

AN ORDINANCE 2006-04-06-0450

**ACCEPTING THE LOW QUALIFIED BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH GARCO CONTRACTING COMPANY, INC. (MBE, SBE, DBE, HUE) TO PROVIDE CONSTRUCTION SERVICES FOR THE NEW OPERATIONS AND CUSTOMER SERVICE FACILITY AT STINSON AIRPORT; APPROPRIATING THE TOTAL PROJECT AMOUNT OF \$4,438,500.00 AND AMENDING THE BUDGET.**

\* \* \* \* \*

**WHEREAS**, the City has a project in its Five (5) Year Capital Program to construct a new office, classroom and administration building at the Stinson Municipal Airport (the "Project") to support both administrative needs and the growing needs of tenants for office, classroom and conference room facilities; and

**WHEREAS**, the Project includes the addition of a North Wing and a South Wing, both 2 story with a combined area of 22,500 gross square feet and interior remodeling of 5,754 square feet within the existing terminal to provide connectivity between these wings; and

**WHEREAS**, Ordinance No. 96758 passed and approved November 21, 2002 authorized the execution of a Professional Services Agreement with the firm of Beaty and Partners Architects, Inc. ("Beaty") to provide architectural and engineering services for the Project; and

**WHEREAS**, Beaty has completed the plans and on November 16, 2005, the construction bid for this Project was announced in the Commercial Recorder, The Informer, and La Prensa; and

**WHEREAS**, bids were opened January 11, 2006 with eleven (11) qualified bids received and with the selected alternate, ranged from a low bid of \$4,098,200.00 to a high bid of \$4,935,000.00; and

**WHEREAS**, the bids were evaluated by Beaty and Aviation Department staff and a due diligence background check and reference checks were performed on Garco Contracting Company, Inc. with satisfactory results; and

**WHEREAS**, on January 18, 2006 an administrative hearing was held and based on the information on hand, it was concluded that Garco Contracting Company, Inc. is an experienced and qualified contracting organization with the ability and financial capability to accomplish the work required; and

**WHEREAS**, the bid of Garco Contracting Company, Inc. was determined to be the low qualified bid, and is considered 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 low responsible bid of Garco Contracting Company, Inc. in the total amount of \$4,438,500.00 for the new Operations and Customer Service Facility at the Stinson Municipal Airport is accepted. All other bids received on this project are rejected upon the occurrence of either the execution of a contract by the low qualified bidder and the deposit of all required bonds and insurance certificates, or the expiration of sixty (60) days from the date of this Ordinance.

**SECTION 2.** The City Manager or her designee is authorized to execute a construction contract with in the amount of \$4,438,500.00 with Garco Contracting Company, Inc. A copy of the said contract is attached hereto and incorporated herein by reference for all purposes as Attachment 1.

**SECTION 3.** The amount of \$4,438,500.00 is appropriated in Fund 51016000, entitled "Stinson Airport Improvements & Contingency," WBS AV-00008-01-01-05, GL account 6102100 – Interfund Transfer out, entitled "Transfer to 33-00138-90-01." The amount of \$4,438,500.00 is authorized to be transferred to Fund 51016000.

**SECTION 4.** The budget in Fund 51016000, Project Definition 33-00138, entitled "New Administration Facility at Stinson," shall be revised by increasing WBS element 33-00138-90-01, entitled "Trf Fr AV-00008-01-01-05," GL account 6101100 – Interfund Transfer In, by the amount of \$4,438,500.00.

**SECTION 5.** The amount of \$4,035,000.00 is appropriated in Fund 51016000, Project Definition 33-00138, entitled "New Administration Facility at Stinson," WBS element 33-00138-05-02-01, entitled "Garco Contracting Company, Inc.," G/L Account 5201140 and is authorized to be encumbered and made payable to Garco Contracting Company, Inc. when a purchase order is issued.

**SECTION 6.** The budget in Fund 51016000, Project Definition 33-00138, entitled "New Administration Facility at Stinson," shall be revised by increasing WBS element 33-00138-05-02-02, entitled "Garco Contingency," G/L Acct 5406530, in an amount not to exceed \$403,500.00 and shall be made payable to Garco Contracting Company, Inc. when a purchase order is issued.

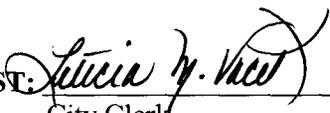
**SECTION 7.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, 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.

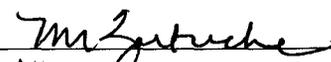
**SECTION 8.** This Ordinance shall be effective on and after the tenth day after passage.

