



**AGENDA
CITY OF WINDCREST, TEXAS**

SPECIAL CITY COUNCIL MEETING

July 01, 2013

**Special City Council Meeting
6:00 P.M.**

NOTICE IS HEREBY GIVEN THAT A SPECIAL WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 01ST DAY OF JULY 2013 STARTING AT 6:00 P.M. DURING THE MEETING THE FOLLOWING SUBJECTS WILL BE CONSIDERED AND THE COUNCIL MAY TAKE ACTION ON ANY OF THE LISTED SUBJECTS.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF JULY 01, 2013 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, JULY 02, 2013 AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

IT IS ANTICIPATED THAT MEMBERS OF OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES MAY ATTEND THE MEETING IN NUMBERS THAT MAY CONSTITUTE A QUORUM OF SUCH OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES, SO THAT NOTICE IS HEREBY GIVEN THAT THE MEETING IS ALSO A MEETING OF THE OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES WHOSE MEMBERS ARE IN ATTENDANCE. THE MEMBERS OF THE OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES MAY PARTICIPATE IN DISCUSSIONS WHICH OCCUR AT THE MEETING, BUT NO ACTION WILL BE TAKEN BY THE OTHER BOARDS, COMMISSIONS AND COMMITTEES WHOSE MEMBERS ARE IN ATTENDANCE.

Ordinance No. 618 (09/20/10), Repealing Ordinance No. 593

At all City Council, City Commission or City Board meetings, the agenda shall include a "citizens to be heard" item. It is suggested that Citizens wishing to speak during this item sign in on the sign up roster prior to the meeting. During "citizens to be heard" comments, each individual may speak on an agenda item or any other matter affecting the city. In addition to the "citizens to be heard" portion of meetings, a person may make comments on agenda items prior to the vote on the agenda item. A member of the public will have a total of six (6) minutes to be heard during a City Council, City Commission or City Board Meeting. This does not include any responses from the body. The six (6) minutes time limit authorized herein may not be transferred to another speaker in whole or in part. The presiding Officer or his/her designee will assign a Time Keeper to each meeting. The Time Keeper will maintain strict compliance of the six (6) minute rule, stopping speakers who exceed the allotted time. As authorized by Section 551.042 of the Texas Government

Code, the Presiding Officer may direct a City Official to make: a statement of specific factual information in response to an inquiry made by a member of the public or of the City Council, or; a recitation of existing policy in response to an inquiry made by a member of the public or the City Council. Any deliberation or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting. Any question posed by a Citizen, Council Member, Board Member or Commission Member for which an answer is not available at a meeting shall be answered by a member of the staff or Presiding Officer at the next regular meeting of the Body, if an answer is reasonably available and prudent. If the information is sensitive, staff will seek advice from the City Attorney.

REQUEST ALL PAGERS AND CELL PHONES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL. CITIZENS ARE ASKED TO REFRAIN FROM TALKING DURING COUNCIL PROCEEDINGS.

Meeting Chair: please remind each participant in your meeting that they must speak into a microphone; the recording is the Official Minutes of your meeting and all who speak must be recorded. All guest speakers and citizens to be heard must speak from podium. Please interrupt speakers during meeting if you recognize that they are not speaking into microphone and have them do so.

I. Call to Order, Pledge of Allegiance, Invocation and Announcement (6:00 P.M.)

II. Citizens to be Heard on Subsequent and Non-Subsequent Agenda Items

1. A member of the public will have three (3) minutes to discuss non-subsequent agenda items.
2. A member of the public will have six (6) minutes to discuss subsequent agenda items.
3. City Council may discuss and respond to current and past agendas on subsequent and non-subsequent agenda items by citizens to be heard.

III. Swearing in of Council Member

1. The newly appointed Council Member, James McFall, will be sworn in. (Ref: RCCM 06.17.13
http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1077 02:08:39)

IV. Presentations

1. City Council will receive a presentation from Roosevelt High School DATA Interns regarding their summer internship/project. (Ref: 06.12.13 P&R http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1075 00:01:40)
2. City Council will receive a presentation from Fire Chief Reese, Katye Brought, Public Affairs and Mayor Baxter regarding the request from Fire Chief Reese on moving the Light-Up Ceremony from December 15 to December 14. (Att. 1)
3. City Council will receive an update regarding the CIP Park Projects from Andrew Hunt, Raba-Kistner, City Engineer.

- V. Ordinances** **"In conjunction with the first reading of an ordinance, a motion should be made to either "reject the proposed ordinance" or "to forward the proposed ordinance to a subsequent City Council meeting for final adoption at its second reading". **

1. City Council will review, discuss and may take action on Ordinance No. 2013-693(O), an ordinance amending Chapter 20, Traffic and Parking, of the Code of Ordinances by modifying the minimum application date for street closures, duration of street closures and updating the barricades standards authority for street closures. (First Reading). (Att. 2)

VI. Resolutions

1. City Council will review, discuss and may take action on Resolution No. 2013-443(R), a resolution awarding a contract to AJ commercial services (ASC) for the Windcrest Roadway CIP Package #1. (Att. 3)
2. City Council will review, discuss and may take action on Resolution No. 2013-444(R), a resolution authorizing the purchase of trolley operators and corresponding equipment from the miner corporation for a price of \$20,412.00 and authorizing the City Manager to negotiate and execute a contract for such purchase. This is in reference to the seven doors in the Fire Bay. (Att. 4)

VII. Discuss and Act

1. City Council will discuss and may take action on a request from Fire Chief Reese to move the Light-Up Ceremony from December 15, 2013 to December 14, 2013.

VIII. General Announcements & Future Agenda Items Requested

Per Ordinance No. 618, repealing Ordinance No. 593; Section 9: Every agenda shall include an item entry granting a member the opportunity to propose an item for consideration of future agendas for Regular or Special Meetings. Any member may request the inclusion of such items at any meeting.

