

AN ORDINANCE **2006-06-08-0677**

**ACCEPTING THE BID SUBMITTED BY PETROLEUM SOLUTIONS, INC. TO PROVIDE FUEL MONITORING EQUIPMENT AND INSTALLATION FOR A TOTAL COST OF \$32,842.00, FROM THE EQUIPMENT RENEWAL AND REPLACEMENT FUND.**

\* \* \* \* \*

**WHEREAS**, a bid was submitted to provide the City of San Antonio with fuel monitoring equipment and installation; and

**WHEREAS**, the bid was submitted by Petroleum Solutions, Inc. for a total amount of \$32,842.00; **NOW THEREFORE**:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The bid submitted by Petroleum Solutions, Inc. to provide the City of San Antonio with fuel monitoring equipment and installation for a total amount of \$32,842.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits and insurance certificates. The bid and bid tabulation sheet are attached hereto and incorporated herein for all purposes as Exhibit A.

**SECTION 2.** The amount of \$32,842.00 is authorized to be paid from Fund 72-001000, Equipment Renewal and Replacement Fund, in GL 5301020, entitled Maintenance & Repair Parts-Automotive, in Cost Center 1503200001, and is authorized to be made payable to Petroleum Solutions, Inc when the purchase order has been issued. All expenditures will be in accordance with the FY 2005-2006 budget approved by City Council.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Acting Director of Finance, City of San Antonio. The Acting Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This ordinance shall take effect June 18, 2006.

**PASSED AND APPROVED** this 8<sup>th</sup> day of June, 2006.

  
M A Y O R

**PHIL HARBERGER**

**ATTEST:**

  
City Clerk

**APPROVED AS TO FORM:**

  
City Attorney

## City of San Antonio Bid Tabulation

Opened: March 10, 2006		Petroleum Solutions, Inc.
For: Fuel Monitoring Equipment and Installation		
06-050-MR	MR	9907 Iota
		San Antonio, TX 78217
Item	Description	
1	Fuel Monitoring Equipment & Installation Southeast Service Center	\$6,035.00
2	Northeast Service Center	\$9,234.00
3	Patrol Northwest Police Substation	\$8,667.00
4	Patrol South Police Substation	\$8,906.00
	Delivery Completion Terms	15 Days 60 Days Net 30
<b>Total Award</b>		<b>\$32,842.00</b>

CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: MR  
BID NO.: 06-050-MR

Date Issued: February 23, 2006  
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FORMAL INVITATION FOR BIDS  
FUEL MONITORING EQUIPMENT AND INSTALLATION

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time March 10, 2006.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%  
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids Specifications and General Requirements  
Terms and Conditions of Invitation for Bids Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: Bob Bissen Firm Name: Petroleum Solutions Inc  
(Please Print or Type)

Address: 9907 Iota

Bob Bissen  
Signature of Person Authorized to Sign Bid

City, State, Zip Code: San Antonio Tx 78217

Email Address: bbissen@petroleum  
solutionsinc.com

Telephone No.: 661-2489

Fax No.: 661-7904

Please complete the following:

Prompt Payment Discount:      %      days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority  Hispanic  African-American  Other Minority (specify)                     

Female Owned  Handicapped Owned  Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status:  Partnership  Corporation  Sole Proprietorship  Other (specify)                     

Tax Identification Number: 17425890872 Social Security Number:     -    -    

FOR CITY USE ONLY

AWARD

Items Accepted: \_\_\_\_\_ Ordinance No: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Approved: \_\_\_\_\_

CITY OF SAN ANTONIO

**TERMS AND CONDITIONS OF INVITATION FOR BIDS****READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

**2. PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the Invitation for Bids.
- (b) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- (c) Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.

- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

### 3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

### 4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

### 5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within ten days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, ten days after award of the contract.

### 6. SUBMISSION OF BIDS

- (a) Bids in triplicate shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

**7. REJECTION OF BIDS**

(a) The City may reject a bid if:

1. The bidder misstates or conceals any material fact in the bid; or
2. The bid does not strictly conform to law or the requirements of the bid;
3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.

(b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.

(c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

**8. WITHDRAWAL OF BIDS**

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

**9. LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid opening will not be considered.

**10. CLARIFICATION TO BID SPECIFICATIONS**

(a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before seven calendar days prior to the scheduled opening.

