

AN ORDINANCE **2008-06-05-0468**

**AUTHORIZING THE ACCEPTANCE OF THE GUARANTEED MAXIMUM PRICE PROPOSAL FOR TERMINAL B SITE/PIERS, STRUCTURAL CONCRETE AND ELEVATORS AND ESCALATORS PACKAGES AT SAN ANTONIO INTERNATIONAL AIRPORT IN THE AMOUNT OF \$31,143,083.00; AUTHORIZING THE CORRESPONDING AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK CONTRACT WITH CLARK CONSTRUCTION GROUP LLC/THOS. BYRNE, A JOINT VENTURE; APPROPRIATING \$20,990,437.94 IN THE 2007 PFC CONSTRUCTION FUND AND \$10,152,645.06 IN THE 2007 AIRPORT CONSTRUCTION FUND; AND ESTABLISHING A CONSTRUCTION BUDGET.**

\* \* \* \* \*

**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 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 B Site/Pier Package in the amount of \$11,017,475.00; Structure Concrete Package in the amount of \$17,389,705.00; and Elevators and Escalators Package in the amount of \$2,735,903.00; and

**WHEREAS**, it is now necessary to accept the GMP Proposals submitted by Clark/Byrne, authorize GMP Amendments 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 following Guaranteed Maximum Price Proposals submitted by Clark/Byrne for work associated with Terminal B of San Antonio International Airport are hereby accepted: \$11,017,475.00 for the Site/Pier Package; \$17,389,705.00 for the Structure Concrete Package; \$2,735,903.00 for the Elevators and Escalators Package.

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

**SECTION 3.** The amount of \$20,990,437.94 is appropriated in SAP Fund 51006002, PFC Construction Fund 2007, SAP WBS AV-00015-01-01-05, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00151-90-06. The amount of \$20,990,437.94 is authorized to be transferred to SAP Fund 51099000.

**SECTION 4.** The budget in SAP Fund 51099000, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, shall be revised by increasing SAP WBS element 33-00151-90-06 entitled Trf Fr AV-00015-01-01-05, SAP GL account 6101100 – Interfund Transfer In, by the amount \$20,990,437.94.

**SECTION 5.** The amount of \$10,152,645.06 is appropriated in SAP Fund 51005001, 2007 Airport Construction Fund, SAP WBS AV-00014-01-01-05, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00151-90-07. The amount of \$10,152,645.06 is authorized to be transferred to SAP Fund 51099000.

**SECTION 6.** The budget in SAP Fund 51099000, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, shall be revised by increasing SAP WBS element 33-00151-90-07 entitled Trf Fr AV-00014-01-01-05, SAP GL account 6101100 – Interfund Transfer In, by the amount \$10,152,645.06.

**SECTION 7.** The amount of \$783,400.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, SAP WBS Element 33-00151-05-01-02, entitled Terminal B CCIP & Insurance, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

**SECTION 8.** The amount of \$1,482,129.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, SAP WBS Element 33-00151-05-01-03, entitled Owner - Controlled Contingency, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

**SECTION 9.** The amount of \$947,805.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, SAP WBS Element 33-00151-05-01-04, entitled CMR Contractor - Controlled Contingency, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

**SECTION 10.** The amount of \$5,220,806.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, SAP WBS Element 33-00151-05-02-01, entitled Site/Piers - Pkg. #4.1.1, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

**SECTION 11.** The amount of \$12,650,266.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, SAP WBS Element 33-00151-05-02-02, entitled Concrete/Under Ground MEP - Pkg. #4.1.2, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

**SECTION 12.** The amount of \$2,436,370.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, SAP WBS Element 33-00151-05-02-04, entitled Elevators/Escalators - Pkg. #4.1.4, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

**SECTION 13.** The amount of \$350,000.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, SAP WBS Element 33-00151-05-01-05, entitled Owners Allowances, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

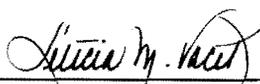
**SECTION 14.** The amount of \$7,272,307.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, SAP WBS Element 33-00151-05-01-01, entitled Terminal B General Conditions, SAP GL Account 5201140, and is authorized for payment to be encumbered with a purchase order.

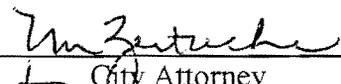
**SECTION 15.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, 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 16.** 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 5<sup>th</sup> 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**



## Agenda Voting Results - 8

<b>Name:</b>	5, 6, 7, 8, 9, 10, 11, 12, 14, 18, 19, 21, 22A, 22B, 23, 24, 25, 27, 31
<b>Date:</b>	06/05/2008
<b>Time:</b>	10:58:08 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance authorizing the acceptance of the Guaranteed Maximum Price Proposal for Terminal B Site/Piers, Structural Concrete and Elevators and Escalators Packages at San Antonio International Airport in the amount of \$31,143,083.00; authorizing the corresponding amendment to the Construction Manager at Risk Contract with Clark Construction Group LLC/ Thos. Byrne, a Joint Venture; appropriating \$20,990,437.94 in the 2007 PFC Construction fund and \$10,152,645.06 in the 2007 Airport Construction Fund; and establishing a construction budget. [Penny Postoak Ferguson, Assistant City Manager; Mark Webb, Director, Aviation]
<b>Result:</b>	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				

**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 <b>party</b> 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 <b>partner, parent</b> or <b>subsidiary</b> business entity, of any individual or business entity identified above in Box (1):			
<input type="checkbox"/> <b>No partner, parent or subsidiary; or</b>			
<b>List partner, parent or subsidiary of each party to the contract and identify the corresponding party:</b>			
<b>CLARK:</b> See attached sheet. <b>BYRNE:</b> See attached sheet.			
(3) Identify any individual or business entity that would be a <b>subcontractor</b> on the discretionary contract.			
<input type="checkbox"/> <b>No subcontractor(s); or</b>			
<b>List subcontractors:</b> BSCI, Inc., Jasmine Engineering, Inc. , Grijalva & Allen, PC			
(4) Identify any <b>lobbyist</b> or <b>public relations firm</b> employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.			
<input checked="" type="checkbox"/> <b>No lobbyist or public relations firm employed; or</b>			
<b>List lobbyists or public relations firms:</b>			
<b>(5) Political Contributions</b> 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"/> <b>No contributions made; If contributions made, list below:</b>			
<b>By Whom Made:</b>	<b>To Whom Made:</b>	<b>Amount:</b>	<b>Date of Contribution:</b>
<b>(6) Disclosures in Submittals</b> 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.



**Project:**  
**Contractor:**

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

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



CMS or Ordinance Number: CN4600007263

TSLGRS File Code:1075-16

Document Title:  
CONT - 4600007263

**Commencement Date:**  
**7/10/2008**

**Expiration Date:**  
**12/31/2012**

**GMP AMENDMENT NO. 1 TO  
CONSTRUCTION MANAGEMENT-AT-RISK AGREEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF BEXAR               §

This GMP Amendment No. 1 to the Construction Management-at-Risk Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager, and Clark Construction Group, LLC/Thos. Byrne, a Joint Venture("CM@Risk"), both of which may be referred to herein collectively as the "Parties".

**WHEREAS**, on May 2007, the City entered into a Construction Management at Risk Agreement 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 ("Original Agreement"); and

**WHEREAS**, on or about May 16, 2008, the Parties executed a Supplemental Agreement No. 1 clarifying certain language in the Original Agreement; and

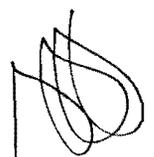
**WHEREAS**, after the City solicited proposals, the CM@Risk submitted its Guaranteed Maximum Price ("GMP") Proposals for Terminal B site/piers, structural concrete and elevators and escalators packages at San Antonio International Airport attached to this GMP Amendment No. 1 as Exhibits G, H and I; and

**WHEREAS**, on June 5, 2008, by Ordinance No. 2008-06-05-0468, the City accepted the aforementioned GMP proposals in an amount not to exceed \$31,143,083.00 and appropriated funds for these projects,

**NOW THEREFORE**, in consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement (to include the Supplemental Agreement No.1, GMP Amendment No. 2 and GMP Amendment No. 3 ) by and between the Parties is further amended as follows:

1. The Original Agreement is hereby amended to include all of the services described in the GMP Proposals attached hereto as Exhibits and incorporated herein for all purposes. The CM@Risk agrees to perform all work required by the attached GMP Proposals for the guaranteed maximum price authorized by the San Antonio City Council in Ordinance No. 2008-06-05-0468. It is agreed and understood that this amount will constitute full compensation to CM@Risk for the work described in the GMP Proposals which are exhibits hereto.

