

**CITY OF SAN ANTONIO  
PUBLIC WORKS DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council  
**FROM:** Thomas G. Wendorf, P.E., Director of Public Works  
**SUBJECT:** W. French from Zarzamora to Navidad Project  
**DATE:** April 21, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts the low responsive bid and awards a construction contract in the amount of \$404,741.25 payable to E-Z Bel Construction, Ltd., a MBE firm, authorizes \$24,737.88 for construction contingency expenses, \$1,000 for Design Contingency for construction phase services, and \$2,000.00 for advertising expenses, for a total ordinance amount of \$432,479.13 in connection with the W. French from Zarzamora to Navidad project, an authorized Community Development Block Grant (CDBG) funded project located in Council District 7. Of the \$432,479.13 amount, \$275,116.63 is funded by CDBG funds, and \$157,362.50 is funded by the San Antonio Water System (SAWS) fund.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

This project includes the reconstruction of W. French from Zarzamora to Calaveras to a 30-foot width with new curbs, sidewalks, and driveway approaches. Construction is scheduled to begin in May 2005 with anticipated completion date of September 2005.

This project was advertised for construction bids as one project in the Commercial Recorder, the San Antonio Informer, and La Prensa in January 2005. In addition, the bid announcement was made on TVSA through the Small Business Economic Development Advocacy (SBEDA) Office and Dodge Report. Plans were available for review by potential bidders at the office of Hoyt Consulting Engineers, Inc., Suite 104, San Antonio, Texas 78216. Bids for this project were opened on February 9, 2005 with four (4) bidders responding. Of these, E-Z Bel Construction, Ltd., submitted the lowest responsive bid. A matrix of the bid outcome is included herein as Attachment 2 and the construction contract is included herein as Attachment 3.

The Economic Development Department has reviewed and approved the Good Faith Effort Plan submitted by E-Z Bel Construction, Ltd., an MBE firm, has committed to performing \$400,941 (90.06%) of the project work. The Economic Development Department memorandum is included herein as Attachment 4. The contract provides for one hundred and twenty (120) calendar days to complete the project. E-Z Bel

Construction, Ltd. currently has four (4) active contracts with the City of San Antonio through the Public Works Department in the total amount of \$4,590,726 and no other contracts citywide. Additionally, E-Z Bel Construction has six (6) TxDOT/City funded projects in the total amount of \$15,478,359. A current list of projects is included herein as Attachment 5.

### **POLICY ANALYSIS**

Approval of this ordinance will be a continuation of City Council policy to participate in the development and construction of City selected and approved Community Development Block Grant projects.

### **FISCAL IMPACT**

This is a one-time capital improvement expenditure not within budget and is included in the FY 05-10 Capital Improvement Program Budget. The bid received exceeded the project budget by \$17,988.63, CDBG funds are available in District 7 to cover this item. Of the \$432,479.13 funds in the amount of \$275,116.63 are available from Community Development Block Grant funds and \$157,362.50 are available from the San Antonio Water System (SAWS) fund, and are authorized payable as follows:

\$	404,741.25	to E-Z Bel Construction, Ltd., for construction expenses
\$	24,737.88	for Construction Contingency
\$	1,000.00	for Design Contingency
\$	2,000.00	for Advertising Expenses

### **COORDINATION**

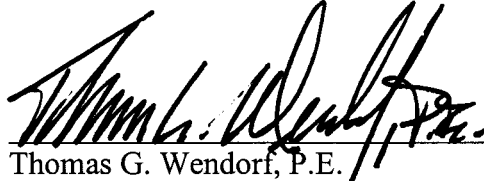
This request for ordinance has been coordinated with the Office of Management and Budget, the Housing and Community Development Department, and the Finance Department.

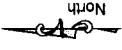
### **SUPPLEMENTARY COMMENTS**

This construction contract with E-Z Bel Construction, Ltd. 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. Construction Contract
4. Economic Development Department Memorandum dated April 1, 2005

  
\_\_\_\_\_  
Thomas G. Wendorf, P.E.  
Director of Public Works  
\_\_\_\_\_  
Melissa Byrne Vogsmeier  
Assistant City Manager  
\_\_\_\_\_  
J. Rolando Bono  
Interim City Manager



Scale: Not to Scale  
CREATED BY: ROBERTO ARREDONDO  
8 August 2003

## W. FRENCH: ZARZAMORA TO NAVIDAD

CITY OF SAN ANTONIO  
Department of Public Works  
Capital Programs Division



**CITY OF SAN ANTONIO**  
**Interdepartmental Correspondence Sheet**

TO: William E. Krause, Capital Programs Manager

FROM: David E. Matney, P.E., Project Manager

COPIES: Myron Decuir; File

SUBJECT: "W. French - Zarzamora to Navidad" (Council District 7)

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DATE: March 28, 2005

**Bids received and opened:**

February 9, 2005 at 1:00 P.M.

**Bid Tabulation:**

Contractor:	E-Z Bel Const. LTD	R.L. Jones LP	S.A. Constructors	Pronto Sandblasting
Base Bid:	247,378.75	239,080.50	267,657.04	284,185.00
Add. Alt. #1	68,360.90	85,255.00	111,415.60	99,245.00
SAWS – Sewer Work:	72,351.00	85,131.00	65,929.50	66,395.00
SAWS – Water Work:	<u>85,011.50</u>	<u>94,522.50</u>	<u>74,428.00</u>	<u>77,935.00</u>
Total:	\$473,102.15	\$503,989.00	\$519,430.14	\$527,760.00

**Plans and Specifications prepared by:**

Hoyt Consulting Engineers, Inc.  
10223 McAllister Freeway, Suite 104  
San Antonio, TX., 78216

**Funding:**

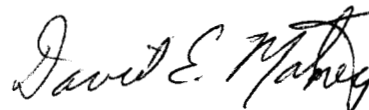
This project is funded with CDBG funds.