(b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

**11. DISCOUNTS**

- ~~(a)~~ Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**12. AWARD OF CONTRACT**

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

**13. CONTRACT TERMINATION****TERMINATION-BREACH:**

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

## TERMINATION-NOTICE:

- (b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice sixty days prior to the date of cancellation of the contract.

## TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

## 14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

## 15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within ten days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

#### 16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

#### 17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

#### 18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

#### 19. INDEMNITY

- (a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and

representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.

- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY, PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

## 20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

## 21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

## 22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

## 23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

**24. ASSIGNMENT**

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

**25. INTERLOCAL PARTICIPATION**

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

**CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.**

**26. QUESTIONS**

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260 and referenced by bid number.

**SPECIFICATIONS AND GENERAL REQUIREMENTS****SCOPE:**

The City of San Antonio is soliciting bids for fuel monitoring equipment and for a contractor to provide labor, materials and equipment for the installation, and connection to existing systems in accordance with the specifications listed herein. This work is needed by the Purchasing and General Services Department to provide accurate centralized monitoring tank level measurements.

**GENERAL CONDITIONS:**

## General Requirements:

- A. The contractor shall familiarize themselves with the site, prior to bidding, and be held to have examined the same and be satisfied as to the extent of the work and as to the conditions under which they will be obligated to perform the work or that will in any manner affect the work under this contract. Before ordering any material or doing any work, contractor shall inspect each installation location; verify all critical dimensions, and all other conditions under which the work is to be performed. The Contractor shall verify all equipment specifications and report any incompatibilities or issues which would negatively affect project to the project manager. No exchange or compensation will be allowed on account of differences.
- B. Contractor shall be available for consultation and conferencing regarding project at the request of the project manager within 24 hours of verbal or written request at project site or City facility. This service shall be considered a part of this project and shall not be subject to additional fees or costs.
- C. Contractor shall have all required insurance such as workers compensation, property and auto liability with limits as shown herein and hold all proper and current licenses and bonds. In addition, contractor is responsible for obtaining any and all required permits and inspections as required by the Department of Developmental Services and other Departments as necessary.
- D. The contractor shall supply all labor, materials, transportation, and tools necessary for the proper execution and completion of the work, and shall perform in the best and most workmanlike manner the complete installation and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with the contract documents. Contractor shall provide full time supervision and properly skilled craftsmen to perform the work required under this bid invitation.
- E. The contractor shall furnish and pay for all means of removing all trash and debris generated by his work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the building or surrounding areas. Upon completion of the work, the construction area shall be left clean and free of any and all trash, scraps, cartons, etc.
- F. Contractor shall prevent entrance and or accumulation of debris or other waste material to flow or be washed into existing watercourses, ditches, gutters, drains, pipes, or structures.
- G. The contractor shall confine his operations and work force to the space allowed by law and as allotted by the owner and shall take proper measures to protect adjacent equipment which might be damaged by any process of the work in the contract. The contractor at his expense shall protect and be responsible for any damage to adjacent buildings, property, etc. In case of damage, the contractor shall restore at his/her own expense. The damaged property to a condition similar or equal to that existing before such injury or damage was done to the satisfaction of the Department for which services are provided.
- H. The location of the work may require safety equipment for installation. Contractor is responsible for any required special equipment. The contractor shall provide any and all barricades and lights for the project or portion of the project within which operations are being conducted.

- I. Parking for contractor owned vehicles may be provided. Please coordinate with the project manager or technical consultant for further information. Contractor shall be responsible for the security and safety of owned equipment.
- J. Contractor shall make all efforts to be within full compliance with any Federal, State, or local laws and ordinances which pertain to safety of workers and workplace.
- K. The contractor shall furnish to the owner no less than a written one-year guarantee on work and materials provided. The Contractor shall also provide manufactures written warranty on the materials if applicable. The guarantee is to be effective from date of acceptance. Any work found to be defective due to workmanship or materials shall be repaired or replaced by contractor at no cost to owner.
- L. The owner/inspector will periodically monitor the work and accomplish and inspection after completion of work for final approval and release.
- M. Contractor must coordinate the timing of work with City. Non-Prime time hours may be required and shall be included in price. Please refer to technical contacts for further information.
- N. Since weather and other factors beyond the control of the parties of this agreement may affect the work schedule, additional calendar days must be agreed in writing between contractor and City department which is requesting work.
- O. This job is classified as INSTALLATION.
- P. Contractor shall be required to submit a completed vendor application form if they are not currently registered with the City of San Antonio before a PO may be issued.
- Q. REQUESTS FOR BID EXTENSION: Valid requests for bid extension may be considered. Please contact Marc Ripley, Special Projects @ 210-207-4050 for a determination.

