

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

**CONSENT AGENDA
ITEM NO. 10**

TO: Mayor and City Council

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

THROUGH: J. Rolando Bono, Interim City Manager

COPIES: Melissa Byrne Vossmer, Andrew Martin, Peter Zaroni, Milo D. Nitschke, and file

SUBJECT: Larkspur – West Avenue to Baltic

DATE: October 21, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low responsive bid and awards a construction contract in the amount of \$1,281,228.05 payable to E-Z Bel Construction, Ltd., authorizes \$99,719.07 for construction contingency expenses, \$69,803.35 for expense recovery, and \$1,934.78 for advertising expenses for an overall total of \$1,452,685.25 in connection with Larkspur–West Avenue to Baltic project, an authorized 1999-2004 General Obligation Street Improvement Bond project located in Council District 9. Of the total amount of \$1,452,685.25, funds in the amount of \$1,168,647.88 are available from General Obligations of the City and Certificates of Obligation. Funds in the amount of \$284,037.37 are available from the San Antonio Water System (SAWS).

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This project will provide for the reconstruction of Larkspur to a 30-foot width from Baltic to West Avenue and will include parkway improvements such as new curbs, sidewalks, and driveway approaches. Necessary storm sewer and utility improvements will also be provided. Project construction will begin in November of 2004 and be completed by August of 2005.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in July of 2004. In addition, the bid announcement was made on TVSA through the Small Business Economic Development Advocacy (SBEDA) Office and Dodge Report. Plans were also available for review by potential bidders in the Public Works Office.

Bids for the project were opened on August 18, 2004 with three (3) bidders responding. Of these, EZ Bel Construction, Ltd., submitted the lowest responsive bid. A matrix of the bid outcome is included herein as Attachment 2.

The Economic Development Department has reviewed and approved the Good Faith Effort Plan submitted by E-Z Bel Construction, Ltd. and the contractor has committed to subcontract \$1,134,028 (88.51%) of the project work to MBE firms. The Economic Development Department memorandum is included herein as Attachment 3. The contract provides for two hundred seventy (270) calendar days 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 \$21,576,079. A current list of projects is included herein as Attachment 4.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 1999-2004 General Obligation Street Improvement Bond and Certificate of Obligation funded Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure and included in the FY 05-10 Capital Improvement Budget. Of the total amount of \$1,452,685.25, funds in the amount of \$1,168,647.88 are available from General Obligations of the City and Certificates of Obligation. Funds in the amount of \$284,037.37 are available from SAWS, and are authorized payable as follows:

\$ 1,281,228.05	payable to E-Z Bel Construction, Ltd. for construction expenses
\$ 99,719.07	payable for miscellaneous construction contingency
\$ 69,803.35	payable for expense recovery
\$ 1,934.78	payable for advertising expenses

COORDINATION

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

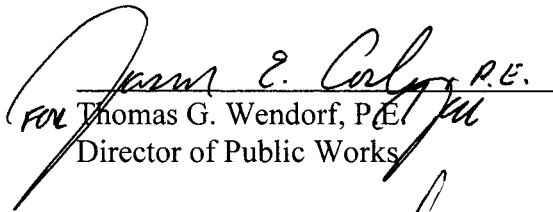
SUPPLEMENTARY COMMENTS

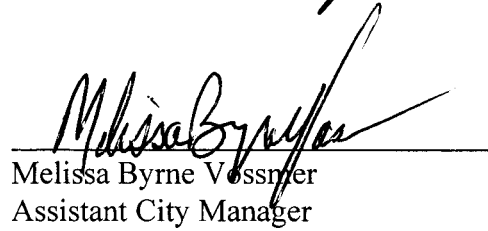
This construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required.