Exhibit G   Terminal B Site/Pier GMP Proposal  
Exhibit H   Terminal B Concrete & Underground GMP Proposal  
Exhibit I   Terminal B Elevators/Escalators GMP Proposal



2. This GMP Amendment No. 1 shall be effective as of the date the San Antonio City Council passes an ordinance approving the GMP proposals attached hereto as Exhibits G,H and I.

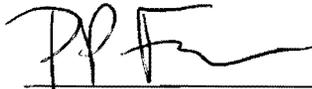
Except as amended hereby, all other provisions of the Original Agreement are hereby retained in their entirety and remain unchanged.

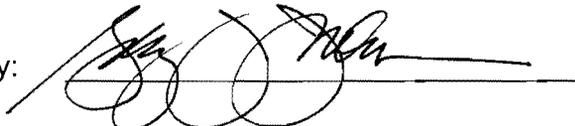
EXECUTED and AGREED to this the 7<sup>th</sup> day of July, 2008.

CITY OF SAN ANTONIO

CM@RISK:

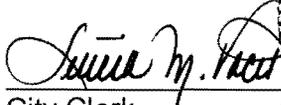
Clark Construction Group, LLC/Thos. Byrne, a Joint Venture

  
\_\_\_\_\_  
Sheryl Sculley,  
City Manager *MW*

By:   
\_\_\_\_\_

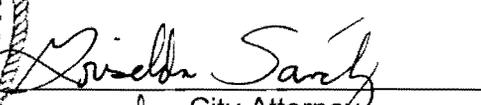
SIDNEY J. JORDAN  
\_\_\_\_\_  
Print Name  
CEO NORTHERN/SOUTHERN DIVISION AS  
SPONSOR OF THE JOINT VENTURE  
\_\_\_\_\_  
Title

Attest:

  
\_\_\_\_\_  
Julie M. Reed  
City Clerk



Approved as to form:

  
\_\_\_\_\_  
Linda Sany  
for City Attorney

**EXHIBIT G**  
**Terminal B Site/Pier GMP Proposal**



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

**GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL**

Project: Terminal B

Package: Site/Pier

Date: May 2, 2008

RECEIVED

MAY 1 9 2008

Carter & Burgess, Inc.

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 B Project ("Project") or portion of the Project as described above, as follows:

1. The Guaranteed Maximum Price for the Project is **\$11,017,475.00**. 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 Package is **228 Days** from Notice to Proceed.
5. The Drawings and Specifications upon which the GMP is based are set forth in *Exhibit A*. Attached are two complete sets of Drawings, Specifications, and Addenda included in the GMP for this Package. 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 - D.
7. The Subcontractors proposed in this GMP have been approved by the City in *Exhibit H*, and are as follows:

Trade Specific Scope	Selected Subcontractor
Bid Item A – Demo & Excavation	WPM Southern, LLC.
Bid Item B – Dewatering	Allstate Groundwater Control
Bid Item C – Earth Support & Protection	Urban Concrete Contractors
Bid Item D – Drilled Piers	Urban Concrete Contractors

8. The clarifications, assumptions, and exclusions made by Construction Manager, are outlined in *Exhibit C*.
9. Alternates accepted in the GMP are detailed on *Exhibit D* as follows:
  - a. Bid Item A – D, DEDUCT Alternate #1 – Insurance Premium Deduct for CCIP Program **\*\*Accepted in this GMP\*\*** (see item 16)



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

- b. Bid Item A, DEDUCT Alternate #2 – *Storm Inlets and Pipe will be moved to the Concrete and Underground Package* **\*\*Accepted in this GMP\*\***.
  - c. Bid Item C, DEDUCT Alternate #2 – *Demo top 4' of Retention System to be moved to the Concrete & Underground Package* **\*\*Accepted in this GMP\*\***
  - d. Bid Item D, ADD Alternate #2 – *Provide and install drilled piers for tower crane* **\*\*Accepted in this GMP\*\***
10. Unit Prices, if any, are included with **Exhibit D** as follows:
- a. Unit price bids for the drilled piers and retention system piers were analyzed to provide a Unit Price Allowance for extended length, casing, and slurry drilling of the piers and/or retention system piers. The total Unit Price Allowance included in the GMP is \$534,324.00.  
Any portion of the Unit Price Allowance not used will be reallocated to the City's Owner Controlled Contingency.
11. Construction Manager's Construction Contingency included in this GMP is \$235,932.00. The City's Owner Controlled Contingency included in this GMP is \$235,932.00. Contingencies for this Package will be cumulative with other Packages for the Project. Any portion of the above listed Contingencies not used will be returned to the City including applicable Insurances, Bonds and Fee.
12. Cash Allowances included in the GMP: *Not applicable to this GMP*
13. The Construction Manager submits with this GMP its projected SMWBE participation as prescribed in **Exhibit E** for this Package.
14. Time for performance is outlined in **Exhibit F** – Project Schedule for this Package. This schedule has been revised from the schedule included in the bid package to reflect the expected Notice to Proceed Date for this Package.
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 this Package is a lump sum cost of \$4,884,589.00, inclusive of Insurances and Bonds. The Construction Manager's General Condition Costs are included for the duration as shown in the Project Schedule for this Package.
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 \$408,065.00 for this Package.
19. Except as set forth in this GMP Proposal, all other provisions in the Agreement remain unchanged.

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

CITY OF SAN ANTONIO  
AVIATION DEPARTMENT:

CONSTRUCTION MANAGER:

By Unalbi Gallo  
Its SFO Director

By [Signature]  
Its Sr. V.P.

Date of Signing: 5/9/08

Date of Signing: 5/17/08



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

**EXHIBIT B**

**Trade Specific Scope**

- Bid Item A – Demolition and Excavation**
- Bid Item B – Dewatering**
- Bid Item C – Excavation Support & Protection**
- Bid Item D – Drilled Piers**



**EXHIBIT B**

**This Subcontract shall become effective only when Clark/Byrne has received approval of it from the Owner and when Clark/Byrne has received a notice to proceed from the Owner. Upon occurrence of these conditions precedent, Clark/Byrne will advise Subcontractor in writing. Subcontractor shall not proceed without written direction from Clark/Byrne to do so.**

All information contained herein is provided for the purpose of defining and describing the Scope of Work of this Subcontract. This Subcontractor shall provide all labor, material and equipment to fully execute the requirements to furnish, deliver, and install the following work as described, **or reasonably inferred**, in the Contract Documents listed in Exhibit A:

**SECTION 02225 – DEMOLITION**  
**SECTION 02300 – EARTHWORK**

**SECTION 02260 – EXCAVATION SUPPORT AND PROTECTION, as it applies to your work**

**SECTION 02316 – EXCAVATION AND BACKFILL, as applies to your work.**

**SECTION 02635 – PIPE FOR STORM DRAINS AND CULVERTS, as applies to the your work**

**SECTION 02640 – MANHOLES, CATCH BASINS, INLETS, AND INSPECTION HOLES, as it applies to your work**

**DIVISION 0 – INSTRUCTIONS TO BIDDERS AND SUPPLEMENTAL INFORMATION, as applies to your work.**

**DIVISION 1 – GENERAL REQUIREMENTS, as it applies to your work**

This Subcontract shall also include, but is not limited to, the items listed below:

1. It is the intent of this Subcontract that the work performed pursuant hereto be complete and acceptable in every respect. The descriptions of the work included herein are clarifications of specific items and are not intended to limit scope of work.
2. This Subcontract includes the appropriate insurance premiums and coverages as per Exhibit E, Section 1.7.4. Non-Enrolled/Excluded Party Insurance Requirements. In the event that a CCIP Program is implemented for this Project, this Subcontract amount will be decreased by the amount shown in Alternate #1 of this Exhibit B.
3. Perform all survey and layout for work of this Subcontract in accordance with the Contract Documents. Benchmarks and control points provided by Clark/Byrne.
4. Verify all utilities are cut, capped and made safe prior to commencement of your work.



