

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

CONSENT AGENDA

ITEM NO.

14

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: Neighborhood Improvement Construction

DATE: September 2, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low responsive bid and awards a construction contract in an amount not to exceed \$1,338,768.29 payable to RAM Building Services, LLC, an MBE, authorizes a total of \$130,000 for construction contingency expenses, and \$1,000.00 for advertising expenses for an overall total amount not to exceed \$1,469,768.29 in connection with City-wide Neighborhood Improvement Construction project. Of the total amount of \$1,469,768.29, the amount of \$657,061.56 is currently available from Neighborhood Access and Mobility Program (NAMP) funds and the amount of \$576,312.96 is authorized payable to RAM Building Services, LLC for the completion of improvements to the thirty-one locations identified on the Project List, included herein as Attachment 1, the amount of \$79,748.60 is authorized payable for construction contingency expenses and the amount of \$1,000 is authorized payable for advertising expenses. Additional locations may be identified for improvement and added to the project during the duration of the contract and shall be completed by the Contractor on an as-needed basis. The Public Works Department estimates that approximately twenty locations will be added to the project, included the estimated quantities for these projects in the solicitation for construction services, and will coordinate the designation and prioritization of the improvements to these locations with City Council. Funding for the improvements to these additional locations will be approved and appropriated by City Council as it becomes available from future NAMP funds, and other General Obligations of the City.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This City-wide improvement project includes the construction of sidewalks, driveways, concrete curbs, medians and retaining walls-combination type, pavement cutting and replacement, the adjustment of existing manholes, the removal and relocation of mail boxes, topsoil, sod, sidewalk pipe railing, concrete steps and any other items required by individual site conditions to complete the scope of the improvements. This project is scheduled to begin construction in September of 2004, and the improvements to the locations identified and approved herein are anticipated to be completed by May of 2005. However, the contract with RAM Building Services, LLC is to remain in full force and effect for five hundred fifty (550) calendar days from the date of the Contractor's notice to proceed to allow for the completion of improvements to any additional locations on an as-needed basis as the locations are identified and approved by City Council and the Public Works Department. Funds for improvements to these additional locations will be approved and appropriated by City Council as they become available, and as the improvements to each location are authorized. Based on recommendations from the Citizen's Bond Oversight Commission (CBOC), and as part of the department's continuing efforts to improve efficiency, Public Works will utilize services under this agreement to expedite project delivery and completion. Plans and Specifications for improvements to any additional locations shall be prepared by the City Public Works Department Engineering Division, and said plans and specifications will be delivered with notice to proceed to the contractor, so long as the contract remains in full force and effect. The City guarantees neither a particular volume of additional work nor a minimum number of additional locations over and above those approved herein. This ordinance will authorize a Calendar-Day Contract whereby any additional locations to be added to the project scope of services will be established by the City and the Contractor shall be paid for work performed on each of the specified and approved additional locations under the terms of the contract and all related documents to be approved by this ordinance.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in April 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 May 26, 2004 and six (6) firms responded, with one bid being rejected as the required Good Faith Effort Plan was not included with the bid documents. The lowest responsive bid was submitted by RAM Building Services, LLC, and as the firm currently has no other construction contracts with the City of San Antonio through the Public Works Department, an Administrative Hearing was conducted on July 19, 2004. The contractor's capacity to complete the work was reviewed and consensus was reached that RAM Building Services, LLC should be recommended for the award of this construction contract. 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 RAM Building Services, LLC and the contractor has committed that one hundred percent (100%) of the work provided under this contract shall be completed by MBE firms. The Memorandum from the Economic Development Department is included herein as Attachment 3.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete neighborhood improvements to ensure pedestrian and traffic safety.

FISCAL IMPACT

This is a one-time capital improvement expenditure in the amount of \$1,469,728.29. Of this amount, \$657,061.56 is available from the NAMP Program as follows:

\$ 50,618.38	from 2001 Certificates of Obligation
\$ 606,443.18	from the Street Maintenance Operating Fund

and are payable as follows:

\$ 576,312.96	to RAM Building Services, LLC for construction expenses
\$ 79,748.60	for miscellaneous construction contingency
\$ 1,000.00	for advertising expenses

The remaining Funds in the amount of \$762,455.33 authorized payable to RAM Building Services, LLC, and \$50,251.40 authorized herein for project construction contingency are not included in the FY 04-09 Capital Improvement Budget, and are not available or designated for the project at this time. Future funding will be appropriated on an as-needed basis as it becomes available for improvements to any additional locations not included and approved herein.