ATTACHMENTS

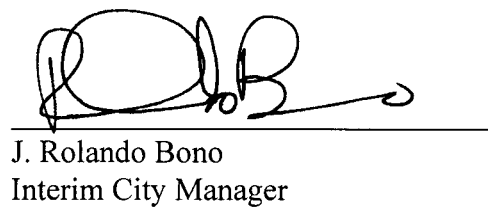
1. Project Map
2. Bid Tabulation

3. Economic Development Department Memorandum, dated September 2, 2004
4. Current Project List, E-Z Bel Construction, Ltd.
5. Proposal
6. Contract

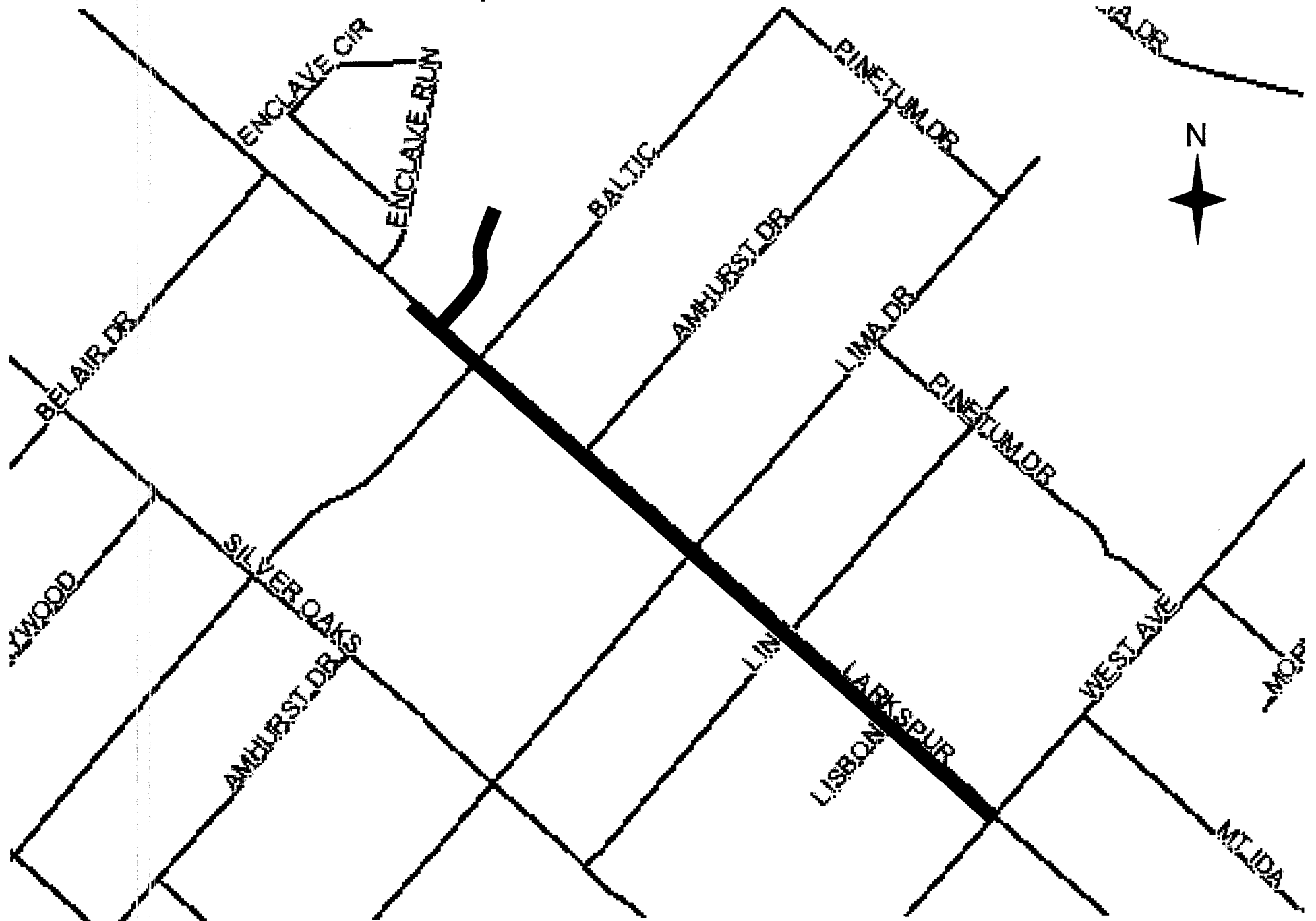

FOR Thomas G. Wendorf, P.E.
Director of Public Works


Melissa Byrne Vossmer
Assistant City Manager

Approved:


J. Rolando Bono
Interim City Manager

Larkspur – West Ave to Baltic



CITY OF SAN ANTONIO
Interdepartmental Correspondence Sheet

TO: ~~Doyle~~ Bill
OK Jwy

TO: William E. Krause, Capital Programs Manager
FROM: ASM Ferdous, P.E., Project Manager
COPIES: Myron Decuir, Plans and Records; Thomas L. Carrasco, SAWS; File
RE: Larkspur – West Ave to Baltic (Council District 9) Bid Results

September 17, 2004

Bids received and opened: August 18, 2004

Bid Tabulation:

	E-Z Bel Construction	San Antonio Constructors	Pronto Sandblasting
Base Bid	\$ 680,233.76	\$ 785,557.01	\$ 700,899.73
Water Bid	\$ 109,873.60	\$ 105,832.13	\$ 112,742.00
Sewer Bid	\$ 74,501.00	\$ 89,141.11	\$ 72,985.00
Total Base	\$ 864,608.36	\$ 980,530.25	\$ 886,626.73
Base Alternate	\$ 316,956.92	\$ 366,087.21	\$ 402,317.85
Water Alternate	\$ 46,493.77	\$ 63,076.37	\$ 48,405.00
Sewer Alternate	\$ 53,169.00	\$ 98,326.16	\$ 77,445.00
Total Alternates	\$ 416,619.69	\$ 527,489.74	\$ 528,167.85
Total Bid	\$ 1,281,228.05	\$ 1,508,019.99	\$ 1,414,794.58

Plans and specifications prepared by:

Calle & Associates, Inc.
2026 Windy Trail
San Antonio, TX 78232

Funding:

This project is funded with 1999 Bonds (\$598,500) and Certificates of Obligation (\$537,000). The total amount funded is \$1,135,500. After deducting \$107,455.10 for engineering fees, \$1,934.78 for advertising fees, and after crediting \$22,451.70 in unused engineering fees, the remaining funds available for construction, construction contingency, and expense recovery is \$1,048,561.82.

RECEIVED
SEP 16 2004
CITY OF SAN ANTONIO
PUBLIC WORKS, CAPITAL PROGRAMS

City of San Antonio
Economic Development Department
Interdepartmental Memorandum

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

FROM: Anita Uribe Martin, Manager, Economic Development Department

COPIES: Denise Shaffer; File

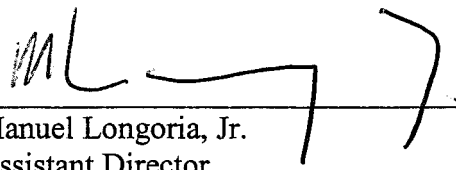
SUBJECT: List of Subcontractors Submitted for the Public Works Capital Improvement Project: Larkspur – West Avenue to Baltic

DATE: September 2, 2004

We have reviewed the Good Faith Effort Plan and list of subcontractors for the **Larkspur – West Avenue to Baltic** Improvement Project. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>					
\$1,281,228.05					
FIRM	CERTIFIED	MBE	WBE	AABE	GFEP
EZ BEL CONSTRUCTION	YES	88.51% (\$1,134,028)	0%	0%	APPROVED

If there are any questions, please feel free to contact me at (210) 207-3901.


Manuel Longoria, Jr.
Assistant Director
Economic Development Department

AUM/ma

Contractor List

Contractor E-Z Bel Construction Co., Inc.