**EXHIBIT B**

5. Remove, cap as required, and dispose of existing abandoned underground utility lines and structures within the limits of construction. All demolished materials, other than clean soils, are to be disposed of off Airport Property.
6. This Subcontractor shall protect all existing utilities and structures that are to remain.
7. Demolition, removal and disposal of existing pavements, sidewalks, curbs (concrete or asphalt), base materials, bollards, existing piers, and structures to limits indicated on the Contract Documents. All demolished materials shall be disposed of off Airport Property.
8. Prior to start of mass excavation and soil retention system installations, the subgrades below demolished paving and base shall be leveled and graded with positive slope away from the mass excavation/building line perimeter back to the cut pavement edges.
9. Perform all mass excavation for the building to the elevations required for slab/foundation subgrades, embankments, and mud slab subgrades for crawl spaces as indicated on the plans and as noted otherwise in this Exhibit B. This Subcontractor shall perform and install materials for adequate stabilization of the excavation embankments in order to prevent effects from erosion and worker/equipment displacement. Over excavate as necessary to allow for thickness of stabilization materials to be used for embankments. Provide mass excavation subgrades and stabilized embankments to within plus/minus two tenths of a foot (.20ft).
10. Provide temporary roadways, work platforms and/or equipment pads for access to and as necessary for performing the demolition and excavation work of this Subcontract and remove upon completion of the work. Install and maintain the temporary access ramps into the mass excavation areas as shown on the Airport Construction Control Plan. These ramps are to be installed at a 1:5 slope. Install and remove any additional ramps that may be required for the work of this Subcontract. Any additional ramps necessary for performance of the work of this Subcontract must be approved by Clark/Byrne.
11. Provide, install, and maintain a moveable physical safety barrier along cut pavement edges and excavations where the adjacent step-off exceeds 12". Delineators with caution/danger tape will not be acceptable. Maintain barriers while working on site. Subcontractor shall remove these barriers when so directed by Clark/Byrne while Subcontractor is on site. Otherwise, maintain while on-site and removal will be performed by others.
12. This Subcontractor shall coordinate the excavation with the soils retention subcontractor during installations of the soils retention system. Excavation adjacent to retention systems shall be phased to allow for installation of lagging systems, if used, in 4'-0" maximum depth increments.



**EXHIBIT B**

13. Remove and dispose of existing Terminal 1 Air Intake Shafts and associated foundations. Excerpts from Terminal 1 Construction drawings showing Terminal 1 Air Intake Shafts have been provided FOR REFERENCE AND COORDINATION PURPOSES ONLY.
14. Furnish and install storm drain junction boxes J.B.A-6, J.B.A-7 and J.B.B1-B, including 18" storm piping between J.B.A-6 and J.B.A-7, and 24" storm piping to tie into existing 24" RCP from J.B.B1-B. Make tie-ins to existing 24" RCP as shown on drawing B.UTL.102. Do not provide or install 15" and 8" storm drain stub outs. Provide and install watertight temporary plugs in junction boxes at stub out locations.
15. This Subcontract includes construction of the temporary construction entrance roadway and street modifications, including, but not limited to, subgrade preparation, asphalt, compacted stabilized base, median/curb demolition, turn lane modifications and restriping, etc., as shown on the Airport Construction Control Plan. Temporary construction road shall be a minimum of 4" asphalt concrete on 12" of stabilized/compacted base material. Maintain roadway while on-site. This Subcontractor shall turn over the temporary roadway to Clark/Byrne in acceptable operating condition upon completion of your work. Removal will be by others.
16. Provide protection of pavements and cut pavement edges during the work of this Subcontract.
17. All soils excavated by this Subcontractor are to be hauled to the disposal site located on Airport owned property as shown on Drawing ACP.100 – Airport Construction Overall Plan. Should foreign materials be encountered, they should be separated and disposed of off-site and off Airport property.
18. Provide labor and equipment to establish and maintain spoil dump site(s) located on Airport property. Including, but not limited to, perimeter fencing, installation and maintenance of storm water and erosion controls in accordance with Clark/Byrne's SWPPP, and stabilized entrance. Comply with height restrictions of spoil piles. Provide dust control at spoil site(s) on Airport property. Haul routes to and from dump area shall be maintained free of mud, dirt, debris and be maintained and/or restored if necessary as required in accordance with local, state, and federal regulations.
19. Perform demucking and legal disposal of surface water collecting in excavations and work areas of this Subcontractor. Properly filter and dispose of water to locations designated by Clark/Byrne.
20. Backfill over-excavations and excavations for demolition and utility activities as required for your work and compact to meet final grade density requirements.



**EXHIBIT B**

21. Remove, handle, and deliver items that are identified to be relocated, to storage area(s) designated by Clark/Byrne.
22. Subcontract amount includes all costs for standby time required to assist with and to accommodate all testing and inspections required by the Contract Documents.
23. Subcontract includes all hoisting, conveyance equipment, and fuel necessary for performance of the work.
24. Furnish and install Storm Water Pollution Prevention (SWPPP) systems on project site as indicated in the Storm Water Pollution Prevention Plan and the Airport Construction Control drawings. Including, but not limited to, truck/tire wash stations, silt fences and barriers along perimeter fences and around drain inlets, etc. This Subcontractor shall maintain SWPP systems during the duration of its operations. Truck/tire wash stations shall be a minimum of 40'-0" in length. Truck/tire wash stations will be allowed to be used for other subcontractor's and Clark/Byrne vehicles/equipment leaving the project site. The perimeter BMP (sock) at the perimeter fence Type 1 w/Barrier shall be "Erosion Eel" manufactured by American Erosion Control or equal. Perimeter BMP on the landside (south) of Terminal B at fence Type 2 wo/Barrier shall be a sediment control (silt) fence as shown on the SWPPP details or equal. SWPPP systems must be turned over to Clark/Byrne in acceptable operating condition upon the completion of this Subcontractor's work.
25. Subcontractor must furnish and install water supply to wash stations via 2" temporary water line as shown on Drawing ACP.201 – Terminal B Excavation. Including, but not limited to, valves, cutting and coring, supports, protection, connection tie-ins to Terminal 1 water supply as coordinated with Clark/Byrne's Superintendent. If needed, Subcontractor will provide water trucks to supply wash station until temporary water has been installed.
26. This Subcontractor shall perform adequate washdown of all vehicles and equipment leaving the Project Site and the Airport Property Disposal Site to prevent mud, dirt, and other debris from entering into Airport Operation Areas and Public Roadways. Subcontractor shall monitor, maintain, and prevent vehicles and equipment from leakage, spillage of fuels, oil, other lubricants, and concrete, etc. onto existing paving and soils and/or on any Airport Operation Areas (AOA). Leaks and spills must immediately be cleaned and disposed of and their source corrected. Vehicles and equipment will be subject to inspection for leaks prior to being allowed onto the AOA.
27. Complete submittals shall be furnished within two (2) weeks of Notice to Proceed.



**EXHIBIT B**

**EXCLUSIONS:**

1. Soils Retention System. (by Soil Retention System Subcontractor)
2. Drilled piers. (by Drilled Piers Subcontractor)
3. Select fills under building and structural backfill. (by concrete subcontractor)

**ALTERNATES:**

At Clark/Byrne's (the Owner's) option, any of the following alternates may be included in this Subcontract by change order for the stated amount. The following alternates are contingent upon Owner approval and are included in accordance with the Contract Documents. The following prices include all related costs, overhead, profit and bond premiums:

1. **DELETE** from the work of this Subcontract, Insurance Premiums if CCIP Program is implemented. Reference Exhibit E for Specific Requirements.  
**DEDUCT \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).**
2. **DELETE** from the work of this Subcontract, storm drain junction boxes, JB A-6, JB A-7 and JB B1-B including associated piping to tie into existing 24" RCP as shown on drawing B.UTL.102, and as described under Exhibit B, Item 13.  
**DEDUCT \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).**

**UNIT PRICES:**

At Clark/Byrne's (the Owner's) option, any of the following unit prices may be included in this Subcontract by change order for the stated amount. The following unit prices are contingent upon Owner approval and are included in accordance with the Contract Documents. Any work associated with work will be charged at the following all inclusive unit prices:

Import, place, and compact select fill, under building slabs	<b>ADD</b>	\$ _____	per	CY
Loading, hauling and disposal of stockpiled soils to Airport property disposal site	<b>ADD</b>	\$ _____	per	CY
Import and stockpile on site, fill material for use as backfill around buildings/structures	<b>ADD</b>	\$ _____	per	CY
Rock excavation, hauling, and disposal offsite	<b>ADD</b>	\$ _____	per	CY
Loading, hauling and disposal of stockpiled soils off Airport property	<b>ADD</b>	\$ _____	per	CY



San Antonio International Airport  
Terminal Expansion Program  
**DEMOLITION AND EXCAVATION**  
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**EXHIBIT B**

The above unit prices are all inclusive of all related costs, overhead, profit and bond premium.

