

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

CONSENT AGENDA

ITEM NO. 18

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, Peter Zanoni, Milo D. Nitschke, and file

SUBJECT: Braniff – Turbo to U.S. 281

DATE: May 20, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low responsive bid and awards a construction contract in the amount of \$715,923.15 payable to R.L. Jones, LP, authorizes \$71,592.32 for construction contingency expenses, and \$1,000.00 for advertising expenses for an overall total of \$788,515.47 from Certificates of Obligation funds in connection with Braniff – Turbo to U.S. 281, an authorized 1994-1999 General Obligation Drainage Bond project, located in Council District 9.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This project includes the installation of a drainage system on Braniff, Rendevous, and Turbo Drive, as well as mill and overlay as deemed necessary. This project is scheduled to begin construction in June of 2004 and to be completed by June of 2005.

This Project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in March 2004. 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 April 14, 2004 with four (4) bidders responding. A matrix reflecting the outcome of the bid process is attached.

The Economic Development Department has reviewed and approved the Good Faith Effort Plan submitted by R.L. Jones, LP and the contractor has committed to subcontract \$159,000.00 (22.07%) to MBE firms and \$14,000.00 to AABE firms (1.94%). The Memorandum from the Economic Development Department is included herein as Attachment 3. The contract provides for one hundred fifty (150) calendar days to complete the project. R.L. Jones, LP currently has three (3) construction contracts with the City of San Antonio through the Public Works Department in the total amount of \$6,066,865.00. A current list of projects is included herein as Attachment 4.

Funds for the construction of this project in the amount of \$107,515.47 are being transferred from surplus funds identified in the Hollyhock at Huebner Creek Drainage Structure Project Budget.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 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 of the total amount of \$788,515.47, the amount of \$681,000 is included in the FY 04-09 Capital Improvement Program Budget. Funds in the amount of \$107,515.47 are available from the Hollyhock at Huebner Creek Drainage Structure Project Budget and funds in the amount of \$681,000 are available from 2002 Certificates of Obligation, and are authorized payable as follows:

\$ 715,923.15	payable to R.L. Jones, LP for construction expenses
\$ 71,592.32	payable for miscellaneous construction contingency
\$ 1,000.00	payable for advertising expenses

COORDINATION


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

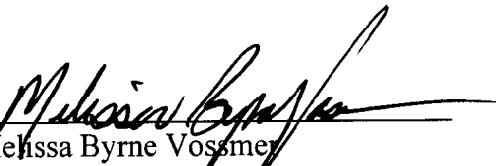
SUPPLEMENTARY COMMENTS

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


ATTACHMENTS

1. Project Map
2. Bid Tabulation
3. Economic Development Department Memorandum, dated April 27, 2004
4. Current Project List, R.L. Jones, LP
5. Proposal
6. Contract