IX. Adjournment

X. Welcome Reception for Council Person James McFall

The City Council reserves the right to retire into executive session whenever it is considered necessary and legally justified under the Texas Government Code, Subchapter D, Sections 551.071 et. seq. including, but not limited to, consultation with attorney, real property, prospective gifts, personnel matters, exclusion of witness, security devices, and economic development matters.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two hours prior to the meeting on July 1, 2013.

By:  , City Secretary

In compliance with the Americans With Disabilities Act, the City of Windcrest Council Chambers are wheelchair accessible, and accessible parking spaces are available. The City of Windcrest will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact Kelly Rodriguez, City Secretary, at 210-655-0022 ext. 2150 or Fax 210-655-8776.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ July 1, 2013.

_____ Title: _____

LIGHT-UP

December 2012 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31			1	2	1
2	3	4	5	6	7	8
9	10	11	12 JUDGING	13	14	15 LIGHT-UP CEREMONY
16	17	18	19	20	21	22
23	24	25 Christmas	26	27	28	29

LIGHT-UP December 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
		JUDGING	←	JUDGING		
15	16	17	18	19	20	21
LIGHT-UP CEREMONY						
22	23	24	25	26	27	28
29	30	31				

DECEMBER 2011

SUN	MON	TUES	WED	THURS	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12 JUDGING	13	14	15 LIGHT-UP CEREMONY	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

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16	17	18	19	20	21	22
23	24	25 Christmas	26	27	28	29

December 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9 Possible Judging	10 Judging	11	12 JUDGING	13	14 Light-Up Ceremony
15 LIGHT-UP CEREMONY	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Raba Kistner
12821 W. Golden Lane
San Antonio, TX 78249
P.O. Box 690287
San Antonio, TX 78269
www.rkci.com

P 210 :: 699 :: 9090
F 210 :: 699 :: 6426
TBPE Firm F-3257

MEMORANDUM

TO: Mr. Rafael Castillo, Jr.
City Manager
City of Windcrest
8601 Midcrown Drive
Windcrest, Texas 78239

FROM: Andrew C. Hunt, P.E., CFM
Program Manager

DATE: June 21, 2013

RE: **Roadway CIP Package #1 – Code of Ordinances Variance Notification**
Project No. ASR12-071-00

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Upon awarding and providing a notice to proceed to the construction contractor for Roadway CIP Package #1, the City of Windcrest will be enacting the approved construction documents prepared by the design engineer, IDS Engineering. The approved construction documents include the general notes to the construction contractor, which guide and direct the contractor. As discussed during the design approval process, there were three City Codes that would likely lead to excessive construction costs, reduce construction quality, or were outdated for the specific needs of Package #1. To meet the specific needs of Package #1, certain general notes were included to guide the contractor in ways that benefit the City but were at variance with City Codes. Approval of the construction documents thereby grants variances to certain provisions of the Windcrest City Code of Ordinances for this project as described below in **Table 1**.

These variances have been reviewed by the Windcrest City Engineer (RABA KISTNER, Inc.) and approved by the Roadway Committee and City Staff. This memorandum serves to document the variances granted by the City through the enactment of the approved construction documents.

**Table 1: Variances to Windcrest City Code of Ordinances Enacted by Roadway CIP Package #1**

| Windcrest Code | Key provision                                                       | Project-Specific Variance                                                                                                    |
|----------------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 20.1004        | Contractor must apply for closure permit 15-30 days before closure. | Contractor must apply for closure permit at least 72 hours before closure.                                                   |
| 20.1005.6      | No street closure permit can be effective for more than 7 days.     | Street may remain closed for the duration approved in the closure permit.                                                    |
| 20.1009        | General provisions for erection of barricades.                      | Replace "...regulations established by the Texas Highway Department" with "Texas Manual of Uniform Traffic Control Devices". |

/mdh



**ORDINANCE NO. 2013-693(O)**

**AN ORDINANCE AMENDING CHAPTER 20, TRAFFIC AND PARKING, OF THE CODE OF ORDINANCES BY MODIFYING THE MINIMUM APPLICATION DATE FOR STREET CLOSURES, DURATION OF STREET CLOSURES AND UPDATING THE BARRICADES STANDARDS AUTHORITY FOR STREET CLOSURES**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Chapter 20, Traffic and Parking, is amended by revising the first sentence of Section 20.1004 to read as follows:

**“Sec. 20.1004            APPLICATION FOR PERMIT**

A person seeking issuance of a street closing permit shall file an application with the Chief of Police not less than seventy-two (72) hours nor more than thirty (30) days before the proposed date of street closing.”

The remainder of Section 20.1004 is unchanged.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Chapter 20, Traffic and Parking, is amended by revising Subsection 6 of Section 20.1005 to read as follows:

**“Sec. 20.1005            STANDARDS FOR ISSUANCE OF PERMITS**

6.        A permit granting a street closure will be effective for the time period stated in the permit. At the expiration of the permitted time period, a new permit for street closure must be obtained before additional time shall be allowed.”

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Chapter 20, Traffic and Parking, is amended by revising Section 20.1009 to read as follows:

**“Sec. 20.1009            ERECTION OF BARRICADES**

Should any barricades be erected to block the flow of traffic over any street in accordance with the terms of a permit issued, it shall be the duty of the Police Department of the City of Windcrest to determine the placement of such barricades in the positions stated in the permit. Any such barricades shall comply with the regulations promulgated in the Texas Manual of Uniform Traffic Control Devices. Should any barricade remain in use after sunset, such barricade shall have upon it a flashing light as provided for in the Texas Manual of Uniform Traffic Control Devices.”

This ordinance shall take effect five (5) days after publication of its caption.

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2013.

