

CONSENT AGENDA
ITEM NO. 10

**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: General McMullen Area Drainage – Dexter to Roselawn
DATE: October 6, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the lowest responsive bid, appropriates funds, and awards a construction contract in the amount of \$1,101,062 payable to San Antonio Constructors, Ltd., authorizes \$110,106.20 for Project Contingency, authorizes \$77,074.34 for Capital Administration Cost and \$2,000 for Advertising Expenses, for a total ordinance amount of \$1,290,242.54 in connection with the General McMullen Area Drainage – Dexter to Roselawn Project, an authorized 2003-2007 General Obligation Drainage Bond funded project located in Council District 5. Of the \$1,290,242.54 amount \$93,007.20 will be reimbursed by San Antonio Water System (SAWS).

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

This project will provide for the reconstruction of approximately 1286 linear feet of Jamar Blvd., to include curbs and sidewalks and the construction of a storm drainage system from the low point on Jamar Blvd. between Dexter and Elkins. The new storm drain structure will tie into an existing storm drain structure at Roselawn Ave., which is necessary to help alleviate upstream flooding. Project construction is anticipated to begin in November 2005 and to be completed by October 2006.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in July 2005. In addition, the bid announcement was made on TVSA, through the Small Business Economic Development Advocacy (SBEDA) Office and Dodge Report. Plans were also available for review by potential bidders at the office of Claunch & Miller, Inc. 4203 Gardendale, Suite 104C, San Antonio, Texas 78229. Bids for this project were opened on August 31, 2005 and seven (7) firms responded. Of these San Antonio Constructors, Ltd., submitted the lowest responsive bid. San Antonio Constructors, Ltd., currently has two (2) active citywide contracts with the City in the amount of \$5,202,679.40. A matrix of the bid

outcome is included herein as Attachment 2 and the construction contract is included herein as Attachment 3.

The Economic Development Department has reviewed and approved the Good Faith Effort Plan submitted by San Antonio Constructors, Ltd., and the contractor has committed that 21% of the work provided under this contract shall be completed by a MBE firm, .99% will be completed by a WBE firm and 1.5% will be completed by a AABE firm. The Memorandum from the Economic Development Department is included herein as Attachment 4.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 2003-2007 General Obligation Drainage Bond funded projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure. Funds in the amount of \$1,033,000 are included in the FY06-11 Capital Improvement Budget and the additional \$164,235.34 funds, which are not included in the Capital Budget, are available from the Octavia #63 Phase II Part B Project. This ordinance appropriately amends the FY06-11 Capital Budget. Funds in the amount of \$1,197,235.34 are available from 2003-2007 General Obligation Drainage Improvement Bond funds and \$93,007.20 are available from SAWS funds and authorized payable and appropriated as follows:

\$1,101,062.00	payable to San Antonio Constructors, Ltd. for construction services
\$ 110,106.20	for Project Contingency
\$ 77,074.34	for Capital Administrative Cost
\$ 2,000.00	for Advertising Expenses

COORDINATION

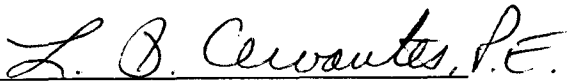
This request for ordinance has been coordinated with the Office of Management and Budget and the Finance Department.

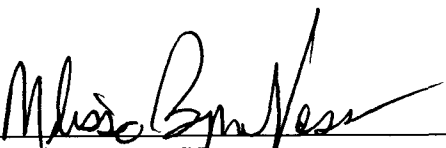
SUPPLEMENTARY COMMENTS

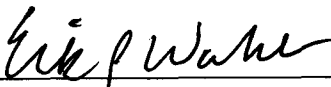
This construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required.

