

AN ORDINANCE 2017-02-02-0060

AUTHORIZING AN AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH TURNER CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$7,210,902.00 TO A REVISED CONTRACT TOTAL IN THE NOT TO EXCEED AMOUNT OF \$17,717,902.00 INCLUDING ESTABLISHING A GUARANTEED MAXIMUM PRICE IN THE AMOUNT OF \$16,651,402.00 FOR THE RENOVATION AND EXPANSION OF THE COMMERCIAL FEDERAL INSPECTION STATION FACILITY AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, in April 2015 the City and Turner Construction Company (“Turner”) entered into a Construction Manager at Risk (“CM@Risk”) contract in the amount not to exceed \$10,500,000.00.00 for the Renovation and Expansion of the Commercial Federal Inspection Station Facility at San Antonio International Airport; and

WHEREAS, a previous administrative change order increased the not to exceed amount by \$7,000.00; and

WHEREAS, a Guaranteed Maximum Price (“GMP”) of \$16,651,402.00 has been established; and

WHEREAS, it is now necessary to amend the CM@Risk contract to establish the GMP in the amount not to exceed of \$16,651,402.00 and to increase the amount of the contract to the not to exceed amount of \$17,717,902.00, which amount includes \$1,066,500.00 for project contingency and pre-construction services; **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 an amendment to the Construction Manager at Risk contract with Turner Construction Company, a copy of which is set out in **Exhibit 1**, establishing the Guaranteed Maximum Price for construction in the amount not to exceed \$16,651,402.00 and revising the Construction Manager at Risk contract amount to the not to exceed amount of \$17,717,902.00.

SECTION 2. Payment in the amount of \$7,210,902.00 in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00096, Terminal A Renovations and Refurbishment, is authorized to be encumbered and made payable to Turner Construction Company, for project contingency and pre-construction services and establishes the Guaranteed Maximum Price (GMP).

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

KRH
2/02/17
Item No. 11B

City Manager or the City Manager's designee, correct allocations 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 be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 2nd day of February, 2017.


M A Y O R
Ivy R. Taylor

ATTEST:


Deticia M. Vacek, City Clerk

APPROVED AS TO FORM:


City Attorney

| | | | | | | | |
|---------------------|---|--------------------|------------|------------|----------------|---------------|---------------|
| Agenda Item: | 11B (in consent vote: 6, 7, 8, 9, 10, 11A, 11B, 12, 13, 14, 15, 16, 17A, 17B) | | | | | | |
| Date: | 02/02/2017 | | | | | | |
| Time: | 01:59:28 PM | | | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | An Ordinance amending the Construction Manager at Risk Contract with Turner Construction Company revising the contract value from \$10,507,000.00 to a not to exceed amount of \$17,717,902.00 of which \$16,651,402.00 establishes the Guaranteed Maximum Price and includes \$1,066,500.00 for project contingency and construction services. | | | | | | |
| Result: | Passed | | | | | | |
| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
| Ivy R. Taylor | Mayor | | x | | | | |
| Roberto C. Treviño | District 1 | | x | | | | |
| Alan Warrick | District 2 | | x | | | x | |
| Rebecca Viagran | District 3 | | x | | | | |
| Rey Saldaña | District 4 | | x | | | | |
| Shirley Gonzales | District 5 | | x | | | | |
| Ray Lopez | District 6 | | x | | | | |
| Cris Medina | District 7 | | x | | | | |
| Ron Nirenberg | District 8 | | x | | | | |
| Joe Krier | District 9 | | x | | | | |
| Michael Gallagher | District 10 | | x | | | | x |

EXHIBIT 1

AMENDMENT 1
TO THE

 ORIGINAL

CONSTRUCTION MANAGER AT RISK CONTRACT FOR THE
RENOVATION AND EXPANSION OF THE COMMERCIAL FEDERAL
INSPECTION STATION FACILITY AT SAN ANTONIO INTERNATIONAL
AIRPORT PROJECT

(PROJECT NUMBER: 33-00096)

This Amendment (herein called the "Amendment") to the Construction Manager at Risk Contract for the Renovation and Expansion of the Commercial Federal Inspection Station Facility at San Antonio International Airport is entered into by and between the City of San Antonio (herein called the "City"), a Texas municipal corporation, acting by and through its City Manager and Turner Construction Company (herein called "CM@Risk" or "Construction Manager"), acting by and through its duly authorized corporate representative, as set out below. **WITNESSETH:**