R. INSURANCE AND INDEMNIFICATION REQUIREMENTS

**INSURANCE REQUIREMENTS:**

The contractor shall maintain, for the duration of this agreement and any extensions or renewals hereof, insurance by a company or companies qualified to do business in the State of Texas, and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

Type	Amount
*Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

\*Any alternate workers compensation employer's liability insurance plan submitted by the vendor must be approved by the City's Risk Management Dept.

Contractor shall provide the City with 30 days advance notice, in writing, of cancellation or material change in coverage. Workers' Compensation Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

#### O. WAGE AND HOUR LABOR STANDARDS:

Chapter 2258, Texas Gov't Code, requires that, in accordance with any City of San Antonio Contract, not less than the general prevailing wage rates (minimum hourly base pay and minimum hourly fringe benefit contribution) for work of similar character be paid to contractor and subcontractor's employees. These wage rates are derived from the most current applicable federal rates published by the United States Department of Labor.

Any deviation from Wage and Hour Labor Standards may be cause for the City's withholding periodic, interim or final payment to the contractor until such deviations are properly corrected.

##### Definitions:

(a) Prevailing Wage Rate - that rate which has been determined by City to be the applicable prevailing wage rate, including the per diem rate and the rate for legal holiday and overtime work, for each category of worker.

(b) Worker - person employed by Contractor or a Subcontractor in the execution of this contract. A worker includes, but is not limited to, laborers and mechanics.

##### Payment of Prevailing Wage Rate

Contractor shall pay to its workers not less than the prevailing wage rate for that class of worker. Further, Contractor shall stipulate in all contracts with subcontractors engaged by Contractor in furtherance of the execution of this agreement that said subcontractors pay not less than the prevailing wage rate for its workers, and shall attach as an exhibit to said contracts a copy of Attachment "1".

##### Penalty for Non-payment

A Contractor or Subcontractor, who pays less than the prevailing wage rate to its workers, shall pay to City Sixty Dollars (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in this contract. Contractor shall stipulate in all contracts with subcontractors engaged by Contractor in furtherance of the execution of this agreement that Subcontractor is subject to this \$60.00 penalty if Subcontractor fails to pay said prevailing wage rates to its workers.

In accordance with Chapter 2258, Texas Gov't Code, City shall be entitled to withhold payment from Contractor under the contract to satisfy this penalty, even if the party incurring the penalty is a Subcontractor of Contractor. If City withholds payment from Contractor as a result of a Subcontractor's violation, Contractor may withhold payment from said Subcontractor in accordance with said Chapter 2258. Further, release or disbursement of funds withheld, as a penalty hereunder shall be governed by said Chapter 2258.

#### Records

The contractor and each subcontractor shall prepare payroll reports in accordance with instructions furnished by the Wage and Hour Compliance Office of the City of San Antonio. Such payrolls shall contain the name and address of each such employee, his correct labor classification, rate of pay, and daily and weekly number of hours worked, any deductions made, and actual basic and fringe benefits paid. The contractor shall submit payroll records each week, and no later than seven (7) working days following completion of the workweek being processed, to the Wage and Hour Compliance Office, City of San Antonio. These payroll records shall include certified copies of all payrolls of the contractor and his subcontractors, being understood that the general contractor shall be responsible for the submission and general mathematical accuracy of the payrolls from all his subcontractors. Each payroll shall be on forms deemed satisfactory to the City of San Antonio's Wage and Hour Compliance Office, and shall contain a "Statement of Compliance", as called for by the documents. Such payrolls will be forwarded to City of San Antonio, Wage and Hour Compliance Office, P.O. Box 839966, San Antonio, Texas 78283-3966.

