

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

* **CONSENT AGENDA**
ITEM NO. 16

TO: Mayor and City Council

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

SUBJECT: James Park Development and Holbrook Road Improvements

DATE: October 20, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the lowest responsive bid and awards a construction contract in the amount of \$1,381,125.57 payable to E-Z Bel Construction, Ltd., authorizes \$121,551.71 for Project Contingency, \$93,594.81 for Capital Administrative fees, and \$2,000 for Advertising Expenses. This ordinance also amends the professional services agreement and authorizes funding in the amount of \$11,894 payable to HDR Engineering, Inc., for construction phase services, for an overall total ordinance amount of \$1,610,166.09, funded from General Obligations of the City, in connection with the James Park Development and Holbrook Road Improvements project, an authorized 1999-2004 Flood Control with Park Improvements Bond project located in Council District 2. Of the \$1,610,166.09 amount, \$165,608.50 is funded by San Antonio Water System (SAWS).

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

This project provides for 565 feet of drainage channel improvements, 200 feet of storm water drainage culvert improvements, and roadway and intersection improvements at the intersections of Rittiman and Holbrook and Aina and Holbrook. Sanitary sewer and water main lines will also be replaced in this project. Construction is anticipated to begin in December 2005 and to be completed in August 2006.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in August 2005. 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 at the office of HDR Engineering, Inc. 1020 NE Loop 410, Suite 400, San Antonio, Texas 78209. Bids for this project were opened on September 14, 2005 and five (5) firms responded. Of these E-Z Bel Construction, Ltd., submitted the lowest responsive bid. E-Z Bel Construction, Ltd. currently has eight (8) active contracts with the City in the amount of \$15,686,864. 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. and the contractor has committed that 86.97% of the work provided under this contract shall be completed by a MBE firm and 94.57% will be completed by a SBE firm. The Memorandum from the Economic Development Department is included herein as Attachment 4.

A previously executed professional service agreement with W.E. Simpson Company, Inc., now HDR Engineering, Inc., was approved by Ordinance No. 82402 on June 22, 1995 and initially authorized \$124,000.00 for services related to this project. Subsequent action has increased the contract amount to \$242,228.10. This ordinance will increase the total amount approved for this contract to \$254,122.10.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 1999-2004 General Obligation Flood Control with Park Improvements and 1994-1999 General Obligation Drainage Improvement Bond funded Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure not within budget and partially included in the FY 06-11 Capital Improvement Program Budget. A portion of this item in the amount of \$152,757.59 is not within budget; approval of this ordinance will appropriately modify the Capital Budget. Funds in the amount of \$1,444,557.59 are available from General Obligations of the City and \$165,608.50 are available from SAWS funds and authorized to be appropriated and payable as follows:

\$1,381,125.57	payable to E-Z Bel Construction, Ltd. for construction services
\$ 121,551.71	for Project Contingency
\$ 93,594.81	for Capital Administrative fees
\$ 2,000.00	for Advertising Expenses
\$ 11,894.00	payable to HDR Engineering, Inc. for construction phase services

COORDINATION


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

SUPPLEMENTARY COMMENTS

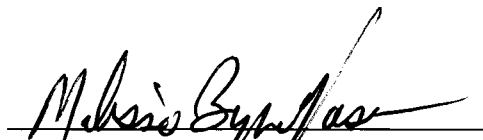
The Discretionary Contracts Disclosure Form submitted by the consultant, HDR Engineering, Inc. is included herein as Attachment 5. The construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required.

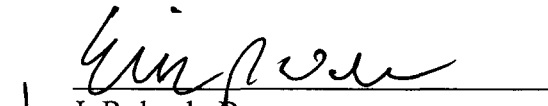
ATTACHMENTS

1. Project Map
2. Bid Tabulation
3. Construction Contract
4. Memo from the Economic Development Department dated September 14, 2005.
5. Discretionary Contracts Disclosure Form for HDR Engineering, Inc.