WHEREAS, in April 2015 the City and CM@Risk entered into the Construction Manager at Risk Contract for the Renovation and Expansion of the Commercial Federal Inspection Station Facility at San Antonio International Airport (herein called the "Agreement") pursuant to Ordinance No. 2015-04-30-0342; and

WHEREAS, a Guaranteed Maximum Price ("GMP") of \$16,651,402.00 has been established and is hereby adopted and incorporated into the Agreement; and

WHEREAS, the Construction Cost Limitation ("CCL") is hereby revised to \$17,651,402.00 and the total adjusted contract amount is hereby revised to \$17,717,902.00;

NOW THEREFORE, in consideration of the terms, covenants, agreements and demises herein contained each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Agreement, as previously amended, entered into by and between the City and the CM@Risk is amended as follows:

1. **GMP and Contract Summary.** The CM@Risk's FIS/GMP and Contract Summary dated 12.19.16 and associated documents, Attachment A hereto, establishing a total GMP of \$16,651,402.00 and establishing amounts outside of the GMP totaling \$1,066,500.00 for owner contingency and preconstruction services, are hereby accepted and incorporated into the Agreement as Exhibit N.
2. **Article 2.2 of the Agreement.** The Construction Cost Limitation ("CCL") in Article 2.2 of the Agreement is hereby increased to the amount of \$17,651,402.00.

Except as amended hereby, all other provisions of the Agreement are hereby retained in their entirety and remain unchanged.

Signature page to follow

Attachment A

SAIA FIS- Renovation & Expansion GMP and Contract Summary 12.19.16
SAIA FIS- Renovation & Expansion GMP Assumptions and Clarifications 1.11.2017
SAIA FIS- Renovation & Expansion General Summary

**SAIA FIS- Renovation & Expansion GMP and Contract Summary
12.19.16**

| Exhibit E - FIS / GMP and Contract Summary dated 12.19.16 | | |
|---|--|--------------------------------|
| A | Cost of Construction Work | \$13,958,082 Incl Alts 1,2,5,6 |
| B | Allowance 90%-100% Documents | 50 Removed / by Owner |
| C | Approved Fixed Rate Fee | \$459,221 3.29% |
| D.1 | Construction Allowance | 50 Removed / by Owner |
| D.2 | Previous General Conditions Allowances | 50 Removed / by Owner |
| E | Approved Fixed Price General Conditions | \$1,534,881 Incl Alts 1,2,5,6 |
| F | Approved Fixed Rate SDI 1.40% - Not to Exceed | \$195,413 1.40%*(A+B) |
| G | Approved Fixed Rate Insurances and Bond | |
| | CCIP 1.95% of Total GMP - Not to Exceed | \$314,878 1.95% * (A thru F) |
| | Builders Risk 0.22% of Total GMP - Not to Exceed | \$35,525 0.22% * (A thru F) |
| | P+P Bond 0.95% of Total GMP - Not to Exceed | \$153,402 0.95% * (A thru F) |
| H | Total GMP | \$16,657,402 |

| | | |
|-----|---|--|
| J.1 | Public Art in San Antonio | 50 Removed / by Owner |
| J.2 | Owner Contingency | \$1,000,000 (excludes all barriers/tee |
| K | Subtotal for above items do not include costs of C, E, F or G | \$1,000,000 |
| L | Preconstruction Services | \$66,500 |
| M | Subtotal to be included in Contract but excluded from GMP | \$1,066,500 |
| N | Total adjusted Construction Cost Limitation (CCL) | \$17,651,402 |
| O | Total Adjusted Contract Value | \$17,717,902 |

Formulas

Line C, Approved Fixed Rate Fee, is a fixed amount and will be reduced only in accordance with the Formula below:

If Allowance (D.1 or D.2) is added to Cost of Construction (A) then (C) and (F) will be readjusted based on 3.29% and 1.4% respective multipliers.

$$C = 3.29\% \times (A+B)$$

$$F = 1.40\% \times (A+B)$$

$$H = A+B+C+D+E+F+G$$

If any part of (K) is moved into (A), (B) or (D) then those will be readjusted based on the respective multipliers and formulas above by Change Order

If any part of (L) is moved into (A), (B) or (D) then (C) will be readjusted based on the 3.29% respective multiplier and formula above by Change Order

M-K: It is excluded from Fees associated with (C), (F) and (G), no mark ups or coverages per these items are included

N=H+K

O=H+K+L

General Clarification - The approved Fixed Rate Insurances and Bond will be billed at the Fixed Rates without requirement for supporting documentation.

