

**RESOLUTION NO. 24-R-140**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH R.L. JONES LP PAVING FOR THE 2024 SPAM RESURFACING PROJECT**

**WHEREAS**, City Staff identified various City streets need preservation by performing some repairs and “prep” work and application of a slurry seal to the surface of the streets; and

**WHEREAS**, a construction contract and bidding package was created to retain a contractor to perform the repairs and prep work and slurry seal; and

**WHEREAS**, the project was publicly advertised for bids in accordance with public entity procurement regulations; and

**WHEREAS**, one bid was received and opened on September 6, 2024 for the project; and

**WHEREAS**, City Staff reviewed the bids received and confirmed that R.L. Jones LP is a responsible bidder for the project; and

**WHEREAS**, the unit prices in the bid appear reasonable compared to similar work performed on recent other projects, and

**WHEREAS**, the funding for the proposed is available from the SPAM authorized funding in the FY 2023-2024 budget for street preservation and maintenance, and

**WHEREAS**, the City Council of the City of Schertz wishes to award the construction contract for the 2024 SPAM Resurfacing Project to R.L. Jones LP.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

Section 1. The City Council hereby authorizes the City Manager to execute the construction contract documents in substantially the same form attached hereto as Exhibit A with R.L. Jones LP, in the amount of **TWO MILLION, TWO HUNDRED NINETY SEVEN THOUSAND, NINE HUNDRED TWENTY THREE DOLLARS** (\$2,297,923.00) and a not to exceed amount of **TWO MILLION, FOUR HUNDRED THOUSAND DOLLARS** (\$2,400,000.00) for the 2024 SPAM Resurfacing Project.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

# **EXHIBIT A**

Construction Contract with R.L. Jones, LP for 2024 SPAM Resurfacing Project

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Schertz (“Owner”) and  
R.L. Jones LP (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Repairs to damaged/settled pavement on Trainer Hale Road.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2024 SPAM Resurfacing Project.

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Kimley-Horn and Associates, Inc.

3.02 The Owner has retained the City of Schertz Engineering Department and Kimley-Horn and Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times: Days

B. If a contract is awarded for multiple schedules, the Work is expected to be substantially completed within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion. The number of days to substantial completion will be negotiated with the successful bidder and shall be within the range listed in this paragraph. If multiple schedules are awarded, the following Contract Times will apply for each schedule:

1. Base bid = 120 calendar days

2. Bid alternates = 30 calendar days (regardless of the number of alternatives approved)

- C. Parts of the Work shall be substantially completed on or before the following Milestone(s):
  - 1. All work completed 150 calendar days from Notice to Proceed.

#### 4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:
  - 1. **Six hundred dollars (\$600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages (“Liquidated Damages”) that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Contractor to complete within the Contract Time.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on a monthly basis during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units

completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage); and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the full amount of the contract, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law, not to exceed 1% per month.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of

such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages A-1 to A-7, inclusive).
  - 2. Performance bond (pages PB-1 to PB-3, inclusive).
  - 3. Payment bond (pages PYB-1 to PYB-3, inclusive).
  - 4. General Conditions consisting of 72 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
  - 5. Supplementary Conditions (pages SC-1 to SC-25, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of 89 sheets with each sheet bearing the following general title: 2024 SPAM Resurfacing Project.
  - 8. Addenda (numbers \_\_\_ to \_\_\_, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages BF-1 to BF-9, inclusive).
    - b. Prohibition on Contracts with Companies Boycotting Israel (page P-1)
    - c. Summary of Work (pages 01010-1 to 01010-3)
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.

- b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. Certifications required by State Law

1. *Non-Boycott of Energy*. Contractor certifies that either (a) it does not boycott Israel and will not boycott energy companies; and (b) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.
2. *Non-Boycott of Firearm Entity*. Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Schertz \_\_\_\_\_