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Mayor

ATTEST:

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Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

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Michael S. Brennan, City Attorney



## **City Council Agenda Item Report**

### **July 1, 2013**

**Contact – Andrew Hunt/ Jeffry McKinnie / Michael McAlear**

Ahunt@rkci.com/ jmckinnie@idsengineeringgroup.com/ mmcalear@windcrest-tx.gov

**Resolution #: 2013-443(R)**

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**SUBJECT: Deliberation and possible action on a resolution to award a contract to AJ Commercial Services (ASC) for the Windcrest Roadway CIP Package #1.**

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#### **1. BACKGROUND/HISTORY**

On May 17, 2013 the City of Windcrest released an Invitation for Bids for Windcrest Roadway CIP Package #1, and advertised notices for such bids on May 20, 2013 May 27, 2013 in the San Antonio Express. On June 14, 2013 in the City Council Chambers, five sealed bids from prospective contractors were opened and publicly read aloud.

#### **2. FINDINGS/CURRENT ACTIVITY**

AJ Commercial Services (ASC) placed a low bid of \$318,237.50 for the performance of the base bid and the three extra services and included within their bid all required components requested in the bid package. City Engineers, IDS Engineering Group, recommended an award to AJ Commercial Services in the amount of \$318,237.50.

#### **3. FINANCIAL IMPACT -**

AJ Commercial Services (ASC) placed a low bid of \$318,237.50. The IDS Engineering Group Opinion of Probable Cost estimated the project at \$462,285.00. Funding for this project will be provided from the City of Windcrest Capital Improvement Budget.

#### **4. ACTION OPTIONS/RECOMMENDATION**

Staff recommends the award of the Windcrest Roadway CIP Package #1 contract to AJ Commercial Services (ASC) in the amount of \$318,237.50.



June 20, 2013  
Revised June 21, 2013

Mr. Rafael Castillo, Jr.  
City Manager  
City of Windcrest  
8601 Midcrown  
Windcrest, TX 78239

Reference: Windcrest Roadway CIP Package #1  
Contract Award Letter

Dear Mr. Castillo:

On June 14, 2013, bids for the referenced project were opened and read aloud. The low bidder was AJ Commercial Services (ASC) with a base bid of \$314,790. After tabulation and evaluation of the bids received, it is to the best of our knowledge and belief, the lowest and best qualified bid is that of AJ Commercial Services. We recommend the award of the contract to AJ Commercial Services in the amount of \$318,237.50 (\$314,790.00 base + \$3,447.50 extras).

If you have any questions, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey McKinnie", is written over a horizontal line.

Jeffrey McKinnie, P.E.  
Senior Project Manager

cc: Andrew Hunt, PE, Raba Kistner Facilities

Attachments: Bid Tabulation  
Contractor Bid Documents Submittal Checklist

PROJECT NAME: Windcrest Roadway CIP Package #1

CONTRACTOR BID DOCUMENTS SUBMITTAL CHECKLIST

| CONTRACTOR                                                    | AJ Commercial Services (ASC) |                          |  | Ramming Paving           |                          |  | Clark Construction |                          |  | Kickapoo Enterprises     |                          |  | Pronto Sandblasting      |                          |  |
|---------------------------------------------------------------|------------------------------|--------------------------|--|--------------------------|--------------------------|--|--------------------|--------------------------|--|--------------------------|--------------------------|--|--------------------------|--------------------------|--|
|                                                               | YES                          | NO                       |  | YES                      | NO                       |  | YES                | NO                       |  | YES                      | NO                       |  | YES                      | NO                       |  |
| <b><u>Section A - Notice to Bidders</u></b>                   |                              |                          |  |                          |                          |  |                    |                          |  |                          |                          |  |                          |                          |  |
| Delivery of Proposals (2:00 p.m. June 14, 2013)               | √                            | <input type="checkbox"/> |  | √                        | <input type="checkbox"/> |  | √                  | <input type="checkbox"/> |  | √                        | <input type="checkbox"/> |  | √                        | <input type="checkbox"/> |  |
| <b><u>Section B - Instructions to Bidders (Duplicate)</u></b> |                              |                          |  |                          |                          |  |                    |                          |  |                          |                          |  |                          |                          |  |
| Statement of Qualifications                                   | √                            | <input type="checkbox"/> |  | <input type="checkbox"/> | √                        |  | √                  | <input type="checkbox"/> |  | <input type="checkbox"/> | √                        |  | √                        | <input type="checkbox"/> |  |
| Financial Statement                                           | √                            | <input type="checkbox"/> |  | √                        | <input type="checkbox"/> |  | √                  | <input type="checkbox"/> |  | √                        | <input type="checkbox"/> |  | √                        | <input type="checkbox"/> |  |
| <b><u>Section C - Duplicate</u></b>                           |                              |                          |  |                          |                          |  |                    |                          |  |                          |                          |  |                          |                          |  |
| Proposal - Bid Form                                           | √                            | <input type="checkbox"/> |  | √                        | <input type="checkbox"/> |  | √                  | <input type="checkbox"/> |  | √                        | <input type="checkbox"/> |  | √                        | <input type="checkbox"/> |  |
| <b><u>Section E Bid Bond (4 Originals)</u></b>                |                              |                          |  |                          |                          |  |                    |                          |  |                          |                          |  |                          |                          |  |
| Performance Bond                                              | √                            | <input type="checkbox"/> |  | √                        | <input type="checkbox"/> |  | √                  | <input type="checkbox"/> |  | √                        | <input type="checkbox"/> |  | √                        | <input type="checkbox"/> |  |
| <b><u>Misc.</u></b>                                           |                              |                          |  |                          |                          |  |                    |                          |  |                          |                          |  |                          |                          |  |
| Addendum 1                                                    | √                            | <input type="checkbox"/> |  | <input type="checkbox"/> | √                        |  | √                  | <input type="checkbox"/> |  | <input type="checkbox"/> | √                        |  | <input type="checkbox"/> | √                        |  |

