

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

TO: Mayor and City Council

FROM: Roland A. Lozano, Interim Aviation Director

SUBJECT: Construction Contract Award for the Remain Over Night Apron Project at San Antonio International Airport

DATE: August 25, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified bid of Yantis Company in the amount of \$7,175,737.00 to provide construction services for the Remain Over Night (RON) Apron Project at San Antonio International Airport and authorizes budget adjustments for construction cost and construction contingencies. In addition, this ordinance appropriates \$375,000.00 of FAA AIP Grant 48 and \$1,265,283.00 as the City's remaining share of the project costs. This, added to the total of \$5,869,241.00 previously appropriated, will be used to fund this action.

The amount of \$7,175,737.00 includes the acceptance of the base bid in the amount of \$7,063,737.00 and Additive Alternate #1 totaling \$112,000.00. Additionally, this ordinance authorizes \$333,787.00 for construction contingencies for a total authorization of \$7,509,524.00.

Included within the construction contract is the provision to relocate the 30L Localizer pursuant to the Memorandum of Agreement with the FAA presented to and passed by City Council on May 19, 2005. The \$7,175,737.00 contract amount includes \$500,000.00 for this relocation which is to be funded from Grant 48 (\$375,000.00) and Passenger Facility Charge (PFC) proceeds (\$125,000.00).

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

On November 1, 2001, the firm of CDS/Muery Services was awarded a Professional Services Agreement to provide engineering services for the RON Apron Project in support of the New Terminal Expansion Program at San Antonio International Airport.

The RON Apron Project is an element of the approved 1998 Airport Master Plan (which is used for general overall planning), and is required to implement the construction of the City's proposed Terminal Expansion Program. Terminal B is programmed for site location on the existing RON area located between Terminals 1 and 2, which would eliminate seven RON aircraft positions. The new RON Apron Project will be constructed as a partial replacement for the existing RON positions and will be located south of Terminal 1. The remaining RON positions will be absorbed in other existing locations.

The City has in its Five Year Capital Program, a program to provide construction services for the Remain Over Night (RON) Apron project at the San Antonio International Airport. On June 15, 2005, the construction bid for this Project was announced in the Commercial Recorder, The Informer, and La Prensa. Bids were opened on July 27, 2005 with three (3) qualified bids received as summarized below:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate #1</u>	<u>Total</u>
Yantis Company	\$7,063,737.00	\$112,000.00	\$7,175,737.00
Jerdon Enterprise, L.P.	\$7,793,696.00	\$127,000.00	\$7,920,696.00
Satterfield & Pontikes	\$8,042,311.21	\$ 52,733.00	\$8,095,044.21

The consultant's estimate for this project was \$7,500,000.00.

The basis of award is to the lowest, qualified bidder based on the aggregate amounts of the base bid and Additive Alternate #1. The bids were evaluated by CDS/Muery Services, the Aviation Department's Program Manager, Carter Burgess and the Aviation Department staff. The bid of Yantis Company was determined to be the low qualified bid, and is considered to be fair and reasonable for the work involved. Yantis currently has three (3) active projects with the City with a total value of \$3,040,375.71.

POLICY ANALYSIS

This action continues the policy of improving facilities at San Antonio International Airport and using federal funds when available.

FISCAL IMPACT

This Project is funded by the PFC Capital Improvement Fund (PFC Pay As You Go) and the FAA Grants 41 and 48 accepted on August 30, 2001 and April 4, 2002 respectively.

This ordinance appropriates \$1,265,283.00 for the City's share of the project, \$375,000.00 from FAA Grant 48 and authorizes the budget transfer of \$5,869,241.00 in previously appropriated but unencumbered funds for construction and contingent expenses. Requests for construction materials testing and inspection will be brought forward in subsequent ordinances.

