

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

**CONSENT AGENDA**  
**ITEM NO. 9**

**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, and file

**SUBJECT:** Waverly Phase I & II: Bandera to Glenmore

**DATE:** October 16, 2003

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts the low qualified responsive bid and awards a construction contract in the amount of \$1,871,936.19 payable to E-Z Bel Construction, Ltd., a MBE firm, authorizes \$144,909.30 for construction contingency expenses, \$101,436.51 for expense recovery, and adds \$5,000 to the design contingency for an overall total of \$2,123,282.00 in connection with the Waverly from Bandera to Glenmore, Phase I & II project, located in Council District 7. Of the \$2,123,282.00 total amount, \$1,700,438.85 will be funded from Community Development Block Grant (CDBG) funds, \$326,703.15 will be funded by San Antonio Water System (SAWS), and \$96,140.00 will be funded by City Public Service (CPS).

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

This project includes the reconstruction of Rollins from Leo to Bandera and Waverly from Bandera to Glenmore, and the reconstruction of the concrete open drainage in the easement that connects Texas and Waverly Streets. The project will also include parkway improvements such as new curbs, sidewalks and driveway approaches along with the necessary storm, sewer and utility improvements. This project is scheduled to begin construction in October 2003 and to be completed by October 2004.

This Project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in July 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 the Project were opened on August 27, 2003 with three (3) 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 has committed to subcontract \$1,679,536.19 (89.721%) to MBE firms and \$92,000 (4.914%) to WBE firms. The contract provides for 310 calendar days, or approximately 10 months, to complete the project. E-Z Bel Construction, Ltd. currently has seven (7) construction contracts with the City of San Antonio through the Public Works Department in the total amount of \$26,673,692. A list of 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 FY04-09 Capital Improvement Program Budget. Funds in the amount of \$1,700,438.85 are available from Community Development Block Grant (CDBG) funds, \$326,703.15 are available from San Antonio Water System (SAWS) and \$96,140.00 are available from City Public Service (CPS) and are authorized payable as follows:

\$1,871,936.19	payable to E-Z Bel Construction, Ltd. for construction expenses
\$ 144,909.30	payable for miscellaneous construction contingency
\$ 5,000.00	payable for design contingency
\$ 101,436.51	payable for expense recovery funds

### **COORDINATION**

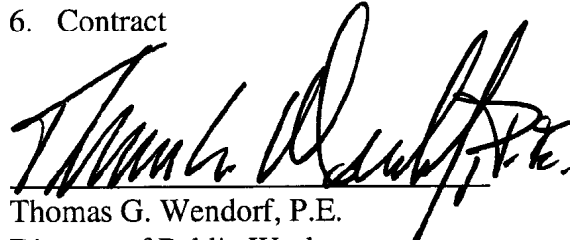
This request for ordinance has been coordinated with the Office of Management and Budget, the Housing and Community Development Department and the Finance Department.

### **SUPPLEMENTARY COMMENTS**

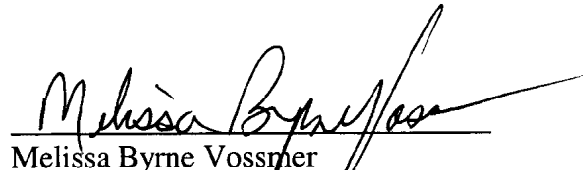
This construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required.

## ATTACHMENTS

1. Matrix of Bid Tabulation
2. Current Project List, E-Z Bel Construction, Ltd.
3. Project Map
4. Proposal
5. Economic Development Department Memorandum, dated September 15, 2003
6. Contract

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

10/3/03

  
Melissa Byrne Vossmer  
Assistant City Manager

Approved:

  
Terry M. Brechtel  
City Manager

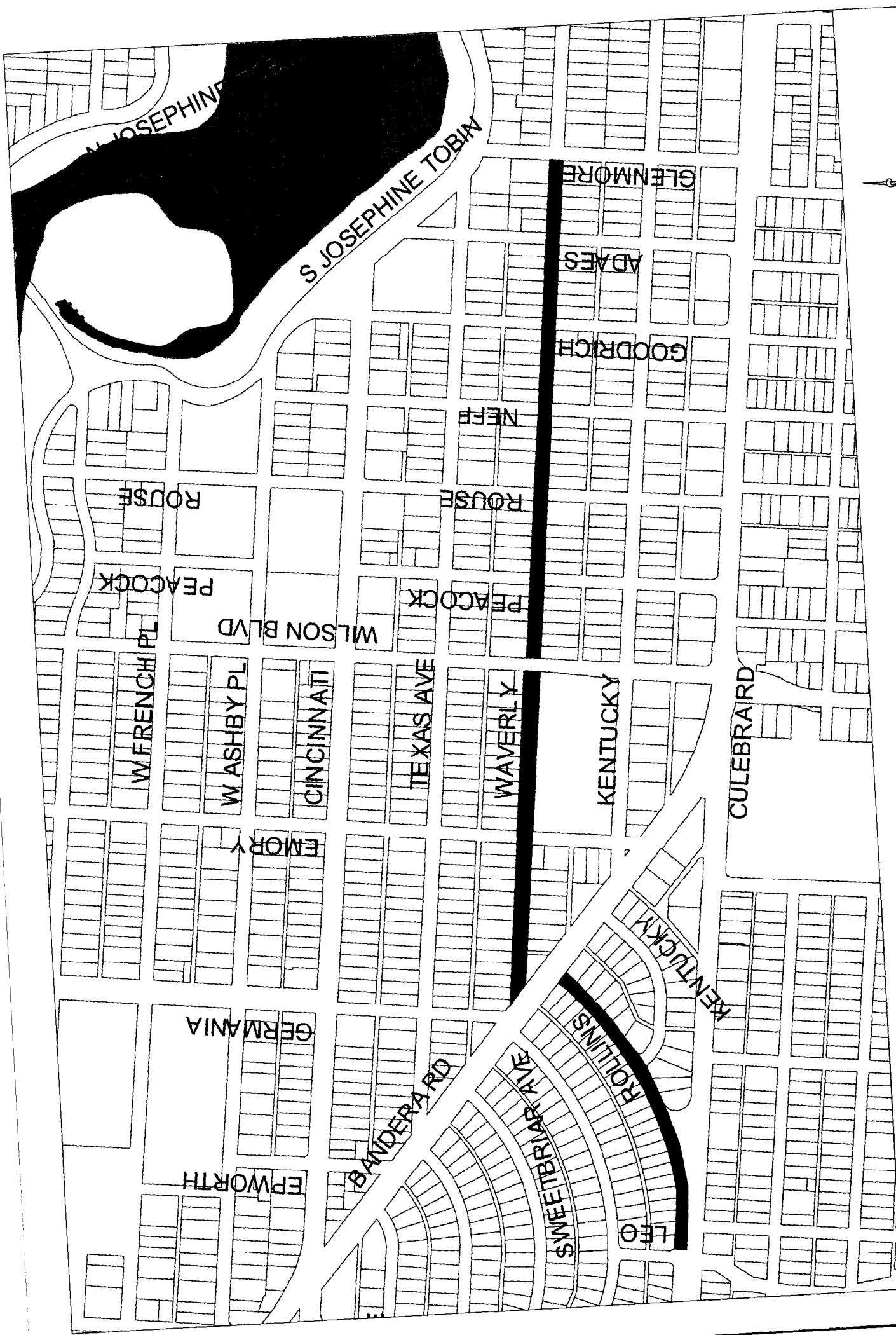
**ATTACHMENT I**  
**Matrix of Bid Tabulation**  
**Waverly from Bandera to Glenmore, Phase I & II**

<b>Contractor</b>	<b>E-Z Bel Construction , Ltd.</b>	<b>R.L. Jones, L.P.</b>	<b>Pronto Sandblasting</b>
<b>Base Bid</b>	\$ 1,449,093.04	\$ 1,501,380.20	\$ 1,892,285.64
<b>SAWS Water</b>	\$ 205,866.50	\$ 240,348.00	\$ 231,174.15
<b>SAWS Sewer</b>	\$ 120,836.65	\$ 157,243.00	\$ 116,003.00
<b>C.P.S. Work</b>	\$ 96,140.00	\$ 98,220.50	\$ 152,320.00
<b>Total</b>	\$ 1,871,936.19	\$ 1,997,191.70	\$ 2,391,782.79

## PROJECT LIST

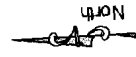
### E-Z BEL CONSTRUCTION, LTD.

