

CONSENT AGENDA
ITEM NO. 27

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

TO: Mayor and City Council

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

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer; Andrew Martin; Louis A. Lendman; Milo D. Nitschke; File

SUBJECT: Gerald – New Laredo to Fleming, Fleming – New Laredo to Gerald
Lovett – Oregon to Fleming

DATE: June 26, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified responsive bid and awards a construction contract in the amount of \$434,376.95 payable to E-Z Bel Construction, LTD., a MBE firm, and authorizes \$39,539.20 for construction contingency expenses, and \$27,677.44 for expense recovery, for an overall total of \$501,593.59 in connection with the Fleming – Gerald to New Laredo Hwy., and Gerald – Fleming to New Laredo Hwy., and Lovett – Oregon to Fleming, authorized Community Development Block Grant (CDBG) projects, located in Council District 4. Of the \$501,593.59, \$462,608.59 will be funded from CDBG funds and \$38,985.00 will be funded by San Antonio Water System (SAWS) for sewer and water work.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Fleming – Gerald to New Laredo Hwy. project provides for reconstruction of 330 feet of Fleming from New Laredo Hwy. to Gerald to a 30-foot two lane street section with sidewalks, curbs, driveway approaches, and underground drainage. The Gerald – Fleming to New Laredo Hwy. project provides for reconstruction of Gerald from Fleming to Gifford to a 30-foot two lane street section and Gerald from Gifford to New Laredo Hwy. to a 26-foot two-lane street section including four-foot sidewalks, curbs, and driveway approaches. The Lovett – Oregon to Fleming project provides for reconstruction of 620 feet of Lovett Street from Fleming to Oregon to a 30-foot two-lane street section with sidewalks, curbs, driveway approaches, and underground drainage. This project is scheduled to begin construction July 2003, and be completed by December 2003.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in April 2003. In addition, the bid announcement was made on TVSA, through the SBEDA office and Dodge Report. Plans were also available for review by potential bidders in the Public Works Office.

Bids for this project were opened on May 14, 2003 with five (5) bidders responding. A matrix reflecting the outcome of the bid process is attached.

The Economic Development Department has reviewed and approved the List of Subcontractors and the Good Faith Effort Plan submitted by E-Z Bel Construction, Ltd. The contractor is a certified MBE firm and will construct \$415,697.00 (95.7%) of the contract, with an additional \$1,200.00 (.27%) to WBE firms. The contract provides for 85 working days or approximately five (5) months to complete the project. E-Z Bel Construction, Ltd., currently has five (5) construction contracts with the City of San Antonio in the total amount of \$25,833,281.00. A list of these projects is attached.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved Community Development Block Grant (CDBG) funded Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the FY 03-08 Capital Improvement Program Budget. Funds in the amount of \$462,608.59 are available from Community Development Block Grant (CDBG) and \$38,985.00 will be funded from SAWS for sewer and water work, for an overall total of \$501,593.59 to be authorized payable as follows:

\$434,376.95	payable to E-Z Bel Construction, Ltd., for construction expenses
\$ 39,539.20	payable for miscellaneous construction contingency
\$ 27,677.44	payable for expense recovery

This item represents a portion of the total estimated City project cost of \$577,660.00.

COORDINATION

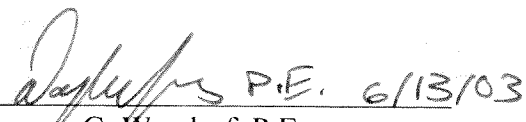
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, and the Housing and Community Development Department.

