

**CITY OF SAN ANTONIO  
AVIATION DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Kevin C. Dolliole, Aviation Director

**SUBJECT:** Roadway and Entrance Landscaping at San Antonio International Airport

**DATE:** February 10, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts the low qualified bid in the amount of \$1,181,800.00 from Jerdon Enterprise L.P., for the Roadway and Entrance Landscaping at San Antonio International Airport. This project includes entrance marquees and landscaping at both the IH 410 and Highway 281 entrances, landscaping along Airport Boulevard and South Terminal Drive, irrigation upgrades, new decorative light poles with banner icons and limestone fountain with artistic design enhancements. Additionally, this ordinance appropriates \$118,180.00 for construction contingencies for a total appropriation of \$1,299,980.00.

Staff recommends the approval of this ordinance.

**BACKGROUND INFORMATION**

Within its Five-Year Capital Program, the City has a program to install new landscaping in conjunction with the New Parking Facilities at San Antonio International Airport.

Originally, bids were opened for the referenced project on July 14, 2004 with only one bidder and a bid price of \$1,424,000.00. The consultant's estimate for this work was \$847,413.40. With only one bidder and the project coming in at twice the budget, the bid was rejected by letter dated July 20, 2004.

The program manager, Carter Burgess, was directed to research the reason only one bidder responded, why the bid was so high and then to develop strategy based on their findings to increase participation and to reduce the price through a re-bid.

Discussions with general contractors and the sole bidder, it was determined that:

1. There was insufficient time allowed to complete project.
2. Access to work areas of the project was too restrictive.
3. The general contractors saw this project listed as a landscape project and did not pursue any further.

Based on the foregoing, the contract documents were revised and re-bid with modifications showing how work areas can be accessed, a better definition of the limits of the allowable traffic lane closures and added additional days to the contract. The contract documents identified that the work involved more than just landscaping in order to encourage bids from general contractors. This bid package included a base bid plus seven additive alternates.

The bids were opened on October 20, 2004 and two responsive bids received in the amounts of \$1,191,300.00 and \$1,326,519.00 which prices includes the base bid plus all seven alternates.

Members of City staff and the program manager have reviewed the proposals and recommends that the bid of Jerdon Enterprises be accepted for award to include the base bid and additive alternates 1 and 3 through 7 inclusive resulting in a contract award of \$1,181,800. The base bid includes the landscaping, entrance monuments, irrigation upgrades, and fountain and decorative light poles. The recommended accepted alternates are:

Base Bid	\$ 969,000.00
Alternate #1 - Limestone Fountain	\$ 78,000.00
Alternate #3 - Highway 281 Monument	\$ 17,000.00
Alternate #4 - Landforming on Airport Blvd.	\$ 12,600.00
Alternate #5 - Landforming on Islands	\$ 11,200.00
Alternate #6 - Artist Component/Glass	\$ 66,000.00
<u>Alternate #7 - Light Standard Banner Icons</u>	<u>\$ 28,000.00</u>
Contract Amount	\$1,181,800.00

Alternate #2, in the amount of \$9,500.00 which is not recommended for acceptance, is for reconstructive efforts on Flag Plaza.

### **POLICY ANALYSIS**

This action continues the policy of improving facilities at San Antonio International Airport.

### **FISCAL IMPACT**

This action will appropriate \$1,181,800.00 for construction costs, and \$118,180.00 for construction contingencies. Funding for the total appropriation of \$1,299,980.00 will be from the Airport Improvement Fund.


### **COORDINATION**

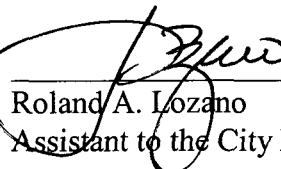
This request for ordinance has been coordinated with the Public Works Department and the Finance Department for availability of funds.


### SUPPLEMENTARY COMMENTS

The construction contract is not a discretionary contract and therefore an Ethics Disclosure form is not required from Jerdon Enterprise, L.P.

The Economic Department has reviewed the list of subcontractors and approved the Good Faith Effort Plan submitted by Jerdon Enterprise, L.P. The contract provides for 230 Calendar Days or approximately seven (7) months to complete.