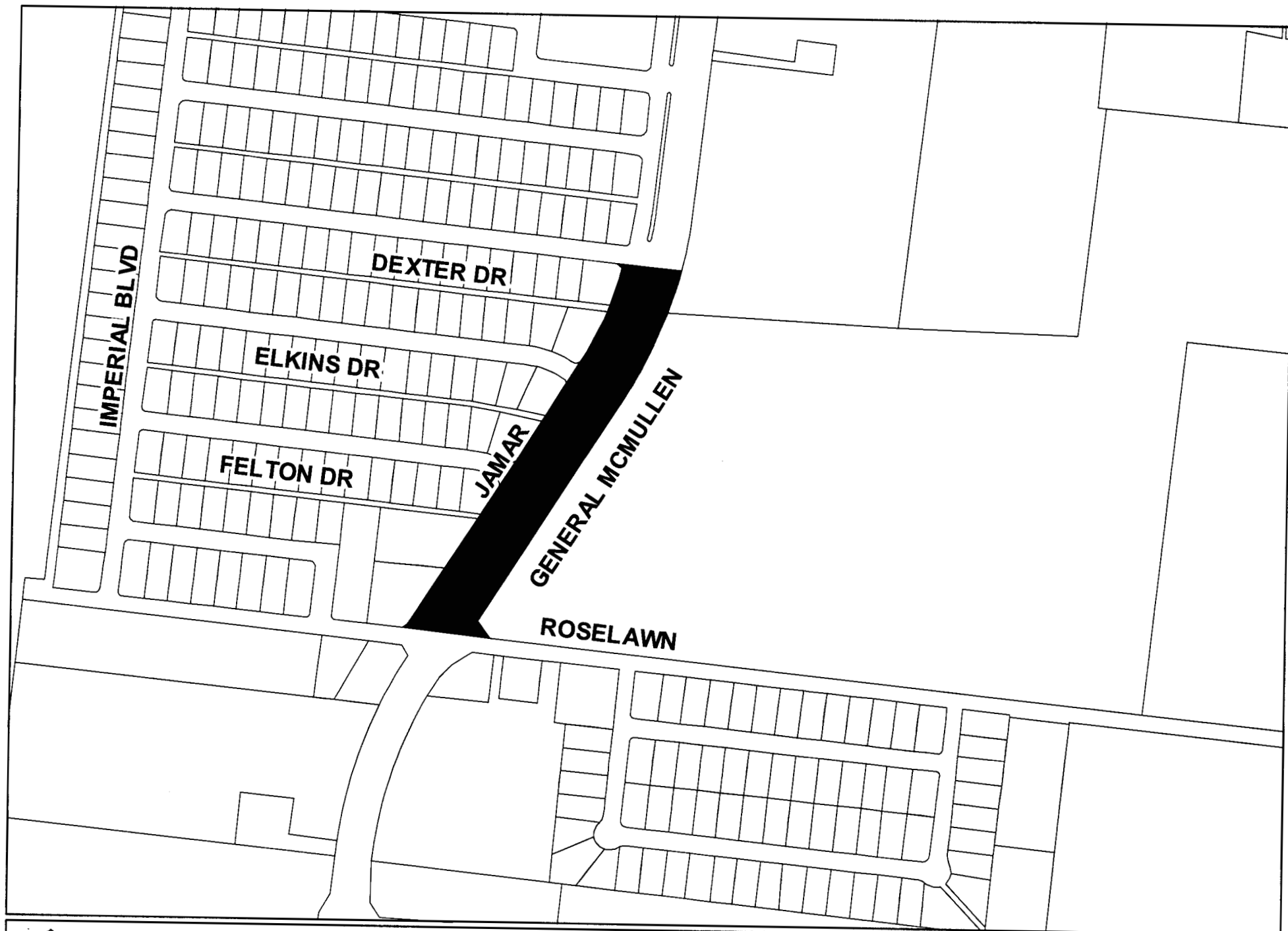
ATTACHMENTS

1. Project Map
2. Bid Tab
3. Construction Contract
4. Memo from the Economic Development Department dated September 8, 2005.


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


Melissa Byrne Vossmer
Assistant City Manager


† J. Rolando Bono
City Manager



CITY OF SAN ANTONIO
Department of Public Works
Capital Programs Division

Gen. McMullen Area Drainage: Dexter to Roselawn

Scale: None
08/09/05
DEH



**General McMullen Area Drainage – Dexter to Roselawn
Public Works Infrastructure Maintenance and Construction**

Bids opened and received:

August 31, 2005 at 1:00 p.m.

