

**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:** Alamo Farmstead Drainage Phase 1- Whitby Road from Abe Lincoln to Leon Creek

**DATE:** December 15, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts the lowest responsive bid, appropriates funds, and awards a construction contract in the amount of \$1,318,814.25 payable to R.L. Jones, L.P., authorizes \$118,980.73 for Project Contingency, authorizes \$91,615.16 for Capital Administration Costs and \$2,000 for Advertising Expenses, for a total ordinance amount of \$1,531,410.14 in connection with the Alamo Farmstead Drainage Phase 1 – Whitby Road from Abe Lincoln to Leon Creek Project, an authorized 2003-2007 General Obligation Drainage Improvement Bond funded project located in Council District 7. Of the \$1,531,410.14 amount \$1,402,403.14 will be funded with City Funds and \$129,007 will be reimbursed by San Antonio Water System (SAWS).

Staff recommends the approval of this ordinance.

**BACKGROUND INFORMATION**

This project provides for the reconstruction of Whitby Road from Abe Lincoln to Leon Creek with new driveway approaches in the parkways and necessary storm sewer system and utility improvements. Project construction is anticipated to begin in January 2006 and to be completed by October 2006.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in September of 2005. In addition, the bid announcement was made on TVSA, through the Small Business Economic Development Advocacy (SBEDA) Office and Dodge Report. Plans were also available for review by potential bidders at the office of Freese and Nichols, Inc. 711 Navarro Street, Suite 215, San Antonio, Texas 78205. Bids for this project were opened on October 12, 2005 and three (3) firms responded. Of these R.L. Jones, L.P., submitted the lowest responsive bid. R.L. Jones, L.P., currently has two (2) active contracts with the City in the amount of \$1,150,000. A matrix of the bid outcome is included herein as Attachment 2 and the construction contract is included herein as Attachment 3.

The Economic Development Department has reviewed and approved the Good Faith Effort Plan submitted by R.L. Jones, L.P., and the contractor has committed that 14.7% of the work provided under this contract shall be completed by a MBE firm, 1.26% will be completed by a WBE firm and 15.9% will be completed by a SBE firm. The Memorandum from the Economic Development Department is included herein as Attachment 4.

### **POLICY ANALYSIS**

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 2003-2007 General Obligation Drainage Improvement Bond funded Capital Improvement Projects.

### **FISCAL IMPACT**

This is a one-time capital improvement expenditure. Funds in the amount of \$1,288,000 are included in the FY06-11 Capital Improvement Program Budget. Additional funds in the amount of \$114,403.14 not included in the Capital Budget are available from the Hollyhock at Huebner Creek Project. This ordinance appropriately amends the FY 06-11 Capital Budget. Funds in the amount of \$1,181,000 are available from 2003-2007 General Obligation Drainage Improvement Bond funds, funds in the amount of \$221,403.14 are available from the Regional Facilities Fund, and \$129,007 is available from SAWS funds and authorized payable and appropriated as follows:

\$1,318,814.25	payable to R.L. Jones, L.P. for construction services
\$ 118,980.73	for Project Contingency
\$ 91,615.16	for Capital Administrative Cost
\$ 2,000.00	for Advertising Expenses

### **COORDINATION**

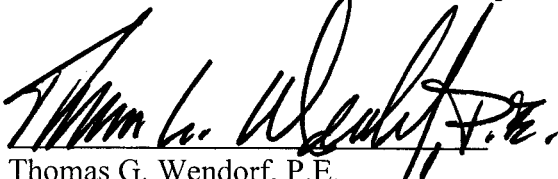
This request for ordinance has been coordinated with the Office of Management and Budget and the Finance Department.

### **SUPPLEMENTARY COMMENTS**

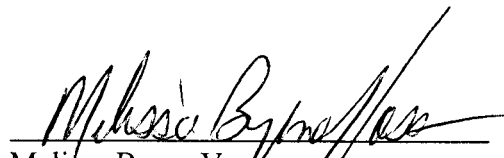
This construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required.

## ATTACHMENTS

1. Project Map
2. Bid Tab
3. Construction Contract
4. Memo from the Economic Development Department dated October 20, 2005.