  
\_\_\_\_\_  
Kevin C. Dolliole  
Aviation Director

  
\_\_\_\_\_  
Roland A. Lozano  
Assistant to the City Manager

  
\_\_\_\_\_  
for J. Rolando Bono  
Interim City Manager

THE CITY OF SAN ANTONIO

CALENDAR DAY  
CONTRACT  
(CDC)  
(Standard Form)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by \_\_\_\_\_ and between Jerdon Enterprise, 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:

ROADWAY AND ENTRANCE

LANDSCAPING AT

SAN ANTONIO INTERNATIONAL AIRPORT

(BASE BID PLUS ADD ALTERNATES 1, 3, 4, 5, 6 & 7)

Prepared by Gold Evans Associates, 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 230 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:	Four hundred forty seven thousand six hundred eleven	and 00/100	Dollars \$ 447,611.00
Services:	Seven hundred thirty four thousand one hundred eighty nine	and 00/100	Dollars \$ 734,189.00
Total:	One million one hundred eighty one thousand eight hundred	and 00/100	Dollars \$1,181,800.00

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.

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)

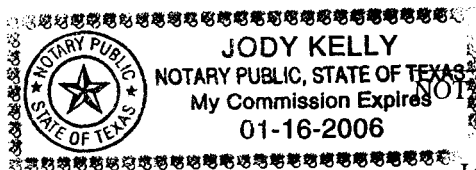
ATTEST:

Jody Kelly  
Secretary Jody Kelly, Secretary  
By: Jerdon Holding, L.L.C., General Partner  
STATE OF TEXAS )

BY: Jerdon Enterprise, L.P.  
Contractor  
Bruce White  
Bruce White, President  
Title  
By: Jerdon Holding, L.L.C., General Partner

COUNTY OF BEXAR )

This instrument was acknowledged before me on this the 5th day of January 20 05  
by Bruce White, on behalf of said Jerdon Enterprise, L.P.



Jody Kelly  
NOTARY PUBLIC in and for the State of  
TEXAS  
Jody Kelly  
NOTARY'S PRINTED SIGNATURE

1/16/2006  
MY COMMISSION EXPIRES:

PAYMENT BOND

BOND NO.: 61BCSDE2719

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

Know all men by these presents:

1. That we Jerdon Enterprise, L.P. as Principal, and HARTFORD FIRE INSURANCE COMPANY

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 \$1,181,800.00 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 Jerdon Enterprise, 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

**ROADWAY AND ENTERANCE LANDSCAPING AT SAN ANTONIO INTERNATIONAL AIRPORT**

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. 2005.

6. The foregoing bond is approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Jerdon Enterprise, L.P.

By Bruce White  
Bruce White, President

By: Jerdon Holding, L.L.C., General Partner  
HARTFORD FIRE INSURANCE COMPANY

Surety

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

(SEAL)

By Joann Parker  
JOANN PARKER, ATTORNEY-IN FACT  
PO BOX 4611, HOUSTON, TX 77210-4611  
Address of Surety for Service Purposes

HOUSTOUN, WOODARD, EASON, GENTLE,  
TOMFORDE, AND ANDERSON, INC.  
dba Insurance Alliance  
1776 Yorktown, Suite 200  
Houston, Texas 77056-4114  
TDI License #1381 FEIN #760362043

## PERFORMANCE BOND

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

Know all men by these presents:

1. That we Jerdon Enterprise, L.P. as Principal, and HARTFORD FIRE INSURANCE COMPANY

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 \$1,181,800.00 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

Jerdon Enterprise, 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

ROADWAY AND ENTRANCE LANDSCAPING AT SAN ANTONIO INTERNATIONAL AIRPORT

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. 2005.

5. The foregoing bond is approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Jerdon Enterprise, L.P.

By

Bruce White, President

By: Jerdon Holding, L.L.C., General Partner

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

Surety

(SEAL)

HARTFORD FIRE INSURANCE COMPANY

By

JOANN PARKER, ATTORNEY-IN-FACT

PO BOX 4611, HOUSTON, TX 77210-4611

Address of Surety for Service Purposes

HOUSTON, WOODARD, EASON, GENTLE,  
 TOMFORDE, AND ANDERSON, INC.  
 dba Insurance Alliance  
 1776 Yorktown, Suite 200  
 Houston, Texas 77056-4114  
 TDI License #1381 FEIN #760362043



<i>Insured's Name</i> Jerdon Enterprise, L.P.
<i>Insured's Mailing Address</i>  13403 Redfish Stafford, TX
<i>Policy Number</i> 61BCSDE2719

## IMPORTANT NOTICE TO OBLIGEES/POLICYHOLDERS- TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, we must make terrorism coverage available in your bond/policy. However, the actual coverage provided by your bond/policy for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provisions of your bond/policy, any endorsements to the bond/policy and generally applicable rules of law.

