

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

TO: Mayor and City Council

FROM: Roland A. Lozano, Interim Aviation Director

SUBJECT: Project 3-Volume 2-Utility Relocation for Terminal B at San Antonio International Airport

DATE: August 25, 2005

SUMMARY AND RECOMMENDATION

This ordinance accepts the low qualified bid of Jerdon Enterprise L.P. in the amount of \$5,638,500.00 to provide utility relocation for Project 3-Volume 2-Utility Relocation for Terminal B at San Antonio International Airport and authorizes budget adjustments for construction costs and construction contingencies.

Additionally, this ordinance appropriates \$281,925.00 for construction contingencies for a total appropriation of \$5,920,425.00.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Within its Five Year Capital Program, the City has a program to improve terminal facilities. The construction for Project 3-Volume 2-Utility Relocation for Terminal B will include relocation of existing utilities and installation of temporary utilities to maintain Terminals 1 and 2 in full operation during construction of the new terminal.

On May 29, 2003, the firm of 3D/International was awarded a Professional Services Agreement to provide engineering services for the New Terminal Expansion Program at San Antonio International Airport.

Construction bids for this Project were advertised and announced on May 11, 2005, through the Commercial Recorder, The Informer, and La Prensa. Bids were opened on June 22, 2005 and two (2) qualified bids were received, ranging from the low bid of \$5,638,500.00 to a high bid of \$7,987,631.00.

The following is a summary of the two bids received:

<u>Contractor</u>	<u>Base Bid</u>
Jerdon Enterprise, L.P.	\$5,638,500.00
Satterfield & Pontikes	\$7,987,631.00

The basis of award is to the lowest, qualified bidder based on the aggregate amount of the base bid. The bids were evaluated by 3D/International, the Aviation Department's Program Manager, Carter Burgess and the Aviation Department staff. The bid of Jerdon Enterprise L.P. was determined to be the low qualified bid, and is considered to be fair and reasonable for the work involved.

The Program Manager's estimate for this package has been established at \$5,800,000.00. It is in the best interest of the City to accept the base bid for the aggregate amount of \$5,638,500.00.

Jerdon currently has two (2) active projects with the City with a total value of \$1,901,990.50.

POLICY ANALYSIS

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

FISCAL IMPACT

This Project is funded by 2005 Airport Passenger Facility Charge Bonds and the Airport Capital Improvement Fund. This ordinance appropriates \$5,638,500.00 (WBS 33-00208-05-03-01, General Ledger 5201140) for construction contract costs and \$281,925.00 (WBS 33-00208-05-03-02, General Ledger 5406530) for construction contingencies for a total appropriation of \$5,920,425.00.


COORDINATION

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

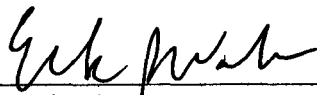
SUPPLEMENTARY COMMENTS

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

The Economic Development Department has reviewed the list of subcontractors and approved the Good Faith Effort Plan submitted by Jerdon Enterprise L.P. The contract provides for 323 Calendar Days or approximately 13 months to complete.



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 Two Thousand Five

by and between Jerdon Enterprise, 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:

Project 3 – Volume 2 – Utility Relocation for Terminal B

Prepared by 3D International, 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 Twenty Three (323) 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.

NO.	Milestone Description & Requirements	Within	After	Liquidated Damages Per Day
1	Move AOA Fence and Relocate Trash Compactor <i>Inside AOA Fence at Elsinore Building (Building 1331)</i>	45 Days	NTP	\$500.00
2	All Work In Project #3 Volume 2 Substantially Complete	<i>323 Days</i>	NTP	\$3,000.00

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:

Rev. 05/03 (RH:md)

Addendum 2
Page 1
June 22, 2005

CALENDAR DAY CONTRACT
CDC - 1

Attachment 1

Materials: Two Million Three Hundred Twenty Three Thousand Dollars, (\$ 2,323,000.00)

Services: Three Million Three Hundred Fifteen Thousand Five Hundred Dollars, (\$ 3,315,500.00)

Total: Five Million Six Hundred Thirty Eight Thousand Five Hundred Dollars, (\$ 5,638,500.00)

Article 4. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Article VII of the General Conditions.

Article 5. Acceptance and Final Payment - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Article IX of the General Conditions.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

Article 6. The Contract Documents - This Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment, Performance and Extended Warranty Bonds, form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

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

CITY OF SAN ANTONIO

By: _____
City Manager

ATTEST:

City Clerk

IN WITNESS WHEREOF, said Contractor has thoroughly read and understands this Agreement and the Contract Documents and the nature of this legal commitment and lawfully caused these presents to be executed by Contractor's legally authorized representative and does hereby deliver this legally binding instrument;

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

(Seal if Agreement is with Corporation)

ATTEST:

W. Dan Oque
Asst. Secretary

BY:

JERDON ENTERPRISE, LP
Contractor
[Signature]
Randall Lozano
Vice President
By: Jerdon Holding, LLC, General Partner
Title