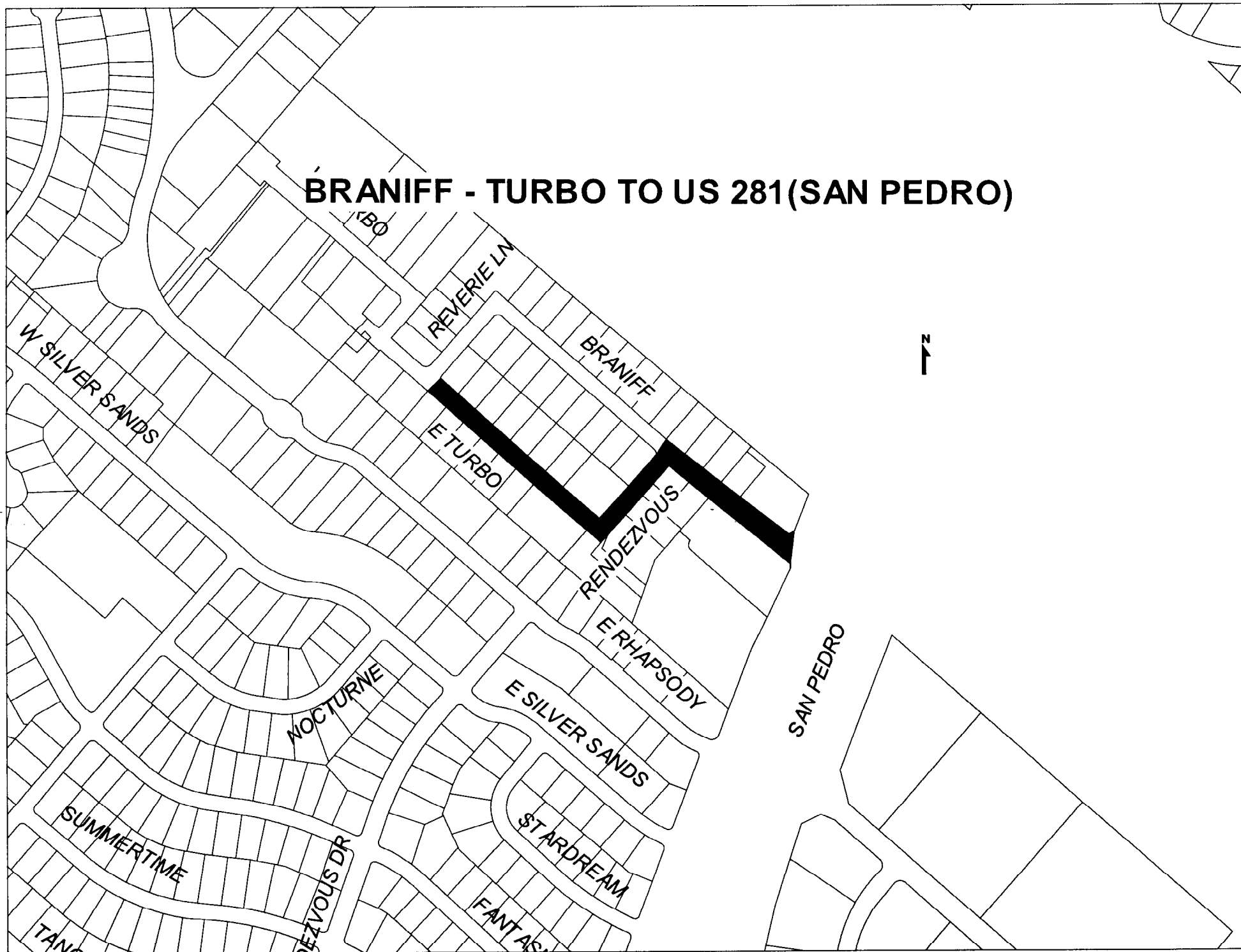
 PE 5/7/04
Thomas G. Wendorf, P.E.
Director of Public Works


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

BRANIFF - TURBO TO US 281(SAN PEDRO)



CITY OF SAN ANTONIO
Interdepartmental Correspondence Sheet

received
4/22/04

To: William E. Krause, Capital Programs Manager

From: Al-Siam Ferdous, P.E., Acting Project Manager

Copies: Plans & Records, File

Subject: Braniff - Turbo to U.S. 281 - Council District 9

Date: April 22, 2004

Bids opened and received:
April 14, 2004

Bid Tabulation

Contractor	Base Bid Grand Total
RL Jones	\$715,923.15
Pipelayers, Inc.	\$747,255.40
Pronto Sandblasting & Con.	\$767,369.70
E-Z Bell Constructors	\$779,589.20

Plans and specifications prepared by:

Maestas & Bailey, Inc.
518 East Ramsey, Suite 204
San Antonio, TX
(210) 366-1988

RECEIVED

APR 29 2004

CITY OF SAN ANTONIO
PUBLIC WORKS, CAPITAL PROGRAMS

City of San Antonio
Economic Development Department
Interdepartmental Memorandum

William Kraus, 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 Braniff – Turbo to US 281

DATE: April 27, 2004

We have reviewed the Good Faith Effort Plan and list of subcontractors for the Braniff – Turbo to US 281 Package. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>					
\$715,923					
FIRM	CERTIFIED	MBE	WBE	AABE	GFEP
R.L. JONES	NO	22.07% (\$159,000)	0%	1.94% (\$14,000)	APPROVED