**Summary Submittal - Kickapoo Enterprises**

1.) Did not provide sealed financial statement - but promises week of June 16th - provided letter from bank and DUN rating

**Summary Submittal - Pronto Sandblasting**

- 1.) Financial Statement not sealed
- 2.) Bid Bond was for 5%

Windcrest CIP Package 1

Bid Tabulation

Bid Opening June 14, 2013 @ 2:00 p.m.

|                                                              |                                                                     |                |           | IDS Engineering Group OPCC |                 | CONTRACTOR #5 - AJ Commercial Services (ASC) |                 | CONTRACTOR #2 - Ramming Paving |                 | CONTRACTOR #3 - Clark Construction |                 | CONTRACTOR #1 - Kickapoo Enterprises |                 | CONTRACTOR #4 - Pronto Sandblasting |                 |
|--------------------------------------------------------------|---------------------------------------------------------------------|----------------|-----------|----------------------------|-----------------|----------------------------------------------|-----------------|--------------------------------|-----------------|------------------------------------|-----------------|--------------------------------------|-----------------|-------------------------------------|-----------------|
| ITEM NO.                                                     | ITEM DESCRIPTION                                                    | BID QUANTITIES | UNIT      | UNIT BID PRICE             | EXTENDED AMOUNT | UNIT BID PRICE                               | EXTENDED AMOUNT | UNIT BID PRICE                 | EXTENDED AMOUNT | UNIT BID PRICE                     | EXTENDED AMOUNT | UNIT BID PRICE                       | EXTENDED AMOUNT | UNIT BID PRICE                      | EXTENDED AMOUNT |
| EARTHWORK                                                    |                                                                     |                |           |                            |                 |                                              |                 |                                |                 |                                    |                 |                                      |                 |                                     |                 |
| 100.1                                                        | Mobilization                                                        | 1              | LS        | \$ 8,530.00                | \$ 8,530.00     | \$ 5,000.00                                  | \$ 5,000.00     | \$ 13,735.00                   | \$ 13,735.00    | \$ 35,000.00                       | \$ 35,000.00    | \$ 8,500.00                          | \$ 8,500.00     | \$ 750.00                           | \$ 750.00       |
| 100.2                                                        | Insurance and Bond                                                  | 1              | LS        | \$ 8,530.00                | \$ 8,530.00     | \$ 9,000.00                                  | \$ 9,000.00     | \$ 3,355.00                    | \$ 3,355.00     | \$ 10,000.00                       | \$ 10,000.00    | \$ 8,500.00                          | \$ 8,500.00     | \$ 400.00                           | \$ 400.00       |
| 101.1                                                        | Preparing Right-of-Way                                              | 1              | LS        | \$ 8,530.00                | \$ 8,530.00     | \$ 250.00                                    | \$ 250.00       | \$ 3,250.00                    | \$ 3,250.00     | \$ 5,000.00                        | \$ 5,000.00     | \$ 8,500.00                          | \$ 8,500.00     | \$ 300.00                           | \$ 300.00       |
| 103.1                                                        | Remove Concrete Curb                                                | 300            | LF        | \$ 4.00                    | \$ 1,200.00     | \$ 2.50                                      | \$ 750.00       | \$ 10.80                       | \$ 3,240.00     | \$ 3.30                            | \$ 990.00       | \$ 5.64                              | \$ 1,692.00     | \$ 1.00                             | \$ 300.00       |
| 103.3                                                        | Remove Sidewalks and Driveways                                      | 2,490          | SF        | \$ 3.50                    | \$ 8,715.00     | \$ 2.50                                      | \$ 6,225.00     | \$ 2.75                        | \$ 6,847.50     | \$ 2.20                            | \$ 5,478.00     | \$ 4.50                              | \$ 11,205.00    | \$ 3.00                             | \$ 7,470.00     |
| EARTHWORK SUBTOTAL =                                         |                                                                     |                |           | \$                         | 35,505.00       |                                              | \$ 21,225.00    |                                | \$ 30,427.50    |                                    | \$ 56,468.00    |                                      | \$ 38,397.00    |                                     | \$ 9,220.00     |
| BASE & SURFACE COURSES                                       |                                                                     |                |           |                            |                 |                                              |                 |                                |                 |                                    |                 |                                      |                 |                                     |                 |
| 202.1                                                        | Prime Coat                                                          | 2,540          | GAL       | \$ 4.00                    | \$ 10,160.00    | \$ 4.50                                      | \$ 11,430.00    | \$ 4.00                        | \$ 10,160.00    | \$ 4.00                            | \$ 10,160.00    | \$ 5.00                              | \$ 12,700.00    | \$ 7.00                             | \$ 17,780.00    |
| 203.1                                                        | Tack Coat                                                           | 1270           | GAL       | \$ 5.00                    | \$ 6,350.00     | \$ 4.50                                      | \$ 5,715.00     | \$ 3.00                        | \$ 3,810.00     | \$ 3.00                            | \$ 3,810.00     | \$ 6.70                              | \$ 8,509.00     | \$ 7.00                             | \$ 8,890.00     |
| 205.4                                                        | Hot Mix Asphaltic Pavement Type D (2.0 inches pavement thickness)   | 12,700         | SY        | \$ 10.00                   | \$ 127,000.00   | \$ 8.40                                      | \$ 106,680.00   | \$ 7.83                        | \$ 99,441.00    | \$ 12.46                           | \$ 158,242.00   | \$ 11.25                             | \$ 142,875.00   | \$ 35.00                            | \$ 444,500.00   |
| 230.1                                                        | Flexible Pavement Structure Repair (2" Type D & 8" Type B)          | 1,850          | SY        | \$ 40.00                   | \$ 74,000.00    | \$ 46.50                                     | \$ 86,025.00    | \$ 57.26                       | \$ 105,931.00   | \$ 60.33                           | \$ 111,610.50   | \$ 41.15                             | \$ 76,127.50    | \$ 50.00                            | \$ 92,500.00    |
| 315 2007                                                     | Fog Seal (MS-2)                                                     | 1,660          | GAL       | \$ 5.00                    | \$ 8,300.00     | \$ 6.00                                      | \$ 9,960.00     | \$ 4.60                        | \$ 7,636.00     | \$ 8.50                            | \$ 14,110.00    | \$ 6.25                              | \$ 10,375.00    | \$ 10.00                            | \$ 16,600.00    |
| 340 2247                                                     | Dense Graded Hot Mix Asphalt (Method) TY-D PG 70-22 (Level Up)      | 20             | TON       | \$ 82.00                   | \$ 1,640.00     | \$ 80.00                                     | \$ 1,600.00     | \$ 100.00                      | \$ 2,000.00     | \$ 11.75                           | \$ 235.00       | \$ 200.00                            | \$ 4,000.00     | \$ 120.00                           | \$ 2,400.00     |
| 354 2021                                                     | Planning Asphalt Concrete Pavement (0"-2")                          | 12,700         | SY        | \$ 13.00                   | \$ 165,100.00   | \$ 3.50                                      | \$ 44,450.00    | \$ 2.79                        | \$ 35,433.00    | \$ 2.50                            | \$ 31,750.00    | \$ 14.00                             | \$ 177,800.00   | \$ 14.00                            | \$ 177,800.00   |
| BASE & SURFACE COURSES SUBTOTAL =                            |                                                                     |                |           | \$                         | 392,550.00      |                                              | \$ 265,860.00   |                                | \$ 264,411.00   |                                    | \$ 329,917.50   |                                      | \$ 432,386.50   |                                     | \$ 760,470.00   |
| MISCELLANEOUS CONSTRUCTION                                   |                                                                     |                |           |                            |                 |                                              |                 |                                |                 |                                    |                 |                                      |                 |                                     |                 |