Bid Tabulation

	Contractor	Base Bid	SAWS	Total
1.	San Antonio Constructors	\$1,008,054.80	\$93,007.20	\$1,101,062.00
2.	R.L. Jones LP	\$1,061,011.00	\$108,254.00	\$1,169,265.00
3.	Valemas, Inc.	\$1,123,780.80	\$120,732.13	\$1,244,512.93
4.	E-Z Bell Construction	\$1,191,886.00	\$115,423.00	\$1,307,309.00
5.	Salinas Construction	\$1,151,829.52	\$186,621.45	\$1,338,450.97
6.	Pronto Sandblasting	\$1,483,085.00	\$113,778.50	\$1,596,863.50
7.	Pipelayers Inc.	\$1,456,542.00	\$299,187.20	\$1,755,729.20

THE CITY OF SAN ANTONIO

CALENDAR DAY CONTRACT

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

GENERAL McMULLEN AREA DRAINAGE – DEXTER TO ROSELAWN

Prepared by Claunch & Miller, 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 **TWO HUNDRED TWENTY (220) 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: ONE MILLION, ONE HUNDRED ONE THOUSAND, SIXTY-TWO DOLLARS AND NO CENTS, (\$1,101,062.00)

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 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)

SAN ANTONIO CONSTRUCTORS, LTD.

Contractor

ATTEST:

BY:

Roy 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:

PAYMENT BOND

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

Know all men by these presents:

1. That we **San Antonio Constructors, Ltd., acting by and through Roy Heath, 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 **\$ 1,101,062.00** 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

SAN ANTONIO CONSTRUCTORS, 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

GENERAL McMULLEN AREA DRAINAGE – DEXTER TO ROSELAWN

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 Chapter 2253 of the Texas Government Code, 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. 2004.

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

By: _____
Roy Heath, President

City Manager

Surety

(SEAL)

By: _____

Address of Surety for Service Purposes

PERFORMANCE BOND

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

Know all men by these presents:

1. That we **San Antonio Constructors, Ltd.**, acting by and through **Roy Heath, 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 **\$ 1,101,062.00** 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:

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GENERAL McMULLEN AREA DRAINAGE – DEXTER TO ROSELAWN

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

SAN ANTONIO CONSTRUCTORS, LTD.

this _____ day of _____,

2004.

City Manager

(SEAL)

By: _____
Roy Heath, President

Surety

By: _____

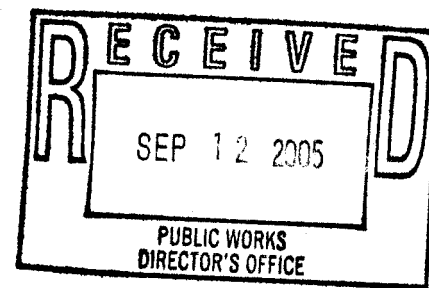
Address of Surety for Service Purposes

RECEIVED

SEP 13 2005

CITY OF SAN ANTONIO
PUBLIC WORKS, CAPITAL PROGRAMS

City of San Antonio
Economic Development Department
Interdepartmental Memorandum



TO: Tom Wendorf, Director, Public Works Department

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

COPIES: William Krause, Anita Uribe Martin; File


SUBJECT: **Good Faith Effort Plan Submitted for General McMullen Drainage – Jamar Street**

DATE: September 8, 2005

We have reviewed the Good Faith Effort Plan for the **General McMullen Drainage – Jamar Street**. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>						
\$1,008,037						
FIRM	CERTIFIED	MBE	WBE	AABE	SBE	GFEP
San Antonio Constructors	Yes (SBE)	21% \$216,207	.99% \$10,000	1.5% \$15,200	100% \$1,008,037	Approved

If there are any questions, please contact Anita Uribe Martin at (210) 207-3900.


Manuel Longoria, Jr.
Assistant Director
Economic Development Department

ML/cm