**PASSED AND APPROVED** this 6<sup>th</sup> 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:** 11.

**Date:** 04/06/06

**Time:** 02:24:55 PM

**Vote Type:** Multiple selection

**Description:** An Ordinance accepting the low qualified bid and authorizing the execution of a contract with Garco Contracting Company, Inc. (MBE, SBE, DBE, HUE) to provide construction services for the new Operations and Customer Service Facility at Stinson Municipal Airport; appropriating a total project amount of \$4,438,500.00 and amending the budget. [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		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

Exhibit  
A

THE CITY OF SAN ANTONIO

CALENDAR DAY  
CONTRACT  
(CDC)  
(Standard Form)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Six (2006) by and between Garco Contracting Company, Inc. 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:

**New Administration Facility at Stinson Municipal Airport**

Prepared by Beaty and Partners Architects, Inc., acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in Four Hundred Twenty (420) 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: One Million, Four Hundred Two Thousand, Seven Hundred Seventy and 00/100 Dollars (\$1,402,770.00)

Services: Two Million, Six Hundred Thirty-Two Thousand, Two Hundred Thirty and 00/100 Dollars (\$2,632,230.00)

Total: Four Million, Thirty-Five Thousand and 00/100 Dollars (\$4,035,000.00)

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:

Kathy Garza  
Secretary

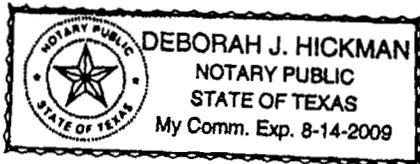
BY:

GARCO CONTRACTING COMPANY, INC.  
Contractor  
Richard Garza  
President  
Title

STATE OF TEXAS )

COUNTY OF BEXAR )

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Richard Garza, on behalf of said GARCO CONTRACTING CO, INC.



Deborah J. Hickman  
NOTARY PUBLIC in and for the State of  
TEXAS

Deborah J. Hickman  
NOTARY'S PRINTED SIGNATURE

08/18/09  
MY COMMISSION EXPIRES:

PERFORMANCE BOND

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

Know all men by these presents:

1. That we Garco Contracting Company, Inc., 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 \$4,035,000.00 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

**Garco Contracting Company, Inc.**

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

**New Administration Facility at Stinson Municipal 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.

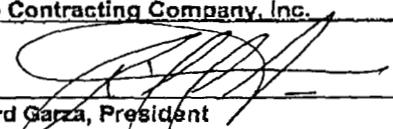
3. NOW THEREFORE, if Contractor, the principal party to this obligation shall faithfully construct and complete said structures, work and improvements, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, 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

24th day of February A.D. 2006.

5. The foregoing bond is approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Garco Contracting Company, Inc.

By   
Richard Garza, President

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

Surety  
(SEAL)

Hartford Fire Insurance Company

By   
Monica Campos; Attorney-In-Fact

5844 Rocky Point Drive, San Antonio, TX 78249  
Address of Surety for Service Purposes

PAYMENT BOND

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

Know all men by these presents:

1. That we Garco Contracting Company, Inc., 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 \$4,035,000.00 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 **Garco Contracting Company, Inc.**

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

**New Administration Facility at Stinson Municipal 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 24th day of February A.D. 2006.

6. The foregoing bond is approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Garco Contracting Company, Inc.

By \_\_\_\_\_  
Richard Garza, President

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

(SEAL)

Hartford Fire Insurance Company

By [Signature] Surety

5844 Rocky Point Drive, San Antonio, TX 78249  
Address of Surety for Service Purposes

# POWER OF ATTORNEY

**THE HARTFORD**  
 HARTFORD PLAZA  
 HARTFORD, CONNECTICUT 06115

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Hartford Fire Insurance Company         | Twin City Fire Insurance Company <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> Hartford Casualty Insurance Company     | Hartford Insurance Company of Illinois <input type="checkbox"/>      |
| <input checked="" type="checkbox"/> Hartford Accident and Indemnity Company | Hartford Insurance Company of the Midwest <input type="checkbox"/>   |
| <input type="checkbox"/> Hartford Underwriters Insurance Company            | Hartford Insurance Company of the Southeast <input type="checkbox"/> |

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Monica Campos  
 of  
 San Antonio, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*John P. Hyland*

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 19<sup>th</sup> day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



*Jean H. Wozniak*  
 Jean H. Wozniak  
 Notary Public  
 My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *February 24, 2006*  
 Signed and sealed at the City of Hartford.