Work is not to be performed under these unit prices with out prior written authorization from Clark/Byrne's Project Manager or Superintendent. Quantities are to be verified by daily work tickets signed by Clark/Byrne's Superintendent.



**EXHIBIT B**

**This Subcontract shall become effective only when Clark/Byrne has received approval of it from the Owner and when Clark/Byrne has received a notice to proceed from the Owner. Upon occurrence of these conditions precedent, Clark/Byrne will advise Subcontractor in writing. Subcontractor shall not proceed without written direction from Clark/Byrne to do so.**

All information contained herein is provided for the purpose of defining and describing the Scope of Work of this Subcontract. This Subcontractor shall provide all labor, material and equipment to fully execute the requirements to furnish, deliver, and install the following work as described, **or reasonably inferred**, in the Contract Documents listed in Exhibit A:

**SECTION 02240 – DEWATERING**

**SECTION 02316 – EXCAVATION AND BACKFILL, as applies to your work**

**DIVISION 0 – INSTRUCTIONS TO BIDDERS AND SUPPLEMENTAL  
INFORMATION, as applies to your work**

**DIVISION 1 – GENERAL REQUIREMENTS, as it applies to your work**

This Subcontract shall also include, but is not limited to, the items listed below:

1. It is the intent of this Subcontract that the work performed pursuant hereto be complete and acceptable in every respect. The descriptions of the work included herein are clarifications of specific items and are not intended to limit scope of work.
2. This Subcontract includes the appropriate insurance premiums and coverages as per Exhibit E, Section 1.7.4. Non-Enrolled/Excluded Party Insurance Requirements. In the event that a CCIP Program is implemented for this Project, this Subcontract amount will be decreased by the amount shown in Alternate #1 of this Exhibit B.
3. This Subcontractor will be responsible for submitting the following items to Clark/Byrne prior to starting its work:
  - a. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by dewatering activities.
4. Design, furnish, install, test, operate, and monitor temporary dewatering system of sufficient scope, size and have the capacity to control hydrostatic pressure and to lower, control, remove, and dispose of surface water from any source and ground water in order to permit construction to proceed on dry stable subgrades. Removal of the temporary dewatering system is also included (See Exhibit Item 11).



**EXHIBIT B**

5. Electrical service and transformer will be provided by Clark/Byrne as shown on drawing ACP.201 – Terminal B Excavation. Subcontractor shall provide all necessary electrical work necessary for tie-in to the electrical service for function of the dewatering equipment, including, but not limited to, connections, accessories, raceways, conduit, wire, supports, and subpanels, etc. as may be necessary.
6. Upon completion of dewatering system(s) installation and demonstration of the system(s) to Clark/Byrne, dewatering system shall be turned over in operating condition to Clark/Byrne to maintain. Subcontractor shall provide fourteen (14) follow-up inspections at Clark/Byrne's request. In addition, Subcontract amount includes a 14 month warranty for the installation and the replacement of all components (pumps, hoses, accessories, etc.) of the system in event of a failure or malfunction, to include but not limited to, labor and materials for implementing temporary dewatering systems as necessary during replacement or failure duration.
7. Dewatering system(s) shall be designed and operated in accordance with and to accommodate the requirements and practices of the Storm Water Pollution Prevention Plan for discharging and disposal of ground and surface water.
8. Maintain piezometric water level below the anticipated lowest excavation datum elevation of 755.0 feet.
9. Perform all necessary excavation and backfilling for your work.
10. This Subcontractor shall perform adequate washdown of all vehicles and equipment leaving the Project Site and the Airport Property Disposal Site to prevent mud, dirt, and other debris from entering into Airport Operation Areas and Public Roadways. Subcontractor shall monitor, maintain, and prevent vehicles and equipment from leakage, spillage of fuels, oil, other lubricants, and concrete, etc. onto existing paving and soils and/or on any Airport Operation Areas (AOA). Leaks and spills must immediately be cleaned and disposed of and their source corrected. Vehicles and equipment will be subject to inspection for leaks prior to being allowed onto the AOA.
11. Subcontract includes all hoisting, conveyance equipment, and fuel necessary for performance of the work.
12. Dewatering system shall remain in place and operational until issuance of written direction from Clark/Byrne to remove and dispose of the system.
13. Verify all utilities are cut and made safe prior to commencement of your work.



**EXHIBIT B**

14. Provide protection of existing paving and cut pavement edges during the work of this Subcontract.
15. Perform all survey and layout for work of this Subcontract from benchmarks and control points provided by Clark/Byrne.
16. Subcontract amount includes all costs for standby time required to assist with and to accommodate all testing and inspections required by the Contract Documents.
17. Complete submittals shall be furnished within two (2) weeks of Notice to Proceed.

**ALTERNATES:**

At Clark/Byrne's (the Owner's) option, any of the following alternates may be included in this Subcontract by change order for the stated amount. The following alternates are contingent upon Owner approval and are included in accordance with the Contract Documents. The following prices include all related costs, overhead, profit and bond premiums:

1. **DELETE** from the work of this Subcontract, Insurance Premiums if CCIP Program is implemented. Reference Exhibit E for Specific Requirements.  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**

**UNIT PRICES:**

At Clark/Byrne's (the Owner's) option, any of the following unit prices may be included in this Subcontract by change order for the stated amount. The following unit prices are contingent upon Owner approval and are included in accordance with the Contract Documents. Any work associated with this work will be charged at the following all inclusive unit prices:

Provide inspection of dewatering system(s).	<b>ADD</b>	\$ _____	per	Site Visit
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The above unit prices are all inclusive of all related costs, overhead, profit and bond premium.

Work is not to be performed under these unit prices with out prior written authorization from Clark/Byrne's Project Manager or Superintendent. Quantities are to be verified by daily work tickets signed by Clark/Byrne's Superintendent.



**EXHIBIT B**

**This Subcontract shall become effective only when Clark/Byrne has received approval of it from the Owner and when Clark/Byrne has received a notice to proceed from the Owner. Upon occurrence of these conditions precedent, Clark/Byrne will advise Subcontractor in writing. Subcontractor shall not proceed without written direction from Clark/Byrne to do so.**

All information contained herein is provided for the purpose of defining and describing the Scope of Work of this Subcontract. This Subcontractor shall provide all labor, material and equipment to fully execute the requirements to furnish, deliver, and install the following work as described, **or reasonably inferred**, in the Contract Documents listed in Exhibit A:

**SECTION 02260 – EXCAVATION SUPPORT & PROTECTION**

**SECTION 02300 – EARTHWORK, as applies to your work**

**SECTION 02316 – EXCAVATION AND BACKFILL, as applies to your work**

**DIVISION 0 – INSTRUCTIONS TO BIDDERS AND SUPPLEMENTAL  
INFORMATION, as applies to your work**

**DIVISION 1 – GENERAL REQUIREMENTS, as it applies to your work**

This Subcontract shall also include, but is not limited to, the items listed below:

1. It is the intent of this Subcontract that the work performed pursuant hereto be complete and acceptable in every respect, including, but not limited to, concrete, rebar, formwork, steel, hardware, etc. The descriptions of the work included herein are clarifications of specific items and are not intended to limit scope of work.
2. This Subcontract includes the appropriate insurance premiums and coverages as per Exhibit E, Section 1.7.4. Non-Enrolled/Excluded Party Insurance Requirements. In the event that a CCIP Program is implemented for this Project, this Subcontract amount will be decreased by the amount shown in Alternate #1 of this Exhibit B.
3. Design, furnish, install, monitor, and maintain soils retention systems in accordance with project plans and specifications and as further defined in this Exhibit B.
4. Design, furnish, install, monitor, and maintain an additional soil retention system as shown on the attached Exhibit B-1. This system is needed in order to eliminate the embankment shown and allow a pathway for equipment.
5. Shop Drawings must be signed and sealed by the qualified professional engineer licensed in the State of Texas that is responsible for their preparation.



