

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

**TO:** Mayor and City Council

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

**SUBJECT:** Redland Road Improvements – Redland Woods to Jones Maltsberger

**DATE:** November 17, 2005

**SUMMARY AND RECOMMENDATION**

This ordinance accepts a proposal and appropriates funds in the amount of \$12,461.21 payable to Southwestern Bell Telephone, L.P. (SBC) for construction costs in connection with the Redland Road Improvements – Redland Woods to Jones Maltsberger project, an authorized 2003-2007 General Obligation Street Improvement Bond funded project, located in Council District 10.

Staff recommends the approval of this ordinance.

**BACKGROUND INFORMATION**

The project provides for the reconstruction of the right turn lane on Redland Road at the intersection with Jones Maltsberger, including drainage improvements, and street and drainage improvements on Redland Road at Redland Woods. This ordinance authorizes compensation in the amount of \$12,461.21 payable to SBC to relocate the Telco facilities along Redland Road at Redland Woods. This relocation is necessary due to a conflict with the existing and the proposed drainage culvert.

**POLICY ANALYSIS**

Approval of this ordinance will be a continuation of City Council policy to participate in the development and construction of previously approved 2003-2007 General Obligation Street Improvement Bond funded projects.

**FISCAL IMPACT**

This is a one-time capital improvement expenditure and is included in the FY 06-11 Capital Improvement Program Budget. Funds in the amount of \$12,461.21 are available from 2003-2007 General Obligation Street Improvement Bond funds and are appropriated and authorized payable to SBC.

## **COORDINATION**

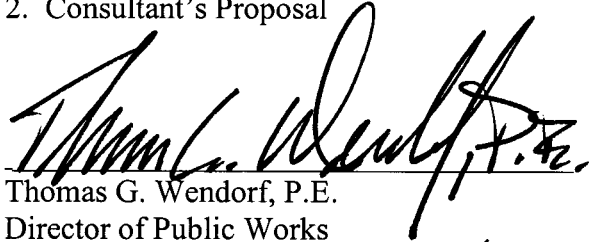
This ordinance was coordinated with the Finance Department and the Office of Management and Budget.

## **SUPPLEMENTARY COMMENTS**

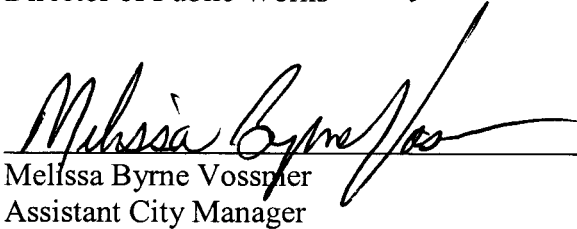
A Discretionary Contracts Disclosure Form is not required.