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.

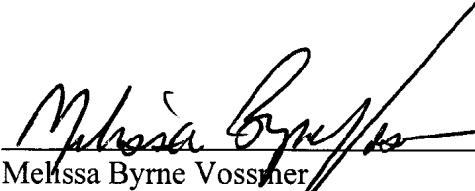
SUPPLEMENTARY COMMENTS

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

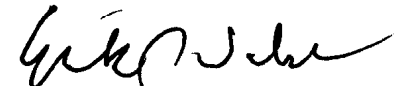
ATTACHMENTS

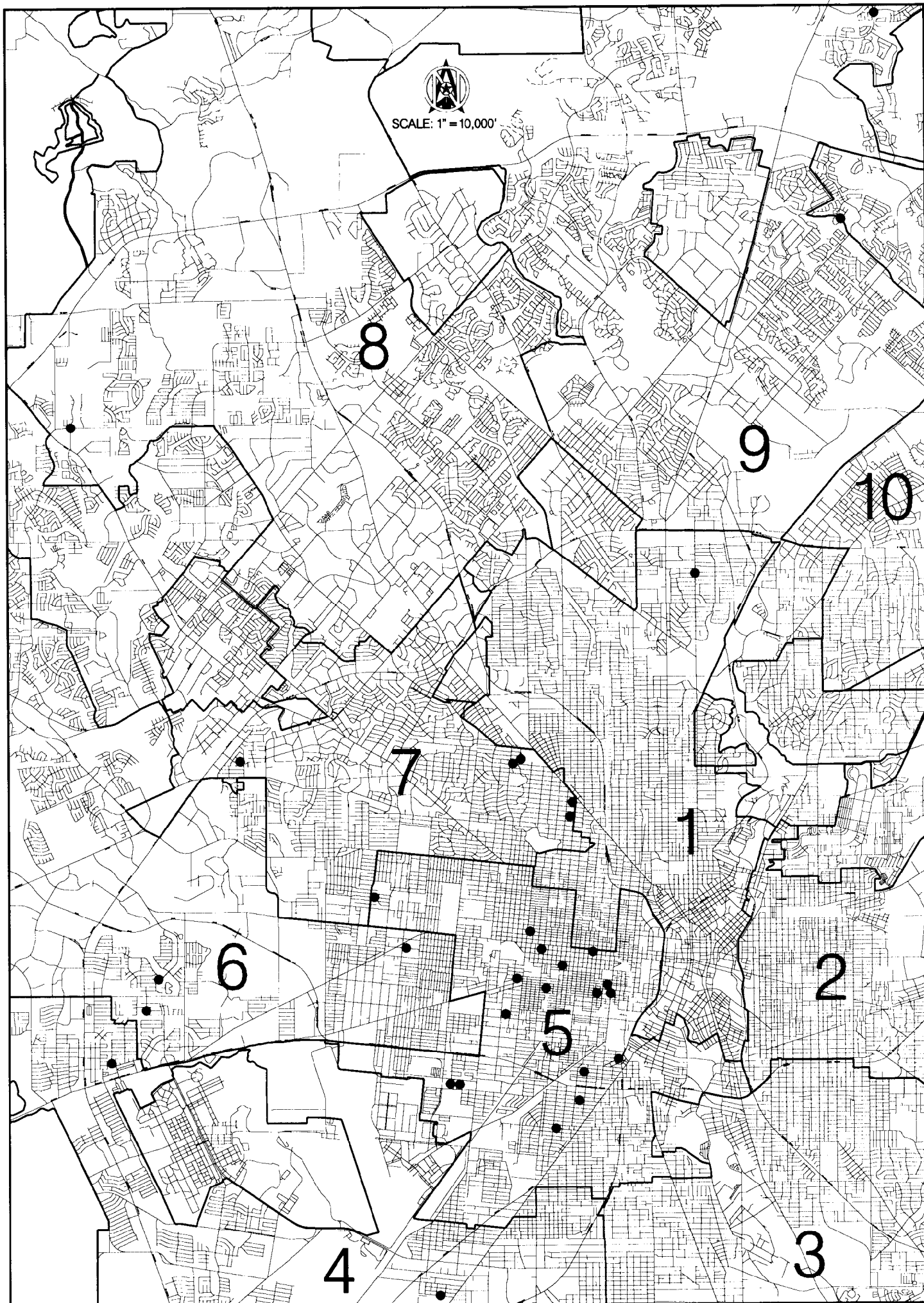
1. Project Map and List of Identified Locations
2. Bid Tabulation
3. Economic Development Department Memorandum, dated June 8, 2004
4. Proposal
5. Contract