Summary			
<u>Funding</u>	<u>RON Construction</u>	<u>Localizer</u>	<u>Total</u>
FAA Grant 41	\$4,401,931.00	-----	\$4,401,931.00
FAA Grant 48	-----	\$375,000.00	\$ 375,000.00
Current PFC	\$1,467,310.00	-----	\$1,467,310.00
Proposed PFC	<u>\$1,140,283.00</u>	<u>\$125,000.00</u>	<u>\$1,265,283.00</u>
Total	\$7,009,524.00	\$500,000.00	\$7,509,524.00

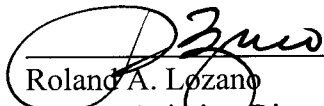
COORDINATION

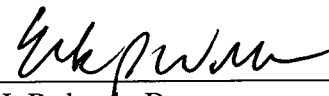
This request for ordinance has been coordinated with the Public Works, City Attorney, Finance and Office of Management & Budget Departments.

SUPPLEMENTARY COMMENTS

The construction contract is not a discretionary contract and therefore an Ethics Disclosure form is not required from Yantis Company.

Opportunities for reducing costs through value engineering effort have been identified and are estimated to have a cost savings ranging from \$400,000.00 to \$600,000.00. Upon the execution of the construction contract, City staff will initiate negotiations for these items as well as any opportunities presented by the contractor, and bring forward its recommendation for Council consideration.



Roland A. Lozano
Interim Aviation Director

J. Rolando Bono
City Manager

↓
Attachments

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the _____ day of _____ in the year 2005 by and between Yantis Company, 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:

REMAIN OVERNIGHT APRON AT SAN ANTONIO INTERNATIONAL AIRPORT

Prepared by CDS/MUERY SERVICES, 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 three hundred, sixty five (365) 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: Two Million Six Hundred Eighteen Thousand Six Hundred Fifty Dollars, (\$2,618,650.00)

Services: Four Million Five Hundred Fifty Seven Thousand Eighty Seven Dollars, (\$4,557,087.00)

Total: Seven Million One Hundred Seventy Five Thousand Seven Hundred Thirty Seven Dollars, (\$7,175,737.00)

Attachment 1

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:

Walter Allen
Secretary

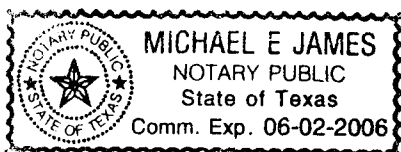
BY:

YANTIS COMPANY
Contractor
[Signature]
THOMAS G. YANTIS
President
PRESIDENT
Title

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 11TH day of AUGUST 20 05
by THOMAS G. YANTIS PRESIDENT of YANTIS COMPANY
_____ on behalf of said _____



[Signature]
NOTARY PUBLIC in and for the State of TEXAS

MICHAEL E. JAMES
NOTARY'S PRINTED SIGNATURE

06/02/06
MY COMMISSION EXPIRES:

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

Bond #104542748

Know all men by these presents:

1. That we YANTIS COMPANY

as Principal, and Travelers Casualty and Surety Company of America

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 \$7,175,737.00 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

YANTIS COMPANY

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

REMAIN OVERNIGHT APRON 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. 20_____.

5. The foregoing bond is approved and accepted

this _____ day of _____

20 _____.

City Manager

(SEAL)

Yantis Company

By _____

PRES.

Travelers Casualty and Surety Company of America
 Surety

By _____

Jamie Harris, Attorney-in-fact

Catto & Catto, LLP

Address of Surety for Service Purposes

PB-1

217 East Houston St., Suite 100
 San Antonio, Texas 78205-1801

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

Bond #104542748

Know all men by these presents:

1. That we YANTIS COMPANY

as Principal, and Travelers Casualty and Surety Company of America

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 \$ 7,175,737.00 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

YANTIS COMPANY

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

REMAIN OVERNIGHT APRON 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. 20 _____.

6. The foregoing bond is approved and accepted
this _____ day of _____

20 _____

Yantis Company

By _____

PRES.