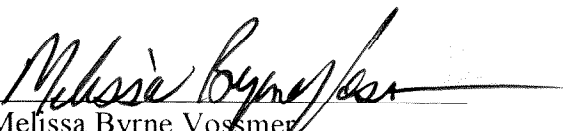
SUPPLEMENTARY COMMENTS

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

ATTACHMENTS

1. Matrix of Bid Process
2. Current Project List
3. Project Map
4. Proposal
5. Economic Development memo dated 05/20/03
6. Contract


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


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

ATTACHMENT I
Matrix of Bid Tabulation

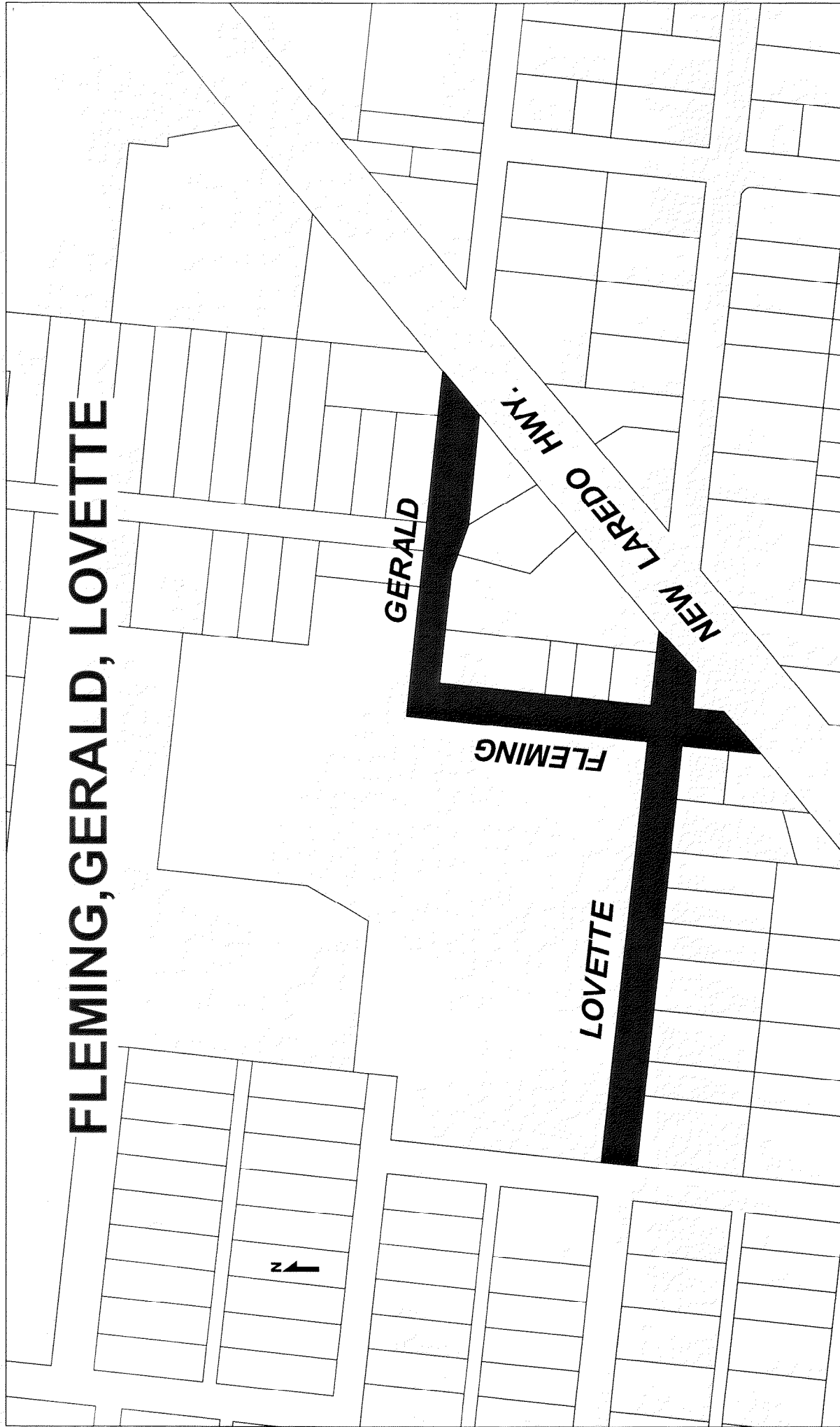
Gerald – New Laredo to Fleming
Fleming – New Laredo to Gerald
Lovett – Oregon to Fleming