 JF 8/20/04
Thomas G. Wendorf, P.E.
Director of Public Works


Melissa Byrne Vossmer
Assistant City Manager

Approved:

† 
Terry M. Brechtel
City Manager



Project List

- 1 816 S. Brazos
- 2 519 Drake
- 3 2550 Encino Rio
- 4 3151 Golden Avenue
- 5 1830 W. Huisache
- 6 1702 W. Kings Highway
- 7 350 Leming
- 8 440 Quentin Drive
- 9 2718 Spur
- 10 6200 Wigwam Drive
- 11 Andy - Weir to Thompson
- 12 Arizona - Barclay to SW 21st
- 13 Azucena - NW 38th Dead End
- 14 Buena Vista - Picoso to Hamilton
- 15 Colima - San Jacinto to Trinity
- 16 Darson Marie - Weir to Thompson
- 17 Durango - 5703 Durango to SW 34th
- 18 Durango - Zarzamora to Rosillo
- 19 El Paso - Kicaster to Guadalupe Church Office
- 20 Floyd Ave. - 302 Floyd to IH 10 Access Road
- 21 Kenrock - Rolling Hills to Stone Fence Rd (Channel)
- 22 Leroux - SW 21st to Dead End
- 23 Malone - 1347 Malone to Charlotte
- 24 McCullough @ Millwood
- 25 Nueces - Commerce to Buena Vista
- 26 Nuevo Leon - Vera Cruz to Guadalupe
- 27 Prue Road @ Rocky Trail
- 28 Salinas St - 3525 Salinas to NW 19th
- 29 Thompson - Marian to Garland
- 30 Thousand Oaks - Turkey Point to Drainage Easement
- 31 Westport @ Westedge

Project List

		dist			
1	3151 Golden Avenue	4	\$	2,766.38	
2	2718 Spur	4	\$	1,358.02	\$ 4,124.40
3	816 S. Brazos	5	\$	1,759.82	
4	519 Drake	5	\$	371.90	
5	Andy - Weir to Thompson	5	\$	96,685.09	
6	Arizona - Barclay to SW 21st	5	\$	45,975.16	
7	Azucena - NW 38th Dead End	5	\$	19,454.06	
8	Buena Vista - Picoso to Hamilton	5	\$	19,898.54	
9	Colima - San Jacinto to Trinity	5	\$	33,290.50	
10	Darson Marie - Weir to Thompson	5	\$	30,593.07	
11	Durango - Zarzamora to Rosillo	5	\$	46,773.63	
12	El Paso - Kicaster to Guadalupe Church Office	5	\$	5,421.62	
13	Floyd Ave. - 302 Floyd to IH 10 Access Road	5	\$	12,394.45	
14	Leroux - SW 21st to Dead End	5	\$	36,442.62	
15	Malone - 1347 Malone to Charlotte	5	\$	7,466.13	
16	Nueces - Commerce to Buena Vista	5	\$	27,362.60	
17	Nuevo Leon - Vera Cruz to Guadalupe	5	\$	32,182.01	
18	Salinas St - 3525 Salinas to NW 19th	5	\$	9,447.24	
19	Thompson - Marian to Garland	5	\$	94,383.94	\$ 519,902.38
20	Durango - 5703 Durango to SW 34th	6	\$	36,227.55	
21	Kenrock - Rolling Hills to Stone Fence Rd (Channel)	6	\$	30,389.17	
22	Westport @ Westedge	6	\$	2,336.81	\$ 68,953.53
23	1830 W. Huisache	7	\$	2,648.62	
24	1702 W. Kings Highway	7	\$	5,400.16	
25	350 Leming	7	\$	3,175.81	
26	440 Quentin Drive	7	\$	11,884.47	
27	6200 Wigwam Drive	7	\$	1,370.83	\$ 24,479.89
28	Prue Road @ Rocky Trail	8	\$	11,490.84	\$ 11,490.84
29	2550 Encino Rio	9	\$	1,932.42	
30	McCullough @ Millwood	9	\$	3,612.93	
31	Thousand Oaks - Turkey Point to Drainage Easeme	9	\$	22,565.17	\$ 28,110.52
			\$	657,061.56	\$ 657,061.56