*Colleen Mastroianni*

Colleen Mastroianni, Assistant Vice President



### Inquiries Regarding Claims

Hartford Fire Insurance Company  
Hartford Casualty Insurance Company  
Hartford Accident and Indemnity Company  
Hartford Underwriters Insurance Company

Twin City Insurance Company  
Hartford Insurance Company of Illinois  
Hartford insurance Company of the Midwest  
Hartford Insurance Company of the Southeast

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number : 888-266-3488  
Fax - Claims : 860-757-5835 or 860-547-8265  
E-mail : [claims@1stepsurety.com](mailto:claims@1stepsurety.com)

Mailing Address : The Hartford  
The Hartford Fidelity & Bonding (BOND)  
Hartford Plaza  
690 Asylum Avenue  
Hartford, CT 06115

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 1/26/2006
PRODUCER Insurance and Bonds, Inc. P.O. Box 692130 San Antonio TX 78269-2130	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Garco Contracting Co., Inc. P.O. Box 8201 San Antonio TX 78208	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: Amerisure Mutual Ins Co	
	INSURER B: Amerisure Companies	19488
	INSURER C:	
	INSURER D:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CPP2018429	3/31/2005	3/31/2006	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (2/1 occurrence) \$100000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA2018428	3/31/2005	3/31/2006	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$100000 BODILY INJURY (Per accident) \$100000 PROPERTY DAMAGE (Per accident) \$100000 AUTO ONLY - EA ACCIDENT \$100000 OTHER THAN AUTO ONLY: EA ACC \$100000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
RISK MANAGEMENT HEIDI HEREDIA MAR - 2 2006 <input checked="" type="checkbox"/> APPROVED #10					
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	CU2018431	3/31/2005	3/31/2006	EACH OCCURRENCE \$2000000 AGGREGATE \$2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2018432	3/31/2005	3/31/2006	<input checked="" type="checkbox"/> WORKERS COMPENSATION EL EACH ACCIDENT \$500000 EL DISEASE - EA EMPLOYEE \$500000 EL DISEASE - POLICY LIMIT \$500000
A	OTHER Equipment	IM2018430	3/31/2005	3/31/2006	Leased/Rented \$200,000 Max Item \$50,000 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
RE:  
Certificate Holder is named as Additional Insured on General Liability & Automobile policies where required by written contract. Waiver of Subrogation is provided on General Liability, Automobile & Workers Compensation for certificate holder where required by written contract. Certificate Holder is named as Additional Insured on General Liability & Automobile policies where required by written contract.

<b>CERTIFICATE HOLDER</b>  CITY OF SAN ANTONIO 1901 S. ALAMO SUITE 283 SAN ANTONIO TX 78204	<b>CANCELLATION 30</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE  <i>Just Chiles</i>
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**CITY OF SAN ANTONIO  
AVIATION DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Sheryl Sculley, City Manager

**FROM:** Mark H. Webb, Interim Aviation Director

**SUBJECT:** Operations and Customer Service Facility at Stinson Municipal Airport

**DATE:** April 6, 2006

**SUMMARY AND RECOMMENDATIONS**

This Ordinance accepts the low qualified bid of Garco Contracting Company, Inc. (MBE, SBE, DBE, HUE) in the amount of \$4,035,000.00 to provide construction services for the New Operations and Customer Service Facility at Stinson Municipal Airport; authorizes construction contingencies in an amount not to exceed \$403,500.00, for a total appropriation of \$4,438,500.00; authorizes execution of a contract; appropriates funds; amends the budget and provides for payment.

Staff recommends the approval of this ordinance.

**BACKGROUND INFORMATION**

The City has in the Capital Program, a project to construct a new Operations and Customer Service Facility at Stinson Municipal Airport. This project has been developed in response to the needs of current Stinson tenants and inquires of potential tenants wishing to locate at Stinson and consists of two story additions on each side of the terminal building with a combined area of 27,500 gross square feet. The floor plan provides for car rental areas, flight planning offices, administrative offices, conference rooms, Café and classrooms.

Letters of intent to lease have been received from Palo Alto College (Aviation Division), Enterprise & Hertz Car Rentals, Check-Six Aviation, Patio Café, Texas Air Museum, and Civil Air Patrol which represents 75% of the leaseable floor space. Other potential tenants which have expressed interest this facility include Fixed Base Operators, pilot supply shop, aviation insurance agent, aircraft sales broker, aircraft manufacturing regional sales office and additional flight training company.