	Contractor	Base Bid	S.A.W. S. Sanitary Sewer	Grand Total
1.	E-Z Bel Construction, Ltd.	\$395,391.95	\$38,985.00	\$434,376.95
2.	San Antonio Constructors, Ltd.	\$407,428.73	\$35,904.60	\$443,333.33
3.	KGME, Inc.	\$409,505.55	\$38,080.46	\$447,586.01
4.	R.L. Jones Co., L.P.	\$445,522.70	\$48,660.50	\$494,183.20
5.	Pronto Sandblasting & Coating	\$487,070.00	\$48,445.00	\$535,515.00

**ATTACHMENT II
Current Project List
E-Z Bel Construction LTD.**

Council District	Project Name	Contract Amount
1	Fulton Street: Blanco to N. Flores	1,903,220.00
3	Hi Lions 80 Mod Ph III & V	13,577,243.00
1,2	Houston - Bowie to Pine (MPO)	2,641,294.00
3	Mission Trails Package 3	4,900,000.00
4	Pleasanton Road: Southcross to Mayfield	2,811,524.00
TOTAL		\$25,833,281.00

FLEMING, GERALD, LOVETTE



PROPOSAL

TO

CITY OF SAN ANTONIO TEXAS

FOR THE CONSTRUCTION OF

GERALD - NEW LAREDO TO FLEMING
FLEMING - NEW LAREDO TO GERALD
LOVETT - OREGON TO FLEMING

IN SAN ANTONIO, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that Bidder has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that Bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Director of Public Works as therein set forth.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is understood and agreed that the work is to be completed in full in EIGHTY-FIVE (85) ~~calendar~~ working days.

Accompanying this Proposal is a Bid Guaranty in the amount of 5% greatest amount bid (GAB) Dollars (\$ 5% GAB) said amount being

 per cent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder may, at any time prior to opening of the bids withdraw this Proposal without penalty; it is also agreed that if Bidder shall, at any time after opening of bids, withdraw this Proposal or if this Bid is accepted and Bidder shall fail to execute the written contract and furnish satisfactory bond, within twenty (20) days after the date of transmittal of the contract documents by Owner to Contractor, the City of San Antonio shall, in any of such events, be entitled and is hereby given the right to retain said Bid Guaranty as liquidated damages. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

In the event of the award of a contract to the undersigned, the undersigned will execute same on Standard Form City construction Contract and make bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, and to insure and guarantee the work until final completion and acceptance or the end of the guarantee period where so stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Director of Public Works.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Bidder is:

☐ An individual proprietorship;

☒ A partnership composed of E-Z Bel Construction, Ltd
and E-Z Bel Holdings LLC

☐ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

E-Z Bel Construction, Ltd

(Name of Bidder)

By: Shmuel D. Garua

(Signature)

5/14/03

Date

ATTEST:

Lisa Detry-Smith

Vice-President

(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): Three hundred

ninety-five thousand, three hundred ninety-one dollars

and ninety-five cents \$ 395,391⁹⁵

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

E-Z Bel Construction, Ltd

Company's Name

210 736-6595

Telephone No.

811 El Monte

Address

210 735-1842

Fax No.

San Antonio, TX

City & State

78201

Zip Code

City of San Antonio

Economic Development Department
Interdepartmental Memorandum

TO: William Krause, Capital Programs Manager, Public Works Department

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

COPIES: Evelyn McRae; Courtney McClure; File

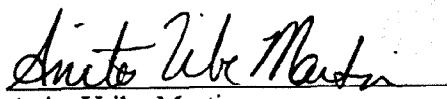
SUBJECT: List of Subcontractors Submitted for the Fleming – Gerald to New Laredo Highway; Gerald Fleming to New Laredo Highway; Lovett – Oregon to Fleming

DATE: May 20, 2003

We have reviewed the Good Faith Effort Plan and List of subcontractors for the Fleming – Gerald to New Laredo Highway; Gerald Fleming to New Laredo Highway; Lovett – Oregon to Fleming. The apparent low bidder has submitted contract amounts, which are reflected in the percentages below.