Copies of payroll submittals and basic supporting payroll records of the contractor/subcontractors accounting for all laborers/mechanics employed under the work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years after completion of the project.

Contractor and Subcontractor shall keep a record showing: (1) the name and occupation of each worker employed by the Contractor or Subcontractor; and (2) the actual per diem wages, including legal holiday and overtime wages, paid to each worker. These records shall be open at all reasonable hours to inspection by the officers and agents of City. Contractor shall stipulate in all contracts with subcontractors engaged by Contractor in furtherance of the execution of this agreement that Subcontractors must maintain and make available for inspection the records as described in this article.

#### P. PAYMENT & PERFORMANCE BONDS:

Contractor shall provide a payment bond in the full amount of the contract price as security for all persons supplying labor and material in the performance of this contract. Contractor shall also provide a performance bond in the full amount of the contract price for bid submissions which are \$100,000.00 or greater. The performance bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. The performance bond shall further guarantee the principal's performance of all terms and obligations under this contract. Each bond must be furnished within (10) days of notification and prior to commencement of work under this contract. Said bonds shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bonds must be in a form acceptable to City. Said bonds must have attached thereto a Power of Attorney as evidence of the authority of the person

executing the bonds to bind the surety. These bonds must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53.

**REQUIREMENTS:**

1. The successful bidder shall be an authorized Veeder Root Environmental Distributor.
2. The successful bidder must be a registered and licensed contractor with the Texas Commission on Environmental Quality (TCEQ). A copy of the Certificate of Registration must be attached to the bid as well as a copy of the Installers License A and B as required by TAC Chapter 334, Underground and Aboveground Storage Tanks regulations.
3. Awarded Contractor shall:
  - a. File all necessary TCEQ construction notifications and obtain all applicable local, state, & federal permits.
  - b. Install upgrade modules
  - c. Re-program consoles
  - d. Add site to "Downtown" software program
  - e. Provide adequate supervision for complete project.

**DETAILED SPECIFICATIONS:****CONTRACTOR SHALL:**

1. Mount equipment as required per each site's specifications.
2. Run conduit as required per each site's specifications.
3. Pull wire through existing conduit or newly installed conduit as required per each site's specifications.
4. Connect and interface new equipment with the City's Automated Fueling Dispensing System (NBCS, Inc 972-929-5151).
5. Operate and validate the interface of new equipment with existing Automated Fueling Dispensing System.
6. Interface new, monitoring equipment with existing Veeder-Root TLS 350 tank monitor system and Inform Software business information reconciliation system (BIR).
7. Operate and validate interface of new, monitoring equipment with existing Veeder-Root TLS 350 tank monitor system and Inform Software business information reconciliation system (BIR).

**EQUIPMENT & SITE SPECIFICATIONS:**

1. Southeast Service Center: 7402 S. New Braunfels:
  - a. Tank Monitoring Equipment:
    - i. One Each: TCIP Module # 330020-425
    - ii. Four Each: Pulsars # 787491-003
    - iii. One Each: ECPU Board # 331500-308
    - iv. One Each: External Alarm # 790091-001
    - v. One Each: Alarm Switch # 790095-001
    - vi. One Each: Four Output Relay Board # 329359-001
  - b. Project Detail Scope:
    - i. Perform any required electrical work (running conduit, wire, etc.) required at Southeast Service Center.
    - ii. Installation of new equipment at Southeast Service Center.