**Recommendation:**

Award the contract to the low bidder, E-Z Bel Construction, LTD whose bid, including the Base bid, Additive Alternate #1, SAWS Sewer work and SAWS Water work totals \$473,102.15. These categories were set up as the basis for bidder selection.

It is recommended that the project scope consist of the following three categories: Base bid, SAWS Sewer and SAWS Water bid for the amount of \$404,741.25. A copy of the recommendation letter from the Consultant is attached.

It is further recommended that a construction contingency in the amount of \$24,737.88 be established, that the design contingency be supplemented in the amount of \$1,000.00 and that a Construction advertisement fund in the amount of \$2,000.00 be established.



David E. Matney, P.E.,  
Project Manager

THE CITY OF SAN ANTONIO

CALENDAR DAY  
CONTRACT  
(CDC)  
(Standard Form)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ in the year **Two Thousand Five (2005)** by and between **E-Z BEL CONSTUCTION 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:

**W. FRENCH – N. ZARZAMORA TO N. NAVIDAD**

Prepared by **HOYT 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 **One Hundred Twenty (120) 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: TWO HUNDRED FORTY-SEVEN THOUSAND, THREE HUNDRED SEVENTY-EIGHT AND SEVNTY-FIVE CENTS Dollars, (\$247,378.75)

Services: ONE HUNDRED FIFTY- SEVEN THOUSAND, THREE HUNDRED SIXTY-TWO AND FIFTY CENTS

Dollars, (\$157,362.50)

Total: FOUR HUNDRED FOUR THOUSAND, SEVEN HUNDRED FORTY-ONE AND TWENTY-FIVE CENTS

Dollars, (\$404,741.25)

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 CONSTUCTION LTD.**

Contractor

ATTEST:

BY:

**Michael R. Rodriguez**

Secretary

**President/Manager**

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_ a  
\_\_\_\_\_ on behalf of said \_\_\_\_\_.

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

\_\_\_\_\_  
NOTARY'S PRINTED SIGNATURE

\_\_\_\_\_  
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., 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 \$ 404,741.25 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

**W. FRENCH – N. ZARZAMORA TO N. NAVIDAD**

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 \_\_\_\_\_

**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.**, acting by and through **Michael R. Rodriguez, President/Mananger**  
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 **\$ 404,741.25** 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

**W. FRENCH – N. ZARZAMORA TO N. NAVIDAD**

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.

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

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

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

(SEAL)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

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

**City of San Antonio**  
**Economic Development Department**  
**Interdepartmental Memorandum**

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

**FROM:** Manuel Longoria, Jr., Assistant Director, Economic Development Department

**COPIES:** Leonor Grimaldo; Anita Uribe Martin; File

**SUBJECT:** Good Faith Effort Plan Submitted for the Public Works Capital Improvement Project: WEST FRENCH FROM ZARZAMORA TO NAVIDAD

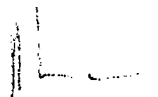
**DATE:** April 1, 2005

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We have reviewed the Good Faith Effort Plan for the Public Works Capital Improvement Project: WEST FRENCH FROM ZARZAMORA TO NAVIDAD. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<b>Total Project Cost</b>					
\$404,741					
<b>FIRM</b>	<b>CERTIFIED</b>	<b>MBE</b>	<b>WBE</b>	<b>AABE</b>	<b>GFEP</b>
E-Z BEL CONSTRUCTION, LTD.	YES	99.06% (\$400,941)	0%	0%	APPROVED

If there are any questions, please feel free to contact Anita Martin at (210) 207-3900.

  
\_\_\_\_\_  
Manuel Longoria, Jr.  
Assistant Director  
Economic Development Department

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# Contractor List

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**Contractor** E-Z Bel Construction Co., Inc.

	<b>Project Name</b>	<b>Team</b>	<b>District</b>	<b>Start</b>	<b>Completion</b>	<b>Amount</b>
	BELGIUM: PICARDE TO SBC PARKWAY	1	2	08/04	06/05	\$2,196,439
TxDOT	BITTERS RD: WEST AVE TO HEIMER	4	9	01/04	05/05	\$2,018,985
	CARDIFF AREA DRAINAGE IMPROVEMENTS	1	2	04/05	12/05	\$529,437
	HONEY ST: COMMERCE TO ARANSAS	1	2	04/05	12/05	\$583,622
TxDOT	HOUSTON - BOWIE TO PINE (MPO)	1	2	04/03	10/05	\$2,922,830
TxDOT	HOUSTON - PINE TO WALTERS	1	2	03/04	05/06	\$4,790,545
	LARKSPUR: WEST AVE TO BALTIC	4	9	01/04	10/05	\$1,281,228
TxDOT	MISSION TRAILS PACKAGE 3	3	3	09/02	05/05	\$4,900,000
TxDOT	S. FLORES: MALONE TO OCTAVIA	2	3, 5	04/05	07/06	\$0
TxDOT	THOUSAND OAKS INTERSECTIONS	4	9, 10	04/05	10/05	\$846,000
Summary for 'Contractor' = E-Z Bel Construction Co., Inc. (10 detail records)						
	<b>Sum of Contracts</b>					\$20,069,085
	<b>Grand Total of Contracts</b>					\$20,069,085