PROJECT NAME	DISTRICT	START	COMPLETION	AMOUNT
Fleming – New Laredo Hwy. to Gerald Gerald – New Laredo Hwy. to Fleming Lovett – Fleming to Oregon	4	10/03	03/04	\$434,377
Fulton Street – Blanco to N. Flores	1	02/02	12/03	\$1,979,050
HI Lions 80 Mod. Phase III & IV	3	05/00	10/03	\$13,680,788
Houston – Bowie to Pine (MPO)	1,2	04/03	02/05	\$2,641,294
Las Moras – Travis to Salinas	1	10/03	01/04	\$226,659
Mission Trails Package 3	3	09/02	12/03	\$4,900,000
Pleasanton Road – Southcross to Mayfield	3	07/02	03/04	\$2,811,524
TOTAL CONTRACTED AMOUNT:				\$26,673,692



# **WAVERLY PHASE I & II: BANDERA TO GLENMORE**

CITY OF SAN ANTONIO  
Department of Public Works  
Capital Programs Division



Scale: Not to Scale  
28 August 2003

PROPOSAL  
TO  
CITY OF SAN ANTONIO TEXAS  
FOR THE CONSTRUCTION OF

"WAVERLY PH. I & II: BANDERA TO GLENMORE"

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 THREE HUNDRED TEN (310) calendar days

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

5 percent 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) calendar 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:

(Signature)

8/27/03  
Date

ATTEST:

Kelly Giff

President/Manager  
(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): ONE MILLION FOUR

HUNDRED FORTY-NINE THOUSAND NINETY-THREE & 1/4

04/100 \$ 1,449,093.04

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 78201  
City & State

78201  
Zip Code

# ***KLEIN ENGINEERING, INC.***

CIVIL / MUNICIPAL / ENVIRONMENTAL ENGINEERS

Texas Registration # F - 000485

September 2, 2003

Capital Programs Manager  
Public Works Department  
CITY OF SAN ANTONIO  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Reference: "WAVERLY PH. I & II: BANDERA TO GLENMORE

Subject: CONTRACT AWARD RECOMMENDATION

Dear Sir:

On August 27, 2003, bids for the referenced project were opened and read aloud. The low bidder was E-Z Bel Construction with a Base Bid of \$1,449,093.04, a SAWS Sewer Bid of \$120,836.65, a SAWS Water Bid of \$205,866.50, and a City Public Service Bid of \$96,140.00, for a total Roll-up bid of \$1,871,936.19.

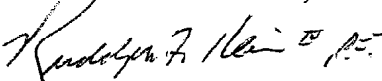
To the best of our knowledge and belief, the lowest and best qualified bid is that of E-Z Bel Construction and we recommend the award of the contract to E-Z Bel Construction in the total amount of \$1,871,936.19. Attached herewith are the following items:

1. All of the contractors proposals.
2. Six (6) copies of the bid tabulation.
3. Two (2) complete sets of constuction packages.
4. One (1) copy of the summary of the low bidders prices which exceed 5% of average.

Please let us know if you have any questions.

Yours very truly,

KLEIN ENGINEERING, INC.



RUDOLPH F. KLEIN IV, P.E.  
PRESIDENT

/enclosures

# ***KLEIN ENGINEERING, INC.***

CIVIL / MUNICIPAL / ENVIRONMENTAL ENGINEERS  
Texas Registration # F - 000485

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September 2, 2003

Capital Programs Manager  
Public Works Department  
CITY OF SAN ANTONIO  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Reference: Letter of Scope  
"WAVERLY PH. I & II: BANDERA TO GLENMORE

Dear Sir:

The scope/project description is as follows:

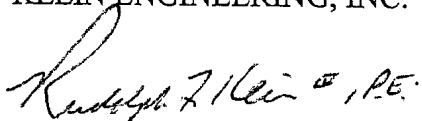
NAME: WAVERLY PH I & II: BANDERA TO GLENMORE

DESCRIPTION: This project consists of the reconstruction of 4,798 L.F. of Rollins and Waverly Streets, including curb and walks and 1,545 L.F. of underground drainage is included in this project.

2,153 L.F. of sanitary sewer main is being replaced along with 1,677 L.F. of water main.

Yours very truly,

KLEIN ENGINEERING, INC.