Project Name	Team	District	Start	Completion	Amount
BELGIUM: PICARDE TO SBC PARKWAY	1	2	08/04	06/05	\$2,163,296
BITTERS RD: WEST AVE TO HEIMER	4	9	01/04	02/05	\$2,018,985
HOUSTON - BOWIE TO PINE (MPO)	1	2	04/03	07/05	\$2,881,313
HOUSTON - PINE TO WALTERS	1	2	03/04	04/06	\$4,790,545
MISSION TRAILS PACKAGE 3	3	3	09/02	11/04	\$4,900,000
PLEASANTON ROAD: SOUTHCROSS TO MAYFIELD	2	3	07/02	07/04	\$2,919,954
WAVERLY PH I & II: BANDERA TO GLENMORE	5	7	12/03	11/04	\$1,901,986

Summary for 'Contractor' = E-Z Bel Construction Co., Inc. (7 detail records)

Sum of Contracts \$21,576,079

Grand Total of Contracts \$21,576,079

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
Larkspur – West Ave to Baltic
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 See Note 3 of Page SUIB-1 calendar days

Accompanying this Proposal is a Bid Guaranty in the amount of Five Percent of
Greatest Amount Bid (G.A.B) Dollars (\$ 5% of G.A.B) 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.

PROPOSAL SHEET FOR:

Page 2 of 9

LARKSPUR - WEST AVENUE TO BALTIC, BASE BID
(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
107	50 C.Y.	Embankment for.....Dollars and.....Cents per Unit	
110	1 L.S.	Remove Existing S.B.C. & Elevated Sidewalk and Riprap, Excavation Backfill for.....Dollars and.....Cents per Unit	
111	1 L.S.	Remove Existing Retard Structure for.....Dollars and.....Cents per Unit	
202	1,373 GAL.	Prime Coat for.....Dollars and.....Cents per Unit	
203	341 GAL.	Tack Coat for.....Dollars and.....Cents per Unit	
205.1	333 S.Y.	Hot Mix Asphalt Pavement, Type B (2.5" Compacted Depth) for.....Dollars and.....Cents per Unit	
205.3	4,122 S.Y.	Hot Mix Asphalt Pavement, Type D (2" Compacted Depth) for.....Dollars and.....Cents per Unit	
206	4,810 S.Y.	Asphalt Treated Base, (8" Thickness) for.....Dollars and.....Cents per Unit	

See Computer

BIDDER'S SIGNATURE

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PROPOSAL SHEET FOR:

Page 1 of 9

LARKSPUR - WEST AVENUE TO BALTIC, **BASE BID**
(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT		DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)	
100*	1	L.S.	Mobilization		
			for	Dollars	
			and	Cents per Unit	
100.1	1	L.S.	Insurance and Bond		
			for	Dollars	
			and	Cents per Unit	
101*	1	L.S.	Preparing Right-of-Way		
			for	Dollars	
			and	Cents per Unit	
103.1	610	L.F.	Remove Concrete Curb		
			for	Dollars	
			and	Cents per Unit	
103.2	3,938	S.F.	Remove Concrete Sidewalk & Driveway		
			for	Dollars	
			and	Cents per Unit	
104	2,885	C.Y.	Street Excavation		
			for	Dollars	
			and	Cents per Unit	
105	1,492	C.Y.	Channel Excavation		
			for	Dollars	
			and	Cents per Unit	
106	567	C.Y.	Box Culvert Excavation and Backfill		
			for	Dollars	
			and	Cents per Unit	

* Refer to Page SUIB-1, Supplement to Standard Instructions to Bidders

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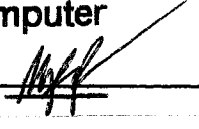
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PROPOSAL SHEET FOR:

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LARKSPUR - WEST AVENUE TO BALTIC, **BASE BID**
(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
300.1	7 C.Y.	Concrete, Class A (Abutments & Wingwalls) forDollars andCents per Unit	
300.1	103 C.Y.	Concrete, Class A (Culverts) forDollars andCents per Unit	
300.1	1 C.Y.	Concrete, Class A (Driveway Retaining Walls) forDollars andCents per Unit	
300.1	5 C.Y.	Concrete, Class A (Elevated Sidewalks) forDollars andCents per Unit	
301	23,367 LBS.	Reinforcing Steel forDollars andCents per Unit	
306	375 C.Y.	Structural Excavation forDollars andCents per Unit	
401.1	245 L.F.	24" Storm Drainage Pipe, R.C.P., Laterals forDollars andCents per Unit	
401.1	34 L.F.	24" Storm Drainage Pipe, R.C.P., D-Load, 6' - 8' Cut forDollars andCents per Unit	

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PROPOSAL SHEET FOR:

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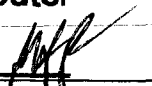
LARKSPUR - WEST AVENUE TO BALTIC, **BASE BID**
(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
401.1	76 L.F.	24" Storm Drainage Pipe, R.C.P., D-Load, 8' - 10' Cut forDollars andCents per Unit	
401.1	38 L.F.	30" Storm Drainage Pipe, R.C.P., D-Load, 8' - 10' Cut forDollars andCents per Unit	
401.1	121 L.F.	36" Storm Drainage Pipe, R.C.P., D-Load, 6' - 8' Cut forDollars andCents per Unit	
401.1	75 L.F.	36" Storm Drainage Pipe, R.C.P., D-Load, 8' - 10' Cut forDollars andCents per Unit	
401.3	3 EA.	24" Bends, R.C.P. forDollars andCents per Unit	
403	35 V.F.	Storm Sewer M.H. & J.B., Stage II Construction forDollars andCents per Unit	
403.1	4 EA.	Junction Box, 4'x4'x4' forDollars andCents per Unit	
403.2	1 EA.	Junction Box, 5'x5'x5' forDollars andCents per Unit	

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PROPOSAL SHEET FOR:

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LARKSPUR - WEST AVENUE TO BALTIC, BASE BID

(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
403.3	1 EA.	Junction Box, 6'x6'x6'	
		forDollars	
		andCents per Unit	
403.11	1 EA.	Curb Inlet, 10'	
		forDollars	
		andCents per Unit	
403.12	2 EA.	Curb Inlet, 15'	
		forDollars	
		andCents per Unit	
403.13	6 EA.	Curb Inlet, 20'	
		forDollars	
		andCents per Unit	
403.15	3 EA.	Curb Inlet, 30'	
		forDollars	
		andCents per Unit	
403.61	1 EA.	Junction Box, 6'x12'x7'	
		forDollars	
		andCents per Unit	
403.62	1 EA.	Junction Box, 8'x10'x6'	
		forDollars	
		andCents per Unit	
409	2210 LB.	Cast Iron Castings	
		forDollars	
		andCents per Unit	

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PROPOSAL SHEET FOR:
LARKSPUR - WEST AVENUE TO BALTIC, BASE BID
(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
410.2	32 C.Y.	Gravel Subgrade Filler for.....Dollars and.....Cents per Unit	
500	60 L.F.	Concrete Header Curb for.....Dollars and.....Cents per Unit	
501	2000 L.F.	Machine Laid Curb for.....Dollars and.....Cents per Unit	
502.1	470 S.Y.	Concrete Sidewalks for.....Dollars and.....Cents per Unit	
502.2	212 S.Y.	Concrete Driveways for.....Dollars and.....Cents per Unit	
502.3	35 S.Y.	Commercial Driveways for.....Dollars and.....Cents per Unit	
505	395 S.Y.	Concrete Riprap (5" Thick) for.....Dollars and.....Cents per Unit	
506.1	21 C.Y.	Concrete Retaining Wall - Combination Type for.....Dollars and.....Cents per Unit	

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LARKSPUR - WEST AVENUE TO BALTIC, BASE BID