General Conditions Clarification - Line E General Conditions is a Fixed amount and not subject to adjustment unless scope or pricing is reduced by the City for whatever reason and Turner cannot or does not perform the full scope of the Construction Work, the City shall not be bound to pay Turner the full agreed upon Fixed Price

General Clarification - There is mutual agreement that items F and G will be paid along with an additional \$600,000 mobilization payment, on the first pay application after the issuance of the NTP.

General Clarification - The GMP and Contract Summary are to become a part of the Agreement.

General Clarification - Item D.2 was previously included in General Conditions as an Allowance for Security Program Officer and Work Requirements, Temporary Amenities and Site Cleanliness/Housekeeping.

SAIA FIS- Renovation & Expansion GMP Assumptions and Clarifications
1.11.2017

Turner



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SAIA FIS – Renovation & Expansion
GMP GMP No. SA15009

January 11, 2017

Assumptions and Clarifications

General Assumptions

1. This GMP is based on Construction Document plans dated September 16, 2016 as prepared by CNG Engineering, Addendum #1 dated October 22, 2016 and Addendum #2 dated November 1, 2016, and including these Assumptions and Clarifications presented by Turner Construction.
2. The Owner will provide all material testing and inspections during the course of the project.
3. Global entry kiosks are OFCI (Owner Furnished Contractor Installed).
4. The Owner will be responsible for all environmental or hazardous material abatement.
5. Plumbing repairs for spaces above CBP not resulting from Turner's work are not included. Any required repairs outside of this contract scope of work will be covered by project Change Order to Turner Construction.
6. Turner excludes any weather-tight and leak proof warranties for systems or operations not modified or installed by us.
7. Turner agrees not to release project information to third parties unless it is required to comply with the Agreement.
8. All Warranty durations are tied to phase completion and are to start at the substantial completion date of each phase.
9. Turner excludes all responsibilities and cost for permits required for the project, with the exception of the Storm Water Pollution Prevention Plan fees, these will be included in the GMP.
10. Owner is expected to provide parking for tradesmen and Turner on airport property at no cost to Turner or any trades working on the project. Turner is requiring all subcontractors to make arrangements for pick up at the airport designated parking lot (red or Aqua) and drop-off of their respective craftsmen / laborers etc. at the project site
11. Turner's project staff will office at the TCI Trailer complex at the airport and will provide some parking for Turner management staff adjacent to the office site. Turner assumes no monthly office rental or utility costs are included in the GMP – Turner will make modifications to the existing facility for their use. These modifications are assumed to include restroom, and some partition rearrangement, separation of office areas and data or electrical lines within the existing facility at Turner's cost to support their operations in the building. Turner assumes sufficient utility connections to support their operations already exist in the building and no extension of utilities to the building are required.
12. Lump Sum GC's have been adjusted to the new agreed to value of \$1,534,881 as presented in GenSum dated 12-19-16 based on a total GMP of approximately \$16,651,402 (including Alternates 1,2,5 and 6) and a maximum of 24 months of construction activity.
13. All utility consumption fees or charges related to construction activities is assumed to be provided by the airport and is not included in this GMP.
14. The Cost loaded schedule reports will serve as the schedule of values for the Monthly Pay Application process with the owner.



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January 11, 2017

Site Work and Utilities

1. This GMP assumes no rock excavation.
2. The GMP does not include Water and Wastewater Impact Fees and Meter Fees. No other development fees are included.
3. This GMP does not include any provisions for Lime Stabilization or Moisture Conditioning.
4. Use of white cement or aggregate is not included.
5. No asphalt paving is included.
6. Turner has not included any modifications to existing utilities as none have been shown or identified by any drawings. We have not included modifications or relocations to utilities not indicated on the provided as-built drawings.
7. This GMP includes the use of a 6" layer TXDOT 247A Flex Base as a fine graded layer placed over a 95% compacted subgrade layer only under the apron pavement work as shown in plans. Typical pavement design calls for demolition and new work to align at existing joints but these plans do not reflect this scope that way.
8. This GMP includes NO subgrade prep under mud slab for crawl space.
9. This GMP includes NO work extending beyond the indicated limits of construction has been incorporated.
10. Turner excludes removal of all effluent not suitable for discharge to the existing storm drain system.
11. Owner will provide Ground Penetrating Radar after removal of concrete and once after removal of asphalt.
12. Turner has included striping as shown for three parking spaces and tigger lane. Existing striping damaged or removed by Turner will be replaced.
13. Turner has included excavation and backfill as shown on the plans and required per Option 1 of the geotechnical report.