| 500.1                                                        | Concrete Curb                                                       | 130            | LF        | \$ 13.00                   | \$ 1,690.00     | \$ 12.50                                     | \$ 1,625.00     | \$ 24.00                       | \$ 3,120.00     | \$ 14.30                           | \$ 1,859.00     | \$ 12.48                             | \$ 1,622.40     | \$ 20.00                            | \$ 2,600.00     |
| 500.4                                                        | Concrete Cub & Gutter                                               | 170            | LF        | \$ 15.00                   | \$ 2,550.00     | \$ 12.50                                     | \$ 2,125.00     | \$ 33.00                       | \$ 5,610.00     | \$ 20.35                           | \$ 3,459.50     | \$ 17.10                             | \$ 2,907.00     | \$ 40.00                            | \$ 6,800.00     |
| 502.1                                                        | Concrete Sidewalks Conventionally Formed (Exposed Aggregate Finish) | 90             | SY        | \$ 55.00                   | \$ 4,950.00     | \$ 53.00                                     | \$ 4,770.00     | \$ 74.75                       | \$ 6,727.50     | \$ 66.60                           | \$ 5,994.00     | \$ 69.15                             | \$ 6,223.50     | \$ 150.00                           | \$ 13,500.00    |
| 502.1                                                        | Concrete Sidewalks Conventionally Formed                            | 10             | SY        | \$ 55.00                   | \$ 550.00       | \$ 45.00                                     | \$ 450.00       | \$ 69.00                       | \$ 690.00       | \$ 55.00                           | \$ 550.00       | \$ 58.25                             | \$ 582.50       | \$ 100.00                           | \$ 1,000.00     |
| 503.1                                                        | Portland Cement Concrete Driveway - Residential                     | 210            | SY        | \$ 55.00                   | \$ 11,550.00    | \$ 50.00                                     | \$ 10,500.00    | \$ 69.00                       | \$ 14,490.00    | \$ 49.50                           | \$ 10,395.00    | \$ 60.00                             | \$ 12,600.00    | \$ 100.00                           | \$ 21,000.00    |
| 512.1                                                        | Adjusting Existing Manholes                                         | 2              | EA        | \$ 1,200.00                | \$ 2,400.00     | \$ 250.00                                    | \$ 500.00       | \$ 500.00                      | \$ 1,000.00     | \$ 550.00                          | \$ 1,100.00     | \$ 1,500.00                          | \$ 3,000.00     | \$ 300.00                           | \$ 600.00       |
| 513.1                                                        | Removing and Relocating Mail Boxes (Ornamental)                     | 1              | EA        | \$ 1,000.00                | \$ 1,000.00     | \$ 75.00                                     | \$ 75.00        | \$ 200.00                      | \$ 200.00       | \$ 220.00                          | \$ 220.00       | \$ 350.00                            | \$ 350.00       | \$ 700.00                           | \$ 700.00       |
| 516.2                                                        | St. Augustine Sodding                                               | 40             | SY        | \$ 5.00                    | \$ 200.00       | \$ 4.00                                      | \$ 160.00       | \$ 18.00                       | \$ 720.00       | \$ 13.20                           | \$ 528.00       | \$ 9.55                              | \$ 382.00       | \$ 10.00                            | \$ 400.00       |
| 530.1                                                        | Barricades, Signs and Traffic Handling                              | 1              | LS        | \$ 8,530.00                | \$ 8,530.00     | \$ 2,000.00                                  | \$ 2,000.00     | \$ 7,500.00                    | \$ 7,500.00     | \$ 20,000.00                       | \$ 20,000.00    | \$ 10,250.00                         | \$ 10,250.00    | \$ 12,000.00                        | \$ 12,000.00    |
| 540.10                                                       | Curb Inlet Gravel Filters                                           | 10             | LF        | \$ 11.00                   | \$ 110.00       | \$ 20.00                                     | \$ 200.00       | \$ 50.00                       | \$ 500.00       | \$ 16.50                           | \$ 165.00       | \$ 14.50                             | \$ 145.00       | \$ 10.00                            | \$ 100.00       |
| 712 2005                                                     | Joint/Crack Seal (Rubber Asphalt)                                   | 1              | Lane mile | \$ 700.00                  | \$ 700.00       | \$ 5,300.00                                  | \$ 5,300.00     | \$ 3,500.00                    | \$ 3,500.00     | \$ 8,500.00                        | \$ 8,500.00     | \$ 1,250.00                          | \$ 1,250.00     | \$ 10,000.00                        | \$ 10,000.00    |
| MISCELLANEOUS CONSTRUCTION SUBTOTAL =                        |                                                                     |                |           | \$                         | 34,230.00       |                                              | \$ 27,705.00    |                                | \$ 44,057.50    |                                    | \$ 52,770.50    |                                      | \$ 39,312.40    |                                     | \$ 68,700.00    |
| TOTAL BID AMOUNT                                             |                                                                     |                |           | \$                         | 462,285.00      |                                              | \$ 314,790.00   |                                | \$ 338,896.00   |                                    | \$ 439,156.00   |                                      | \$ 510,095.90   |                                     | \$ 838,390.00   |
| EXTRA ITEMS                                                  |                                                                     |                |           |                            |                 |                                              |                 |                                |                 |                                    |                 |                                      |                 |                                     |                 |
| 103.4                                                        | Remove Miscellaneous Concrete                                       | 75             | SF        | \$ -                       | \$ -            | \$ 3.50                                      | \$ 262.50       | \$ 6.00                        | \$ 450.00       | \$ 2.20                            | \$ 165.00       | \$ 7.00                              | \$ 525.00       | \$ 10.00                            | \$ 750.00       |
| 234.1                                                        | Base Reinforcement (TX 140)                                         | 650            | SY        | \$ -                       | \$ -            | \$ 4.50                                      | \$ 2,925.00     | \$ 3.00                        | \$ 1,950.00     | \$ 5.35                            | \$ 3,477.50     | \$ 9.00                              | \$ 5,850.00     | \$ 7.00                             | \$ 4,550.00     |
| 512.3                                                        | Valve Box Adjustments                                               | 4              | EA        | \$ -                       | \$ -            | \$ 65.00                                     | \$ 260.00       | \$ 250.00                      | \$ 1,000.00     | \$ 247.50                          | \$ 990.00       | \$ 125.00                            | \$ 500.00       | \$ 100.00                           | \$ 400.00       |
| EXTRA ITEMS SUBTOTAL =                                       |                                                                     |                |           | \$                         |                 |                                              | \$ 3,447.50     |                                | \$ 3,400.00     |                                    | \$ 4,632.50     |                                      | \$ 6,875.00     |                                     | \$ 5,700.00     |
| TOTAL BID AMOUNT WITH EXTRAS                                 |                                                                     |                |           | \$                         | 462,285.00      | \$                                           | 318,237.50      | \$                             | 342,296.00      | \$                                 | 443,788.50      | \$                                   | 516,970.90      | \$                                  | 844,090.00      |
|                                                              |                                                                     |                |           | Contingency 10%            |                 | \$                                           | 46,228.50       | Math Error                     |                 |                                    |                 | Wrong Bid Form/Math Error            |                 |                                     |                 |
| Note: Kickapoo Empire Used Outdated Bid Form dated 4/25/2013 |                                                                     |                |           |                            |                 | \$                                           | 508,513.50      |                                |                 |                                    |                 |                                      |                 |                                     |                 |