Any terrorism coverage provided by this bond/policy is partially reinsured by the United States of America under a formula established by Federal Law. Under this formula, the United States will pay 90% of covered terrorism losses exceeding a statutorily-established deductible paid by sureties/insurers until such time as insured losses under the program reach \$100 billion. If that occurs, Congress will determine the procedures for, and the source of, any payments for losses in excess of \$100 billion.

The premium charge that has been established for terrorism coverage under this bond/policy is either shown on this form or elsewhere in the bond/policy. If there is no premium shown for terrorism on this form or elsewhere in the bond/policy, there is no premium for the coverage.

<b>Terrorism premium : \$0</b>
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# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

690 ASYLUM AVENUE

HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 61-610074

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Donald E. Woodard, Jr., Harlan J. Berger, Andrew J. Janda, C. W. Adams, Sue Kohler, Leland L. Rauch,  
Sharon Cavanaugh, Cheryl R. Colson, Michael Cole, JoAnn Parker  
of  
Houston, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*Colleen Mastroianni*

Colleen Mastroianni, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 25<sup>th</sup> day of October, 2002, before me personally came Colleen Mastroianni, to me known, who being by me duly sworn, did depose and say: that she resides in the County of Hartford, State of Connecticut; that she is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that she knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that she signed her name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of

Signed and sealed at the City of Hartford.



*Yves Cantin*

Yves Cantin, Assistant Vice President



### Inquiries Regarding Claims

Hartford Fire Insurance Company  
Hartford Casualty Insurance Company  
Hartford Accident and Indemnity Company  
Hartford Underwriters Insurance Company

Twin City Insurance Company  
Hartford Insurance Company of Illinois  
Hartford insurance Company of the Midwest  
Hartford Insurance Company of the Southeast

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number : 888-266-3488  
Fax - Claims : 860-757-5835 or 860-547-8265  
E-mail : [claims@1stepsurety.com](mailto:claims@1stepsurety.com)

Mailing Address : The Hartford  
The Hartford Fidelity & Bonding (BOND)  
Hartford Plaza  
690 Asylum Avenue  
Hartford, CT 06115

# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/5/2005

PRODUCER  
Bowen, Milette & Britt, Inc.  
1111 North Loop West  
Suite 400  
Houston TX 77008

RE: AVIATION DEPT  
PLAN. & ENG

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Jerdon Enterprise, L.P.  
13403 Redfish Lane  
Stafford TX 77477-4420

2005 JAN 7 PM 2 44

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Cas. Co. of Reading,	20427
INSURER B: Continental Casualty Co.	20443
INSURER C: RSUI Indemnity	22314
INSURER D: Texas Mutual Insurance Company	22945
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TCP2078233516	6/30/2004	6/30/2005	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	BUA2078233564	6/30/2004	6/30/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	NHN026340	6/30/2004	6/30/2005	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 C \$ \$ \$
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF0001146114	6/30/2004	6/30/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

RISK MANAGEMENT  
CORKY COTRELL  
JAN - 7 2005  
APPROVED

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Roadway & Entrance Landscaping at San Antonio International Airport  
Certificate Holder, its officers, employees, volunteers and elected representatives are named as Additional Insureds as respects to the GL & Auto policies and provided a Waiver of Subrogation on the Workers Comp policy due to the activities of, or on behalf of, the Named Insured performed under contract with the City. GL is considered primary.

## CERTIFICATE HOLDER

City of San Antonio  
Public Works Department / City Clerks Office  
P O Box 839966  
San Antonio TX 78283-3966

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

2005 JAN -6 PM 3:50  
CITY OF NEW YORK  
OFFICE OF THE COMPTROLLER  
OF THE CITY OF NEW YORK

**PROPOSAL**  
**TO**  
**CITY OF SAN ANTONIO TEXAS**  
**FOR THE CONSTRUCTION OF**  
**ROADWAY & ENTRANCE**  
**LANDSCAPING AT SAN ANTONIO**  
**INTERNATIONAL AIRPORT**  
**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 two hundred and thirty  
(230) calendar days

Accompanying this Proposal is a Bid Guaranty in the amount of Five Percent (5%) of Amount Bid

\_\_\_\_\_ Dollars (\$ 5% of A.B. ) said amount  
being

5% of A.B. 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 Limited Partnership  
and General Partner  
☐ 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.