Travelers Casualty and Surety Company of America

City Manager

Surety

By _____

Jamie Harris, Attorney-in-fact

Catto & Catto, LLP

Address of Surety for Service Purposes

217 East Houston St., Suite 100
San Antonio, Texas 78205-1801

(SEAL)

PB-2

AVIATION CAPITAL PROJECT BUDGET

PROJECT NO. 33- 00142 PROJECT NAME SAFETY AREA IMPROVEMENTS - RUNWAY 30L LOCALIZER
in FUND NO. 51- 099000 ENTITLED AIRPORT CAPITAL PROJECTS

REVENUE TRANSFERS OUT REMINDER: IF PROJECT IS NOT IN 51-099000, DELETE GL & GL NAME.

FUND NO. OR INTERNAL ORDER NO.	FUND NAME OR INTERNAL ORDER NAME	G/L	G/L NAME	CURRENT BUDGET \$	REVISION \$	REVISED BUDGET \$
133000000029	48-04 SFTY AREA IMPR	6102100	Interfund Transfers Out	\$9,450.00	\$375,000.00	\$384,450.00
51014000	PFC CAPITAL IMPROVEMENT FUND	6102100	Interfund Transfers Out	\$3,150.00	\$125,000.00	\$128,150.00
			TOTALS	\$12,600.00	\$500,000.00	\$512,600.00

REVENUE TRANSFERS IN

WBS NO.	WBS NAME	G/L	G/L NAME	CURRENT BUDGET \$	REVISION \$	REVISED BUDGET \$
33- 00142 90-01	AIP 48-04 - TRANSFER IN FROM I/O XXXXXX	6101100	Interfund Transfers In	\$9,450.00	\$375,000.00	\$384,450.00
33- 00142 90-02	PFC PAYGO - TRANSFER IN FR AV-00007-01-01-06	6101100	Interfund Transfers In	\$3,150.00	\$125,000.00	\$128,150.00
33- 00142 90-03		6101100	Interfund Transfers In	\$0.00		
33- 00142 90-04		6101100	Interfund Transfers In	\$0.00		
33- 00142 90-05		6101100	Interfund Transfers In	\$0.00		
33- 00142 90-06		6101100	Interfund Transfers In	\$0.00		
33- 00142 90-07		6101100	Interfund Transfers In	\$0.00		
33- 00142 90-08		6101100	Interfund Transfers In	\$0.00		
33- 00142 90-09		6101100	Interfund Transfers In	\$0.00		
33- 00142 90-10		6101100	Interfund Transfers In	\$0.00		
			TOTALS	\$12,600.00	\$500,000.00	\$512,600.00

EXPENDITURES

WBS NO.	WBS NAME	G/L	G/L NAME	CURRENT BUDGET \$	REVISION \$	REVISED BUDGET \$
33- 00142 01-02	PHASE 1	5201140	Construction Costs	\$12,600.00	\$0.00	\$12,600.00
33- 00142 05-02	YANTIS COMPANY	5201140	Construction Costs	\$0.00	\$500,000.00	\$500,000.00
33- 00142 XX-XX				\$0.00	\$0.00	\$0.00
33- 00142 XX-XX				\$0.00		\$0.00
33- 00142 XX-XX				\$0.00		\$0.00
33- 00142 XX-XX				\$0.00		\$0.00
33- 00142 XX-XX				\$0.00		\$0.00
33- 00142 XX-XX				\$0.00		\$0.00
			TOTALS	\$12,600.00	\$500,000.00	\$512,600.00

PREPARED BY (AT AVIATION):

SSC

DATE:

8/11/05

AMENDED BY (AT FINANCE):

(INSERT AV #)

(INSERT GL & GL NAME IF REQUIRED)

DATE:

AVIATION CAPITAL PROJECT BUDGET

PROJECT NO.	33- 00114	PROJECT NAME	REMAIN OVER NIGHT (RON) APRON
in FUND NO.	51- 099000	ENTITLED	AIRPORT CAPITAL PROJECTS

REVENUE TRANSFERS OUT

REMINDER: IF PROJECT IS NOT IN 51-099000, DELETE GL & GL NAME.