(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES		DESCRIPTION AND UNIT	BID PRICE	EXTENSION
				UNIT PRICE X QUANTITY	
	AND UNIT		(Written in Words)		(In Figures)
510	8	EA.	Timber Guard Posts		
			for	Dollars	
			and	Cents per Unit	
513.1	4	EA.	Relocating Mail Boxes		
			for	Dollars	
			and	Cents per Unit	
515	65	C.Y.	Topsoil		
			for	Dollars	
			and	Cents per Unit	
516.1	790	S.Y.	Bermuda Sodding		
			for	Dollars	
			and	Cents per Unit	
520	2,550	S.Y.	Hydromulching		
			for	Dollars	
			and	Cents per Unit	
522	75	L.F.	Sidewalk Pipe Railing		
			for	Dollars	
			and	Cents per Unit	
524	1	C.Y.	Concrete Steps		
			for	Dollars	
			and	Cents per Unit	
530	1	L.S.	Barricades, Signs and Traffic Handling		
			for	Dollars	
			and	Cents per Unit	

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PROPOSAL SHEET FOR:

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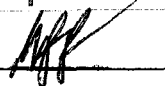
LARKSPUR - WEST AVENUE TO BALTIC, **BASE BID**
(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
531.03	3 EA.	R1-1 Stop Sign forDollars andCents per Unit	
531.55	1 EA.	W14-1 Dead End Sign forDollars andCents per Unit	
531.58	2 EA.	OM-4 End of Road Marker forDollars andCents per Unit	
531.59	4 EA.	9" Street Sign forDollars andCents per Unit	
536.01	1,664 L.F.	4" Wide Yellow Line forDollars andCents per Unit	
536.07	50 L.F.	24" Wide White Line forDollars andCents per Unit	
540	1 L.S.	Storm Water Pollution Prevention Plan forDollars andCents per Unit	
550	590 L.F.	Trench Excavation Safety Protection forDollars andCents per Unit	

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ITEM NO.	APPROXIMATE QUANTITIES	AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
552	50	L.F.	Removing and Relocating Irrigation System forDollars andCents per Unit	
801	50	L.F.	Tree Protection - Level IIB forDollars andCents per Unit	
802.1	1	EA.	Tree Removal forDollars andCents per Unit	

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PROPOSAL SHEET FOR:

Page 1 of 6

LARKSPUR - WEST AVENUE TO BALTIC, ADDITIVE ALTERNATE
(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT	BID PRICE	EXTENSION UNIT PRICE X QUANTITY
		(Written in Words)		(in Figures)
100*	1 L.S.	Mobilization		
		for	Dollars	
		and	Cents per Unit	
100.1	1 L.S.	Insurance and Bond		
		for	Dollars	
		and	Cents per Unit	
101*	1 L.S.	Preparing Right-of-Way		
		for	Dollars	
		and	Cents per Unit	
103.1	100 L.F.	Remove Concrete Curb		
		for	Dollars	
		and	Cents per Unit	
103.2	5847 S.F.	Remove Concrete Sidewalk & Driveway		
		for	Dollars	
		and	Cents per Unit	
104	3850 C.Y.	Street Excavation		
		for	Dollars	
		and	Cents per Unit	
202	1,285 GAL.	Prime Coat		
		for	Dollars	
		and	Cents per Unit	
203	553 GAL.	Tack Coat		
		for	Dollars	
		and	Cents per Unit	

* Refer to Page SUIB-1, Supplement to Standard Instructions to Bidders

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BIDDER'S SIGNATURE

PROPOSAL SHEET FOR:

Page 2 of 6

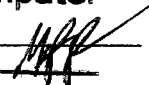
LARKSPUR - WEST AVENUE TO BALTIC, ADDITIVE ALTERNATE
(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
505.3	5,476 S.Y.	Hot Mix Asphalt Pavement, Type D (2" Thickness) forDollars andCents per Unit	
506	6,425 S.Y.	Asphalt Treated Base, (8" Thickness) forDollars andCents per Unit	
500.1	4 C.Y.	Concrete, Class A (Driveway Retaining Walls) forDollars andCents per Unit	
501	1,200 LB.	Reinforcing Steel forDollars andCents per Unit	
501	2,861 L.F.	Machine Laid Curb forDollars andCents per Unit	
502.1	1,131 S.Y.	Concrete Sidewalks forDollars andCents per Unit	
502.2	350 S.Y.	Concrete Driveways forDollars andCents per Unit	
502.3	72 S.Y.	Commercial Driveways forDollars andCents per Unit	