- iii. Connect & interface new, fueling dispenser unit at Southeast Service Center with existing Automated Fueling Dispensing System.
  - iv. Operate & validate the interface of new, fueling dispenser unit at Southeast Service Center with existing Automated Fueling Dispensing System.
  - v. Connect & interface new, fueling dispenser unit at Southeast Service Center with existing Veeder-Root TLS 350 tank monitor system and Inform Software business information reconciliation system (BIR).
  - c. Additional electrical work:
    - i. Mount external alarm and switch on the outside of the existing building, run conduit and wire down the side of the building, wire in and test.
    - ii. Install alarm system on the fuel building and the tanks.
2. Northeast Service Center: 10303 Tool Yard
- a. Tank Monitoring Equipment:
    - i. One Each: TCIP Module # 330020-425
    - ii. Three Each: Pulsar Splitters
    - iii. One Each: External Alarm # 790091-001
    - iv. One Each: Alarm Switch # 790095-001
    - v. Two Each: LV DIM Module # 331214-001
    - vi. One Each: Four Output Relay # 329359-001
    - vii. One Each: ECPU Board # 331500-308
    - viii. One Each: BIR Software # 330160-100
    - ix. One Each: CSLD Software # 330160-102
  - b. Project Detail Scope:
    - i. Perform any electrical work (running conduit, wire, etc.) required at Northeast Service Center.
    - ii. Installation of new equipment at Northeast Service Center.
    - iii. Connect & interface new, fueling dispenser unit at Northeast Service Center with existing Automated Fueling Dispensing System.
    - iv. Operate & validate the interface of new, fueling dispenser unit at Northeast Service Center with existing Automated Fueling Dispensing System.
    - v. Connect & interface new, fueling dispenser unit at Northeast Service Center with existing Veeder-Root TLS 350 tank monitor system and Inform Software business information reconciliation system (BIR).
  - c. Additional electrical work:
    - i. Mount external alarm and switch on the outside electrical rack, pull wire through existing conduits and test.
3. Patrol South Police Substation: 711 W. Mayfield
- a. Tank Monitoring Equipment:
    - i. One Each: TCIP Module # 330020-425
    - ii. Eight Each: Pulsar # 330250-001
    - iii. One Each: ECPU Board # 331500-308
    - iv. One Each: BIR Software # 330160-100
    - v. One Each: CSLD Software # 330160-102
    - vi. One Each: External Alarm # 790091-001
    - vii. One Each: Alarm Switch # 790095-001
    - viii. One Each: Four Output Relay Board # 329359-001

- b. Project Detail Scope:
    - i. Electrical work (running conduit, wire, etc.) at Patrol South Police Substation.
    - ii. Installation of new equipment at Patrol South Police Substation.
    - iii. Connect & interface new, fueling dispenser unit at Patrol South Police Substation with existing Automated Fueling Dispensing System.
    - iv. Operate & validate the interface of new, fueling dispenser unit at Patrol South Police Substation with existing Automated Fueling Dispensing System.
    - v. Connect & interface new, fueling dispenser unit at Patrol South Police Substation with existing Veeder-Root TLS 350 tank monitor system and Inform Software business information reconciliation system (BIR).
  - c. Electrical work:
    - i. Mount external alarm and switch on the outside of the existing canopy pole, run conduit and wire down the side of the canopy pole, wire in and test. Verify that there is existing electrical power at the fuel island for this equipment.
4. Patrol Northwest Police Substation: 5020 Prue Rd.
- a. Tank Monitoring Equipment:
    - i. One Each: TCIP Module # 330020-425
    - ii. Four Each: Pulsar Splitters
    - iii. One Each: ECPU Board # 331500-308
    - iv. One Each: BIR Software # 330160-100
    - v. One Each: External Alarm # 790091-001
    - vi. One Each: Alarm Switch # 790095-001
    - vii. One Each: Four Output # 329359-001
    - viii. Two Each: LV DIM Modules # 331214-001
  - b. Project Detail Scope:
    - i. Perform any electrical work (running conduit, wire, etc.) required at Patrol Northwest Police Substation.
    - ii. Installation of new equipment at Patrol Northwest Police Substation.
    - iii. Connect & interface new, fueling dispenser unit at Patrol Northwest Police Substation with existing Automated Fueling Dispensing System.
    - iv. Operate & validate the interface of new, fueling dispenser unit at Patrol Northwest Police Substation with existing Automated Fueling Dispensing System.
    - v. Connect & interface new, fueling dispenser unit at Patrol Northwest Police Substation with existing Veeder-Root TLS 350 tank monitor system and Inform Software business information reconciliation system (BIR).
  - c. Additional electrical work:
    - i. Furnish labor and materials to pipe and re-pull 4 extra wires per dispenser for new pulsars and pipe from dispenser junction box to top of dispensers. Confirm requirements for pulling cable through existing conduits where possible are met.

For technical information or to arrange site inspection, please contact Catarino DeLuna, Project Manager with Purchasing and General Services at (210) 207-8386 or Martha Rivera with the Fuel Division at (210) 207-8383. For additional information, please contact Marc Ripley, Buyer at (210) 207-4050.

