

AN ORDINANCE 2008-06-05-0470

AUTHORIZING THE ACCEPTANCE OF THE GUARANTEED MAXIMUM PRICE PROPOSAL FOR TERMINAL 1 INBOUND BAGGAGE SYSTEM REPLACEMENT PACKAGE AT SAN ANTONIO INTERNATIONAL AIRPORT IN THE AMOUNT OF \$1,973,024.00; AUTHORIZING THE CORRESPONDING AMENDMENT TO CONSTRUCTION MANAGER AT RISK WITH CLARK CONSTRUCTION GROUP LLC/THOS. BYRNE, A JOINT VENTURE; AND APPROPRIATING \$1,973,024.00 IN THE 2007 AIRPORT CONSTRUCTION FUND.

* * * * *

WHEREAS, in May 2007, the City entered into a Construction Manager at Risk Contract with Clark Construction Group LLC/Thos. Byrne, a Joint Venture, ("Clark/Byrne") with estimated construction costs up to \$200 million based on the 2006 budget as authorized by Ordinance No. 2007-06-21-0697 ("CM @ Risk Contract"); and

WHEREAS, under the terms of the CM @ Risk Contract, construction services are compensated through the acceptance of a Guaranteed Maximum Price ("GMP") Proposals; and

WHEREAS, after soliciting proposals for Terminal B work in accordance with the terms of the CM@Risk Contract, Clark/Byrne has submitted GMP Proposals for the Terminal 1 Inbound Baggage System Replacement Package in the amount of \$1,973,024.00; and

WHEREAS, it is now necessary to accept the GMP Proposals submitted by Clark/Byrne, authorize a GMP Amendment to the CM @ Risk Contract, appropriate funds and authorize payment; **NOW THEREFORE:**

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

SECTION 1. The Guaranteed Maximum Price Proposals submitted by Clark/Byrne for the Terminal 1 Inbound Baggage System Replacement Package in the amount of \$1,973,024.00 is hereby accepted.

SECTION 2. The City Manager or her designee is authorized to execute a GMP Amendment to the CM @ Risk Contract for said Package in a form approved and recommended for execution by the City Attorney.

SECTION 3. The amount of \$1,973,024.00 is appropriated in SAP Fund 51005001, 2007 Airport Revenue Improvements Bonds, SAP WBS AV-00014-01-01-10, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00200-90-03. The amount of \$1,973,024.00 is authorized to be transferred to SAP Fund 51099000.

SECTION 4. The budget in SAP Fund 51099000, SAP Project Definition 33-00200, Terminal 1 In-Bound BHS Replacement, shall be revised by increasing SAP WBS element 33-00200-90-03 entitled Trf Fr AV-00014-01-01-10, SAP GL account 6101100 – Interfund Transfer In, by the amount \$1,973,024.00.

SECTION 5. The amount of \$46,726.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00200, Terminal 1 In-Bound BHS Replacement, SAP WBS Element 33-00200-05-01-02, entitled T1 Inbound BHS - CCIP & Insurance, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

SECTION 6. The amount of \$60,551.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00200, Terminal 1 In-Bound BHS Replacement, SAP WBS Element 33-00200-05-01-03, entitled Owner - Controlled Contingency, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

SECTION 7. The amount of \$69,737.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00200, Terminal 1 In-Bound BHS Replacement, SAP WBS Element 33-00200-05-01-04, entitled CMR Contractor - Controlled Contingency, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

SECTION 8. The amount of \$297,030.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00200, Terminal 1 In-Bound BHS Replacement, SAP WBS Element 33-00200-05-01-01, entitled Terminal 1 Inbound BHS - General Conditions, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

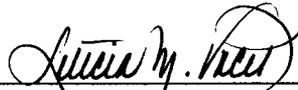
SECTION 9. The amount of \$1,498,980.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00200, Terminal 1 In-Bound BHS Replacement, SAP WBS Element 33-00200-05-03-01, entitled CMR -GMP - Inbound Baggage System Replacement, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

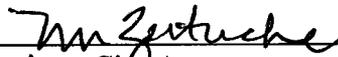
SECTION 10. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, 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 take effect immediately upon passage by eight (8) affirmative votes; otherwise it shall be effective ten (10) days after its passage.