Landscaping and Site Lighting

1. This GMP includes NO landscaping.
2. GMP includes temporary apron lighting at same height and foot candle as existing lighting to meet TSA and FAA requirements while existing exterior lighting is being replaced.

Excavations and Foundations

1. Turner has included \$120,000 for dewatering systems. All discharge will be handled by TCI & the Department of Aviation.
2. Turner has included all piers as fully cased.
3. This GMP assumes the use of a 1-to-1 lay back around the perimeter of the temp tarmac access passage which will require an offset of ~4' from the finished edge. This will result in a 4' reduction to



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the suspended slab in the adjacent spaces completed in Phase A4. The gap will be closed with the completion of Phase B2.

Demolition

1. Contractor will reference plans for salvaged equipment. TCI/CBP will determine and remove minor salvageable items such as primary baggage conveyor parts, secondary baggage conveyors, access card readers, cameras, CBP IT equipment. All other demolished material will be removed from the property.
2. We exclude all abatement of hazardous material.

Structure

1. The concrete apron as shown in the civil drawings will be 14" thick upon approval and acceptance of additive pricing to be finalized (ROM Submitted by Jim Garcia).
2. This GMP includes housekeeping concrete pads as indicated in the drawings and specifications.
3. This GMP includes concrete washout and waste tracker for concrete spoils.
4. This GMP includes dowels and Mechanical Couplers where the structural leave out is made for the phasing of the work.
5. Turner has not included any special inspections for the Structural Steel. All inspections are assumed to be paid for by the Owner, unless a re-inspection is needed.

Exterior Wall

1. This GMP includes removal of exterior metal panels. Abatement is being contracted directly by the City of San Antonio by others.
2. This GMP includes all new ACM metal panels, and includes re-installation of the salvaged system after it has been removed.

Interior Partitions and Finishes

1. Existing surfaces outside of the new FIS footprint not indicated to be repainted are excluded. All interior existing surfaces inside the FIS footprint are to be painted.
2. Temporary walls are included to have plywood on the public side of walls. B1 & B2 walls will be two sided.
3. Eggcrate is included as standard Silver material, as no details or specs were shown.
4. Turner has included 21" raised flooring with anti-static VCT at the Command Center only.
5. Turner has excluded any new portable stanchions and assume all existing stanchions are to be reused.
6. Exit podium is not part of this scope.
7. Temporary millwork, at Phase B1 – Temporary Ag Lab, is assumed to use the same material as room F152 – Ag Lab (stainless steel cabinets and countertops).



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January 11, 2017

Specialties

1. Sheet A602, elevations 13 and 16 show towel dispensers with notes to be hand dryers. These are priced as towel dispensers, as clarified via RFI.
2. Toilet accessory TA-24 Soap Dispenser is priced as Bradley equivalent of specified Kutol soap dispenser.
3. Toilet accessory TA-16 Continuous Mirror is not included in pricing. Individual wall mirrors priced instead per sheet A602, elevations 1, 4, 7, 8, 13, 16, 20, and sheet A603, elevations 3 and 8.
4. This GMP includes PDI (AKA Argyle Precision) as the detention equipment manufacturer for the modesty panels, benches and other miscellaneous detention equipment accessory items. Specification section 102800 does not list approved manufacturers.

Vertical Transportation

1. Refurbishment of existing elevator cab has been priced using existing owner-furnished materials located in Hangar 4.

Fire Protection

1. Turner assumes the existing fire pump, jockey pump and controller are in good working order and do not require modifications or upgrades.
2. Turner assumes the existing fire pump system has sufficient capacity for the added or modified areas.
3. Turner has included a pre-action system fire protection system for all IDF & MDF rooms. We assume no other special fire protection systems (Gas Suppression, Pre-action) will be required.
4. This GMP assumes that the project is not designed to Factory Mutual (FM) Standards and is priced based upon Design Documents.
5. Turner will relocate existing fire hoses as indicated on the drawings per addendum #2.