R.L. Jones LP \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

1400 Schertz Parkway \_\_\_\_\_

18946 Redland Rd \_\_\_\_\_

Schertz, TX 78154 \_\_\_\_\_

San Antonio, TX 78259 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

**BID FORM**

CITY OF SCHERTZ

2024 SPAM RESURFACING PROJECT

BID #2024-015

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**Sealed proposals in response to this IFB will be received through the City’s e-procurement portal at <https://schertz.bonfirehub.com/portal/?tab=openOpportunities>. Submissions by other methods will not be accepted. All Proposals must be in the City of Schertz’s possession on or before the scheduled date and time (no late RFP will be accepted).**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE - 2024 SPAM RESURFACING PROJECT					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	MOBILIZATION (PER SUBDIVISION) (THE RIDGE AT SCENIC HILLS & FAIRHAVEN)	LS	1	35,000.00	35,000.00
1502	MOBILIZATION (PER SUBDIVISION) (KENSINGTON RANCH & SAVANNAH BLUFF)	LS	1	30,000.00	30,000.00
1502	MOBILIZATION (PER SUBDIVISION) (SCHERTZ PARKWAY)	LS	1	35,000.00	35,000.00
1502	MOBILIZATION (PER SUBDIVISION) (HALLIE'S COVE)	LS	1	35,000.00	35,000.00
1502	MOBILIZATION (PER SUBDIVISION) (THE CROSSVINE)	LS	1	30,000.00	30,000.00
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	EA	5	950.00	4,750.00
2086.1	METER BOX ADJUSTMENT	EA	*1	850.00	850.00
2086.2	MANHOLE ADJUSTMENT (SEWER)	EA	6	4,500.00	27,000.00
2086.3	VALVE BOX ADJUSTMENT	EA	5	1,450.00	7,250.00
2086.4	MANHOLE ADJUSTMENT (STORM)	EA	*1	5,500.00	5,500.00
2221.1	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	38	35.00	1,330.00
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (2.5")	SY	2,368	6.50	15,392.00
2221.4	REMOVING EXISTING ASPHALTIC PAVEMENT (5")	SY	4,210	13.00	54,730.00
2221.5	REMOVING EXISTING ASPHALTIC PAVEMENT (6" - 10")	CY	485	90.00	43,650.00
2221.6	REMOVE CONCRETE CURB, CURB & GUTTER, AND MOUNTABLE CURB	LF	459	25.00	11,475.00
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (2.5" THICKNESS)(PG 64-22)	TON	341	190.00	64,790.00
2741.2	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (5" THICKNESS)(PG 64-22)	TON	1,176	190.00	223,440.00
2741.3	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (6" - 10" THICKNESS)(PG 64-22)	TON	925	196.00	180,375.00
2741.4	LEVEL UP WITH HMAC TYPE B ASPHALT (PG 64-22) (VARIABLE DEPTH)	TON	32	165.00	5,280.00
2754	PORTLAND CEMENT CONCRETE DRIVEWAY (RESIDENTIAL)	SY	29	125.00	3,625.00
2764.1	RAISED PAVEMENT MARKER TYPE I C-R	EA	340	5.75	1,955.00
2764.2	RAISED PAVEMENT MARKER TYPE II A-A	EA	9	5.75	51.75
2764.3	RAISED PAVEMENT MARKER TYPE II B	EA	51	10.00	510.00
2767.1	4" YELLOW THERMOPLASTIC STRIPE	LF	680	2.00	1,360.00
2767.3	4" DASHED WHITE THERMOPLASTIC STRIPE	LF	5,390	2.25	12,127.50
2767.4	6" BLACK THERMOPLASTIC STRIPE	LF	1,480	2.25	3,330.00
2767.5	8" BLACK THERMOPLASTIC STRIPE	LF	1,290	2.75	3,547.50
2767.6	8" WHITE THERMOPLASTIC STRIPE	LF	1,115	2.75	3,066.25
2767.8	24" WHITE THERMOPLASTIC STRIPE	LF	1,383	8.50	11,755.50
2767.9	24" YELLOW THERMOPLASTIC STRIPE	LF	40	8.50	340.00
2767.1	WHITE THERMOPLASTIC WORD "ONLY"	EA	18	250.00	4,500.00
2767.11	WHITE THERMOPLASTIC ARROW (LEFT/RIGHT/STRAIGHT)	EA	18	250.00	4,500.00
2767.13	SOLID YELLOW MEDIAN NOSE	EA	1	500.00	500.00
2771.1	CONCRETE CURB & GUTTER	LF	459	25.00	11,475.00
2771.2	CONCRETE VALLEY GUTTER	SY	90	135.00	12,150.00
2775.1	CONCRETE SIDEWALK	SY	9	115.00	1,035.00
2811	LANDSCAPE IRRIGATION	LF	459	8.00	3,672.00
2911	TOPSOIL	CY	34	25.00	850.00
2922	SODDING (BERMUDA OR ST. AUGUSTINE)	SY	178	10.00	1,780.00
0677 6003	ELIM EXT PAV MRK & MRKS (8")	LF	1,115	3.00	3,345.00
0677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	1,423	9.00	12,807.00
0677 6008	ELIM EXT PAV MRK & MRKS (ARROW)	LF	18	225.00	4,050.00
0677 6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	18	225.00	4,050.00
0712 6008	JOINT & CRACK SEALING	LBS	11,336	5.00	56,680.00
SUP 1	DOOR HANGER (PER PROJECT)	LS	1	2,500.00	2,500.00
SUP 2.1	SLURRY SEAL (25 LBS / SY - COMPOSITE)	TON	1,096	380.00	416,480.00
SUP 2.2	SLURRY SEAL (30 LBS / SY - COMPOSITE)	TON	901	390.00	351,390.00
SUP 3	SIGN ADJUSTMENT	EA	*5	200.00	1,000.00
<b>TOTAL OF ALL UNIT PRICE BID ITEMS - BASE BID</b>					<b>1,745,244.50</b>

\*BID ITEM QUANTITY DOES NOT REFLECT PROPOSED IMPROVEMENT QUANTITIES. QUANTITY IS FOR ESTIMATING/BIDDING PURPOSES ONLY.