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



Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AUM/hv

Contractor List

Contractor		R.L. Jones, LP			
Project Name	Team	District	Start	Completion	Amount
Culebra Area Streets	5	7	11/03	08/04	\$1,071,279
Evergreen Court: Evergreen St. to N. St. Mary's	4	1	05/04	12/04	\$824,477
Evergreen Street: McCullough Ave. to E. Euclid Ave.					
W.W. White Road, Phase I: Rigsby to Lord	1	2	10/03	11/04	\$4,171,109
Sum of Contracts					\$6,066,865
Grand Total of Contracts					\$6,066,865

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
Braniff – Turbo to U.S. 281

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 150 calendar days

Accompanying this Proposal is a Bid Guaranty in the amount of Five Percent

of Total Bid Dollars (\$ 5% of total bid) said amount being

 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 David Jones, Jeremiah Jones, Joshua Jones,
Courtney Jones and Brittany Jones.
- ☐ 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.

R.L. Jones LP

(Name of Bidder)

By: [Signature]

(Signature)

April 14, 2004

Date

ATTEST:

[Signature]

President

(Title)

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

Seven hundred & fifteen
thousand & nine hundred & twenty three dollars & 15/100
\$ 715,923.15

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

R.L. Jones LP

Company's Name

(210) 496-6223

Telephone No.

18946 Redland Road

Address

(210) 495-7535

Fax No.

San Antonio, Texas

City & State

78259

Zip Code

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the 20th day of May in the year 2004 by and between

R.L. JONES, L.P., 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:

BRANIFF - TURBO TO U.S. 281

Prepared by Maestas & Bailey, 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 AND FIFTY (150) 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: Three hundred & ninety thousand dollars
Dollars, (\$390,000.00)

Services: Three hundred & fifteen thousand & nine hundred & twenty three dollars & fifteen cents
Dollars, (\$315,923.15)

Total: SEVEN HUNDRED FIFTEEN THOUSAND, NINE HUNDRED TWENTY THREE AND
15/100 Dollars, (\$715,923.15)

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)

R.L. JONES, L.P.

Contractor

ATTEST:

BY:

David Jones
DAVID JONES, L.P.

PRESIDENT

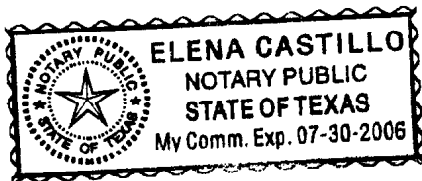
Title

Secretary

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 7th day of May 2004
by David Jones, President of R.L. Jones, Ltd. a
Partnership on behalf of said Company



Elena Castillo
NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo
NOTARY'S PRINTED SIGNATURE

7-30-2006
MY COMMISSION EXPIRES:

PAYMENT BOND

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

Know all men by these presents:

1. That we **R.L. Jones, L.P.**, a Partnership composed of David Jones, Jeremiah Jones, Joshua Jones, Courtney Jones and Brittany Jones, acting by and through David Jones, 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 **\$715,923.15** 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

R.L. JONES, L.P.

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

BRANIFF - TURBO TO U.S. 281

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 _____.

R.L. JONES, L.P.

By _____
David Jones, President

City Manager

Surety

(SEAL)

By _____

Address of Surety for Service Purposes

PERFORMANCE BOND

STATE OF TEXAS)
COUNTY OF BEXAR) Know all men by these presents:
CITY OF SAN ANTONIO)

1. That we **R.L. Jones, L.P., a Partnership composed of David Jones, Jeremiah Jones, Joshua Jones, Courtney Jones and Brittany Jones, acting by and through David Jones, 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 \$715,923.15 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

R.L. JONES, L.P.

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

BRANIFF - TURBO TO U.S. 281

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 _____

By

City Manager

(SEAL)

R.L. JONES, L.P.

David Jones, President

Surety

By

Address of Surety for Service Purposes