Neighborhood Improvement Construction

Bids were opened May 26, 2004

	Contractor	Base Bid
1	RAM Building Services, LLC	\$ 1,338,768.26
2	Valemas, Inc.	\$ 1,348,148.82
3	RL Jones, LP	\$ 1,960,962.00
4	E-Z Bel Construction, LTD	\$ 2,020,540.00
5	Pronto Sandblasting & Coating	\$ 2,191,034.00
6	Margo's Enterprisees	Non Responsive

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

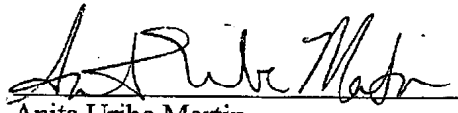
SUBJECT: List of Subcontractors Submitted for the Neighborhood Improvement Construction Package

DATE: June 8, 2004

We have reviewed the Good Faith Effort Plan and list of subcontractors for the Neighborhood Improvement Construction package. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>					
\$1,338,768.26					
FIRM	CERTIFIED	MBE	WBE	AABE	GFEP
RAM Building Services, Inc.	Yes	100% (\$1,338,768.26)	0%	0%	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

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF

Neighborhood Improvement Construction

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 Five Hundred Fifty (550) calendar days

Accompanying this Proposal is a Bid Guaranty in the amount of _____

_____ Dollars (\$ _____) said amount being

5 percent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder may, at any time prior to opening of the bids withdraw this Proposal without penalty; it is also agreed that if Bidder shall, at any time after opening of bids, withdraw this Proposal or if this Bid is accepted and Bidder shall fail to execute the written contract and furnish satisfactory bond, within twenty (20) calendar days after the date of transmittal of the contract documents by Owner to Contractor, the City of San Antonio shall, in any of such events, be entitled and is hereby given the right to retain said Bid Guaranty as liquidated damages. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

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 _____ and _____
☒ A ~~corporation~~ ^{LIMITED LIABILITY COMPANY} chartered under the laws of the State of TEXAS, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

RAM BUILDING SERVICES, LLC

(Name of Bidder)

By: Jalo C. Ramon, Sr.

(Signature)

Date

ATTEST:

PRESIDENT

(Title)

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

HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED SIXTY
EIGHT DOLLARS & 26/100 \$ 1,338,768.26

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

RAM BUILDING SERVICES, LLC

Company's Name

210-435-2000

Telephone No.

300 WESTERN PARK

Address

210-435-2030

Fax No.