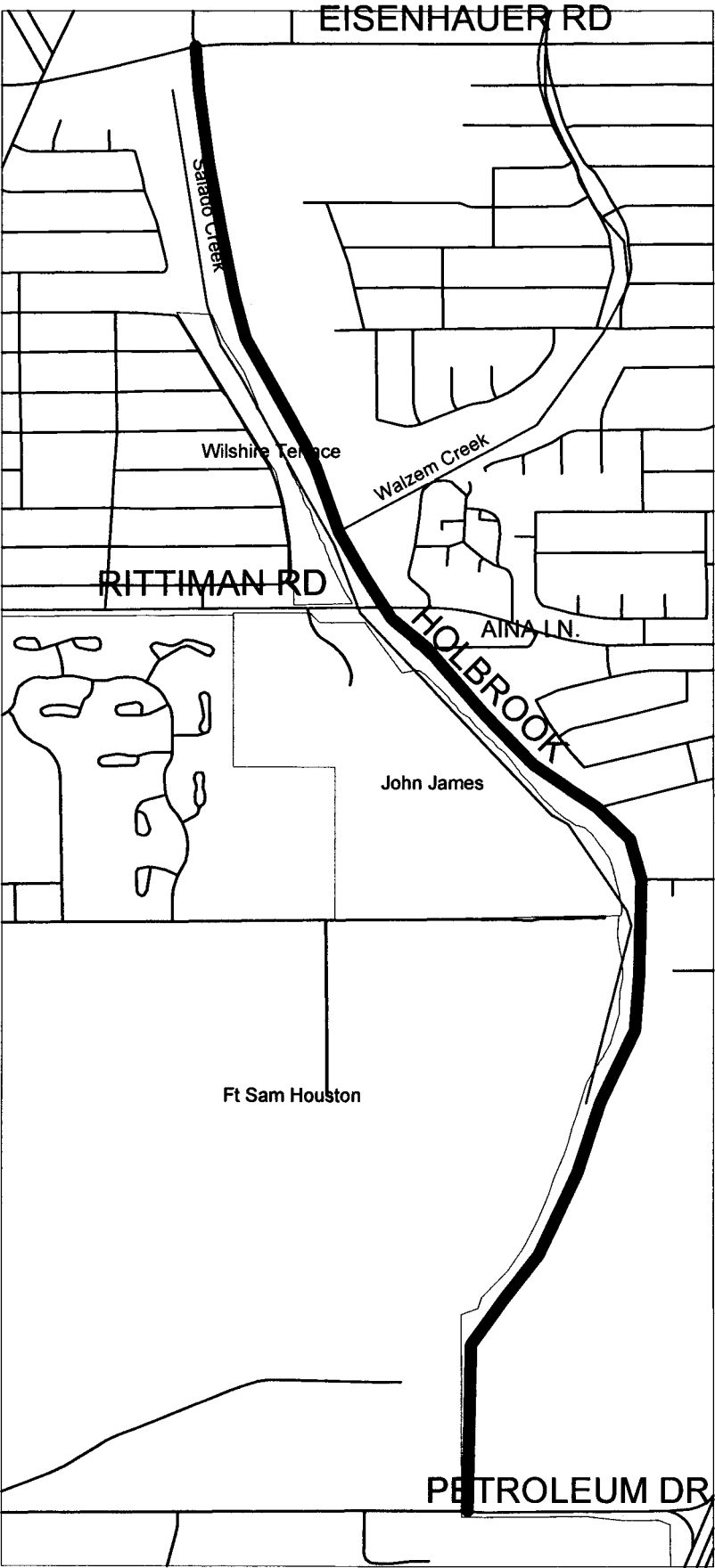

Thomas G. Wendorf, P.E.
Director of Public Works


Malcolm Matthews
Director of Parks & Recreation


Melissa Byrne Vossmer
Assistant City Manager


J. Rolando Rono
City Manager

JAMES PARK DEVELOPMENT & HOLBROOK RD. IMPROVEMENTS



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: Anibal A. Gutierrez Jr., P.E., Project Manager

Copies: Plans & Records, File

Subject: James Park Development & Holbrook Road Improvements, District 2

Date: September 22, 2005

Bids opened and received:

September 14, 2005 @ 1:00 P.M.

Bid Tabulation

Contractor	Base Bid Part 1	Base Bid Part 2	S.A.W.S. Water	S.A.W. S. Sanitary Sewer	Grand Total
E-Z Bel Construction, Ltd.	\$524,582.07	\$690,935.00	\$129,878.50	\$35,730.00	\$1,381,125.57
A.J. Commercial Services Inc.	\$482,933.95	\$790,457.39	\$190,632.71	\$30,715.00	\$1,494,739.05
R.L. Jones LP	\$592,482.75	\$821,116.30	\$123,388.00	\$10,035.00	\$1,547,022.05
Pronto Sandblasting & Coating	\$480,801.00	\$1,060,768.40	\$108,557.20	\$11,570.00	\$1,661,696.60
Salinas Construction	\$676,808.70	\$822,113.37	\$146,027.80	\$29,006.25	\$1,673,956.12

Plans and specifications prepared by:

HDR Engineering, Inc.
1100 N.E. Loop 410 Ste. 200
San Antonio, Texas 78209
210-828-2217

Funding: This project is funded with 1994 & 1999 Drainage Bond funds.