## **ATTACHMENTS**

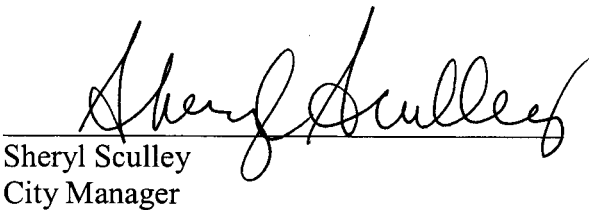
1. Project Map
2. Consultant's Proposal



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

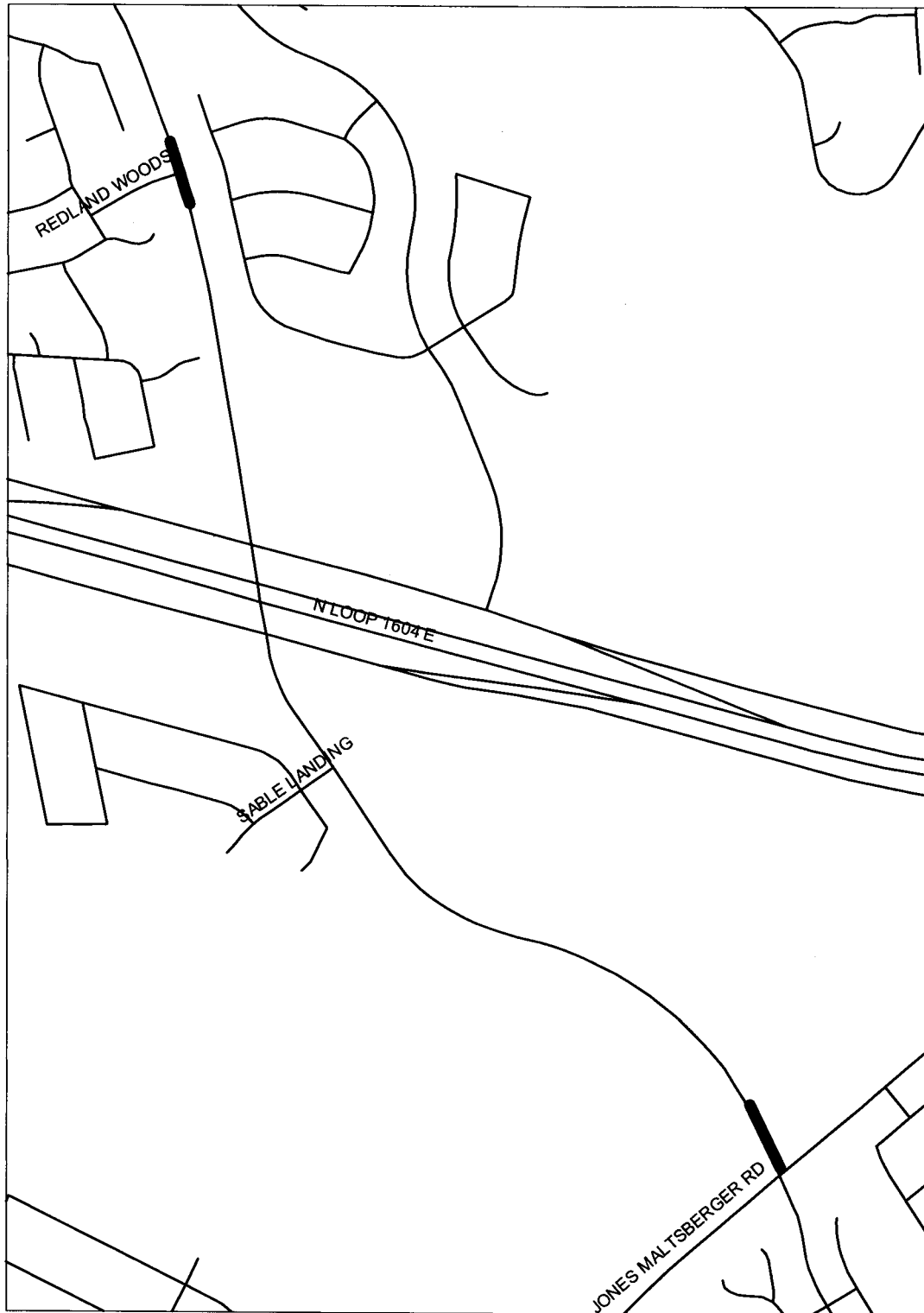


Melissa Byrne Vossmer  
Assistant City Manager



Sheryl Sculley  
City Manager

# REDLAND ROAD IMPROVEMENTS: REDLAND WOODS - JONES MALTSBERGER



CITY OF SAN ANTONIO  
DEPARTMENT OF PUBLIC WORKS  
CAPITAL PROGRAMS DIVISION



CWOTS#: 5117T05  
4119 Broadway, Rm 760R  
San Antonio, Texas 78209  
Page 1 of 5



## APPLICATION and LETTER OF AGENCY FOR CUSTOM WORK

September 22, 2005

CWOTS Number:

5117T05

Customer Billing Telephone Number: 210-207-7167

**BILL TO:** City of San Antonio  
Attn: Anibal A. Gutierrez  
114 W. Commerce 5<sup>th</sup> Floor  
San Antonio, Texas 78205

**WORK SITE LOCATION:** Redland Rd @ Redland Woods

**DESCRIPTION OF CUSTOM WORK:** SBC will is to relocate the Telco facilities along Redland rd to allow for the drainage project to commence. Work will include the relocation of the copper exchange Telco facilities.