BID ALTERNATE 1 BID SCHEDULE - 2024 SPAM RESURFACING PROJECT					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	MOBILIZATION (PER SUBDIVISION) (MOBILE VILLA ESTATES)	LS	1	20,000.00	20,000.00
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	EA	1	950.00	950.00
2086.4	MANHOLE ADJUSTMENT (STORM)	EA	-		
2086.5	CUSTOMER SHUTOFF VALVE BOX ADJUSTMENT	EA	-		
2221.1	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	-		
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (2.5")	SY	161	6.50	1,046.50
2221.4	REMOVING EXISTING ASPHALTIC PAVEMENT (5")	SY	778	85.00	66,130.00
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (2.5" THICKNESS)(PG 64-22)	TON	25	190.00	4,750.00
2741.2	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (5" THICKNESS)(PG 64-22)	TON	216	190.00	41,040.00
2764.3	RAISED PAVEMENT MARKER TYPE II B	EA	5	15.00	75.00
0712 6008	JOINT & CRACK SEALING	LBS	817	5.00	4,085.00
SUP 2.1	SLURRY SEAL (25 LBS / SY - COMPOSITE)	TON	126	380.00	47,880.00
<b>TOTAL OF ALL UNIT PRICE BID ITEMS - BID ALTERNATE 1</b>					<b>185,956.50</b>

BID ALTERNATE 2 BID SCHEDULE - 2024 SPAM RESURFACING PROJECT					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	MOBILIZATION (PER SUBDIVISION) (INGLEWOOD DRIVE)	LS	1	18,500.00	18,500.00
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	EA	1	950.00	950.00
2086.2	MANHOLE ADJUSTMENT (SEWER)	EA	1	5,500.00	5,500.00
2086.4	MANHOLE ADJUSTMENT (STORM)	EA	-		
2086.5	CUSTOMER SHUTOFF VALVE BOX ADJUSTMENT	EA	-		
2221.1	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	-		
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (2.5")	SY	433	9.00	3,897.00
2221.5	REMOVING EXISTING ASPHALTIC PAVEMENT (6" - 10")	CY	272	85.00	23,120.00
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (2.5" THICKNESS)(PG 64-22)	TON	60	190.00	11,400.00
2741.3	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (6" - 10" THICKNESS)(PG 64-22)	TON	538	195.00	104,910.00
2767.8	24" WHITE THERMOPLASTIC STRIPE	LF	100	9.00	900.00
0677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	100	9.00	900.00
0712 6008	JOINT & CRACK SEALING	LBS	283	5.00	1,415.00
SUP 2.2	SLURRY SEAL (30 LBS / SY - COMPOSITE)	TON	72	390.00	28,080.00
<b>TOTAL OF ALL UNIT PRICE BID ITEMS - BID ALTERNATE 2</b>					<b>199,572.00</b>

BID ALTERNATE 3 BID SCHEDULE - 2024 SPAM RESURFACING PROJECT					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	MOBILIZATION (PER SUBDIVISION) (ARANDA LANE)	LS	1	18,500.00	18,500.00
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	EA	1	950.00	950.00
2086.4	MANHOLE ADJUSTMENT (STORM)	EA	-		
2086.5	CUSTOMER SHUTOFF VALVE BOX ADJUSTMENT	EA	-		
2221.1	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	-		
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (2.5")	SY	171	6.00	1,026.00
2221.4	REMOVING EXISTING ASPHALTIC PAVEMENT (5")	SY	1,782	12.00	21,384.00
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (2.5" THICKNESS)(PG 64-22)	TON	25	190.00	4,750.00
2741.2	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (5" THICKNESS)(PG 64-22)	TON	491	190.00	93,290.00
2764.3	RAISED PAVEMENT MARKER TYPE II B	EA	1	10.00	10.00
2767.1	4" YELLOW THERMOPLASTIC STRIPE	LF	120	1.50	180.00
2767.2	4" WHITE THERMOPLASTIC STRIPE	LF	110	1.50	165.00
0712 6008	JOINT & CRACK SEALING	LBS	297	5.00	1,485.00
SUP 2.1	SLURRY SEAL (25 LBS / SY - COMPOSITE)	TON	66	385.00	25,410.00
<b>TOTAL OF ALL UNIT PRICE BID ITEMS - BID ALTERNATE 3</b>					<b>167,150.00</b>

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be complete in accordance with Article 4 of the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and
  - G. Form 1295 – Certificate of Interested Parties (Bidder must complete form online at [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File)); and
  - H. Prohibition on Contracts with Companies Boycotting Israel

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

R.L. Jones LP

By:

*[Signature]*



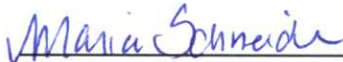
*[Printed name]*

Josh Jones, President

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

Maria Schneider

Title:

Office Administrator

Submittal Date:

September 6, 2024

Address for giving notices:

18946 Redland Road

San Antonio, Texas 78259

Telephone Number:

210-496-6223

Fax Number:

210-495-7535

Contact Name and e-mail address:

Josh Jones

admin@rljoneslp.com

Bidder's License No.:

N/A

*(where applicable)*