Jerdon Enterprise, L.P.

(Name of Bidder)

By:

(Signature)

Randall Lozano, Vice President

By: Jerdon Holding, L.L.C., General Partner

ATTEST:

Date 10/20/04

Jody Kelly, Secretary

By: Jerdon Holding, L.L.C., General Partner

Base Bid

Lump Sum: NINE HUNDRED SIXTY NINE THOUSAND DOLLARS

Dollars, (\$ 969,000)<sup>03</sup>

### ADDITIVE ALTERNATE

#### Alternate No. 1

#### Limestone Fountain

(Including but not limited to unit cost listed below)

Lump Sum SEVENTY FOUR THOUSAND DOLLARS and no cents

Dollars, (\$ 74,000.00)<sup>00</sup> RL

#### Unit Cost

• Limestone Wall	\$ 18,000.00
• Pump, All Piping & Drains	\$ 24,000.00
• Electrical Panels Service	\$ 10,000.00 <sup>00</sup> RL
• Connections & Food lights.	\$ 6,000.00
• Copper Weir	\$ 1,500.00
• Concrete Pool With	
Limestone Flagging.	\$ 23,000.00
• Landforming	\$ 1,500.00

**Alternate No.2****Challenger Plaza Monument****(Including but not limited to unit cost listed below)**Lump Sum Nine Thousand Five Hundred Dollars and no cents Dollars. (\$ 9,500.00 )

## Unit Cost

- All Aluminum & Steel Fabrication \$ 6,000.00
- Concrete Footing \$ 2,300.00
- Install Existing Lettering \$ 1,200.00

**Alternate No.3****16' tall Entry Monument Wall at Highway 281 & South Terminal Drive****(Including but not limited to unit cost listed below)**Lump Sum Seventeen Thousand Dollars and no cents Dollars. (\$ 17,000.00 )

## Unit Cost

- Steel Fabrication \$ 2,500.00
- Lighted Lettering \$ 13,300.00
- Concrete Footing \$ 1,200.00

**Alternate No.4****Land forming on Airport Boulevard**Lump Sum Twelve Thousand Six Hundred Dollars and no cents Dollars. (\$ 12,600.00 )**Alternate No.5****Land forming at the Airport Boulevard & South Terminal Drive intersection.**Lump Sum Eleven Thousand Two Hundred Dollars and no cents Dollars. (\$ 11,200.00 )**Alternate No.6****Artist component – glass sculptures****(Including but not limited to unit cost listed below)**Lump Sum Allowance \_\_\_\_\_ Dollars. \$66,000.00

## Unit cost

- Artist oversight for production & Installation \$ 4,000.00
- Artist glass sculpture \$ 22,500.00
- Artist power coated sculpture \$ 7,500.00
- Artist cast cement sculpture, Including foundation \$ 3,600.00
- Mounting hardware \$ 2,000.00
- Concrete footing for artist pieces \$ 2,900.00
- LED lighting system, including

Conduits circuits etc.	\$4,500.00
• Fog system	\$8,000.00
• Installation of all art components	\$5,000.00
• Contingency	\$6,000.00

Alternate No. 7**Aluminum Banner and Banner Arms/Total quantity 37**

(Including but not limited to unit cost listed below)

Lump Sum Twenty Eight <sup>00</sup> RL Dollars. (\$ 28,000.00) <sup>RL</sup>  
~~Forty Two Thousand Dollars and no cents~~ ~~\$42,000.00~~

## Unit Cost

• Aluminum Banner & Icons	\$ 22,200.00
• Banner Arms	\$ <del>19,800.00</del>
	5,800.00 <sup>RL</sup>

Acknowledge receipt of Addendum Nos. 1, 2, &amp; 3

Jerdon Enterprise, L.P.

Company's Name

281-261-5000

Telephone No.

13403 Redfish

Address

281-261-5500

Fax No.

Stafford, TX

City &amp; State

77477

Zip Code