**RESOLUTION NO. 2013- 443(R)**

**A RESOLUTION AWARDDING A CONTRACT TO AJ  
COMMERCIAL SERVICES (ASC) FOR THE WINDCREST  
ROADWAY CIP PACKAGE #1.**

**WHEREAS**, on December 13, 2012 the City of Windcrest City Council adopted Resolution 2012-416(R) selecting IDS Engineering Group to provide engineering services for the City's roadway capital improvement program subject to the negotiation by the city manager of a contract for such services; and

**WHEREAS**, on February 25, 2013 the City of Windcrest City Council adopted Resolution 2013-417(R), approving a contract and the fee of IDS Engineering Group for Engineering Services for the City's Roadway Capital Improvement Program and authorizing the City Manager to issue a request for proposals or bids for the construction of such roadway capital improvements throughout the City of Windcrest; and

**WHEREAS**, on May 17, 2013 the City of Windcrest released an Invitation for Bids for WINDCREST ROADWAY CIP PACKAGE #1, and advertised notices for such bids on May 20, 2013 and May 27, 2013 in the City of Windcrest's Newspaper of Record; and

**WHEREAS**, on June 14, 2013 in the City Council Chambers, five sealed bids from prospective contractors were opened and reviewed. AJ Commercial Services (ASC) was the low bidder for the Base Bid and Extra Items (103.4 Remove Miscellaneous Concrete, 234.1 Base Reinforcement (TX140), and 512.3 Valve Box Adjustments) at Three Hundred and Eighteen Thousand, Two Hundred and Thirty-Seven Dollars and Fifty Cents (\$318,237.50);and

**WHEREAS**, the funding for the Windcrest Roadway CIP Package #1 is budgeted from the City of Windcrest Capital Improvement Budget.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS**, the City Council of the City of Windcrest hereby awards a contract in the amount of Three Hundred and Eighteen Thousand, Two Hundred and Thirty-Seven Dollars and Fifty Cents (\$318,237.50) for the Windcrest Roadway CIP Package #1 to AJ Commercial Services (ASC). The City Manager is authorized to negotiate and execute all documents on behalf of the City.

