

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

CONSENT AGENDA
ITEM NO. 9

TO: Mayor and City Council

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

THROUGH: Terry M. Brechtel, City Manager

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

SUBJECT: 2004 Speed Hump Program

DATE: July 29, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low responsive bid and awards a construction contract in the amount of \$327,820 payable to R.L. Jones, LP, and authorizes \$32,782 for construction contingency expenses, in connection with the 2004 Speed Hump Program, an authorized 2003-2007 General Obligation Street Improvement Bond and Neighborhood Access Mobility Program (NAMP) funded project, located in Council Districts 1, 2, 4, 5, 6, 7, 8, 9 and 10. This ordinance also authorizes the transfer of funds in the amount of \$12,644.72 from the approved 2003-2007 Street Improvement Bond "Pedestrian Mobility and Traffic Calming Projects in District 4" project, to the City Force Account for the installation of speed humps at two locations and for necessary pavement repairs in connection with two other speed hump installations in City Council District 4, for a total ordinance amount of \$373,246.72.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This project will provide for the installation of speed humps City-wide as part of the City's 2004 NAMP program as well as speed humps in City Council District 4 as part of the authorized 2003-2007 Street Improvement Bond Project entitled "Pedestrian Mobility and Traffic Calming Projects in District 4". This ordinance authorizes a construction contract with R.L. Jones, LP for the installation of speed humps at 102 locations in City Council Districts 1, 2, 4, 5, 6, 7, 8, 9 and 10. In order to meet the goal and prior commitment of the Public Works Department, 48 of the 102 speed humps must be installed no later than September 30, 2004. The remaining locations will be completed within the allocated contract term. This ordinance also provides for the installation of speed humps by City Forces at two locations in District 4, and for the necessary street repairs by City Forces in connection with two installations to be performed by R.L. Jones, LP. Project construction is estimated to begin on August 16, 2004 and to be completed by December 13, 2004.

City Council has previously approved the procurement of the speed hump materials for the installations in District 4 through Ordinance Number 98987 on March 25, 2004, as part of the 2003-2007 approved Street Improvement Bond project, "Pedestrian Mobility and Traffic Calming Projects in District 4". Materials for the other speed hump installations have been procured under a separate authorization.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in June of 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 July 7, 2004 with three (3) bidders responding. A matrix reflecting the outcome of the bid process is included herein as Attachment 2.

The Economic Development Department has reviewed and approved the Good Faith Effort Plan submitted by R.L. Jones, LP. As the services provided under this contract are of a very specialized nature, the opportunity to subcontract with minority- and woman-owned firms is limited. The contractor is encouraged to utilize the means necessary for outreach to MBE/WBE/AABE firms whenever possible. The Memorandum from the Economic Development Department is included herein as Attachment 3. The contract provides for one hundred twenty (120) calendar days to complete the project. R.L. Jones, LP currently has five (5) construction contracts with the City of San Antonio through the Public Works Department in the total amount of \$6,392,667. A current list of projects is included herein as Attachment 4.

POLICY ANALYSIS

Approval of this ordinance will be in accordance with the 2003-2007 Bond Program approved in November 2003, and with the 2004 NAMP Program. This ordinance is also a declaration of the City's official intent to reimburse itself from the proceeds derived from the sale of the City of San Antonio, General Obligation Street Improvement Bonds.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and not included in the authorized FY04-09 Capital Improvement Program Budget. This action will appropriately modify the Capital Budget in the amount of \$373,246.72. Funds in the amount of \$165,863.86 are available from the 2003-2007 General Obligation Street Improvement Bonds and \$207,382.86 are available from the Neighborhood Accessibility and Mobility Program for a total of \$373,246.72 payable as follows:

\$327,820.00	payable to R.L. Jones, LP for installation expenses
\$ 32,782.00	payable for construction contingency
\$ 12,644.72	payable to Streets City Force Account

COORDINATION

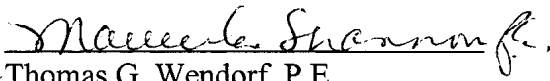
This request for ordinance has been coordinated with the Office of Management and Budget, the City Attorney's Office, the Economic Development Department and the Finance Department.