In addition, the interior remodeling of 5,754 square feet within the existing terminal will provide connectivity between the North and South wings. A total of 99 new parking spaces will be provided. A map of this project is included as Attachment 1.

On November 16, 2005, the construction bid for this Project was announced in the Commercial Recorder, The Informer, and La Prensa. Bids were opened January 11, 2006 with eleven (11)

qualified bids received as summarized, with the selected alternate. A matrix of the bid tabulation is included as Attachment 2.

The basis of award is to the lowest, qualified bidder based on the aggregate amount of the base bid plus additive alternates. The bids were evaluated by Beaty & Partners Architects, Inc., and Aviation Department staff. A due diligence background check and reference checks were performed on Garco Contracting Company, Inc. with satisfactory results. On January 18, 2006, an Administrative Hearing was held and based on the information on hand, it was concluded that Garco Contracting Company, Inc. is an experienced and qualified contracting organization with the ability and financial capability to accomplish the work required.

Additive Alternate #1, which was an allowance to finish out future leaseable floor space, was not accepted due to budgetary limits. The bid of Garco Contracting Company was determined to be the low qualified bid, and is considered to be fair and reasonable for the work involved. There are no current contracts for Garco Contracting Company, Inc. with the City.

### **POLICY ANALYSIS**

This action continues the policy of improving facilities at Stinson Municipal Airport.

### **FISCAL IMPACT**

This project is funded by the Stinson Airport Improvements and Contingency Fund and is included in the adopted FY06 Capital Budget. This ordinance appropriates a total of \$4,438,500.00 in the Stinson Airport Improvements and Contingency Fund for construction and contingent expenses. The updated construction estimate for this project in December 2005 was \$3,745,000.00 (excluding contingent expenses).

In order to fully fund the project, this ordinance also authorizes a transfer from the Airport Capital Improvement Fund in the amount of \$286,000.00 to the Stinson Airport Improvements and Contingency Fund. This transfer reduces the amount of the FY06 year-end transfer of \$500,000.00 by that amount for a final FY06 year-end transfer of \$214,000.00.

Appropriations for materials testing and relocation costs will be brought forward for Council consideration in subsequent ordinances.

### **COORDINATION**

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

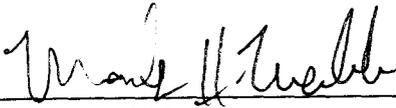
### **SUPPLEMENTARY COMMENTS**

This is a construction contract; therefore a Discretionary Contracts Disclosure form is not required from Garco Contracting Company.

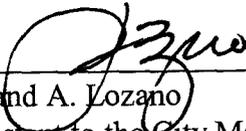
The Economic Department has reviewed and approved the Good Faith Effort Plan submitted by Garco Contracting Company. The Memorandum from the Economic Development Department is included herein as Attachment 3. The contract provides for 420 Calendar Days or approximately fourteen (14) months to complete.

**Attachments**

- 1) Map
- 2) Bid Tabulation
- 3) Memo from Economic Development date January 20, 2006



Mark H. Webb  
Interim Aviation Director



Roland A. Lozano  
Assistant to the City Manager

Approved for Council Consideration:



Sheryl Sculley  
City Manager



**NEW ADMINISTRATION FACILITY AT STINSON MUNICIPAL AIRPORT**

**BID DATE: JANUARY 11, 2006**

	NAME OF BIDDER	BASE BID	ALT. NO. 1	TOTAL
1	Garco Contracting Company, Inc.	\$4,035,000.00	\$63,200.00	\$4,098,200.00
2	David & David	\$4,105,000.00	\$43,600.00	\$4,148,600.00
3	C.A. Landry	\$4,170,000.00	\$44,250.00	\$4,214,250.00
4	M.J. Boyle	\$4,250,000.00	\$50,000.00	\$4,300,000.00
5	Amstar, Inc.	\$4,276,000.00	\$59,000.00	\$4,335,000.00
6	Roth Construction	\$4,304,888.00	\$39,750.00	\$4,344,638.00
7	Struthoff Company	\$4,310,100.00	\$43,870.00	\$4,353,970.00
8	Galaxy Builders	\$4,329,700.00	\$47,000.00	\$4,376,700.00
9	Wallace Boldt	\$4,567,000.00	\$59,500.00	\$4,626,500.00
10	Constructors	\$4,602,000.00	\$56,000.00	\$4,658,000.00
11	D.L. Bandy Constructors	\$4,870,000.00	\$65,000.00	\$4,935,000.00

Consultant: "The 8 lowest bids were within approximately 6% of each other, indicating a high level of competition and accurate pricing among the bidders".