PASSED AND APPROVED this 5th day of June, 2008.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 10

Name:	5, 6, 7, 8, 9, 10, 11, 12, 14, 18, 19, 21, 22A, 22B, 23, 24, 25, 27, 31
Date:	06/05/2008
Time:	10:58:08 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the acceptance of the Guaranteed Maximum Price Proposal for Terminal 1 Inbound Baggage System Replacement Package at San Antonio International Airport in the amount of \$1,973,024.00; authorizing the corresponding amendment to the Construction Manager at Risk Contract with Clark Construction Group LLC/ Thos. Byrne, a Joint Venture; and appropriating \$1,973,024.00 in the 2007 Airport Construction Fund. [Penny Postoak Ferguson, Assistant City Manager; Mark Webb, Director, Aviation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5	x					
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				x
Louis E. Rowe	District 9	x					
John G. Clamp	District 10		x				

Project:
Contractor:

Terminal Expansion Projects at San Antonio International Airport
Clark/Byrne, a Joint Venture

	Expansion Program - Phase 1 PreConstruction Services	Expansion Program - Phase 2 Construction Services Terminal B	Expansion Program - Phase 2 Construction Services Terminal 1
Original Contract - PreConstruction	\$ 3,759,633.00		
Amendment - PreConstruction	\$ 1,390,580.00		
Current Contract Value - Phase 1 PreConstruction Services	\$ 5,150,213.00		
Amendment - GMP - Construction		\$ 31,143,083.00	\$ 1,973,024.00
		\$ 31,143,083.00	\$ 1,973,024.00
Current Contract Value - Phase 2 Construction Services		\$ 33,116,107.00	

RFQ ATTACHMENT B
DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

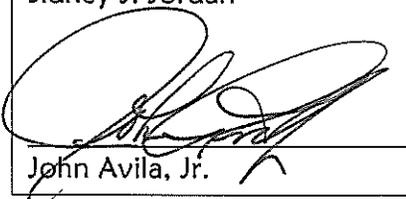
(1) Identify any individual or business entity that is a party to the discretionary contract:			
Clark/Byrne, A Joint Venture Clark Construction Group, LLC Thos. S. Byrne, Ltd.			
(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):			
<input type="checkbox"/> No partner, parent or subsidiary; or			
List partner, parent or subsidiary of each party to the contract and identify the corresponding party:			
CLARK: See attached sheet. BYRNE: See attached sheet.			
(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.			
<input type="checkbox"/> No subcontractor(s); or			
List subcontractors: BSCI, Inc., Jasmine Engineering, Inc. , Grijalva & Allen, PC			
(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.			
<input checked="" type="checkbox"/> No lobbyist or public relations firm employed; or			
List lobbyists or public relations firms:			
(5) Political Contributions List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any <i>current</i> or <i>former member</i> of City Council, any <i>candidate</i> for City Council, or to any <i>political action committee</i> that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):			
<input checked="" type="checkbox"/> No contributions made; If contributions made, list below:			
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
(6) Disclosures in Submittals Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.			

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:


Sidney J. Jordan

 John Avila, Jr.

Title:
 Executive Vice President
Company or D/B/A:
 Clark Construction Group, LLC

Title:
 President and CEO
Company or D/B/A:
 Thos. S. Byrne, Ltd.

Date: 04/25/07

RFQ ATTACHMENT B -Continued
DISCRETIONARY CONTRACTS DISCLOSURE FORM

(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):

CLARK: Clark Construction is a majority-owned subsidiary of Clark Enterprises, Inc.