SUPPLEMENTARY COMMENTS

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

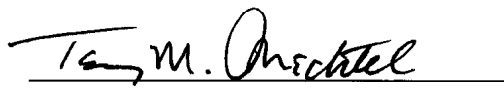
ATTACHMENTS

1. Table of Installation Locations
2. Bid Tabulation
3. Economic Development Department Memorandum
4. Current Project List, R.L. Jones, LP
5. Proposal
6. Contract


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


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

List of Speed Hump Locations

Location No.	District	Location:	To:	From:
1	1	Allena	Marchmont	Dresden
2	1	Briarfield	Dudley	Turtle Creek
3	1	Cherry Ridge	Vance Jackson	Saxon
4	1	Delgado	Sabinas	San Jacinto
5	1	Lampost	Arroya Vista	Northway
6	1	Langton	Blanco	Thames
7	1	Loma Linda	Danville	Williamsburg
8	1	Ramport	Mertz	McCullough
9	1	Redcliff	Mertz	McCullough
10	1	Rexford	Mertz	McCullough
11	1	Spicewood	Saxon	Neer
12	1	Spicewood	Vance Jackson	Saxon
13	1	Weizmann	Winewood	Allena
14	1	Westmoreland	Dresdan	Weizmann
15	2	Castle Lance	Midcrown	Castle Shield
16	2	Donshire	Chestnut Manor	Manderly
17	2	Summerfest	Misty Springs	Sun Canyon
18	2	Summerfest	Sunrise Creek	Sunrise Cove
19	5	26th NW	Laurel	Poplar
20	5	34th NW	Fortuna	Commerce
21	5	Bank	Dowdy	King Roger
22	5	Ceralvo	Cupples	Barclay
23	5	Creighton	Dacus	Fay
24	5	Floyd	Ray	Oriental
25	5	Helena	Flores	Emerald
26	5	Loma Park	Ellor	Maria Elena
27	5	Lone Star	Dowdy	Probandt
28	5	Mayberry	36th St	34th St
29	5	San Felipe	Blue Ridge	Rivas
30	5	Stonewall	Commercial	Orey
31	6	Bendell	April Bend	Laurel Bend
32	6	Rue De Lis	Beaudine	Charter
33	6	Senisa Springs	Alexa Place	Joshua
34	6	SW 38th St	Abshire	Eldridge
35	6	Timber Creek	Meadow Way	Grassfield

Location No.	District	Location:	To:	From:
36	6	Westlawn	Westcloud	Westplain
37	7	Benrus	Fig	Aurora
38	7	Glenview W	Midcrest	Horizon
39	7	Merkens	Alan Hale	Wurzbach
40	7	Oakfield Way	Misty Park	Grissom
41	7	Silent Oaks	Coral Springs	Quail Garden
42	7	Thomas Jefferson	Alexander Hamilton	St. Cloud
43	8	George Rd	Stoney Hill	Castle Grove/Wycliff Rise
44	8	Indian Woods	Fig Tree Woods	Center Oak Woods
45	8	Lockhill	Oakland	Babcock
46	8	Lockhill	Oakland	Southwell
47	8	Lost Bluff	Green Bluff	Wood Bluff
48	8	Maple Park	Corian Park	Hunter Land
49	8	Maple Park	Cedar Park	Huntmans Lake
50	8	Moss Brook	7316 Moss Brook	7455 Moss Brook
51	8	Newcome	Cambray	Baywater
52	8	Spring Rain	Babcock	Spring Front
53	8	Spring Rain	Spring Forest	Spring Front
54	8	Sunset Haven	Dawn Haven	Autumn Vista
55	8	Whisper Willow	Wurzbach	Whisper Falls
56	9	Encino Cliff	Encino Royale	Encino Crown
57	9	Robinhood Place	Nacogdoches	Middleton
58	10	Cerro Vista	El Sendero	La Charca
59	10	Creekway	Spring Valley	Spring Corner
60	10	Independence	Chancey Springs	Wanyesboro
61	10	Raintree Forest	Topperwein	Hillside Rd
62	10	Rocky Creek	Fox Creek	Stahl
63	10	Sun Gate	Bright View	Spring Dawn
64	4	Apple Valley	Palm Valley	Walnut Valley
65	4	Aragon	Palo Alto	Questa
66	4	Briggs Ave	New Lardeo Hwy	Yvonne
67	4	Chaps	Spur	Gunsmoke
68	4	Dugas	Aztec Village	Cedarbend
69	4	Ellison Dr S	Cedar Bend	Potranco
70	4	Elm Valley	Apple Valley	Walnut Valley