<u>FIRM</u>	<u>CERTIFIED</u>	<u>MBE</u>	<u>WBE</u>	<u>AABE%</u>	<u>GFEP</u>
E – Z	Yes	95.7%	.27%	0%	Approved
Bel		or \$415,697	or \$1,200		

If there are any questions, please call me at (210) 207-3901 or Courtney McClure at (210) 207-3913.


Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AUM/CM

THE CITY OF SAN ANTONIO

WORKING DAY

CONTRACT
(Standard Form)

THIS AGREEMENT made the 26th day of June in the year Two Thousand Three (2003) by and between E-Z Bel Construction, Ltd. hereinafter called the "Contractor", and the City of San Antonio, Texas, hereinafter called the "City or the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled:

**GERALD – NEW LAREDO TO FLEMING
FLEMING – NEW LAREDO TO GERALD
LOVETT – OREGON TO FLEMING**

Prepared by Cadv & Associates, acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in EIGHTY FIVE (85) WORKING DAYS. For each Working Day that any Work is not completed after the expiration of Working Days stated above, plus any Extended Working Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
\$1,000,001 or Over	\$350.00
\$ 750,001 to \$1,000,000	\$300.00
\$ 500,001 to \$ 750,000	\$250.00
\$ 250,001 to \$ 500,000	\$200.00
\$ 100,001 to \$ 250,000	\$150.00
\$ 50,001 to \$ 100,000	\$100.00
\$ 0 to \$ 50,000	\$ 50.00

IN WITNESS WHEREOF, said Contractor has thoroughly read and understands this Agreement and the Contract Documents and the nature of this legal commitment and lawfully caused these presents to be executed by Contractor's legally authorized representative and does hereby deliver this legally binding instrument;

DONE at San Antonio, Texas, on the day and year first written above.

(Seal if Agreement is with Corporation)

E-Z BEL CONSTRUCTION, Ltd.

Contractor

ATTEST:

BY:

MICHAEL R. RODRIGUEZ

PRESIDENT AND MANAGER

Title

Secretary

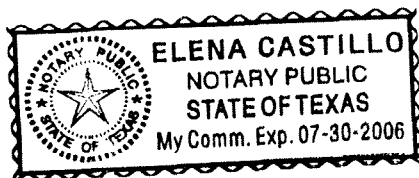
STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 31st day of June 2003
by Michael R. Rodriguez, President + Manager of E-Z Bel Construction a
Limited Partnership on behalf of said E-Z Bel Construction, Ltd.

Elena Castillo
NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo
NOTARY'S PRINTED SIGNATURE



7-30-2006
MY COMMISSION EXPIRES:

PAYMENT BOND

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

Know all men by these presents:

1. That we **E-Z Bel Construction, Ltd., a Partnership composed of E-Z Bel Construction Ltd and E-Z Bel Holdings LLC, acting by and through Michael R. Rodriguez, President and Manager,**

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of \$434,376.95 for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said
E-Z BEL CONSTRUCTION, Ltd.

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

**GERALD – NEW LAREDO TO FLEMING
FLEMING – NEW LAREDO TO GERALD
LOVETT – OREGON TO FLEMING**

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

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

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

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

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

E-Z BEL CONSTRUCTION, Ltd.

20 _____

By _____
Michael R. Rodriguez, President and Manager

City Manager

Surety

(SEAL)

By _____

Address of Surety for Service Purposes

PERFORMANCE BOND

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

Know all men by these presents:

1. That we **E-Z Bel Construction, Ltd., A Partnership composed of E-Z Bel Construction Ltd. And E-Z Bel Holdings LLC,** acting by and through **Michael R. Rodriguez, President and Manager,**

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of **\$434,376.95** for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said
E-Z BEL CONSTRUCTION, Ltd.

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

**GERALD – NEW LAREDO TO FLEMING
FLEMING – NEW LAREDO TO GERALD
LOVETT – OREGON TO FLEMING**

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

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

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

_____ day of _____ A.D. 20 _____.

5. The foregoing bond is approved and accepted

E-Z BEL CONSTRUCTION, Ltd.

this _____ day of _____

20 _____

By

Michael R. Rodriguez, President and Manager

City Manager

(SEAL)

Surety

By

Address of Surety for Service Purposes