**EXHIBIT B**

6. Perform all survey and layout for work of this Subcontract from benchmarks and control points provided by Clark/Byrne.
7. Retention systems shall be designed to accommodate the specified loads without installation of tiebacks.
8. Retention system is to be designed to account for any additional surcharges, in addition to the 250 psf minimum surcharge indicated in specifications, for the retention systems adjacent to crane paths and other vehicle/equipment loads (concrete trucks, loaders, pumps, etc.) that may occur.
9. Verify all utilities are cut and made safe prior to commencement of your work. This Subcontractor will be responsible to install retention system through abandoned utility lines that are identified on the Contract Documents. At this Subcontractor's option, you may chose to remove abandoned utility lines that interfere with retention system rather than drilling through them.
10. This Subcontractor shall coordinate the installation of the retention system with the earthwork subcontractor during the mass excavation. Excavation adjacent to retention systems shall be phased to allow for installation of lagging systems, if used, in 4'-0" maximum depth increments.
11. Earthwork retention systems are to be designed and installed with the top of system occurring at the final subgrade elevations of the new Terminal B exterior paving along perimeter of the building.
12. This Subcontractor shall coordinate with the underground utility work specified under SAIA Project 6 and make provisions for utility penetrations in retention systems.
13. All excavated soils are to be hauled to the disposal site located on Airport owned property as shown on the Drawing ACP.100 - Airport Construction Overall Plan. Should foreign materials be encountered, they should be separated and disposed of off-site and off Airport property.
14. Excavate, remove and dispose of installed retention systems to a depth of 4'-0" below final new paving subgrades. Backfill and compact excavated areas to meet density requirements for final surface construction.
15. Provide, install, and maintain all OSHA compliant temporary guardrailing systems along the top of all retention systems. Toeboards are to be included. Provide removable



**EXHIBIT B**

toeboards/guardrailing system at designated access locations. Remove and dispose of off-site, toeboards and guardrailing system during retention system removals.

16. Ramps to access the excavated areas will be provided in accordance with the Airport Construction Control Plan at a slope of 1:5 and will be installed by the earthwork subcontractor. Any additional temporary roadways, work platforms and equipment matting/pads for access to and as necessary for the work of this Subcontract will be provided by this Subcontractor and removed upon completion of the work. Any additional ramps necessary for performance of the work of this Subcontract must be approved by Clark/Byrne.
17. Perform demucking and legal disposal of surface water collecting in excavations and work areas of this Subcontractor. Properly filter and dispose of water to locations designated by Clark/Byrne.
18. This Subcontractor shall perform adequate washdown of all vehicles and equipment leaving the Project Site and the Airport Property Disposal Site to prevent mud, dirt, and other debris from entering into Airport Operation Areas and Public Roadways. Subcontractor shall monitor, maintain, and prevent vehicles and equipment from leakage, spillage of fuels, oil, other lubricants, and concrete, etc. onto existing paving and soils and/or on any Airport Operation Areas (AOA). Leaks and spills must immediately be cleaned and disposed of and their source corrected. Vehicles and equipment will be subject to inspection for leaks prior to being allowed onto the AOA.
19. Backfill any sluffing or voids behind retention systems and compact to meet final subgrade density requirements.
20. Provide protection of existing concrete pavement and cut pavement edges during the work of this contract.
21. Subcontract amount includes all costs for standby time required to assist with and to accommodate all testing and inspections required by the Contract Documents.
22. Subcontract includes all hoisting, conveyance equipment, and fuel necessary for performance of the work.
23. Complete submittals shall be furnished within two (2) weeks of Notice to Proceed.



**EXHIBIT B**

**EXCLUSIONS:**

1. Demolition. (by demolition and excavation subcontractor)
2. Drilled piers not included in retention system design. (by drilled pier subcontractor)

**ALTERNATES:**

At Clark/Byrne's (the Owner's) option, any of the following alternates may be included in this Subcontract by change order for the stated amount. The following alternates are contingent upon Owner approval and are included in accordance with the Contract Documents. The following prices include all related costs, overhead, profit and bond premiums:

1. **DELETE** from the work of this Subcontract, Insurance Premiums if CCIP Program is implemented. Reference Exhibit E for Specific Requirements.  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**
2. **DELETE** from the work of this Subcontract, removal of retention systems to 4'0" below subgrade elevations (excavation and backfill included).  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**





**EXHIBIT B**

**This Subcontract shall become effective only when Clark/Byrne has received approval of it from the Owner and when Clark/Byrne has received a notice to proceed from the Owner. Upon occurrence of these conditions precedent, Clark/Byrne will advise Subcontractor in writing. Subcontractor shall not proceed without written direction from Clark/Byrne to do so.**

All information contained herein is provided for the purpose of defining and describing the Scope of Work of this Subcontract. This Subcontractor shall provide all labor, material and equipment to fully execute the requirements to furnish, deliver, and install the following work as described, or reasonably inferred, in the Contract Documents listed in Exhibit A:

**SECTION 02466 – DRILLED PIERS**

**SECTION 02300 – EARTHWORK, as it applies to your work**

**SECTION 02316 – EXCAVATION AND BACKFILL, as applies to your work**

**SECTION 03300 – CAST IN PLACE CONCRETE, as applies to your work**

**DIVISION 0 – INSTRUCTION TO BIDDERS AND SUPPLEMENTAL INFORMATION,  
as applies to your work**

**DIVISION 1 – GENERAL REQUIREMENTS, as it applies to your work**

This Subcontract shall also include, but is not limited to, the items listed below:

1. It is the intent of this Subcontract that the work performed pursuant hereto be complete and acceptable in every respect. The descriptions of the work included herein are clarifications of specific items and are not intended to limit scope of work.
2. This Subcontract includes the appropriate insurance premiums and coverages as per Exhibit E, Section 1.7.4. Non-Enrolled/Excluded Party Insurance Requirements. In the event that a CCIP Program is implemented for this Project, this Subcontract amount will be decreased by the amount shown in Alternate #1 of this Exhibit B.
3. Furnish and install drilled, cast in place reinforced concrete piers to the sizes and depths as indicated in the plans and specifications and as noted otherwise in this Exhibit B. Furnish and install all concrete, formwork, reinforcing steel and dowels, slurry, and temporary casings as required.
4. This Subcontractor shall provide adequate support, bracing and protection of the reinforcing dowel outs from top of piers. See attached Exhibit B-1 for additional details regarding dowel out configuration. In order to standardize dowel out lengths, Subcontractor must utilize this detail for dowel out lengths from top of pier.



**EXHIBIT B**

5. Perform all survey and layout for work of this Subcontract from benchmark and control points provided by Clark/Byrne.
6. Verify all utilities are cut and made safe prior to commencement of your work. This Subcontractor will be responsible to install piers through abandoned utility lines that are identified on the Contract Documents. At this Subcontractor's option, you may chose to remove abandoned utility lines that interfere with piers rather than drilling through them.
7. The penetration depth of drilled piers located on Grid Lines 23.6/N, 23.6/Q, and 23.6/P shall be increased to 60'-0". This is required due to the proximity of the utility trench excavation along 23.6 line per Detail 2 on Drawing B S02.002.
8. Ramps to access the excavated areas shall be provided in accordance with the Airport Construction Control Plan at a slope of 1:5 and will be installed by the earthwork subcontractor. Any additional temporary roadways, work platforms and equipment matting/pads for access to and as necessary for the work of this Subcontract will be provided by this Subcontractor and removed upon completion of the work. Any additional ramps necessary for performance of the work of this subcontract must be approved by Clark/Byrne.
9. Provide protection of existing concrete pavement and pavement edges during the work of this Subcontract.
10. All excavated soils are to be hauled to the disposal site on Airport owned property as shown on the Drawing ACP.100 – Airport Construction Overall Plan. Should foreign materials be encountered, they should be separated and disposed of off-site and off Airport property.
11. This Subcontractor shall perform adequate washdown of all vehicles and equipment leaving the Project Site and the Airport Property Disposal Site to prevent mud, dirt, and other debris from entering into Airport Operation Areas and Public Roadways. Subcontractor shall monitor, maintain, and prevent vehicles and equipment from leakage, spillage of fuels, oil, other lubricants, and concrete, etc. onto existing paving and soils and/or on any Airport Operation Areas (AOA). Leaks and spills must immediately be cleaned and disposed of and their source corrected. Vehicles and equipment will be subject to inspection for leaks prior to being allowed onto the AOA.
12. Subcontractor must provide means to collect and dispose of off site, all concrete and slurry waste or residue created from this Subcontractor's operation.
13. Provide, and maintain all OSHA compliant temporary safety barriers and fall protection at each pier hole location until poured. Exposed rebar ends and dowels shall be capped with OSHA compliant protection.