Location No.	District	Location:	To:	From:
71	4	Fairmeadows	Prairie Hill	Hunters Creek
72	4	Fitch	Lenard	Zarzamora
73	4	Five Palms	Buckhorn	Century
74	4	Five Palms	Elk Runner	Rain Dance
75	4	Five Palms	Running Horse	Old Pearsall
76	4	Golden Ave	Amapola	Somerset
77	4	Grosvenor	Nock	Tacoma
78	4	Harness	Remuda/Quirt	Westshire
79	4	Hayden	Pearsall	Clegg
80	4	Heritage Farm	Ellison	Saddle Brook
81	4	Lytle	Gillette	Villarest
82	4	McArthur	Nimtz	Somerset
83	4	McCauley	Ascot	IH-35
84	4	Mill Valley	Lark Valley	Pine Valley
85	4	Ozalid	Gillette	Tortuga
86	4	Peabody	Rankin	Somerset
87	4	Pitluk	Albren	Mesa
88	4	Pyron W	IH 35	Commercial
89	4	Pyron W	Huron	IH-35
90	4	Pyron W	Packard Pl	Huron
91	4	Pyron W	Zarzamora	Wabash
** 92	4	Rayburn	Logwood	Escalon
** 93	4	Rayburn	Escalon	Tacoma/Commercial
94	4	Seacomber	Royal Gate	Amberwood
95	4	Springvale	Gage	Dumont
96	4	Spur	Stagecoach	West Rock
97	4	Vincent	McNair	Lasswell
98	4	Wainwright	Palo Alto	Lasswell
99	4	Westshire	Harness	Roan
100	4	Whitman	Ella	Oconee
101	4	Whitman	Ella	Packard
102	4	Whitman	Gerald	Oconee
103	4	Wilson Creek	Five Forks	Adams Hill
104	4	Zabra	Horal	Tomar

** Installations to be performed by City Forces

CITY OF SAN ANTONIO
Interdepartmental Correspondence Sheet

To: William E. Krause, Capital Programs Manager

From: Samuel Hutchins, P.E.-Project Manager

Copies: Plans & Records, File

Subject: Speed Hump Program 2004 - Council Districts 1,2,5,6,7,8,10 NAMP & Dist. 4 Bond

Date: July 7, 2004

Bids opened and received:

July 7, 2004

Bid Tabulation

Contractor	Base Bid	Grand Total
RL Jones	\$327,820.00	\$327,820.00
San Antonio Constructors	\$331,454.00	\$331,454.00
American Signal Equip.	\$685,265.00	\$685,265.00

Plans and specifications prepared by:

Capital Programs Division
Department of Public Works
114 W. Commerce, 5th Floor
San Antonio, Texas 78205

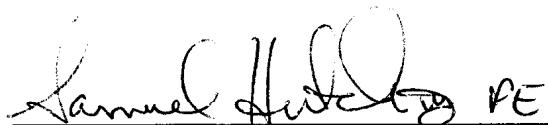
Funding:

This project is funded with:

District 1 Namp
District 2 Namp
District 5 Namp
District 6 Namp
District 7 Namp
District 8 Namp
District 10 Namp
2003 Street Bond


Recommendation:

Award the contract to the low bidder, R. L. Jones LP, whose total bid including Public Works total \$327,820.00.