SUBSIDIARIES

- | | | | |
|---|---|---------------------------------------|--|
| 95 Express, LLC | Clark Contractors - Texas, Inc. | Clark Quincy Park, LLC | Mc3D, Inc. |
| Atkinson Construction, LP | Clark DCC Builders, LLC | Clark Real Estate Advisors, LLC | Mc4West, LLC |
| Atkinson Contractors, Inc. | Clark Design/Build, LLC | Clark Residential, LLC | McCormick West Constructors, LLC |
| Atkinson Contractors, LP | Clark/Design Build of CA, Inc. | Clark Strategic Operations Group, LLC | Nicollet Builders, LLC |
| Atkinson - Nevada, LLC | Clark Development Services, LLC | Clark Surety Services, LLC | One World Ventures, LLC |
| Atkinson Underground, LP | Clark/Duke, LLC | Clark Transportation Solutions, LLC | Public Private Alliances, LLC |
| Capital Concrete Contractors, LLC | Clark/Dulles Station, LLC | Clark/Vermont Avenue, LLC | Route 28 Corridor Improvements, LLC |
| CBZG Design Builders, LLC | Clark Educational Advisors, LLC | DC Arena Associates, Inc. | S2N Technology Group, LLC |
| CDS Management, LLC | Clark Facility Services, LLC | Edgemoor Real Estate Services, LLC | Shirley/Clark Loudoun Infrastructure, LLC |
| Clark 915 E Street, LLC | Clark Foundations, LLC | Grape Enterprises, LLC | Shirley Contracting Company, LLC |
| Clark/Blinderman/Knight, LLC | Clark/Gruen Design/Build, Inc. | Guy F Atkinson Const., LLC | Shirley Design/Build, LLC |
| Clark/Blinderman Camp Porter, LLC | Clark Global Technologies, LLC | Hall of Justice Associates, Inc. | Shirley Pentagon Contractors LLC |
| Clark Civil, LLC | Clark/Hagerman-Schenkel Shultz, LLC | ICC Constructors, LLC | South County Secondary, LLC |
| Clark Concrete Contractors LLC | Clark/M+W Zander, LLC | Innovative Infrastructure, LLC | Spotsylvania County Infrastructure, LLC |
| Clark Construction Group - California, Inc. | Clark/Monroe Street, LLC | LA School Developers, LLC | Tara North, LLC |
| Clark Construction Group - California, LP | Clark Multi-Family Builders - Mid-Atlantic, LLC | Lee Village at Silver Lake, LLC | Terminal Road Newington, LLC |
| Clark Construction Group - Texas, LP | Clark Multi-Family Builders - West, LP | Loudoun Civic and Transit Center, LLC | Texas Contractors, LLC |
| Clark Construction International, LLC | Clark Quincy Court, LLC | Main and First D/B Assoc. Inc. | The Clark Construction Group Charitable Foundation, Inc. |
| | | | Woodbridge Transportation Solutions, LLC |

BYRNE: Thos. S. Byrne is a majority-owned subsidiary of Jonathan Avila Co., Ltd.





GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL

Project: Terminal 1 – Inbound Bag Claim Replacement

Date: May 2, 2008

Clark/Byrne, A Joint Venture (“Construction Manager”) hereby submits to the City of San Antonio Aviation Department (“City”) pursuant to the provisions of Article 2.3.4 of the Construction Management At-Risk Agreement (“Agreement”) by and between City and Construction Manager dated July 16, 2007, a Guaranteed Maximum Price (“GMP”) for the Terminal 1 – Inbound Bag Claim Replacement Project (“Project”) or portion of the Project as described above, as follows:

1. The Guaranteed Maximum Price for the Project is **\$1,973,024.00**. See *Exhibit D* for a detailed breakdown of the GMP.
2. This GMP is submitted in accordance with the terms and conditions as outlined in the Agreement and City’s instructions requiring establishment of the GMP based on confirmed sub bids following the City procurement guidelines and instructions.
3. The GMP Proposal is good for ninety (90) days from the date of submission.
4. The Date of Substantial Completion for this Project is **140 Days** from Notice to Proceed. This date is based on an Alternate Schedule proposed in this GMP per Item 14, which can not be held beyond May 30, 2008, per Item 14.
5. The Drawings and Specifications upon which the GMP is based are set forth in *Exhibit A*. Attached are two (2) complete sets of Drawings, Specifications and Addendum included in the GMP for this Project. These Drawings and Specifications are hereby incorporated into the Contract Documents referenced in the Agreement.
6. The trade specific scopes for which this GMP is based are included as *Exhibit B*, Bid Items A & B.
7. The Subcontractors proposed in this GMP have been approved by the City, see *Exhibit H*, and are as follows:

Trade Specific Scope	Selected Subcontractor
Bid Item A – Baggage Handling	Jervis B. Webb Company
Bid Item B – Building Electrical	Fisk Electric Company

8. The clarifications, assumptions, and exclusions made by Construction Manager, are outlined in *Exhibit C*.
9. Alternates included in the GMP are detailed on *Exhibit D* as follows:
 - a. Bid Item A-B, DEDUCT Alternate #1 – Insurance Premium Deduct for CCIP Program ****Accepted in this GMP**** (see Item 16).
 - b. Bid Item A, ADD Alternate #2 - Spare Parts for new bag claim devices **\$17,684.00**. **** A breakdown of the Spare Parts in included in *Exhibit D*.****

Per the City’s request, an additional amount of **\$9,186.00** is included in the GMP for additional spare parts requested by the City.