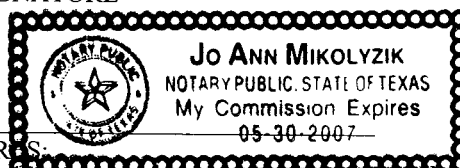
STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 29th day of July 20 05
by Randall Lozano, Vice President of Jerdon Enterprise, L.P.
Limited Partnership on behalf of said Limited Partnership

[Signature]
NOTARY PUBLIC in and for the State of TEXAS
Jo Ann Mikolyzik
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES:



PERFORMANCE BOND

BOND NO.: 61BCSDL0207

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

Know all men by these presents:

1. That we JERDON ENTERPRISE, L.P.

as Principal, and HARTFORD FIRE INSURANCE COMPANY

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio a municipal corporation of the County of Bexar and State of Texas in the sum of \$55,638,500.00 for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said JERDON ENTERPRISE, L.P.

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

PROJECT 3 - VOLUME 2 - UTILITY RELOCATION FOR TERMINAL B

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)

JERDON ENTERPRISE, L.P.

By _____

HARTFORD FIRE INSURANCE COMPANY

Surety

By _____

LELAND L. FAUGH, ATTORNEY-IN-FACT

PO BOX 4611, HOUSTON, TX 77210-4611

Address of Surety for Service Purposes

PB-1

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

PAYMENT BOND

BOND NO.: 61BCSDL0207

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

Know all men by these presents:

1. That we **JERDON ENTERPRISE, L.P.**

as Principal, and **HARTFORD FIRE INSURANCE COMPANY**

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of \$ \$5,638,500.00 for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said **JERDON ENTERPRISE, L.P.**

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

PROJECT 3 - VOLUME 2 - UTILITY RELOCATION FOR TERMINAL B

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 5180, 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 _____

City Manager

(SEAL)

JERDON ENTERPRISE, L.P.

By _____

HARTFORD FIRE INSURANCE COMPANY

Surety

By _____

LELAND L. BAUGH, ATTORNEY-IN-FACT
PO BOX 4611, HOUSTON, TX 77210-4611

Address of Surety for Service Purposes

PB-2

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

AVIATION CAPITAL PROJECT BUDGET

PROJECT NO.	33- 00208	PROJECT NAME	NTE - PROJECT 3 - UTILITIES & DEMOLITION
in FUND NO.	51- 099000	ENTITLED	AIRPORT CAPITAL PROJECTS

REVENUE TRANSFERS OUT

REMEMBER: 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 \$
510?????	PFC CONSTRUCTION FUND 2005	6102100	Interfund Transfers Out	\$0.00	\$4,376,970.00	\$4,376,970.00
51013000	AIRPORT CAPITAL IMPROVEMENTS FUND	6102100	Interfund Transfers Out	\$0.00	\$1,543,455.00	\$1,543,455.00
			TOTALS	\$0.00	\$5,920,425.00	\$5,920,425.00

REVENUE TRANSFERS IN

WBS NO.			WBS NAME	G/L	G/L NAME	CURRENT BUDGET \$	REVISION \$	REVISED BUDGET \$
33-	00208	90-01	PFC BOND 2005 - TRANSFER IN FROM AV-[FINANCE]	6101100	Interfund Transfers In	\$0.00	\$4,376,970.00	\$4,376,970.00
33-	00208	90-02	CIF - TRANSFER IN FROM AV-[FINANCE]	6101100	Interfund Transfers In	\$0.00	\$1,543,455.00	\$1,543,455.00
33-	00208	90-03		6101100	Interfund Transfers In	\$0.00		
33-	00208	90-04		6101100	Interfund Transfers In	\$0.00		
33-	00208	90-05		6101100	Interfund Transfers In	\$0.00		
33-	00208	90-06		6101100	Interfund Transfers In	\$0.00		
33-	00208	90-07		6101100	Interfund Transfers In	\$0.00		
33-	00208	90-08		6101100	Interfund Transfers In	\$0.00		
33-	00208	90-09		6101100	Interfund Transfers In	\$0.00		
33-	00208	90-10		6101100	Interfund Transfers In	\$0.00		
					TOTALS	\$0.00	\$5,920,425.00	\$5,920,425.00

EXPENDITURES

EXPENDITURES						CURRENT BUDGET \$	REVISION \$	REVISED BUDGET \$
WBS NO.			WBS NAME					
33-	00208	XX-XX						
33-	00208	XX-XX						
33-	00208	05-03-01	JERDON - PKG# 3.2	5201140	Construction Costs	\$0.00	\$5,638,500.00	\$5,638,500.00
33-	00208	05-03-02	JERDON CONTINGENCY - PKG# 3.2	5406530	Indirect Costs	\$0.00	\$281,925.00	\$281,925.00
33-	00208	XX-XX						
33-	00208	XX-XX						
33-	00208	XX-XX						
33-	00208	XX-XX						
					TOTALS	\$0.00	\$5,920,425.00	\$5,920,425.00

PREPARED BY (AT AVIATION):

AMENDED BY (AT FINANCE):

DATE:

DATE:

(INSERT AV #)

(INSERT GL & GL NAME IF REQUIRED)