**PASSED AND APPROVED ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

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Alan E. Baxter, Mayor

ATTEST

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Kelly Rodriguez, City Secretary

APPROVED AS TO FORM

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Michael Brennan, City Attorney



## **City Council Agenda Item Report**

**July 1, 2013**

**Contact – Dan Reese/ Michael McAlear**  
dreese@windcrest-tx.gov / mmcalear@windcrest-tx.gov

**Resolution #: 2013-444 (R)**

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**SUBJECT: Deliberation and possible action on a resolution authorizing the purchase of trolley operators and corresponding equipment.**

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**1. BACKGROUND/HISTORY**

Trolley operators and corresponding equipment on City Hall Fire bay doors are in need of replacement to ensure prompt and reliable response times and to preserve employee and residential safety.

**2. FINDINGS/CURRENT ACTIVITY**

Quotes for the required trolley operators and corresponding equipment were solicited from 17 vendors. 5 bids were received by the finance department. **Bids are displayed in the attached quote sheet.** Miner Corporation placed the best value bid of \$20,412.00.

**3. FINANCIAL IMPACT -**

\$20,412.00 will be funded from the Facility Maintenance line Item 01-520-600.

**ACTION OPTIONS/RECOMMENDATION**

Staff recommends the purchase of trolley operators and corresponding equipment from Miner Corporation in the amount of \$20,412.00.

## Motor Operators / Communication Lights

Date: June 3, 2013



Done Right. Right Now.

### PREPARED FOR:

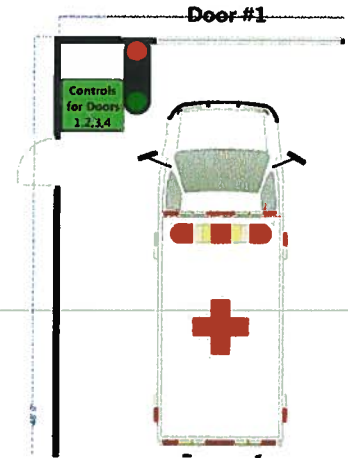
Dan Reese  
WINDCREST FIRE DEPARTMENT  
8601 Midcrown  
Windcrest, Texas 78239  
210-693-8197  
[dreese@windcrest-tx.gov](mailto:dreese@windcrest-tx.gov)

### PREPARED BY:

Sam Beltran  
Miner Central Texas  
11827 Tech Com Road  
San Antonio, Texas 78233  
210-889-6876  
[sbeltran@minercorp.com](mailto:sbeltran@minercorp.com)

## Parts, Service or Accessories to be provided by Miner Central Texas

1. Supply and install 7-T5011I4 with 12' rail and extra limit switches for red and green light (Control Board)
2. 7 - Pneumatic safety edges
3. 7 - Extra Pairs of safety eyes
4. 7 - Single push button remote controls
5. LED Red/Green Communication Lights to activate when doors are in operation.
6. Use existing power and controls per spec sheet.



Each position to install motor and communication lights is \$2,916.00 a total of \$20,412.00 plus tax if applicable

The above pricing includes material and labor described above. Work to be performed during regular business hours, Monday through Friday between 8am and 4:30pm. Work required during hours other than normal business hours will include extra charges.

## CUSTOMER ACCEPTANCE

Approval Signature

Printed Name

PO#

Date

## Motor Operators / Communication Lights

Date: June 3, 2013



**Done Right. Right Now.**

### Terms & Conditions:

Unless otherwise stated in writing, the following terms and conditions of sale become a part of the proposal. "Company" refers to The Miner Corporation.

#### 1. PRICES

- a. Are firm for acceptance within 30 days from the date of quotation, provided quotation is for production and for shipment of equipment within 16 weeks from the date of quotation.
- b. Are subject to increase equal in amount to any tax Company may be required to collect or pay on the sale.
- c. Are subject to any price increase resulting from Buyer requested changes in the equipment or changes in the production schedule.
- d. Are subject to increase due to surcharges or price increases by manufacturers prior to shipment.

#### 2. SHIPMENT

Shipment is F.O.B. from place of manufacture. Buyer shall bear all costs of freight and insurance in connection with delivery. Upon request of Buyer, Company may prepay freight and insurance charges on behalf of Buyer and bill such charges to Buyer. In either event, risk of loss or damage in transit passes to Buyer upon *delivery to carrier*.

#### 3. DELIVERY

- a. The Company will endeavor to secure shipment of orders as scheduled. However, all shipment dates are approximate only, and the Company reserves the right to readjust shipment schedules.
- b. Under no circumstances will the Company be responsible or incur any liability for costs or damages of any nature (whether general, consequential as a penalty or liquidated damages, or otherwise) arising out of or owing to (1) delays in delivery or (2) failure to make delivery at agreed or specified times due to circumstances beyond its reasonable control.
- c. If delivery is refused or shipment is suspended by Buyer, Buyer shall pay (1) Company's invoice for Equipment as per payout terms, (2) Company's handling and storage charges, and (3) demurrage charges.

#### 4. CANCELLATION

Buyer cannot cancel orders placed with the Company except with the Company's expressed written consent, and upon terms and payment to the Company indemnifying the Company against loss, including but not limited to expenses incurred and commitments made by the Company. Cancellation will be a minimum of 25% of the total Contract Sum.

#### 5. CONCEALED OR UNKNOWN

Concealed or unknown conditions below the surface of the ground or in an existing structure may be encountered that differ materially from those recognized as inherently part of the contract. In the event, the Contract Sum shall be equitably adjusted by Change Order upon claim by the Company.

#### 6. PERFORMANCE REQUIREMENTS

The equipment furnished under the contract will be as stated, and Buyer has selected same based on the specification (type, amount, source end products, and intended use of Buyer) of the material to be handled or processed by Buyer and the Local, State and Federal Regulations in existence on the date of the Proposed Contract. Changes in the equipment requirements may result from matters determined by surveys, studies, approvals, and permits or from changes in the material specification by Buyer or from changes in the Local, State, and Federal Regulations. In this event, the Contract Sum shall be equitably adjusted by Change Order upon claim by the Company.

