

AN ORDINANCE

2006 - 0 1 - 2 6 - 0 1 2 4

ACCEPTING THE LOW QUALIFIED BID OF YANTIS COMPANY IN THE AMOUNT OF \$6,351,654.00 TO PROVIDE CONSTRUCTION SERVICES FOR THE PROJECT 8-VOLUME 1-AIRSIDE APRON & UTILITIES-PHASE 1 PROJECT AT SAN ANTONIO INTERNATIONAL AIRPORT; AUTHORIZING CONSTRUCTION CONTINGENCIES IN AN AMOUNT NOT TO EXCEED \$635,166.00, FOR A TOTAL APPROPRIATION OF \$6,986,820.00; AUTHORIZING EXECUTION OF A CONTRACT; APPROPRIATING FUNDS; ESTABLISHING THE BUDGET AND PROVIDING FOR PAYMENT.

* * * * *

WHEREAS, the City has in the Five-Year Capital Program construction work associated with the Airside Apron & Utilities at San Antonio International Airport ("the Project") in support of the Terminal Expansion Program; and

WHEREAS, Ordinance No. 96790 passed and approved by City Council on November 21, 2002 selected the firm of 3D/International to provide architectural and engineering services in connection with the New Terminal Expansion Project; and

WHEREAS, this Project is the first of three phases relating to the construction of the Airside Apron and Utilities and will reconstruct the terminal apron to accommodate the Terminal B construction; and

WHEREAS, on August 17, 2005, the construction bid for this Project was advertised and bids were opened on September 28, 2005 with two (2) qualified bids received; and

WHEREAS, the bids ranged from a low bid of \$6,351,654.00 to a high bid of \$7,596,791.00; and

WHEREAS, the bids were evaluated by 3D/I, the Aviation Department's Program Manager, Carter Burgess, and the Aviation Department staff, and the bid of Yantis Company in the amount of \$6,351,654.00 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 City Manager or her designee is authorized to execute a construction contract with Yantis Company in the amount of \$6,351,654.00. A copy of the said contract and associated budget is attached hereto and incorporated herein by reference for all purposes as Attachment 1.

SECTION 2. The amount of \$3,646,366.00 is appropriated in Fund 26058000, entitled "Federal Aviation Administration" Internal Order 133000000037, entitled "50-05 Apron Rehab", General Ledger account 6102100 entitled "Interfund Transfers Out". The amount of \$3,646,366.00 is authorized to be transferred from Fund 26058000, entitled "Federal Aviation Administration" to Fund 51099000 entitled "Airport Capital Projects".

SECTION 3. The budget in Fund 51099000 entitled "Airport Capital Projects" Project Definition 33-00004 entitled "NTE-Project 8-Vol. 1 – Airside Apron and Utilities – Phase 1" shall be revised by increasing WBS Element 33-00004-90-01, entitled " AIP 50-05 - Transfer from IO 133000000037 " in General Ledger account 6101100 entitled "Interfund Transfers In" by the amount of \$3,646,366.00.

SECTION 4. The amount of \$1,670,227.00 is appropriated in Fund 51006001, entitled "PFC Construction Fund 2005", General Ledger account 6102100 entitled "Interfund Transfers Out". The amount of \$1,670,227.00 is authorized to be transferred from Fund 51006001, entitled "PFC Construction Fund 2005" to Fund 51099000 entitled "Airport Capital Projects".

SECTION 5. The budget in Fund 51099000 entitled "Airport Capital Projects" Project Definition 33-00004 entitled "NTE-Project 8-Vol. 1 – Airside Apron and Utilities – Phase 1" shall be revised by increasing WBS Element 33-00004-90-02, entitled " PFC PayGo- Transfer from AV-00012-01-01-02 " in General Ledger account 6101100 entitled "Interfund Transfers In" by the amount of \$1,670,227.00.

SECTION 6. The amount of \$1,670,227.00 is appropriated in Fund 51014000, entitled "PFC Capital Improvement Fund", General Ledger account 6102100 entitled "Interfund Transfers Out". The amount of \$1,670,227.00 is authorized to be transferred from Fund 51014000, entitled "PFC Capital Improvement Fund" to Fund 51099000 entitled "Airport Capital Projects".

SECTION 7. The budget in Fund 51099000 entitled "Airport Capital Projects" Project Definition 33-00004 entitled "NTE-Project 8-Vol. 1 – Airside Apron and Utilities – Phase 1" shall be revised by increasing WBS Element 33-00004-90-03, entitled " PFC 2005 Bond - Transfer from AV-00007-01-01-14" in General Ledger account 6101100 entitled "Interfund Transfers In" by the amount of \$1,670,227.00.