Samuel Hutchins IV, PE,
Project Manager

Approved:



William E. Krause
Capital Programs Manager


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

TO: William Kraus, Capital Programs, Manager, Public Works Department
FROM: Anita Uribe Martin, Manager, Economic Development Department
COPIES: Denise Shaffer; File
SUBJECT: Good Faith Effort Plan submitted for the 2004 Speed Hump Program
DATE: July 15, 2004

We have reviewed the Good Faith Effort Plan and list of subcontractors submitted for the 2004 Speed Hump Program. The apparent low bidder has submitted the following contract amount.

Total Project Cost					
\$327,820.00					
FIRM	CERTIFIED	MBE	WBE	AABE	GFEP
R.L. JONES LP	NO	0%	0%	0%	APPROVED

Due to the specialized nature of this contract, The Good Faith Effort has been approved based on R.L. Jones effort used in soliciting M/WBE's. Even though R.L. Jones failed to meet the goals, they showed great determination in attempting to find qualified M/WBE's for this project. Please feel free to contact me at (210) 207-3901, if you have any questions or require additional information.



Anita Uribe Martin
Economic Development Department
Manager

AUM/hv

Contractor List

Contractor R. L. Jones Co., Inc.

Project Name	Team	District	Start	Completion	Amount
BRANIFF - TURBO TO US 281(SAN PEDRO)	4	9	07/04	12/04	\$806,126
CULEBRA AREA STREETS PHASE III	5	7	11/03	08/04	\$1,071,280
EVERGREEN COURT: EVERGREEN ST. TO N. ST. MARYS	4	1	05/04	12/04	\$97,023
EVERGREEN STREET: MC CULLOUGH AVE. TO E. EUCLID AVE.	4	1	05/04	12/04	\$489,115
W.W. WHITE PH I: RIGSBY TO LORD	1	2	10/03	12/04	\$3,929,123
Summary for 'Contractor' = R. L. Jones Co., Inc. (5 detail records)					
Sum of Contracts					\$6,392,667
Grand Total of Contracts					\$6,392,667

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
2004 Speed Hump Program

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 120 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.

In Receipt of Addendum No. 1 + 2.

R.L. Jones LP

(Name of Bidder)

By: *[Signature]*

(Signature)

ATTEST:

Date July 7, 2004

[Signature]

President

(Title)

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

Three Hundred twenty seven Thousand, eight Hundred twenty dollars and No Cents. \$ 327,820.00