BIDDER'S SIGNATURE

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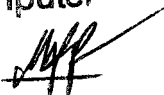
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LARKSPUR - WEST AVENUE TO BALTIC, ADDITIVE ALTERNATE
(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT	BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
506.1	14 C.Y.	Concrete Retaining Wall - Combination Type	for.....Dollars and.....Cents per Unit	
513.1	9 EA.	Removing and Relocating Mail Boxes	for.....Dollars and.....Cents per Unit	
513.SPL	1 EA.	Remove and Relocate Mail Box @ 1506 Larkspur	for.....Dollars and.....Cents per Unit	
513.SPL	1 EA.	Remove and Relocate Mail Box @ 1530 Larkspur	for.....Dollars and.....Cents per Unit	
513.SPL	1 EA.	Remove and Relocate Mail Box @ 1602 Larkspur	for.....Dollars and.....Cents per Unit	
513.SPL	1 EA.	Remove and Relocate Mail Box @ 1619 Larkspur	for.....Dollars and.....Cents per Unit	
513.SPL	1 EA.	Remove and Relocate Mail Box @ 1635 Larkspur	for.....Dollars and.....Cents per Unit	
513.SPL	1 EA.	Remove and Relocate Mail Box @ 1639 Larkspur	for.....Dollars and.....Cents per Unit	

BIDDER'S SIGNATURE

See Computer
Printout 

PROPOSAL SHEET FOR:

Page 4 of 6

LARKSPUR - WEST AVENUE TO BALTIC, ADDITIVE ALTERNATE
(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT	BID PRICE	EXTENSION UNIT PRICE X QUANTITY (In Figures)
515	130 C.Y.	Topsoil		
		for	Dollars	
		and	Cents per Unit	
516.1	1,648 S.Y.	Bermuda Sodding		
		for	Dollars	
		and	Cents per Unit	
524	2 C.Y.	Concrete Steps		
		for	Dollars	
		and	Cents per Unit	
530	1 L.S.	Barricades, Signs & Traffic Handling		
		for	Dollars	
		and	Cents per Unit	
531.03	5 EA.	R1-1 Stop Sign		
		for	Dollars	
		and	Cents per Unit	
531.06	1 EA.	R2-1 Speed Limit Sign		
		for	Dollars	
		and	Cents per Unit	
531.55	3 EA.	W14-1 Dead End Sign		
		for	Dollars	
		and	Cents per Unit	
531.59	6 EA.	9" Street Sign		
		for	Dollars	
		and	Cents per Unit	

BIDDER'S SIGNATURE

See Computer

Printout 

PROPOSAL SHEET FOR:

Page 5 of 6

LARKSPUR - WEST AVENUE TO BALTIC, ADDITIVE ALTERNATE
(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT	BID PRICE	EXTENSION UNIT PRICE X QUANTITY
		(Written in Words)		(In Figures)
536.01	2,512 L.F.	4" Wide Yellow Line	forDollars andCents per Unit	
536.02	150 L.F.	4" Wide White Line	forDollars andCents per Unit	
536.07	50 L.F.	24" Wide White Line	forDollars andCents per Unit	
536.09	2 EA.	Left White Arrow	forDollars andCents per Unit	
536.12	2 EA.	Word "ONLY"	forDollars andCents per Unit	
536.13	2 EA.	Straight White Arrow	forDollars andCents per Unit	
540	1 L.S.	Storm Water Pollution Prevention Plan	forDollars andCents per Unit	
552	150 L.F.	Removing and Relocating Irrigation System	forDollars andCents per Unit	