SAN ANTONIO TX 78422

City & State

78422

Zip Code

Neighborhood Improvement Construction

Addendum No. 1

PROPOSAL SHEET

BASE BID

PAGE 1 OF 3

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QTY (In Figures)
100	50 LS Per Site	* Mobilization for <u>ONE THOUSAND</u>Dollars and <u>No</u>Cents per Unit	50,000.00
100.1	50 LS Per Site	Insurance and Bonds for <u>SEVEN HUNDRED NINETY</u>Dollars and <u>No</u>Cents per Unit	39,500.00
101	50 LS Per Site	Preparing Right-of-Way for <u>SEVEN HUNDRED FIFTY</u>Dollars and <u>No</u>Cents per Unit	37,500.00
103.1	5,500 LF	Remove Concrete Curb for <u>THREE</u>Dollars and <u>Two</u>Cents per Unit	16,610.00
103.2	28,800 SF	Remove Concrete Sidewalk and Driveway for <u>ONE</u>Dollars and <u>FIFTY ONE</u>Cents per Unit	43,488.00
104	1,000 CY	Street Excavation for <u>FOURTEEN</u>Dollars and <u>FIFTY</u>Cents per Unit	14,500.00
203	426 GAL	Tack Coat for <u>THREE</u>Dollars and <u>FORTY ONE</u>Cents per Unit	1452.66
204.1	12,120 SY	One Course Surface Treatment for <u>Two</u>Dollars and <u>FORTY EIGHT</u>Cents per Unit	30,057.60
205.3	12,440 SY	1.5" Hot Mix Asphalt Pavement (Type "D") for <u>SIX</u>Dollars and <u>SEVENTY FIVE</u>Cents per Unit	83,970.00
206	2,000 SY	Asphalt Treated Base (6" Thick) for <u>TWENTY</u>Dollars and <u>THIRTY FIVE</u>Cents per Unit	40,700.00
208.1	12,120 SY	Salvaging, Hauling, and Reclaimable Asphalt Pavement (1.5") for <u>ONE</u>Dollars and <u>SEVENTY THREE</u>Cents per Unit	20,967.60
500	1,040 LF	Concrete Curb for <u>FOURTEEN</u>Dollars and <u>No</u>Cents per Unit	14,560.00
501	16,040 LF	Machine Laid Concrete Curb for <u>TEN</u>Dollars and <u>No</u>Cents per Unit	160,400.00

* See Standard Instruction to Bidders Section 4.6

Bidders Signature: John R. R...

Neighborhood Improvement Construction

Addendum No. 1

PROPOSAL SHEET

BASE BID

PAGE 2 OF 3

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QTY (In Figures)
502.1	14,000 SY	Concrete Sidewalk for <u>TWENTY NINE</u> Dollars and Cents per Unit	406,000 ⁰⁰
502.2	4,520 SY	Concrete Driveway for <u>TWENTY NINE</u> Dollars and Cents per Unit	131,080 ⁰⁰
502.3	800 SY	Commercial Driveway for <u>THIRTY TWO</u> Dollars and Cents per Unit	19,200 ⁰⁰
506.1	80 CY	Concrete Retaining Walls - Combination Type for <u>FIVE HUNDRED TWENTY FIVE</u> Dollars and Cents per Unit	42,000 ⁰⁰
507.2	500 LF	Chain Link Fence (6' high) for <u>NINE</u> Dollars and <u>FIFTY</u> Cents per Unit	4,750 ⁰⁰
507.4	30 EA	Gate Pedestrian for <u>TWO HUNDRED</u> Dollars and Cents per Unit	6,000 ⁰⁰
507.5	50 Opening	Gate Vehicular for <u>THREE HUNDRED EIGHTY</u> Dollars and Cents per Unit	19,000 ⁰⁰
508	1,000 LF	Relocating Wire Fence for <u>EIGHT</u> Dollars and <u>FIFTY</u> Cents per Unit	8,500 ⁰⁰
513.1	50 EA	Removing and Relocating Mail Boxes for <u>FORTY FIVE</u> Dollars and Cents per Unit	2,250 ⁰⁰
515	1,920 CY	Top Soil for <u>THIRTEEN</u> Dollars and <u>TWENTY SIX</u> Cents per Unit	25,459 ²⁰
516.1	11,460 SY	Bermuda/St. Augusting Sodding for <u>FOUR</u> Dollars and <u>FORTY TWO</u> Cents per Unit	50,653 ²⁰
523.1	20 Opening	Adjusting Vehicular Gates for <u>TWO HUNDRED</u> Dollars and Cents per Unit	4,000 ⁰⁰
523.2	10 EA	Adjusting Pedestrian Gates for <u>ONE HUNDRED FIFTY</u> Dollars and <u>NO</u> Cents per Unit	1,500 ⁰⁰

