

**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

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

SUBJECT: Slurry Seal - 2005 Street Maintenance

DATE: April 21, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low responsive bid and awards a Street Maintenance Improvements funded construction contract in the amount of \$581,141.20 payable to Clark Construction of Texas, Ltd., a non-MBE, authorizes \$29,057.06 for miscellaneous construction contingency expenses, \$750.00 payable for advertising expenses, and \$500.00 for printing and reproduction expenses for a total amount of \$611,448.26 in connection with the Slurry Seal - 2005 Street Maintenance project located in various Council Districts; effective immediately upon passage by eight (8) affirmative votes.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Slurry Seal - 2005 Street Maintenance project involves the application of a Slurry Seal treatment to repair and prolong the life of the pavements by an average of five (5) years through the sealing of cracks and by preventing water from entering the pavement base. The streets were identified in coordination with each affected City Council District and will include 18.87 Lane Miles of treatment. 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 was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in January 2005. 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 February 09, 2005, with one (1) bidder responding. The bid is as follows:

CONTRACTOR	BID	SUBSTITUTE ALTERNATE BID
Clark Construction of Texas, Ltd.	\$581,141.20	\$581,141.20

The only bid of \$581,141.20 from Clark Construction of Texas, Ltd. is approximately 15% higher than the estimated total cost for these projects. Increase cost are attributed to recent increases in petroleum products, high regional demand for construction materials and the availability of contractors due to the saturation in the road construction industry.

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 Slurry Seal. The contract provides for one hundred twenty (120) calendar days or approximately four (4) months to complete the project. Clark Construction of Texas, Ltd. currently has one (1) active project with the city for \$2,461,310.59.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to provide Street Maintenance, budgeted for FY 2004-2005.

FISCAL IMPACT

This is a one-time capital improvement expenditure. Funds in the amount of \$611,448.26 are available from the Street Maintenance and Improvement fund. Of this amount, \$530,069.55 is funded with the initial Adopted FY 2005 Street Maintenance Program allocation and \$81,378.71 with the transfer of funds for additional street maintenance from the Economic Development Incentive Fund. \$611,448.26 is authorized payable as follows:

\$ 581,141.20	Payable to Clark Construction of Texas, Ltd. for construction expenses
\$ 29,057.06	Payable for miscellaneous construction contingency expenses
\$ 750.00	Payable for advertising expenses
\$ 500.00	Payable for printing and reproduction expenses

The City Council has provided direction to staff that an appropriation of \$1,200,000 be transferred from the Economic Development Incentive Fund (EDIF) to the Street Maintenance and Improvement Fund for increased costs associated with the FY 2005 Street Maintenance Program. Additionally City Council directed that \$2,800,000 be made available from the EDIF for additional street maintenance projects to be completed in 2005. Staff will coordinate the selection of these projects with City Council offices in the coming weeks. This brings the total additional appropriation in the Street Maintenance Fund to \$4,000,000.

COORDINATION

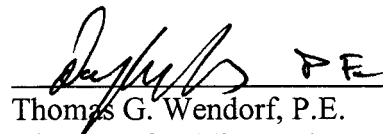
This request for ordinance has been coordinated with the Office of Management and Budget, Finance Department and the Economic Development Department.

SUPPLEMENTARY COMMENTS

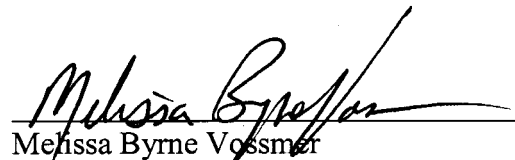
This construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required.

ATTACHMENTS


1. Contract
2. Economic Development Memorandum



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



Melissa Byrne Vossmer
Assistant City Manager



J. Rolando Bono
Interim City Manager

THE CITY OF SAN ANTONIO

CALENDAR DAY CONTRACT

THIS AGREEMENT made the _____ day of _____ in the year **TWO THOUSAND FIVE (2005)** 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:

SLURRY SEAL - 2005

Prepared by DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION, 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 TWENTY (120) 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 and Services: FIVE HUNDRED EIGHTY-ONE THOUSAND, FORTY-ONE DOLLARS AND TWENTY CENTS Dollars, (\$581,041.20)

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:

DAVID F. CLARK

Secretary

VICE -PRESIDENT

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:

City of San Antonio
Economic Development Department
Interdepartmental Memorandum

TO: Leonor Grimaldo-Hargis, Fiscal Officer, Public Works Department

FROM: Manuel Longoria, Jr., Assistant Director, Economic Development Department

COPIES: File

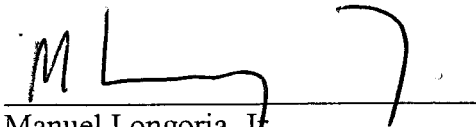
SUBJECT: List of Subcontractors Submitted for the SLURRY SEAL - 2005

DATE: February 22, 2005

We have reviewed the Good Faith Effort Plan and list of subcontractors for the **Slurry Seal 2005** Project. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>					
\$581,141.20					
FIRM	CERTIFIED	MBE	WBE	AABE	GFEP
Clark Construction	NO	12.39% \$72,000	0% \$0	0% \$0	Approved

If there are any questions, please feel free to contact me at (210) 207-3901.


Manuel Longoria, Jr.
Assistant Director
Economic Development Department

ML/hv

RECEIVED

MAR 02 2005

CITY OF SAN ANTONIO
PUBLIC WORKS CAPITAL PROGRAMS