**EXHIBIT B**

14. Perform demucking and legal disposal of surface water collecting in excavations and work areas of this Subcontractor. Properly filter and dispose of water to locations designated by Clark/Byrne.
15. Subcontract amount includes all costs for standby time required to assist with and to accommodate all testing and inspections required by the Contract Documents.
16. This Subcontract amount includes drilling through materials that will be used for stabilization of excavation embankments that will be installed by the earthwork subcontractor.
17. Subcontract includes all hoisting, conveyance equipment, and fuel necessary for performance of the work.
18. Subcontractor shall maintain daily logs of work performed. Daily log entries must include drilling start date and time, pier size, pier location, depth drilled, existing elevation, bottom elevation, top of pier elevation, and total pier length. Provide copies to Clark/Byrne upon request.
19. Complete submittals shall be furnished with three (3) weeks of Notice to Proceed.

**EXCLUSIONS:**

1. Demolition. (by demolition/earthwork subcontractor)

**ALTERNATES:**

At Clark/Byrne's (the Owner's) option, any of the following alternates may be included in this Subcontract by change order for the stated amount. The following alternates are contingent upon Owner approval and are included in accordance with the Contract Documents. The following prices include all related costs, overhead, profit and bond premiums:

1. **DELETE** from the work of this Subcontract, Insurance Premiums if CCIP Program is implemented. Reference Exhibit E for Specific Requirements.  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$**\_\_\_\_\_ **).**



**EXHIBIT B**

2. **ADD** to the work of this Subcontract, 10 each – 18” diameter x 40’-0” length drilled Piers for Tower Crane pad, which will be located in Area D between grid lines 17-18.9/F-G .  
**ADD** \_\_\_\_\_ **DOLLARS** (\$ \_\_\_\_\_).

**UNIT PRICES:**

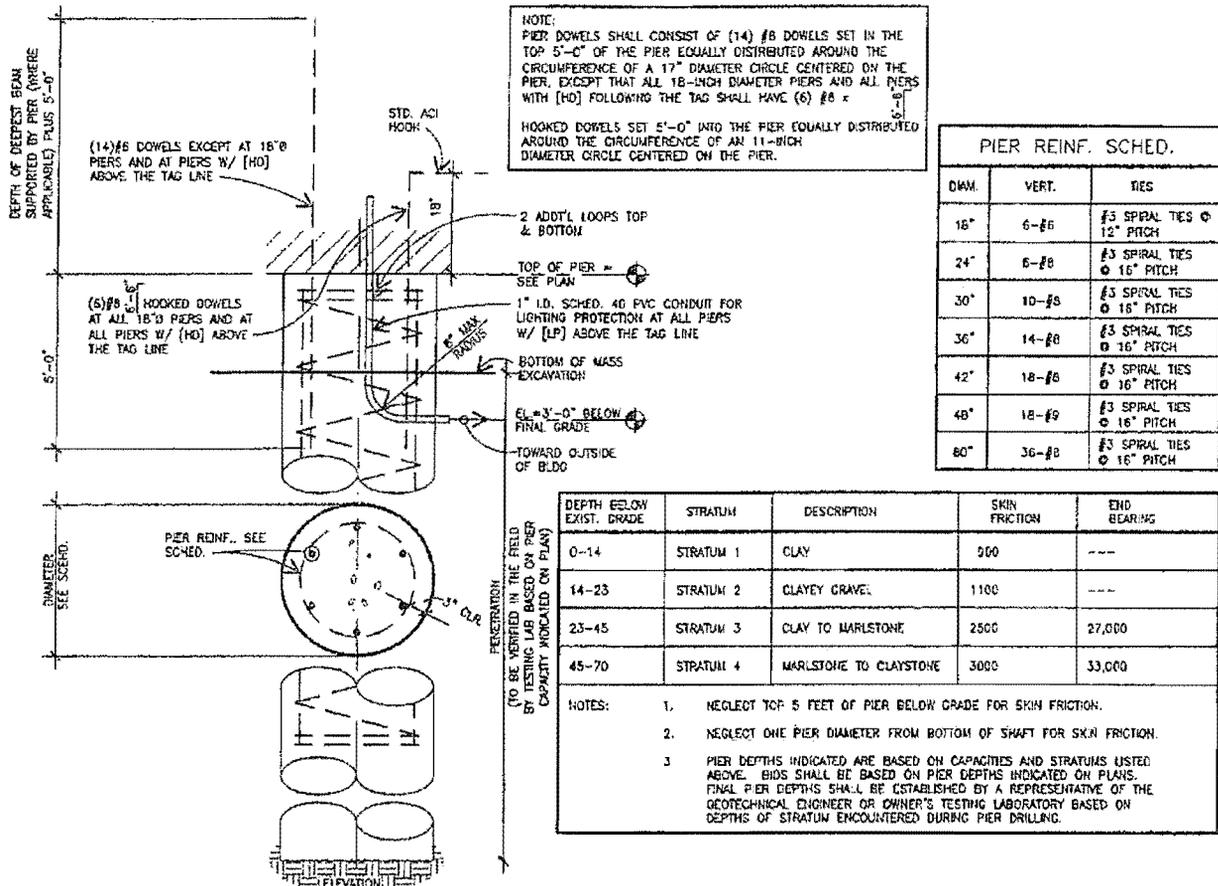
At Clark/Byrne's (the Owner's) option, any of the following unit prices may be included in this Subcontract by change order for the stated amount. The following unit prices are contingent upon Owner approval and are included in accordance with the Contract Documents. Any work associated with this work will be charged at the following all inclusive unit prices:

PIER SIZE	DRILLED PIER PLACEMENT METHODS					
	DRY		CASED		SLURRY	
	ADD \$ per foot	DEDUCT \$ per foot	ADD \$ per foot	DEDUCT \$ per foot	ADD \$ per foot	DEDUCT \$ per foot
18”						
24”						
30”						
36”						
42”						
48”						
54”						
60”						

The above unit prices are all inclusive of all related costs (in place, including, but not limited to, concrete, reinforcement steel, dowels, etc.), overhead, profit and bond premium.

Work is not to be performed under these unit prices without prior written authorization from Clark/Byrne's Project Manager or Superintendent. Quantities are to be verified by daily work tickets signed by Clark/Byrne's Superintendent.