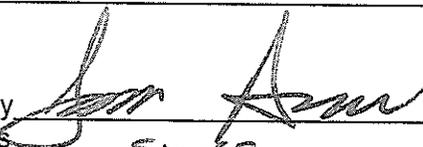
CM at Risk Project for the Terminal Expansion Program
San Antonio International Airport – San Antonio, Texas
GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL
Submitted 05/02/08

- 10. Unit Prices, if any, are included with **Exhibit D**. *Not applicable to this GMP.*
- 11. Cash Allowances included in the GMP: *Not applicable to this GMP*
- 12. Construction Manager's Construction Contingency included in this GMP is **\$69,737.00**. The City's Owner Controlled Contingency included in this GMP is **\$60,551.00**. Any portion of the above listed contingencies not used will be returned to the City including applicable insurances and bonds.
- 13. The Construction Manager submits with this GMP its projected SMWBE participation as prescribed in **Exhibit E** for the Project.
- 14. Time for performance is outlined in **Exhibit F** – Project Schedule. This Schedule is an Alternate Schedule which has been proposed to and accepted by the City to complete the Work no later than November 20, 2008, plus 1 month for closeout. The Alternate Schedule is based on receipt of Notice to Proceed no later than May 30, 2008.
- 15. The Wage Scale used for this Guaranteed Maximum Price is outlined in Contract Document Section 00600 – Wage Scale and included as **Exhibit G**.
- 16. With this GMP, the Construction Manager will implement a Contractor Controlled Insurance Program (CCIP) for the entire CM@Risk Project for the Airport Expansion Program at the San Antonio International Airport. With the City's acceptance of this GMP, the Owner approves the Construction Manager's implementation of the CCIP. The Construction Manager's CCIP will meet all insurance requirements set forth in the Agreement.
- 17. In accordance with the Agreement, as part of this GMP, Construction Manager and City agree that the Construction Manager's General Condition Costs for the Project is a lump sum cost of **\$365,568.00**, inclusive of Insurances and Bonds. The Construction Manager's General Condition Costs are included for the duration as shown in the Project Schedule.
- 18. In accordance with the Agreement, as part of this GMP, Construction Manager and City agree that the Construction Manager's Fee, is established by the Reconciled Estimate per the Agreement, and is a fixed amount of **\$73,247.00** for this Project.
- 19. Except as set forth in this GMP Proposal, all other provisions in the Agreement remain unchanged.

CITY OF SAN ANTONIO
AVIATION DEPARTMENT:

CONSTRUCTION MANAGER:

By _____
Its _____

By 
Its SI-VF

Date of Signing: _____

Date of Signing: 5/07/08



EXHIBIT E

The Construction Manager submits with this GMP its projected SBEDA Participation as described below.

Project / Package: Terminal 1 / Inbound Bag Claim

GMP Amount \$ 1,973,024.00

Subcontractor Name	SBEDA Proposed Utilization Contract Amount	Total % of GMP	SBE % of GMP	MBE % of GMP	WBE % of GMP	AABE % of GMP	Local % of GMP			
Joint Venture										
Thos. S. Byrne	\$ 493,256	25.00%	-	√ 25.00%	-	-	√ 25.00%			
Clark/Byrne General Conditions										
Thos. S. Byrne, Ltd.	\$ 109,704	5.56%	-	√ 5.56%	-	-	√ 5.56%			
Subcontractors (Prime Subcontact)										
Global Conveying Systems (Jervis)	\$ 244,990	12.42%	√ 12.42%	√ 12.42%	√ 12.42%	√ 12.42%	-			
Buckeye Electric (Jervis)	\$ 233,319	11.83%	√ 11.83%	-	√ 11.83%	-	-			
TOTAL	\$ 1,081,269	\$ 1,081,269	24.24%	\$478,309	\$847,950	\$ 478,309	12.42%	\$244,990	30.56%	\$602,960

* The total local business impact (including non-SBEDA related Contractors) for the Terminal 1 - Inbound Bag Claim Replacement System equals 30.56% or \$602,960.00.

* Certified Contractors may have multiple Certifications, therefore the individual certification amounts are not cumulative.