Plumbing

1. Turner assumes the existing sewage or storm ejector systems will not require repair, modifications, or replacement.
2. This GMP does not include any rodding or camera work for the existing sanitary sewer pipe or storm pipe.
3. This GMP does not include any repairs or replacement to the existing sanitary sewer pipe or storm pipe unless shown on the contract documents.

HVAC

1. This GMP has included the TAB (Testing, Adjusting and Balancing) Scope of Work, but we are excluding all costs associated with a third party commissioning agent. Commissioning support has been included with the mechanical scope of work.
2. Turner assumes the TAB scope of work will be inclusive of the renovated or expanded areas. We assume TAB work outside the limits of construction will not be required.



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SAIA FIS – Renovation & Expansion
GMP GMP No. SA15009

January 11, 2017

3. Turner assumes all existing valves are functional and will not require modifications or replacement. We assume these valves can be used to isolate the areas that will require piping modifications.
4. Turner assumes the chilled water to be tapped for use in new or renovated areas has the capacity and capability to provide the flow and temperature of water necessary to heat and cool the new or renovated areas.
5. This proposal does not include any ductwork cleaning or vacuuming for existing ductwork.
6. This GMP does not include any repairs to existing AHU's per M000 note #24.
7. This GMP includes filter changes and wiping down AHU's only within the limits of construction.

Integrated Systems

1. Turner assumes the existing building management system has the capacity and capability to control any new or refurbished HVAC equipment without modifications other than the addition of control devices and minor programming. We assume the existing control computers, monitors and associated main control equipment does not require physical modifications or replacement.
2. No considerations is given for updating existing malfunctions or errors in BMS.
3. This GMP does not include any lighting interface or controls for lighting.

Electrical

1. This GMP does not include any warranty, modifications, or maintenance of the existing electrical systems outside of this scope of work.
2. This GMP does not include fuel for testing of the owner furnished emergency generator.
3. This GMP assumes the existing panels or switchboards indicated to provide power to the renovated areas have the capacity to support the new installations.
4. This GMP includes a JCI fire alarm system expansion.
5. This GMP includes scheduled night shutdowns for work in the existing distribution system.
6. This GMP includes 2 months of temporary generator power to serve the new emergency system in the event the owner furnished generator is not operational at the required phasing period.
7. This GMP does not include any provisions for latent issues with existing fire alarm systems.

Security Systems

1. This GMP does not include any warranty, modifications, or maintenance of the existing security systems outside of this scope of work.
2. This GMP does not include workstations. Included are two client software licenses installed on 2 owner-furnished workstations.
3. This GMP does not include programming employee access data into the control system.

Communications

1. This GMP does not include any warranty, modifications, or maintenance of the existing communications systems outside of this scope of work.



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SAIA FIS -- Renovation & Expansion
GMP

GMP No. SA15009

January 11, 2017

2. This GMP includes a maximum distance of 300' for the distance of the two TACCOM antennas to their new locations due to maximum allowable signal losses of the Hellax FSJR-50B cabling beyond this distance.
3. Turner will provide (1) TACCOM antenna mount as indicated in the drawings.
4. This GMP does not include any engineering related to the relocation of TACCOM antennas.
5. This GMP does not include WAP's. Dual Cat 6 cabling to twenty WAP locations is included.
6. This GMP does not include any temporary IT closets. Permanent build outs of F114, F130, and F131 will occur during Phase A and will handle all IT needs throughout remaining phases.
7. This GMP does not include UPS's, network switches, network equipment, or network electronics.
8. This GMP includes one 72" fiber patch cord per fiber strand plus 25% spare, and one 72" copper patch cord per horizontal cable plus 25%.
9. This GMP does not include MUFIDS/FIDS/Baggage/CBP monitors, systems, or supports (TN602). Cabling and terminations are provided as shown. MUFIDS system to be by Infax under separate contract.
10. This GMP includes Director Conference room AV connection from floor mounted outlet under conference table to wall mounted monitor and Break room AV connection from presenter workstation to projector.

Kiosks

1. This GMP includes furnishing and installing 6 APC kiosks with 1 year of support and maintenance.
2. This GMP includes relocating Global entry kiosks but excludes furnishing and installing new Global Entry Kiosks and their associated support and maintenance.

SAIA FIS- Renovation & Expansion General Summary