Bidders Signature: Julio Pan

Neighborhood Improvement Construction

Addendum No. 1

PROPOSAL SHEET

BASE BID

PAGE 3 OF 3

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QTY (In Figures)
524	12 CY	Concrete Steps for <u>SEVEN HUNDRED</u>Dollars andCents per Unit	8400 ⁰⁰
530	50 LS Per Site	Barricades, Signs, and Traffic Handling for <u>ONE THOUSAND</u>Dollars andCents per Unit	50,000 ⁰⁰
535.02	420 LF	4" Wide White Line for <u>SIX</u>Dollars andCents per Unit	2,520 ⁰⁰
535.08	6 EA	Right/Left White Arrow for <u>ONE HUNDRED SEVENTY FIVE</u>Dollars andCents per Unit	1050 ⁰⁰
535.12	6 EA	Word "Only" for <u>TWO HUNDRED</u>Dollars andCents per Unit	1200 ⁰⁰
SUP	6 EA	Relocate Traffic Signal Boxes for <u>TWO HUNDRED FIFTY</u>Dollars andCents per Unit	1,500 ⁰⁰

Bidders Signature: _____



THE CITY OF SAN ANTONIO

CALENDAR DAY CONTRACT (CDC) (Standard Form)

THIS AGREEMENT made the _____ day of _____ in the year 2004 by and between **RAM Building Services, LLC**, 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:

NEIGHBORHOOD IMPROVEMENT CONSTRUCTION

Prepared by the **City of San Antonio, Public Works, Engineering 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 **five hundred fifty (550) 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: SEVEN HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED NINETY-THREE AND 92/100 DOLLARS (\$745,693.92)

Services: FIVE HUNDRED NINETY-THREE THOUSAND SEVENTY-FOUR AND 34/100 DOLLARS (\$593,074.34)

Total: ONE MILLION THREE HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED SIXTY EIGHT AND 26/100 DOLLARS (\$1,338,768.26)

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.

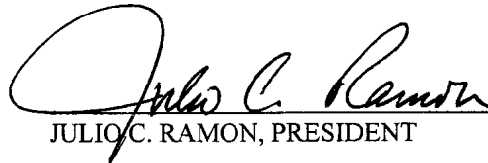
(Seal if Agreement is with Corporation)

RAM BUILDING SERVICES, LLC

Contractor

ATTEST:

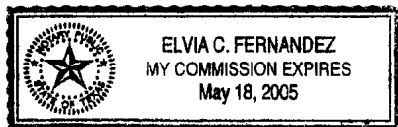
SECRETARY

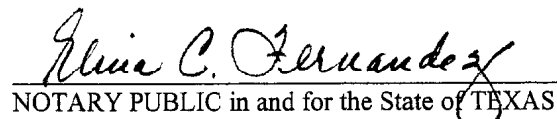

JULIO C. RAMON, PRESIDENT

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 10th day of August 2004 by
JULIO C. RAMON, PRESIDENT of RAM BUILDING SERVICES, LLC, a Texas limited liability company.




NOTARY PUBLIC in and for the State of TEXAS

ELVIA C FERNANDEZ
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 5/18/05

PAYMENT BOND

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

Know all men by these presents:

1. That we **RAM Building Services, LLC**, a Texas limited liability company, acting by and through its Director, **Julio C. Ramon**,

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 **\$1,338,768.26**, 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

RAM Building Services, LLC

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

NEIGHBORHOOD IMPROVEMENTS CONSTRUCTION

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 _____.

RAM Building Services, LLC

By: 

Julio C. Ramon, President

City Manager

Surety

By _____

(SEAL)

Address of Surety for Service Purposes

PERFORMANCE BOND

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

Know all men by these presents:

2. 1. That we **RAM Building Services, LLC** a Texas limited liability company, acting by and through its Director, **Julio C. Ramon**,

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 **\$1,338,768.26**, 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

RAM Building Services, LLC

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

NEIGHBORHOOD IMPROVEMENTS CONSTRUCTION

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

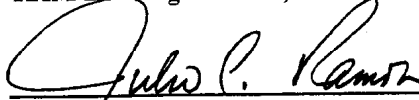
this _____ day of _____
20 _____

By

City Manager

(SEAL)

RAM Building Services, LLC



Julio C. Ramon, President

Surety

By

Address of Surety for Service Purposes