PRICE SCHEDULE

PROJECT LOCATIONS FOR FUEL MONITORING EQUIPMENT & INSTALLATION:

ITEM	DESCRIPTION	PRICE
1	Southeast Service Center Project 7402 S. New Braunfels Ave. Complete price for labor, materials, & equipment.	\$ <u>6,035.00</u>
2	Northeast Service Center Project 10303 Toolyard Complete price for labor, materials, & equipment.	\$ <u>9,234.00</u>
3	Patrol Northwest Police Substation Project 5020 Prue Road Complete price for labor, materials, & equipment.	\$ <u>8,667.00</u>
4	Patrol South Police Substation Project 711 West Mayfield Complete price for labor, materials, & equipment.	\$ <u>8,906.00</u>

DELIVERY: Within 15 calendar days after issuance of purchase order.  
 (Note: 20 Day Maximum)  
 (If not indicated, delivery will be within 7 days ARO)

COMPLETION: Within 60 calendar days from project start.  
 (Note: 60 Day Maximum)  
 (If not indicated, completion will be considered to be 25 days after work start)

WARRANTY: Full parts and ~~labor~~ warranty shall extend 1 Year(s) from date of acceptance.  
 (Note: 1 Year Minimum)

Labor Warranty does not apply when ordering parts only. Thus this is a parts only warranty.

Users do not want labor warranty, parts and will not pay labor warranty. This is an upgrade. Please replace upgrading units with new circuit boards there are  
 m-68

**IMPORTANT MAILING INSTRUCTIONS:**

**MAIL TO:** CITY CLERK  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

**PHYSICAL ADDRESS:** CITY CLERK  
CITY HALL (COMMERCE ST. & FLORES ST.)  
100 MILITARY PLAZA, 2ND FLOOR  
SAN ANTONIO, TEXAS 78205

**MARK ENVELOPE:** "BID FOR FUEL MONITORING EQUIPMENT AND INSTALLATION"  
BIDS TO BE OPENED: 2:00 P.M., March 10, 2006  
BID NO.: 06-050-MR

**REMARKS:**

GENERAL DECISION: TX20030003 12/16/2005 TX3

Date: December 16, 2005

General Decision Number: TX20030003 12/16/2005

Superseded General Decision Number: TX020003

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). (Use current heavy & highway general wage determination for Paving & Utilities Incidental to Building Construction).

Modification Number	Publication Date
0	06/13/2003
1	02/13/2004
2	05/14/2004
3	05/28/2004
4	10/08/2004
5	12/24/2004
6	03/04/2005
7	05/06/2005
8	06/10/2005
9	09/23/2005
10	12/16/2005

ASBE0087-001 07/01/2004

	Rates	Fringes
Asbestos/Insulator Worker (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems.)	\$ 19.07	6.47

BRTX0001-004 07/01/2005

	Rates	Fringes
Bricklayer	\$ 18.50	6.10

\* ELECO060-001 06/06/2005

	Rates	Fringes
Cable splicer	\$ 21.00	7.46
Electrician (Including pulling and installing cable through conduit for low voltage)	\$ 20.75	7.46

ELEVO081-001 01/01/2005

	Rates	Fringes
Elevator Constructor MECHANIC	\$ 26.885	12.115+A

FOOTNOTE; A = UNDER 5 YEARS EMPLOYMENT, 6% BHR; OVER 5 YEARS EMPLOYMENT, 8% BHR. PAID HOLIDAYS : New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

ENGI0450-001 04/01/1994

	Rates	Fringes
Power equipment operators:		
Cranes.....	\$ 12.95	3.30

IRON0066-001 01/01/2003

	Rates	Fringes
Ironworker (Excluding metal building erectors)		
Structural.....	\$ 16.10	4.65