THE CITY OF SAN ANTONIO

CALENDAR DAY CONTRACT

THIS AGREEMENT made the _____ day of _____ in the year TWO THOUSAND FIVE (2005) 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:

JAMES PARK DEVELOPMENT AND HOLBROOK ROAD IMPROVEMENTS

Prepared by HDR ENGINEERING, 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 AND TWENTY FIVE (225) **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 and Services: ONE MILLION, THREE HUNDRED EIGHTY-ONE THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS AND FIFTY-SEVEN CENTS. (\$1,381,125.57)

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

Title

Secretary

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,**

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 \$ 1,381,125.57 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

JAMES PARK DEVELOPMENT AND HOLDBROOK ROAD IMPROVEMENTS

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: _____
Michael R. Rodriguez, President

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

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 **\$ 1,381,125.57** 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

JAMES PARK DEVELOPMENT AND HOLBROOK ROAD IMPROVEMENTS

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 _____,

2004.

City Manager

(SEAL)

By: _____
Michael R. Rodriguez, President

Surety

By: _____

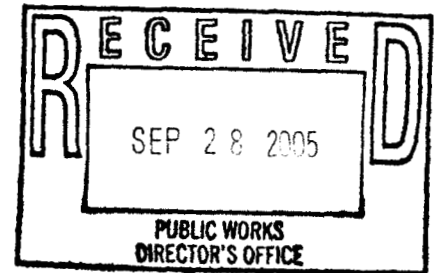
Address of Surety for Service Purposes

- James Park Development & Holbrook Road F

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City of San Antonio
Economic Development Department
Interdepartmental Memorandum



TO: Tom Wendorf, Director, Public Works Department

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

COPIES: Anita U. Martin, File

SUBJECT: Good Faith Effort Plan Submitted for the **James Park Development and Holbrook Rd. Improvements Phase 1 and 2 Project**

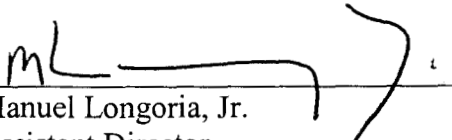
DATE: September 14, 2005

We have reviewed the Good Faith Effort Plan and list of subcontractors for the **James Park Development and Holbrook Rd. Improvements Phase 1 and 2 Project**. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>						
\$1,381,125.27						
FIRM	CERTIFIED	MBE	WBE	AABE	SBE	GFEP
EZ-Bel Construction, LTD.	YES MBE, SBE	86.97% \$1,201,125	0% \$0	0% \$0	94.57% \$1,306,125	APPROVED

The firm of A & J Fence, which is listed on the List of Subcontractors, is currently being processed for certification as a MBE.

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


Manuel Longoria, Jr.
Assistant Director
Economic Development Department

ML/hv

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a party to the discretionary contract:

HDR Engineering, Inc.

(2) Identify any individual or business entity which is a *partner, parent* or *subsidiary* business entity, of any individual or business entity identified above in Box (1):

☐ **No partner, parent or subsidiary; or**

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

HDR, Inc.

(3) Identify any individual or business entity that would be a *subcontractor* on the discretionary contract.

☐ **No subcontractor(s); or**

List subcontractors:

The Schultz Group

(4) Identify any *lobbyist* or *public relations firm* employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ **No lobbyist or public relations firm employed; or**

List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):



No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
HDR Engineering, Inc.	Ron Segovia	\$100	06/29/04
Todd Compton	Art Hall	\$250	03/7/05

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

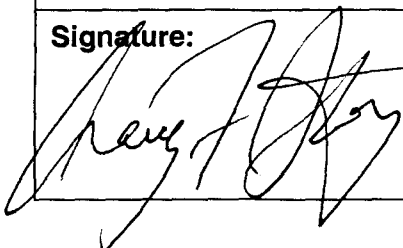


Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:



Title:

Vice President
Company or D/B/A:
HDR Engineering, Inc.

Date:

Sept 20, 2005

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.