**LABOR EXPENSE: \$ 9,016.20; MATERIAL EXPENSE: \$ 930.60; OVERHEAD EXPENSE: \$ 2,514.41;**

**TARIFF/LICENSE AGREEMENT EXPENSE: \$ 00.00**

**COST OF MONEY EXPENSE: \$**

**CHARGE FOR CUSTOM WORK: CONTRACT PRICE \$ 12,461.21**

Applicant requests that Southwestern Bell Telephone, L.P. act as its agent in performing the above-described custom work on Applicant's behalf. Applicant agrees to pay the charge(s) indicated above for such work. The charge(s) will be computed in accordance with Southwestern Bell Telephone, L.P.'s ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job.

Applicant agrees to make an advance payment of **\$ 12,461.21** Prior to commencement of the work.

### CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify Southwestern Bell Telephone, L.P., in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Southwestern Bell Telephone, L.P. for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Southwestern Bell Telephone L.P. will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.

### PRICE QUOTE

The price is guaranteed for 60 days from September 22, 2005. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the price that was originally quoted.

CWOTS #:  
 4119 Broadway, Rm 760R  
 San Antonio, Texas 78209  
 Page 2 of 5

5117T05



#### STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Bill Mize, 11930 Airline, Rm. 215, Houston, TX 77037**. If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order. If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell Telephone, L.P., in writing of the cancellation. Southwestern Bell Telephone, L.P., will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will Southwestern Bell Telephone, L.P., be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

#### CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS

The parties recognize that this is a fixed cost contract. However, if Applicant initiates changes in the scope of the work after Southwestern Bell Telephone L.P., has provided Applicant with the above referenced price quote, or after Applicant executes this fixed price contract, whichever is earlier, the above price quote and this contract are null and void and Applicant must request that a new estimate be provided based on the revised/alterd scope of work.

In the event that there exists a condition in the field that is different from field conditions that existed at the time Southwestern Bell Telephone, L.P. provided the above referenced price quote to Applicant, or after Applicant executes this fixed price contract, whichever is earlier, the above price quote and this contract are null and void and Applicant must request that a new estimate be provided based on the changed field conditions.

Field conditions that may materially alter the scope of the work and/or the cost associated with the work include but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes, and other conditions or circumstances that Southwestern Bell Telephone, L.P., could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

CWOTS #: 5117T05  
4119 Broadway, Rm 760R  
San Antonio, Texas 78209  
Page 3 of 5



**NO DAMAGE FOR DELAY**

Under no circumstances will Southwestern Bell Telephone, L.P., be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this custom work order.

**TIME TO COMPLETE**

Any representation by Southwestern Bell Telephone, L.P., its agents, servants or employees that the project, will be complete by a certain date or certain time period is strictly an estimate and not binding on Southwestern Bell Telephone, L.P., its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Southwestern Bell Telephone, L.P.'s control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Southwestern Bell Telephone, L.P., its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

**CHOICE OF LAW AND ARBITRATION**

Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to binding arbitration before the American Arbitration Association. The parties further agree that the prevailing party in any such dispute will be entitled to recover attorney's fees and costs of arbitration.

Texas law governs the application of this agreement and all terms contained therein.

**INDEMNIFICATION AND HOLD HARMLESS**

**Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Southwestern Bell Telephone, L.P., and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.**

**ENTIRE AGREEMENT**

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

CWOTS #: 5117T05  
4119 Broadway, Rm 760R  
San Antonio, Texas 78209  
Page 4 of 5



MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

ACCEPTED FOR CUSTOMER:

ACCEPTED FOR SOUTHWESTERN BELL TELEPHONE, L.P.:

—

\_\_\_\_\_  
Authorized Signature, Title or  
Relationship to Company or Individual  
Company:  
Printed Name:

\_\_\_\_\_  
Title: Brian Bednarz  
CWOTS -Manager Operations Control

Date: \_\_\_\_\_

Date: \_\_\_\_\_