

AN ORDINANCE 2006-04-06-0449

AUTHORIZING THE EXECUTION OF FIELD ALTERATION NO. 2 IN THE AMOUNT OF \$32,775.00 TO THE CONTRACT WITH YANTIS COMPANY FOR THE REMAIN OVER NIGHT APRON PROJECT AT SAN ANTONIO INTERNATIONAL AIRPORT, TO COVER CONSTRUCTION OF NEW AIR OPERATIONS AREA SECURITY FENCING IN SUPPORT OF THE SKY PLACE BOULEVARD REALIGNMENT.

* * * * *

WHEREAS, the City has in its Five Year Capital Program, a project to realign Sky Place Boulevard which provides ingress and egress to the San Antonio International Airport, ("Airport") to facilitate the new intersection and street alignment which within the secured area of the Airport ("Sky Place Project"); and

WHEREAS, construction within the secured area of the Airport requires contractors to provide \$15,000,000.00 of General Liability ("GL") insurance coverage; and

WHEREAS, this GL requirement is reduced by \$2,000,000.00 by relocating the fence, redefining the secured area, and removing the new alignment from the secured area thus broadening the pool of contractors who are able to bid on the construction contract on the Sky Place Project; and

WHEREAS, Ordinance No. 101265 passed and approved August 25, 2005, authorized the execution of a contract with Yantis Company, for construction associated with the Remain Over Night ("RON") Apron Project at the San Antonio International Airport; and

WHEREAS, Yantis Company currently has construction projects inside the secured area and therefore carries the required GL Insurance and can perform this work in advance of the award of the Sky Place Project contract; and

WHEREAS, members of City staff have reviewed the proposal from Yantis Company in the amount of \$32,775.00 and have determined it to be fair and reasonable for the work involved;
NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is authorized to execute Field Alteration No. 2, to the construction contract with Yantis Company for the RON Apron Project at the San Antonio International Airport, in the amount of \$32,775.00. A copy of the Field Alteration is attached hereto and incorporated herein by reference for all purposes as Attachment 1.

SECTION 2. The budget in Fund 51099000, entitled "Airport Capital Projects," Project Definition 33-00114, entitled "Remain Over Night Apron," shall be revised by reducing WBS element 33-00114-05-02-02, entitled "Yantis Contingency," G/L 5406530, in the amount of \$32,775.00.

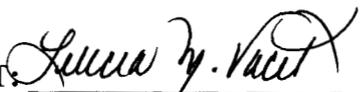
SECTION 3. The budget in Fund 510990000, entitled "Airport Capital Projects," Project Definition 33-00114, entitled "Remain Over Night Apron," shall be revised by increasing WBS element 33-00114-05-02-01, entitled "Yantis Company," G/L 5201140 in the amount of \$32,775.00, for Field Alteration No. 2.

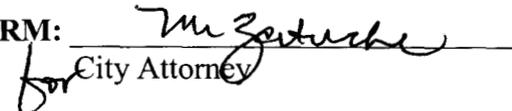
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance shall be effective on and after the tenth day after passage.

PASSED AND APPROVED this 6th day of April, 2006.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

Agenda Voting Results

Name: 10.

Date: 04/06/06

Time: 02:20:29 PM

Vote Type: Multiple selection

Description: An Ordinance authorizing the execution of Field Alteration No. 2 in the amount of \$32,775.00 to the Contract with Yantis Company for the Remain Over Night Apron Project at San Antonio International Airport, to cover construction of new Air Operations Area security fencing in support of the Sky Place Boulevard realignment. [Presented by Mark Webb, Interim Director, Aviation; Roland A. Lozano, Assistant to the City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5	Not present			
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9	Not present			
CHIP HAASS	DISTRICT_10	Not present			
MAYOR PHIL HARDBERGER	MAYOR		x		

Exhibit
A



CITY OF SAN ANTONIO
DEPARTMENT OF AVIATION
WORK PROJECT AUTHORIZATION

REMAIN OVER NIGHT (RON) APRON
AT
SAN ANTONIO INTERNATIONAL AIRPORT

September 14, 2005

TO: Yantis Company
P.O. Box 17045
San Antonio, Texas 78217

I. You are hereby notified that you are to begin work on the project as described herein within seven (7) days from the date of this letter in accordance with Article 2 "Time of Completion", of your contract with the City of San Antonio in the amount of \$7,175,737.00.

II. Please notify Leslie A. Heinen Jr., P.E., Aviation Department of the date on which you plan to commence work.

III. Your attention is called to the fact that the contract period is for THREE HUNDRED AND SIXTY-FIVE (365) CALENDAR DAYS as specified in your contract.

IV. Your contract, properly executed by officials of the City of San Antonio, is attached for your files.

Sincerely,


FAR DIRECTOR OF PUBLIC WORKS

cc: Contract file
City Clerk
Director of Finance
Construction Inspector
Aviation Department
Project Manager
Surety
EDD/SBEDA
Wage & Hour

ORD. # 101265 DATE: August 25, 2005
FUND: 51-099000

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the 8TH day of SEPTEMBER 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
(Includes Base Bid and Additive Alternate No. 1)

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)

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: [Signature]
City Manager

ATTEST:

[Signature]
City Clerk

APPROVED [Signature]
Acting City Attorney

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

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

10TH day of AUGUST A.D. 20 05.

5. The foregoing bond is approved and accepted

this 8TH day of SEPTEMBER
20 05.

[Signature]
City Manager

Yantis Company

By [Signature], PRES.

Travelers Casualty and Surety Company of America
Surety

(SEAL)

By Jamie Harris
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 #10454477

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.

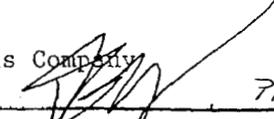
5. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this 10TH day of August A.D. 20 05.

6. The foregoing bond is approved and accepted this 8TH day of SEPTEMBER 20 05.

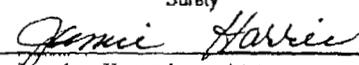


City Manager

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