

**AN ORDINANCE**

**APPROVING A TOTAL CONSTRUCTION PROJECT COST OF \$3,177,946.93, AND AWARDING A \$3,026,616.12 CONSTRUCTION CONTRACT TO BALLENGER CONSTRUCTION COMPANY FOR PROJECT 8, VOLUME 2 AIRSIDE APRON AND UTILITIES, PHASE 2 AT SAN ANTONIO INTERNATIONAL AIRPORT.**

\* \* \* \* \*

**WHEREAS**, the City, in partnership with the Federal Aviation Administration (FAA), has developed Project 8, Volume 2 Airside Apron and Utilities, Phase 2 to provide fill and pavement to level the airfield west of Terminal 2 for safe and efficient movement of aircraft and support vehicles within the Airport Operations Area at San Antonio International Airport; and

**WHEREAS**, a construction solicitation for this project was advertised in various mediums and bids were opened on July 15, 2009; and

**WHEREAS**, the five bids received were evaluated and the bid of Ballenger Construction Company in the amount of \$3,026,616.12 was determined to be the lowest qualified bid; and

**WHEREAS**, it is now necessary to award a \$3,026,616.12 construction contract to Ballenger Construction Company; authorize a \$151,330.81 project contingency; and appropriate funds; **NOW THEREFORE**,

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

**SECTION 1.** The lowest responsive bid of Ballenger Construction Company, in the amount of \$3,026,616.12 in connection with Project 8, Volume 2 Airside Apron and Utilities, Phase 2 at San Antonio International Airport is hereby accepted. The City Manager or her designee is authorized to execute a construction contract with Ballenger Construction Company in an amount not to exceed \$3,026,616.12. A copy of the contract is set out in **Attachment I**.

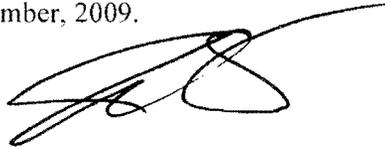
**SECTION 2.** The previously appropriated amount of \$3,026,616.12 in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00004, NTE - Project 8-Airside Apron, is authorized to be encumbered and made payable to Ballenger Construction Company for construction services. The budget shall be revised by increasing/decreasing the SAP WBS Elements as follows:

WBS NO.			WBS NAME	G/L	G/L NAME	CURRENT PLAN VERSION 0 (Optional)	PLAN VERSION 0 REVISION/ Appropriation	REVISED PLAN VERSION 0 (Optional)
33-	00004	05-03-01	Ballenger-Pkg#8.2	5201140	Construction Costs	\$0.00	\$3,026,616.12	\$3,026,616.12
33-	00004	05-02-03-02	Ballenger Contingency - Pkg #8.2	5406530	Indirect Costs	\$0.00	\$151,330.81	\$151,330.81
33-	00004	05-07	Unallocated Expenditures	5406530	Indirect Costs	\$3,869,926.00	-\$3,177,946.93	\$691,979.07
TOTALS						\$3,869,926.00	\$0.00	\$3,869,926.00

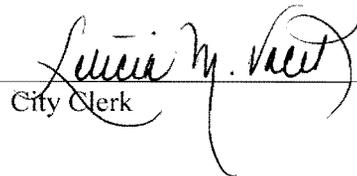
**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, 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.

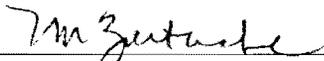
**SECTION 4.** This Ordinance shall become effective immediately after passage upon the receipt of eight affirmative votes, or, in the absence of eight affirmative votes, ten days after passage.

**PASSED AND APPROVED** this 3<sup>rd</sup> day of September, 2009.



**M A Y O R  
JULIAN CASTRO**

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
for City Attorney

<b>Agenda Item:</b>	6						
<b>Date:</b>	09/03/2009						
<b>Time:</b>	10:32:25 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing a construction contract with Ballenger Construction Company to level the airfield at the San Antonio International Airport in the amount of \$3,026,616.12, for a total project amount up to \$3,177,946.93, funded by Passenger Facility Charge funds. [Penny Postoak Ferguson, Assistant City Manager; Frank Miller, Director, Aviation]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

# **ATTACHMENT I**

THE CITY OF SAN ANTONIO

CALENDAR DAY  
CONTRACT  
(CDC)  
(Standard Form)

THIS AGREEMENT made the 3rd day of September in the year 2009 by and between Ballenger Construction 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 2 Airside Apron & Utilities, Phase 2  
at San Antonio International Airport**

prepared by PARSONS, 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 Forty-Five (245) 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:

**MATERIAL : ONE MILLION, THREE HUNDRED EIGHTEEN THOUSAND, SEVEN HUNDRED EIGHTY-ONE AND 00/100 DOLLARS ----- (\$1,318,781.00)**

**SERVICES : ONE MILLION, SEVEN HUNDRED SEVEN THOUSAND, EIGHT HUNDRED THIRTY FIVE AND 12/100 DOLLARS ----- (\$1,707,835.12)**

**TOTAL : THREE MILLION, TWENTY-SIX THOUSAND, SIX HUNDRED SIXTEEN AND 12/100 DOLLARS ----- (\$3,026,616.12)**

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, Heave Highway Decision, Wage & Hour Ordinance, Division B FAA Additional Requirements, Division B Aviation Additional Requirements, Specifications, Addenda, Plans, Completed Bid Proposal Form, Invitation For Bid, Pricing Form, Contractor Qualifications Statement, Standard Instructions to Respondent, Performance Bond, Payment Bond, Field Directives, Field Alterations, Payment and any other forms submitted with the original proposal (unless otherwise disqualified), form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

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)

Ballenger Construction Company  
CONTRACTOR

ATTEST:

BY:

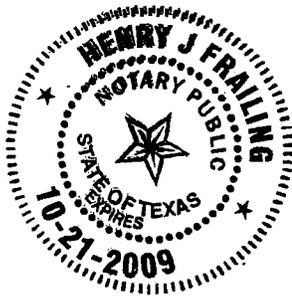
[Signature]  
Secretary

[Signature]  
NAME JOE C. BALLENGER, JR  
PRESIDENT  
TITLE

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 3RD day of SEPTEMBER 2009  
by JOE C. BALLENGER JR, PRESIDENT of BALLENGER CONSTRUCTION Co  
CORPORATION on behalf of said BALLENGER CONSTRUCTION Co.



[Signature]  
NOTARY PUBLIC in and for the State of TEXAS  
HENRY J. FRAILING  
NOTARY'S PRINTED NAME  
MY COMMISSION EXPIRES:  
10-21-09