#### 7. INFORMATION AND SERVICE REQUIRED OF THE BUYER

- a. The Buyer shall furnish all necessary surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and legal description of the site.
- b. The Buyer shall secure and pay for all necessary surveys, studies, approvals, easements, assessments, notices, and permits required for the construction and use of permanent structures or for permanent changes to existing facilities.
- c. Information or services under the Buyer's control shall be furnished by the Buyer with reasonable promptness to avoid delay in the orderly progress of the work.
- d. Roof or wall openings, flashing, and counter flashing shall be furnished by the Buyer.
- e. Electric, water, steam, fuel, compressed air, storm/sanitary drain, and other utility sources or connections shall be furnished by the Buyer.
- f. Labor and material required to make connection between the equipment furnished under the contract and the utilities shall be provided by the Buyer.
- g. Labor and material required to make field connections between equipment components (except reconnection of items dismantled for shipment) shall be provided by the buyer.
- h. Site access and site conditions to allow for unimpeded use of installation equipment is the responsibility of the Buyer.
- i. The Buyer shall secure and pay for all testing required by Local, State, and Federal Regulations

#### 8. SERVICE WARRANTY

Company warrants all service performed hereunder to be performed in a workmanlike manner and free from defects in workmanship upon completion. Company's obligation and Buyer's sole remedy, hereunder shall be limited to repair by Company of any defects discovered and reported in writing to company within 90 days after completion of services hereunder, without charge to Buyer, or (at Company's option) return of the contract price for such defective devices.

#### 9. EQUIPMENT AND PARTS WARRANTY

Company's obligation, and Buyer's sole remedy relative to equipment and parts warranty by manufacturers thereof, is to secure manufacturer's warranty on behalf of Buyer, and assist Buyer in the presentation of any warranty claim, but Company makes no warranty in addition thereto.

#### 10. ACCEPTANCE AND GOVERNING PROVISIONS

This writing constitutes an offer by the Company to sell products and/or services described herein and expires upon written notice or thirty (30) days from this date, whichever occurs first. This offer is, however, entirely contingent upon acceptance by Company's supplier of a corresponding purchase order from Company. Acceptance of this offer is limited to the terms and conditions hereof, and any such other matter in buyer's forms or correspondence shall not become part hereof and same shall not be binding upon Company unless agreed to in writing, signed by an Officer of the Company. When accepted by Buyer, this writing shall constitute the entire agreement between Company and Buyer on the subject hereof, except as amended by a writing signed by Company. This offer and any agreement arising out of it shall be governed by and construed in accordance with the internal laws of the State of Texas.



# WINDCREST TEXAS

## TELEPHONE/WRITTEN QUOTE FORM

Department Name/Number: FIRE DEPARTMENT / 503

Description of Item: BAY DOOR TROLLEY OPERATORS AND EQUIPMENT

Budgeted in Acct #: 01-510-600

| Vendor Name/Address    | Amount of Quote        | Terms/Remarks                                                   |
|------------------------|------------------------|-----------------------------------------------------------------|
| ALAMO DOOR SYSTEMS     | NOT RESPONSIVE         |                                                                 |
| TEXDOORS LTD           | 19978.00               | DOES NOT INCLUDE ELECTRICAL WIRING                              |
| OVERHEAD DOOR          | 19061.57               | DOES NOT INCLUDE ELECTRICAL WIRING                              |
| SOUTHERN DOCK PRODUCTS | 20,516.80<br>21,326.80 | EXISTING CONTROLS<br>NEW CONTROLS<br>INCLUDES ELECTRICAL WIRING |
| MINER CORPORATION      | 20,412.00              | EXISTING CONTROLS/ INCLUDES<br>ELECTRICAL WIRING                |
|                        |                        |                                                                 |

COMMENTS: \_\_\_\_\_

RECOMMENDED VENDOR: MINER CORP

REASON: BEST VALUE (LOW BID INCLUDING NESSECARY ELECTRICAL WORK)

IF LESS THAN THREE QUOTES ARE OBTAINED, CHECK THE FOLLOWING REASON:

☐ Sole Source

☐ State Contract

☐ Other: \_\_\_\_\_

Signature of Person Receiving Quotes

Date

Approval by Department Head:

Signature

Date

-----To be Completed by Finance / City Manager's Office (if required)-----

Approval by Municipal Finance Officer :

Signature

Date

Approval by City Manager:

Signature

Date

Council approval (if required):

Council Approval



# WINDCREST TEXAS

## RESOLUTION NUMBER 2013-444(R)

**A RESOLUTION AUTHORIZING THE PURCHASE OF TROLLEY OPERATORS AND CORRESPONDING EQUIPMENT FROM THE MINER CORPORATION FOR A PRICE OF \$20,412.00 AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR SUCH PURCHASE**

WHEREAS, it will promote the safety and welfare of the citizens of the City of Windcrest to purchase the trolley operators and corresponding equipment displayed in attachment A; and

WHEREAS, the City of Windcrest City Council authorizes the purchase of the trolley operators and corresponding equipment displayed in attachment A from Miner Corporation in accordance with purchasing guidelines.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that:

1. The purchase of the trolley operators and corresponding equipment displayed in attachment A for a price of \$20,412.00 is approved.
2. The City Manager is authorized to negotiate and execute a contract with Miner Corporation for such purchase.

DULY PASSED AND APPROVED, on the 1<sup>st</sup> day of July, 2013 at a special meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

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Alan Baxter, Mayor

**ATTEST:**

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Kelly Rodriguez, City Secretary

APPROVED AS TO FORM

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Michael Brennan, City Attorney