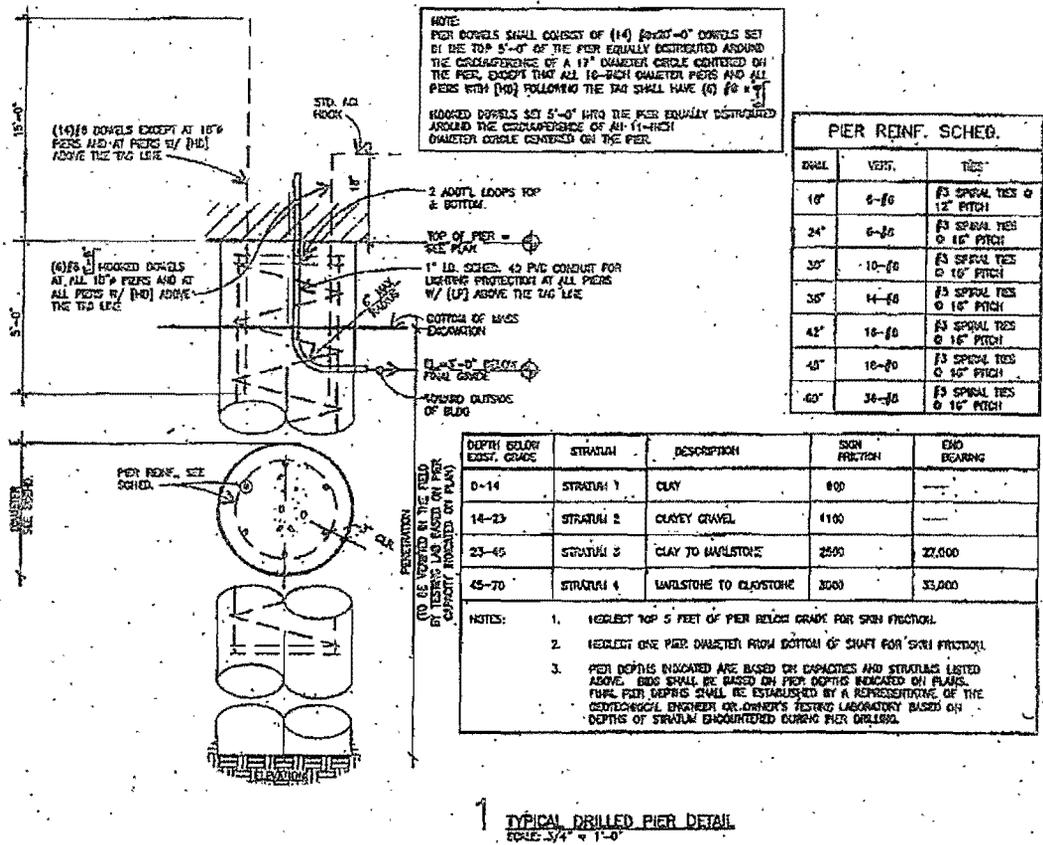
**EXHIBIT B-1**



**1 TYPICAL DRILLED PIER DETAIL**  
SCALE: 3/4" = 1'-0"



**EXHIBIT B-1**





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EXHIBIT C

**Qualifications, Assumptions & Exclusions**



**EXHIBIT C**

**CLARIFICATIONS, ASSUMPTIONS AND EXCLUSIONS**

**Clarifications & Assumptions:**

1. The Construction Manager shall provide complete performance of the Work as detailed and described in the Drawings and Specification included with the GMP for this Package, except as specifically clarified or excluded in this Exhibit. Any future revisions to the Drawings and Specifications in upcoming Packages that change the scope of work included in this GMP shall be addressed in a Change Order to the City.
2. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes and ordinances, building codes, rules and regulations.
3. City acknowledges upon issuance of the Notice to Proceed that all existing utilities within the limits of construction for the Project will be abandoned, cut, capped, made safe, and/or demolished as shown on the Drawings and Specifications in time to meet Construction Manager's Schedule provided here within. City will provide written certification to Construction Manager of the above for each utility shown.
4. Construction Manager has not been provided with approved current detail schedules of separate Contracts and Work by the City as they relate or coordinate with the Work of this Package. The City acknowledges that the City has coordinated with the Construction Manager's Schedule and there will be no impact to the Project Schedule set forth in this GMP.
5. The City acknowledges that the Project 6 Contractor will provide the Terminal B temporary electrical service ductbank and transformer pad in time for City Public Service to complete their work and provide power to the Terminal B Project Site by June 30, 2008, as required by the Project Schedule set forth in this GMP.
6. The City acknowledges that the Project 6 Contractor will provide the permanent electrical ductbank leading servicing Terminal B as indicated in the Drawings.
7. Construction Manager is authorized to proceed with the installation of the temporary access road immediately following the Notice to Proceed.
8. Construction Manager is authorized to proceed with the jobsite mobilization and installation of the perimeter fencing immediately following the Notice to Proceed.
9. Construction Manager is authorized to proceed with taking possession of the Landmark Lease area immediately following the Notice to Proceed.
10. The Earth Support & Protection System is to be designed based on retaining soils with up to a 250 psf uniform live load. The City acknowledges that the City has coordinated with the Project 6 Contractor and the construction of the elevated road will not exceed this design requirement set forth by the Engineer of Record.



11. Utilities servicing Terminal B being installed by the Project 6 Contractor are shown to be installed inside the Earth Support & Protection System installed under this Package. These utilities must be installed through the retention system. The City acknowledges that the Project 6 Contractor is to coordinate those locations with the Construction Manager during the shop drawing phase of the Earth Support and Protection System.
12. Construction Manager has provided an alternate means and methods of performing the Dewatering scope of work based on site investigations performed during the Pre-construction period resulting in an economic benefit to the owner. The current Specification 02240-Dewatering and associated Exhibit B will be modified to meet the means and methods covered by this GMP.

**Exclusions:**

1. Costs for utility impact fees, service fees, environmental fees or consumption costs. These services will be obtained through both new and existing utilities.
2. Costs for unforeseen subsurface conditions.
3. Costs for abatement and/or handling and disposal of hazardous materials of any kind including soil remediation and contaminated ground water.
4. All testing lab services.
5. Design Review Questions that remain unanswered are specifically excluded from this GMP.
6. Work associated with Project 3, Terminal 2 Demolition.
7. Removal and/or re-establishment of temporary road and construction parking area to original conditions.
8. Installation of temporary electrical service including the CPS transformer.
9. Work associated with the Terminal 1 Air Shaft reconstruction. No cost has been included to keep active, provide temporary support, or maintain the Air Shaft.
10. Work associated with the demolition of the west wall of Terminal 1.
11. Structural Notes not applicable to the Work of this Package.
12. All paving (i.e. apron, temporary, sidewalk, drainage, etc).
13. All site utilities.
14. All temporary and permanent power.

**END OF DOCUMENT**



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EXHIBIT D

**Schedule of Values**

**GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL BREAKDOWN  
TERMINAL B - SITE / PIER PACKAGE, INCLUDING CMR GCs**

DATE: May 2, 2008

	GMP	
CLARK/BYRNE GENERAL CONDITIONS - SITE/PIER PKG (6.2 months construction)	\$ 2,872,245	see note 2
SECURITY WATCH SERVICE	\$ 491,743	
VEHICLE ESCORTING SERVICE	\$ 663,216	
EMPLOYEE BUSING SERVICE	\$ 315,244	
DAILY PASSENGER VAN SERVICE	\$ 171,524	
<b>SUBCONTRACTOR BID ITEMS</b>		
BID ITEM 1 DEMOLITION & EARTHWORK	\$ 1,359,000	
BID ITEM 2 DEWATERING	\$ 212,973	
BID ITEM 3 EXCAVATION SUPPORT & PROTECTION	\$ 2,001,700	
BID ITEM 4 DRILLED PIERS	\$ 1,144,960	
3% ESCALATION ON SUBCONTRACTORS BID ITEMS	in above	
5% UNCERTAIN MARKET CONDITIONS	in above	
<b>SUBTOTAL - SUB BID ITEMS</b>	<b>\$ 4,718,633</b>	
<b>SUBTOTAL - GCs + SUB BID ITEMS</b>	<b>\$ 9,232,605</b>	
CMR CONSTRUCTION CONTINGENCY	\$ 235,932	
OWNER'S CONTINGENCY	\$ 235,932	
DRILLED PIERS EXTENDED LENGTH, CASING, SLURRY CONTINGENCY, INCL. RETENTION SYSTEM PIERS	\$ 534,324	see note 3
<b>SUBTOTAL</b>	<b>\$ 10,238,793</b>	
2.2816% CCIP INSURANCE (see note 1)	\$ 233,608	
0.15% LIABILITY INSURANCE (see note 1)	\$ 16,280	
0.36% BUILDERS RISK INSURANCE	\$ 26,621	
0.82% BOND	\$ 94,108	
<b>SUBTOTAL</b>	<b>\$ 10,609,410</b>	
<b>OWNER'S ALLOWANCES</b>		
<b>SUBTOTAL - OWNER'S ALLOWANCES</b>		
<b>SUBTOTAL - INCL. OWNER'S ALLOWANCES</b>	<b>\$ 10,609,410</b>	
3% CONSTRUCTION PHASE FEE	\$ 408,065	
<b>TOTAL GMP</b>	<b>\$ 11,017,475</b>	

**Note 1** All insurance rates are quoted at current Contract insurance requirements. CM@Risk will implement Contractor Controlled Insurance Program.

**Note 2** The General Conditions costs included are for Clark/Byrne's monthly GC costs for the scheduled duration of the Site/Pier Package totalling 6.2 months from NTP. Also included are the lump sum commitment costs for GC items specifically listed above.