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

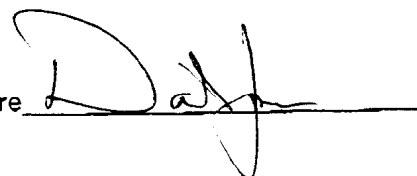
Proposal Sheet

2004 SPEED HUMP PROGRAM

ITEM NUMBER	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE	EXTENSION (UNIT PRICE X QUANTITY)
100.1	LUMP SUM	INSURANCE AND BOND for <i>Eleven thousand five hundred</i> Dollars and <i>no</i> cents	\$ <i>11,500.00</i>
530	LUMP SUM	BARRICADES, SIGNS AND TRAFFIC HANDLING for <i>Two thousand</i> Dollars and <i>no</i> cents	\$ <i>2,000.00</i>
799	765 CUSHIONS	MODULAR RUBBER CUSHIONS for <i>Two hundred forty</i> Dollars and <i>no</i> cents	\$ <i>183,600.00</i>
531.61	220 SPECIAL SIGNS (SIGN 2)	HUMP AHEAD SYMBOL SIGN for <i>One hundred fifteen</i> Dollars and <i>no</i> cents	\$ <i>25,300.00</i>
531.54	220 ADVISORY SPEED SIGNS (SIGN 3)	20 MPH ADVISORY SPEED SIGN (W13-1) for <i>Twenty five</i> Dollars and <i>no</i> cents	\$ <i>7,700.00</i>
531.61	440 SPECIAL SIGNS (SIGN 1)	HUMP SYMBOL SIGN for <i>One hundred ten</i> Dollars and <i>no</i> cents	\$ <i>48,400.00</i>
537.16	1,530 PAVEMENT MARKERS	RAISED PAVEMENT MARKERS (TYPE II,C-R) for <i>Four</i> Dollars and <i>no</i> cents	\$ <i>6,120.00</i>
535-E	14,400 L.F. MARKINGS	HOT APPLIED THERMOPLASTIC PAVEMENT MARKINGS for <i>Three</i> Dollars and <i>no</i> cents	\$ <i>43,200.00</i>

Proposal-1

Bidder's Signature



THE CITY OF SAN ANTONIO

**CALENDAR DAY
CONTRACT
(CDC)
(Revised Form)**

THIS AGREEMENT made the _____ day of _____ in the year 2004 by and between R.L. Jones, LP, 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:

2004 SPEED HUMP PROGRAM

Prepared by City of San Antonio, Public Works Department, Capital Programs Division, 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: SIXTY FIVE THOUSAND, FIVE HUNDRED SIXTY-FOUR AND NO/100 DOLLARS . (\$65,564.00)

Services: TWO HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED FIFTY SIX AND NO/100 DOLLARS, (\$262,256.00)

Total: THREE HUNDRED TWENTY-SEVEN THOUSAND, EIGHT HUNDRED TWENTY AND NO/100 DOLLARS (\$327,820.00)

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.

Article 7. By no later than September 30, 2004, Contractor shall install the initial 48 speed humps as identified in the Contract Documents. The Contractor shall be assessed liquidated damages of \$400.00 per calendar day for failure of timely completion of these particular speed humps, in addition to any other liquidated damage provisions of this Agreement.

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, LP,
Contractor**

ATTEST:

BY: R. L. Jones Management, LLC, a Texas Limited Liability Corporation, General Partner

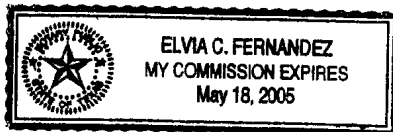
SECRETARY

Jeremiah Jones 7/19/04
JEREMIAH JONES, VICE PRESIDENT

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 19th day of July 2004 by JEREMIAH JONES, Vice President of R.L. JONES MANAGEMENT, LLC, a Texas limited liability corporation, General Partner, on behalf of said R.L. JONES, LP, Partnership.



Elvia C. Fernandez
NOTARY PUBLIC in and for the State of TEXAS

ELVIA C. FERNANDEZ
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 05-18-2005

PAYMENT BOND

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

Know all men by these presents:

1. That we **R.L. Jones, LP, a Texas limited partnership, acting by and through its General Partner, R.L. Jones Management, LLC, a Texas limited liability corporation, Jeremiah Jones, Vice 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 **\$327,820.00** 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, LP

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

2004 SPEEDHUMP PROGRAM

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, LP,
By and through R.L. Jones Management, LLC, General
Partner**

By: _____
Jeremiah Jones, Vice 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 **R.L. Jones, LP, a Texas limited partnership, acting by and through its General Partner, R.L. Jones Management, LLC, a Texas limited liability corporation, Jeremiah Jones, Vice 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 **\$327,820.00** 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, LP

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

2004 SPEEDHUMP PROGRAM

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, LP
By and through R.L. Jones Management, L.L.C.,
General Partner

Jeremiah Jones, Vice President

Surety

By

Address of Surety for Service Purposes