RUDOLPH F. KLEIN IV, P.E.  
PRESIDENT

# City of San Antonio

## Economic Development Department Interdepartmental Memorandum

TO: Sherri L. Rice, Contract Services Manager, Public Works Department

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

COPIES: Courtney McClure; File


SUBJECT: Waverly Phase I & II – Bandera to Glenmore

DATE: September 15, 2003

We have reviewed the Good Faith Effort Plan and List of Subcontractors submitted for the Waverly Phase I & II – Bandera to Glenmore project. The apparent low bidder has submitted the following goals.

<u>FIRM</u>	<u>CERTIFIED</u>	<u>MBE</u>	<u>WBE</u>	<u>AABE%</u>	<u>GFEP</u>
E.Z. Bell	Yes	89.721% or	4.914% or	0%	Approved
Construction		\$1,679,536.19	\$92,000		

The Good Faith Effort has been approved based on the information submitted. Please encourage E.Z. Bell Construction to utilize small, African American, and women-owned businesses throughout the project.

  
Anita Uribe Martin  
Economic Development Manager  
Small Business Outreach Division

AUM/gl

RECEIVED

SEP 18 2003

CITY ARCHITECT'S  
OFFICE

# THE CITY OF SAN ANTONIO

## CALENDAR DAY CONTRACT (CDC) (Standard Form)

THIS AGREEMENT made the \_\_\_\_\_ day of October in the year 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:

### WAVERLY PHASE I & II - BANDERA TO GLENMORE

Prepared by PYLE & KLEIN CONSULTING ENGINEERS, INC., acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in THREE HUNDRED TEN ( 310 ) Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
\$1,000,001 or Over	\$700.00
\$ 750,001 to \$1,000,000	\$600.00
\$ 500,001 to \$ 750,000	\$500.00
\$ 250,001 to \$ 500,000	\$400.00
\$ 100,001 to \$ 250,000	\$300.00
\$ 50,001 to \$ 100,000	\$200.00
\$ 1 to \$ 50,000	\$100.00

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials: \_\_\_\_\_  
\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)

Services: \_\_\_\_\_  
\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)

Total: ONE MILLION, EIGHT HUNDRED SEVENTY ONE THOUSAND, NINE HUNDRED THIRTY SIX  
AND 19/100 Dollars, (\$1,871,936.19 )

Article 4. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Article VII of the General Conditions.

Article 5. Acceptance and Final Payment - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Article IX of the General Conditions.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

Article 6. The Contract Documents - This Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment, Performance and Extended Warranty Bonds, form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

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

CITY OF SAN ANTONIO

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

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

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

(Seal if Agreement is with Corporation)

E-Z BEL CONSTRUCTION, Ltd.

Contractor

ATTEST:

BY:

  
MICHAEL R. RODRIGUEZ

PRESIDENT/MANAGER

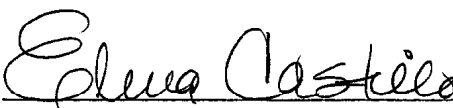
Title

\_\_\_\_\_  
Secretary

STATE OF TEXAS        )

COUNTY OF BEXAR     )

This instrument was acknowledged before me on this the 15<sup>th</sup> day of September 2003  
by Michael R. Rodriguez, President/Manager of E-Z Bel, Ltd a  
Partnership composed of E-Z Bel Construction, Ltd  
+ E-Z Bel Holdings, LLC on behalf of said Partnership

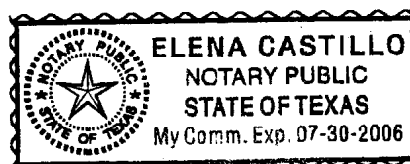


NOTARY PUBLIC in and for the State of  
T E X A S



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/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 \$1,871,936.19 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

**WAVERLY PHASE I & II - BANDERA TO GLENMORE**

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 \_\_\_\_\_,  
20 \_\_\_\_\_.

**E-Z BEL CONSTRUCTION, Ltd.**

By \_\_\_\_\_  
**Michael R. Rodriguez, President/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/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 **\$1,871,936.19** 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

**WAVERLY PHASE I & II - BANDERA TO GLENMORE**

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

this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_

**E-Z BEL CONSTRUCTION, Ltd.**

By

\_\_\_\_\_  
**Michael R. Rodriguez, President/Manager**

\_\_\_\_\_  
City Manager

(SEAL)

\_\_\_\_\_  
Surety

By

\_\_\_\_\_  
Address of Surety for Service Purposes