MARB0002-001 07/01/2005

	Rates	Fringes
Tile Setter.....	\$ 18.50	6.10

\* PLUM0142-001 07/01/2005

	Rates	Fringes
Plumbers and Pipefitters (Including HVAC WORK).....	\$ 26.18	6.16

SFTX0669-001 01/01/2005

	Rates	Fringes
Sprinkler Fitter, Fire.....	\$ 22.62	10.50

SHEE0067-001 04/01/2005

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 22.96	8.98

SUTX1988-002 11/01/1988

	Rates	Fringes
Acoustical Ceiling Installer...	\$ 12.26	
Carpenter (Excluding Acoustical Ceiling Installer & Drywall Hanger).....	\$ 10.64	
Cement Mason.....	\$ 11.46	
Drywall Hanger.....	\$ 11.88	
Glazier.....	\$ 10.78	1.40
Ironworker (Excluding Metal Building Assemblers)		
Reinforcing.....	\$ 10.19	3.57
Laborers:		
Mason Tenders.....	\$ 8.36	1.78
Mortar Mixers.....	\$ 8.99	
PLASTERER'S TENDERS.....	\$ 8.68	

Unskilled.....	\$ 7.06
Lather.....	\$ 15.25
Painter (Excluding Tapers/Finishers).....	\$ 8.01
Plasterer.....	\$ 15.25
Power equipment operators:	
Front End Loader.....	\$ 7.36
Roofers:	
Kettlemen.....	\$ 8.85
Roofers.....	\$ 8.14
Waterproofers.....	\$ 6.88
Sheet Metal Worker	
Other Work.....	\$ 11.62
Taper/Finisher.....	\$ 7.99
Truck Driver.....	\$ 7.10

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

Agenda Item #4

**CITY OF SAN ANTONIO  
PURCHASING & GENERAL SERVICES DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Sheryl Sculley, City Manager

**FROM:** Janie B. Cantu, Director of Purchasing & General Services

**SUBJECT:** Fuel Monitoring Equipment and Installation

**DATE:** June 8, 2006

**SUMMARY & RECOMMENDATION**

This ordinance authorizes the Purchasing & General Services Department to accept the bid submitted by Petroleum Solutions, Inc. to provide the City of San Antonio with fuel monitoring equipment and installation for a total of \$32,842.00 from the Equipment Renewal and Replacement Fund. Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

A request for sealed bids was issued for the purchase of fuel monitoring equipment and installation for the City of San Antonio. One bid was received. The bid was submitted by Petroleum Solutions, Inc. for a total of \$32,842.00. This bid was advertised in the Daily Commercial Recorder, La Prensa, the San Antonio Observer, the City of San Antonio Purchasing Website, Public Access Channel 21 and Demandstar.com.

This contract will provide the City of San Antonio Purchasing and General Services Fleet Division with enhanced fuel tank monitoring equipment that monitors the fuel storage tanks, fuel lines and dispenser operation for leaks and/or potential problems in the fuel lines. The upgraded work will be performed at the Southeast and Northeast Service Centers and the Patrol Northwest and South Police Substations. These upgrades are necessary in order to remain in compliance with the Environmental Protection Agency and the Texas Commission of Environmental Quality requirement for automated leak detection and other fuel inventory tracking or reporting.

In addition, this work will provide a more accurate centralized monitoring of tank level measurements and further help to electronically alert the City of potential leaking of underground storage tanks and possible catastrophic contamination of water supplies. The Fleet Operations Division currently operates fourteen (14) fuel tank sites located throughout the City. This purchase will complete phase two of the fuel management system upgrades to automate all fourteen (14) fuel tank locations.

**POLICY ANALYSIS**

This contract will provide the Purchasing and General Services Fleet Operations Division with enhanced fuel tank monitoring equipment at the Southeast and Northeast Service Centers and the Patrol Northwest and South Patrol Substations. The contractor will provide labor, materials and equipment for the installation and connection to the existing systems. The contractor will provide a (1) year manufacturer's warranty on parts only and a (1) year labor warranty for work performed.

**FINANCIAL IMPACT**

The total cost of this contract is \$32,842.00. Funding will be from the Equipment Renewal and Replacement Fund. All expenditures will be in accordance with the FY2005-2006 Budget approved by City Council.



Janie B. Cantu, C.P.M.  
Director, Purchasing & General Services



Michael Armstrong  
Assistant City Manager/Chief Information Officer

Approved for Council Consideration:



Sheryl Sculley  
City Manager

**City of San Antonio  
Contract Summary Sheet**

Date **6-8-06**

Agenda Item:

SUMMARY OF ORDINANCE

An ordinance accepting the low bid submitted by Petroleum Solutions, Inc. to provide the City of San Antonio with fuel monitoring equipment and installation for the Equipment Renewal and Replacement Fund.