FUND NO. OR INTERNAL ORDER NO.	FUND NAME OR INTERNAL ORDER NAME	G/L	G/L NAME	CURRENT BUDGET \$	REVISION \$	REVISED BUDGET \$
				\$0.00		
133000000007	REMAIN OVER NIGHT APRON	6102100	Interfund Transfers Out	\$5,041,396.90	\$0.00	\$5,041,396.90
51007000	AIRPORT SYSTEM CONSTRUCTION FUND 2001	6102100	Interfund Transfers Out	\$1,680,465.63	\$0.00	\$1,680,465.63
51014000	PFC CAPITAL IMPROVEMENT FUND	6102100	Interfund Transfers Out	\$0.00	\$1,140,283.00	\$1,140,283.00
			TOTALS	\$6,721,862.53	\$1,140,283.00	\$7,862,145.53

REVENUE TRANSFERS IN

WBS NO.			WBS NAME	G/L	G/L NAME	CURRENT BUDGET \$	REVISION \$	REVISED BUDGET \$
33-	00114	90-01	TRANSFER FROM FUND # 51007000	6101100	Interfund Transfers In	\$1,680,465.63		\$1,680,465.63
33-	00114	90-02	AIP 41-01 - TRANSFER FROM I/O [FINANCE TO SET UP]	6101100	Interfund Transfers In	\$5,041,396.90		\$5,041,396.90
33-	00114	90-03	PFC PAYGO - TRANSFER FROM AV- [FINANCE]	6101100	Interfund Transfers In	\$0.00	\$1,140,283.00	\$1,140,283.00
33-	00114	90-04		6101100	Interfund Transfers In	\$0.00		
33-	00114	90-05		6101100	Interfund Transfers In	\$0.00		
33-	00114	90-06		6101100	Interfund Transfers In	\$0.00		
33-	00114	90-07		6101100	Interfund Transfers In	\$0.00		
33-	00114	90-08		6101100	Interfund Transfers In	\$0.00		
33-	00114	90-09		6101100	Interfund Transfers In	\$0.00		
33-	00114	90-10		6101100	Interfund Transfers In	\$0.00		
					TOTALS	\$6,721,862.53	\$1,140,283.00	\$7,862,145.53

EXPENDITURES

WBS NO.			WBS NAME			CURRENT BUDGET \$	REVISION \$	REVISED BUDGET \$
33-	00114	05-07	UNALLOCATED APPROPRIATIONS	5406530	Indirect Costs	\$6,049,241.09	(\$5,869,241.00)	\$180,000.09
33-	00114	01-02	CDS MUERY	5201170	Engineering Fees	\$612,321.44		\$612,321.44
33-	00114	01-03	CDS MUERY CONTINGENCY	5406530	Indirect Costs	\$54,300.00		\$54,300.00
33-	00114	05-02-01	YANTIS COMPANY	5201140	Construction Costs	\$0.00	\$6,675,737.00	\$6,675,737.00
33-	00114	05-02-02	YANTIS CONTINGENCY	5406530	Indirect Costs	\$0.00	\$333,787.00	\$333,787.00
33-	00114	05-06	INSPECTION FEES	5501085	Inspection Fees	\$0.00		\$0.00
33-	00114	05-05	TESTING FEES	5201170	Engineering Fees	\$0.00		\$0.00
33-	00114	05-01	ADMINISTRATION FEES	5501090	Administration Costs	\$6,000.00		\$6,000.00
					TOTALS	\$6,721,862.53	\$1,140,283.00	\$7,862,145.53

PREPARED BY (AT AVIATION):

AMENDED BY (AT FINANCE):

DATE:

DATE:

(INSERT AV #)

(INSERT GL & GL NAME IF REQUIRED)