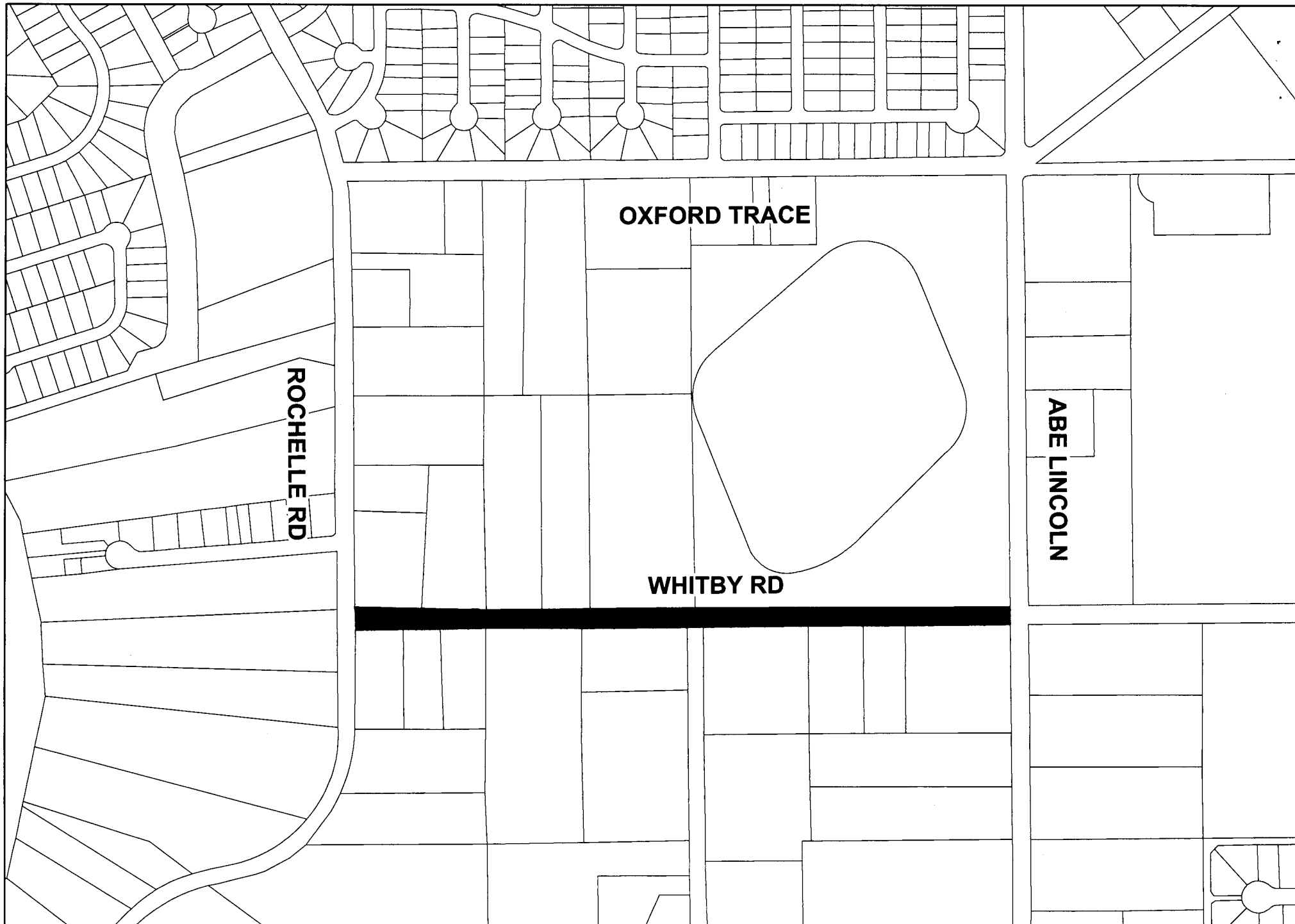
Thomas G. Wendorf, P.E.  
Director of Public Works



Melissa Byrne Vossmer  
Assistant City Manager



Sheryl Sculley  
City Manager



***Alamo Farmstead Drainage Ph I on Whitby-  
Abe Lincoln to Leon Creek***





# THE CITY OF SAN ANTONIO

## CALENDAR DAY CONTRACT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ in the year TWO THOUSAND FIVE (2005) 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:

### ALAMO FARMSTEAD DRAINAGE PHASE ONE WHITBY ROAD FROM ABE LINCOLN TO LEON CREEK

Prepared by Freese and Nichols, Inc., acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in TWO HUNDRED TEN (210) 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 and Services: ONE MILLION, THREE HUNDRED EIGHTEEN THOUSAND, EIGHT HUNDRED FOURTEEN DOLLARS AND TWENTY-FIVE CENTS, (\$1,318,814.25)**

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:

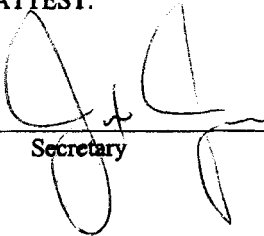
\_\_\_\_\_  
City Clerk

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;

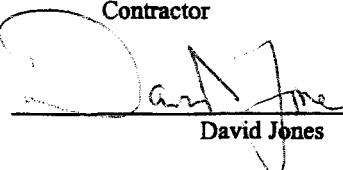
DONE at San Antonio, Texas, on the day and year first written above.