SECTION 8. The amount of \$6,351,654.00 appropriated in Fund 51099000 entitled "Airport Capital Projects", Project Definition 33-00004 entitled "NTE-Project 8-Vol 1- Airside Apron & Utilities- Phase 1", WBS Element 33-0004-05-02-01 entitled "Yantis Company"; General Ledger 5201140 entitled "Construction Costs", and is authorized to be encumbered and made payable to the Yantis Company for construction costs.

SECTION 9. The amount of \$635,166.00 appropriated in Fund "NTE-Project 8-Vol 1- Airside Apron & Utilities- Phase 1" WBS Element 33-0004-05-02-02 entitled "Yantis Contingency"; General Ledger 5406530 entitled "Indirect Costs", and is authorized to be encumbered and made payable for construction contingencies.

SECTION 10. 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 11. This Ordinance shall be effective on and after the tenth (10th) day after passage.

PASSED AND APPROVED this 26th day of January, 2006.


M A Y O R
PHIL HARDBERGER

ATTEST 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

Exhibit 1

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the _____ day of _____ in the year Two Thousand Five (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:

Project 8, Volume 1 – Airside Apron & Utilities, Phase 1
(Includes Additive Alternates 1 & 3)

Prepared by 3D/I, 219 East Houston Street, Suite 350, San Antonio, Texas 78205-1856, 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 Two Hundred Ten (210) 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	All Work in Project 8 Volume 1, Phase 1 Substantially Complete	210 days	NTP	\$1,000.00

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:

Materials: Three Million, One Hundred Sixty Three Thousand, Six Hundred Fifty Four and No/100 Dollars, (\$3,163,654.00)

Services: Three Million, One Hundred Eighty Eight Thousand and No/100 Dollars, (\$3,188,000.00)

Total: Six Million, Three Hundred Fifty One Thousand, Six Hundred Fifty Four and No/100 Dollars, (\$6,351,654.00)

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

City Attorney

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)

Yantis Company
Contractor
BY: [Signature]
Thomas G. Yantis
PRESIDENT
Title

ATTEST:

[Signature]
Secretary

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the _____ day of _____ 20____
by _____ of _____ a
_____ on behalf of said _____

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

NOTARY'S PRINTED SIGNATURE



MY COMMISSION EXPIRES:

Section 00600 A
PERFORMANCE BOND

Bond No. 104567049

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

Know all men by these presents:

1. That we Yantis Company, P. O. Box 17045, San Antonio, Texas 78217
as Principal, and Travelers Casualty & 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 \$ ~~6,351,654.00~~ ^{654,000} 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 Project 8, Volume 1 - Airside Apron & Utilities, Phase 1 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. It is further understood that this obligation is incurred in accordance with Chapter 252, Texas Local Government Code 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

11th day of November AD 20 05

6. The foregoing bond is approved and accepted

this _____ day of _____
20 _____

City Manager

(SEAL)

BY: YANTIS COMPANY
Official Name of Contractor
YANTIS COMPANY (GEN. PARTNER)
By [Signature]
Name and Title of Authorized Official)

Travelers Casualty & Surety Company of America
Surety

By Jamie Harris
Jamie Harris, Attorney-in-fact
217 E. Houston, Ste 100, San Antonio, Texas 78205
Address of Surety for Service Purposes

Section 00600 B
PAYMENT BOND

Bond No. 104567049

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

Know all men by these presents:

1. That we Yantis Company, P. O. Box 17045, San Antonio, Texas 78217

as Principal, and Travelers Casualty & 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 \$ 6,351,654.00 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

Project 8, Volume 1 - Airside Apron & Utilities, Phase 1

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 in accordance with Chapter 252, Texas Local Government Code 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 11th day of November AD 20 05.

6. The foregoing bond is approved and accepted this _____ day of _____, 20 ____.

YANTIS COMPANY
Name of Contractor
By [Signature]
Name and Title of Authorized Official

City Manager

Travelers Casualty & Surety Company of America
Surety

(SEAL)

By [Signature]
Jamie Harris, Attorney-in-fact

217 E. Houston, Ste 100, San Antonio, Texas 78205
Address of Surety for Service Purposes

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Billy Ray Jinks, Donald N. Jordan, Jamie Harris, Richard Wagner, Greg LeJune, Ryan Railsback, of San Antonio, Texas, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 28th day of February, 2005.

STATE OF CONNECTICUT
}SS. Hartford
COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By *George W. Thompson*
George W. Thompson
Senior Vice President

On this 28th day of February, 2005 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 11th day of November, 2005



By *Nicholas Seminara*
Nicholas Seminara
Senior Vice President