BIDDER'S SIGNATURE _____

See Computer

Printout 

PROPOSAL SHEET FOR:

Page 6 of 6

LARKSPUR - WEST AVENUE TO BALTIC, ADDITIVE ALTERNATE
(PUBLIC WORKS CONSTRUCTION)

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
----------	---------------------------------	--	--

650	1	L.S.	Video Imaging Vehicle Detection System
			forDollars
			andCents per Unit

801	80	L.F.	Tree Protection - Level IIB
			forDollars
			andCents per Unit

See Computer
Printout 

BIDDER'S SIGNATURE _____

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.

Acknowledge:
Addendum 1
Addendum 2

E-Z Bel Construction, LTD
(Name of Bidder)

By:

[Signature]
(Signature)

8/18/04
Date

ATTEST:

Chabel Sancy

President / Manager
(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): six hundred + eighty thousand two hundred thirty-three dollars and seventy-six cents \$ 680,233⁷⁶

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

E-Z Bel Construction
Company's Name

(210) 736-6595
Telephone No.

811 E Monte Blvd.
Address

(210) 735-1842
Fax No.

San Antonio, TX
City & State

78201
Zip Code

THE CITY OF SAN ANTONIO

CALENDAR DAY

CONTRACT

(CDC)

(Standard Form)

THIS AGREEMENT made the _____ day of _____ in the year _____ by and between EZ
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:

LARKSPUR – WEST AVENUE TO BALTIC

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:

Prepared by CALLE & ASSOCIATES, INC., acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in TWO HUNDRED SEVENTY (270) 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: FIVE HUNDRED THOUSAND SEVEN AND NO/100 DOLLARS

Dollars, (\$500,007.00)

Services: SEVEN HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED TWENTY EIGHT AND 05/100 DOLLARS

Dollars, (\$781,221.05)

Total: ONE MILLION TWO HUNDRED EIGHTY ONE THOUSAND TWO HUNDRED TWENTY EIGHT AND 05/100 DOLLARS

Dollars, (\$1,281,228.05)

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.

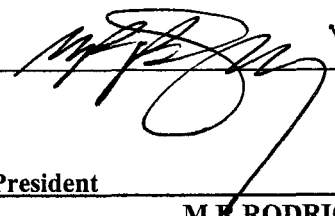
(Seal if Agreement is with Corporation)

EZ BEL CONSTRUCTION, LTD..

Contractor

ATTEST:

BY:



President

M.R.RODRIGUEZ

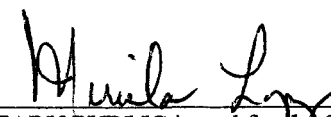
Secretary

STATE OF TEXAS }

COUNTY OF BEXAR }



This instrument was acknowledged before me on this the 8th day of October 2004
by Michael Rodriguez, President of E-Z Bel Const. a
LTD on behalf of said partnership.



NOTARY PUBLIC in and for the State of TEXAS

Miroslava Lopez

NOTARY'S PRINTED SIGNATURE

5-28-07

MY COMMISSION EXPIRES:

PAYMENT BOND

PAYMENT BOND

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

Know all men by these presents:

1. That we EZ BEL CONSTRUCTION, LTD., acting by and through

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 \$1,281,228.05 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

EZ 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

LARKSPUR – WEST AVENUE TO BALTIC

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

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

4. It is further understood that this obligation is incurred pursuant to Chapter 2253 of the Texas Government Code, and that this obligation is for the benefit and sole protection of all persons supplying labor and materials in the prosecution of said contract.

5. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this ____ day of ____
_____, A.D. 2004.

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

By: _____

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 EZ BEL CONSTRUCTION, LTD., acting by and through _____,

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 \$ _____ 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

EZ BEL CONSTRUCTION, INC.

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

LARKSPUR - WEST AVENUE TO BALTIC

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 _____,

2004.

City Manager

(SEAL)

By: _____

Surety

By: _____

Address of Surety for Service Purposes