(Seal if Agreement is with Corporation)

ATTEST:

  
Secretary

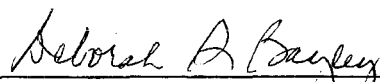
BY:

R.L. JONES, LP  
Contractor  
  
David Jones  
President  
Title

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 23<sup>rd</sup> day of November 2005  
by David Jones, President of R.L. Jones LP  
Jones Limited Partnership on behalf of said R.L. Jones LP

  
NOTARY PUBLIC in and for the State of TEXAS

Deborah A Bayley  
NOTARY'S PRINTED SIGNATURE

September 14, 2006  
MY COMMISSION EXPIRES:



PERFORMANCE BOND

Bond NO. 9293762211

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 CORPORATION ACTING BY AND THROUGH DAVID JONES, PRESIDENT

as Principal, and National Fire Insurance Company of Hartford

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 \$ 1,318,814.25 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

**ALAMO FARMSTEAD DRAINAGE PHASE ONE  
WHITBY ROAD FROM ABE LINCOLN TO LEON CREEK**

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 \_\_\_\_\_,

2005.

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

(SEAL)

**R.L. JONES, LP**

By: David Jones  
David Jones, President

National Fire Insurance Company of Hartford  
Surety

By: Pat J. Moore  
Pat J. Moore, Attorney-in-Fact  
5844 Rocky Pt. Dr., SA, TX 78249  
Address of Surety for Service Purposes

PAYMENT BOND

Bond NO. 929376211

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 CORPORATION ACTING BY AND THROUGH DAVID JONES, PRESIDENT,**

as Principal, and National Fire Insurance Company of Hartford

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 **\$ 1,318,814.25** 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

**ALAMO FARMSTEAD DRAINAGE PHASE ONE  
WHITBY ROAD FROM ABE LINCOLN TO LEON CREEK**

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 Chapter 2253 of the Texas Government Code, 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 \_\_\_\_  
20 \_\_\_\_

**R.L. Jones, LP**

By: \_\_\_\_\_

**David Jones, President**

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

(SEAL)

National Fire Insurance Company of Hartford

By: \_\_\_\_\_

**Pat J. Moore, Attorney-in-Fact**

5844 Rocky Pt. Dr., SA, TX 78249

Address of Surety for Service Purposes

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Pat J. Moore, Gary W. Wheatley, Bryan K. Moore, Clark D Fresher, Monica Sprague-Campos , Individually**

of San Antonio, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 1st day of September, 2005.

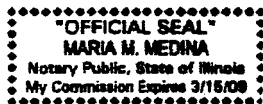


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Michael Gengler*  
Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 1st day of September, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires March 15, 2009

*Maria M. Medina*  
Maria M. Medina Notary Public

## CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 28th day of November, 2005.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Mary A. Ribikawskis*  
Mary A. Ribikawskis Assistant Secretary

**State of Texas**

**Claim Notice Endorsement**

To be attached to and form a part of Bond No. 929376211\_\_\_\_\_.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

**CNA Surety  
333 South Wabash  
Chicago, IL 60604**

**Telephone: (312) 822-5000**

## **NOTICE**

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

### **DISCLOSURE OF PREMIUM**

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

### **DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

City of San Antonio  
Economic Development Department  
Interdepartmental Memorandum

TO: Tom Wendorf, Director, Public Works Department

FROM: Manuel Longoria, Jr., Assistant Director, Economic Development Department

COPIES: William Krause, Anita Uribe Martin; File

SUBJECT: **Good Faith Effort Plan Submitted for Alamo Farmstead Drainage  
Phase One – Whitby Road from Abe Lincoln to Leon Creek**

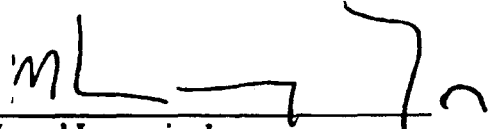
DATE: October 20, 2005

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We have reviewed the Good Faith Effort Plan for the **Alamo Farmstead Drainage Phase One – Whitby Road from Abe Lincoln to Leon Creek**. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>						
\$1,189,807						
FIRM	CERTIFIED	MBE	WBE	AABE	SBE	GFEP
R.L. Jones	No	14.7% \$175,000	1.26% \$15,000	0% \$0	15.9% \$190,000	Approval

If there are any questions, please contact Anita Uribe Martin at (210) 207-3900.

  
Manuel Longoria, Jr.  
Assistant Director  
Economic Development Department

ML/cm