$ 3,892.50	1	1
51	ZARZAMORA	COMMERCE	GUADALUPE	\$ 7,785.00	2	2
52	ZARZAMORA	THEO	LAREDO	\$ 22,311.00	6	3
377	2004 Asphalt Recycling and Overlay - Contract					
378	LOCKHILL SELMA	MILITARY HWY.	WHISPER PATH	\$ 15,222.00	4	3
380	COMMERCE	19TH	MATYEAR	\$ 11,329.50	3	2
381	BITTERS	DOE CREST	HUEBNER	\$ 3,892.50	1	1
382	NACOGDOCHES	MIDDLEBURY	BITTERS	\$ 7,437.00	2	2
383	HARRY WURZBACH	BURR	RITTIMAN	\$ 16,614.20	6	2
384	JONES MALTSBERGER	LOOP 410	OBLATE	\$ 15,222.00	4	3
385	SAN SABA	HOUSTON	NUEVA	\$ 3,892.50	1	1
386	ST. MARY'S	IH 35	JOSEPHINE	\$ 7,437.00	2	1
387	HARRY WURZBACH (SB)	RITTIMAN	AUSTIN HWY	\$ 3,892.50	1	1

ESTIMATED TOTAL: \$ 178,011.40 49 35

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the 26TH day of February in the year 2004 by and between
CLARK CONSTRUCTION OF TEXAS, 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:

ASPHALT RECYCLING AND OVERLAY - 2004

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 ONE HUNDRED TEN (110) Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar 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	\$700.00
\$ 750,001 to \$1,000,000	\$600.00
\$ 500,001 to \$ 750,000	\$500.00
\$ 250,001 to \$ 500,000	\$400.00
\$ 100,001 to \$ 250,000	\$300.00
\$ 50,001 to \$ 100,000	\$200.00
\$ 1 to \$ 50,000	\$100.00

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: _____
_____ Dollars, (\$ _____)

Services: _____
_____ Dollars, (\$ _____)

Total: TWO MILLION, NINETY-EIGHT THOUSAND, EIGHT HUNDRED EIGHTY-NINE AND
59/100 Dollars, (\$2,098,889.59)

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 Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, 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)

CLARK CONSTRUCTION OF TEXAS, Ltd.

Contractor

ATTEST:

BY:

A.J. CLARK

PRESIDENT

Title

Secretary

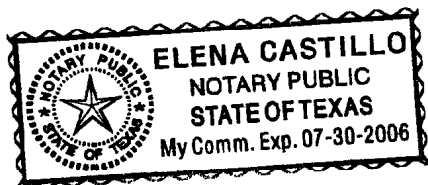
STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 19th day of February 2004
by A.J. Clark, President of Clark Construction
of Texas, Ltd. on behalf of said Partnership.

Elena Castillo
NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo
NOTARY'S PRINTED SIGNATURE



7-30-2006
MY COMMISSION EXPIRES:

PERFORMANCE BOND

STATE OF TEXAS)
COUNTY OF BEXAR) Know all men by these presents:
CITY OF SAN ANTONIO)

1. That we Clark Construction of Texas, L.L.C., General Partner and Clark Construction of Texas, Ltd., Partner, acting by and through A.J. Clark, President,

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of \$1,976,444.21 for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

CLARK CONSTRUCTION OF TEXAS, Ltd.

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

ASPHALT OVERLAY - 2004

and for the performance and observance of diverse other matters and things in connection with said work; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation.

3. NOW THEREFORE, if Contractor, the principal party to this obligation shall faithfully construct and complete said structures, work and improvements, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose insofar as the same relate to or are incident to the construction and completion of said structures, work and improvements then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinance.

4. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this

_____ day of _____ A.D. 20 _____.

5. The foregoing bond is approved and accepted

this _____ day of _____
20 _____

City Manager

(SEAL)

CLARK CONSTRUCTION OF TEXAS, Ltd.

By _____
A.J. Clark, Vice-President

Surety

By _____

Address of Surety for Service Purposes

PAYMENT BOND

STATE OF TEXAS)
COUNTY OF BEXAR)
CITY OF SAN ANTONIO)

Know all men by these presents:

1. That we **Clark Construction of Texas, Ltd., a Partnership composed of Clark Construction of Texas, L.L.C., General Partner and Clark Construction of Texas, Ltd., Partner acting by and through A.J. Clark, President,**
as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of **\$2,098,889.59** for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

CLARK CONSTRUCTION OF TEXAS, Ltd.

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

ASPHALT RECYCLING AND OVERLAY - 2004

and for the performance and observance of diverse other matters and things in connection with said work, and, interalia, therein entered into covenants and agreements to promptly pay all persons supplying labor, materials and services in the prosecution of the work provided for in said contract; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation;

3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation shall be and become null and void, but otherwise to remain in full force and effect: and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinances.

4. It is further understood that this obligation is incurred pursuant to Vernon's Annotated Civil Statutes, Article 5160, as amended and that this obligation is for the benefit and sole protection of all persons supplying labor and materials in the prosecution of said contract.

5. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this _____ day of _____ A.D. 20 _____.

6. The foregoing bond is approved and accepted
this _____ day of _____,
20 _____.

CLARK CONSTRUCTION OF TEXAS, Ltd.

By _____
A.J. Clark, President

City Manager

Surety

(SEAL)

By _____

Address of Surety for Service Purposes

City of San Antonio

Economic Development Department
Interdepartmental Memorandum

TO: Denise Shaffer, Special Projects Coordinator, Public Works Department

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

COPIES: File

SUBJECT: Asphalt Recycling and Overlay - 2004

DATE: February 11, 2004

We have reviewed the Good Faith Effort Plan submitted for the Asphalt Recycling and Overlay - 2004 project. The apparent low bidder has submitted the following goals.

TOTAL BID PROJECT

\$1,724,459.20

<u>FIRM</u>	<u>CERTIFIED</u>	<u>MBE</u>	<u>WBE</u>	<u>AABE%</u>	<u>GFEP</u>
San Antonio Constructors	No	44.6% or \$768,698.00	0%	0 %	Approved

The Good Faith Effort Plan has been approved on the basis that there are a limited number of local AA/WBE companies who can provide subcontracting in the specialized area of Asphalt Recycling and Overlay. If you have any questions, please call me at 207-3910.


Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AUM/gl