**Description of Item(s) and Use:**

This contract will provide the City of San Antonio Purchasing and General Services Fleet Division with enhanced fuel tank monitoring equipment that monitors the fuel storage tanks, fuel lines and dispenser operation for leaks and/or potential problems in the fuel lines. The upgraded work will be performed at the Southeast and Northeast Service Centers and the Patrol Northwest and South Police Substations. These upgrades are necessary in order to remain in compliance with the Environmental Protection Agency and the Texas Commission of Environmental Quality requirement for automated leak detection and other fuel inventory tracking or reporting.

This enhancement of fuel tank monitoring equipment will allow the interface with the existing Veeder-Root wall unit that examines leaks in the fuel storage system. This purchase will complete phase two of the fuel management system upgrades to automate and centralize monitoring of all 14 fuel tank locations currently on line with the City's network.

**Total : \$32,842.00**

Bid Number and Title	06-050-JH Fuel Monitoring Equipment and Installation
Contract Period	Upon Award – Completion Time Period is 60 Days.
Method of Procurement	Competitively Bid
Price Trend	No History.

**Contract Info:**              X   Formal      Annual      Support/Maintenance      Lease

**Contractor(s):**     Petroleum Solutions, Inc. 9907 Iota, San Antonio, TX 78217

**Previous Related Council Action(s):**

Date:	
Agenda Item #:	
Action:	
Date:	
Agenda Item #:	
Action:	

**Anticipated Future Requirements and Actions:**

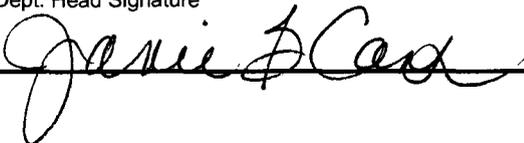
**Comments:**

**Using Department:**            **Purchasing Fleet Operations**

## City of San Antonio Bid Tabulation

Opened: March 10, 2006		
For: Fuel Monitoring Equipment and Installation		Petroleum Solutions, Inc.
06-050-MR	MR	9907 Iota
<b>Item</b>	<b>Description</b>	San Antonio, TX 78217
1	Fuel Monitoring Equipment & Installation Southeast Service Center	\$6,035.00
2	Northeast Service Center	\$9,234.00
3	Patrol Northwest Police Substation	\$8,667.00
4	Patrol South Police Substation	\$8,906.00
	Delivery	60 Days
	Terms	Net 30
<b>Total Award</b>		<b>\$32,842.00</b>

		<b>CITY OF SAN ANTONIO</b>	For CMO use only
Approval		Request For Ordinance/Resolution	Date Considered
Finance	Budget		Consent <input type="checkbox"/> Individual <input type="checkbox"/>
Legal Lauren O'Connor 207-2834	Coordinator		Item No. <b>4</b> Ord. No.

Date: 5-23-06	Department: Purchasing & General Services	Contact Person/Phone #: Corine Cardenas/207-2763
Date for Council Consideration: 6-8-06	Deadline for Action: 6-8-06	Dept. Head Signature 

**SUMMARY OF ORDINANCE**

An ordinance accepting bid submitted by Petroleum Solutions, Inc. to provide the City of San Antonio with fuel monitoring equipment and installation for a total cost of \$32,842.00, from the Equipment Renewal and Replacement Fund. [Presented by Janie B. Cantu, Director, Purchasing & General Services; Michael Armstrong, Assistant City Manager/Chief Information Officer]

Other Depts., Boards, Committees Involved (please specify): Fleet Operations

Contract signed by other party  
Yes  No

**FISCAL DATA (If Applicable)**

Amount Expended	\$32,842.00		
Fund	72001000	SAP GL Account	5301020
*Cost Center	<b>1503200001</b>	*WBS (Capital Proj.)	
*Internal Order No.			
*(Fill out only the field that is appropriate to your council action.)		Funds/Staffing Budgeted	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Positions Currently Authorized	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Impact on future O & M	
		If positions added, specify Class and Job No.	

<p><b>Comments:</b></p>  <p><b>FUNDS CENTER:</b></p>	<p>Please submit 3 copies with your original</p>
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