**Note 3** Drilled Pier Contingency is for unforeseen conditions that require slurry pier operations. The amount was based on 10% of the total quantity of drilled piers times the unit price provided by the selected bidder. Contingency includes mobilization cost for slurry



**EXHIBIT E**

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

**Project / Package: Terminal B / Site Pier**

**GMP Amount \$ 11,017,475.00**

Subcontractor Name	SBEDA Proposed Utilization Contract Amount	Total % of GMP	SBE % of GMP	MBE % of GMP	WBE % of GMP	AABE % of GMP
<b>Joint Venture</b>						
Thos. S. Byrne	\$ 2,754,369	25.00%	-	√ 25.00%	-	-
<b>Clark/Byrne General Conditions</b>						
Thos. S. Byrne, Ltd.	\$ 1,323,164	12.01%	-	√ 12.01%	-	-
Grijalva & Allen, PC	\$ 31,375	0.28%	√ 0.28%	√ 0.28%	-	-
Best of Texas Events	\$ 320,907	2.91%	√ 2.91%	-	√ 2.91%	-
<b>Subcontractors (Prime Subcontact)</b>						
C & C Alcoser Trucking (WPM)	\$ 337,500	3.06%	√ 3.06%	√ 3.06%	-	-
Moab Construction (Urban)	\$ 786,665	7.14%	√ 7.14%	√ 7.14%	√ 7.14%	-
<b>TOTAL</b>	<b>\$ 5,553,979</b>	<b>50.41%</b>	<b>\$ 1,476,447</b>	<b>\$ 5,233,072</b>	<b>\$ 1,107,572</b>	<b>\$ -</b>

\* The total local business impact (including non-SBEDA related Contractors) for the Terminal B - Site/Pier Package equals 74.8% or \$8,251,475.00.

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

**EXHIBIT H**  
**Terminal B Concrete & Underground**  
**GMP Proposal**



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 Submitted 05/02/08

**GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL**

RECEIVED

**Project:** Terminal B  
**Package:** Concrete & Underground  
**Date:** May 2, 2008

MAY 2 9 30 AM  
 Carter & Burgess, Inc.

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 B Project ("Project") or portion of the Project as described above, as follows:

1. The Guaranteed Maximum Price for the Project is **\$17,389,705.00**. 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 Package is **460 Days** from Notice to Proceed.
5. The Drawings and Specifications upon which the GMP is based are set forth in **Exhibit A**. 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 - C.
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 – Cast-in-Place Concrete	Urban Concrete Contractors
Bid Item B – Underground Plumbing	Brandt Engineering
Bid Item C – Temporary Electric	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 – C, DEDUCT Alternate #1 – *Insurance Premium Deduct for CCIP Program \*\*Accepted in this GMP\*\* (see item 16)*
  - b. Bid Item A, ADD Alternate #2 – *Demo top 4' of Retention System to be moved to the Concrete & Underground Package \*\*Accepted in this GMP\*\**



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10. Unit Prices, if any, are included with *Exhibit D* as follows.
  - a. Crane rental for structural steel  
 $\$50,000/\text{month} \times 7 \text{ months} = \underline{\$350,000.00}$   
Any portion of the above listed unit price allowance not used will be returned to the City including applicable Insurances, Bonds and Fee.
11. Construction Manager's Construction Contingency included in this GMP is \$596,408.00. The City's Owner Controlled Contingency included in this GMP is \$596,408.00. Any portion of the above listed contingencies not used will be returned to the City including applicable Insurances, Bonds and Fee.
12. Cash Allowances included in the GMP: *Not applicable to this GMP.*
13. The Construction Manager submits with this GMP its projected SMWBE participation as prescribed in *Exhibit E* for the Project or portion of the Project as described above.
14. Time for performance is outlined in *Exhibit F* – Project Schedule. This schedule shows the expected Notice to Proceed and the date of Substantial Completion for this Project or portion of the Project as described above, to which the prescribed Liquidated Damages shall apply.
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 \$3,335,123.00, 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 \$583,616.00 for this Project.
19. Except as set forth in this GMP Proposal, all other provisions in the Agreement remain unchanged.

CM at Risk Project for the Terminal Expansion Program  
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Submitted 05/02/08

CITY OF SAN ANTONIO  
AVIATION DEPARTMENT:

CONSTRUCTION MANAGER:

By Wendell Webb CA  
Its Director

By [Signature]  
Its SR II P

Date of Signing: 5/9/08

Date of Signing: 5/7/08



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**EXHIBIT B**

**Trade Specific Scope**

- Bid Item A – Concrete**
- Bid Item B – Underground Plumbing**
- Bid Item C – Temporary Electric**



**EXHIBIT B**

This Subcontract shall become effective only when Clark/Byrne has received approval of it from the Owner and when Clark/Byrne has received a notice to proceed from the Owner. Upon occurrence of these conditions precedent, Clark/Byrne will advise Subcontractor in writing. Subcontractor shall not proceed without written direction from Clark/Byrne to do so.

All information contained herein is provided for the purpose of defining and describing the Scope of Work of this Subcontract. This Subcontractor shall provide all labor, material and equipment to fully execute the requirements to furnish, deliver, and install the following work as described, or reasonably inferred, in the Contract Documents listed in Exhibit A:

**SECTION 03300 – CAST-IN-PLACE CONCRETE**

**SECTION 02300 – EARTHWORK**, as it applies to your work.

**SECTION 02260 – EXCAVATION SUPPORT AND PROTECTION**, as applies to your work.

**SECTION 02316 – EXCAVATION AND BACKFILL**, as applies to your work.

**SECTION 04810 – UNIT MASONRY ASSEMBLIES**, as applies to your work.

**SECTION 07141 – COLD APPLIED WATERPROOFING SYSTEMS**, as applies to your work.

**SECTION 08310 – ACCESS DOORS AND PANELS**, as applies to your work.

**SECTION 14240 – ELEVATORS**, as applies to your work.

**SECTION 14310 – ESCALATORS**, as applies to your work.

**SECTION 16122 – GROUNDING**, as applies to your work.

**SECTION 16610 – LIGHTNING PROTECTION SYSTEMS**, as applies to your work.

**DIVISION 0 - GENERAL REQUIREMENTS (INSTRUCTIONS TO BIDDERS AND SUPPLEMENTAL INFORMATION)**, as applies to your work.

**DIVISION 1 - GENERAL REQUIREMENTS**, as it applies to your work.

This Subcontract shall also include, but is not limited to, the items listed below:

1. It is the intent of this Subcontract that the work performed pursuant hereto be complete and acceptable in every respect. The descriptions of the work included herein are clarifications of specific items and are not intended to limit scope of work.
2. This Subcontract includes the appropriate insurance premiums and coverages as per Exhibit E, Section 1.7.4. Non-Enrolled/Excluded Party Insurance Requirements. In the event that a CCIP Program is implemented for this Project, this Subcontract amount will be decreased by the amount shown in Alternate # 1 of this Exhibit B.
3. Perform, furnish, and install all cast-in-place structural concrete work, including but not limited to, formwork, suspended slab shoring systems, reshoring, temporary bracing,

**EXHIBIT B**

blockouts, boxouts, keyways, styrofoam, carton forms, mix designs, ready mix concrete, reinforcing, soil retainers, placing, pumping and conveyance of concrete, curing, and finishing for foundations, grade beams, pier caps, footings, retaining walls, walls, elevator and escalator pits, sump pit pads, areaways, columns, pilasters, all cast-in-place concrete plinths and columns that occur above top of pier elevations, mud slabs, protection slabs, slabs-on-grade, elevated and suspended floor slabs, slabs-on-metal deck, stairs, metal pan stair fill, topping slabs, islands, curbs, and equipment pads, in accordance with the Contract Documents and as further described in this Exhibit B.

4. Subcontractor will receive subgrades based on the mass excavation elevations provided in the Contract Documents to within plus or minus two tenths of a foot (.20ft). Perform all additional structural excavation, over-excavation, backfill, and compaction, as needed for pier caps, grade beams, footings, and foundations. Perform fine grading necessary to accomplish required subgrades for pads on grade, slabs-on-grade, mud slabs, and protection slabs.
5. Subcontractor shall provide temperature control of concrete (hot weather or cold weather) to meet specified requirements.
6. Furnish and install concrete soil retainers where indicated and necessary to retain backfill and mud slab concrete. Excavate and backfill to seat soil retainers from displacement during backfilling and concrete placing.
7. Subcontractor shall provide temporary bracing as necessary to adequately support and protect foundations walls and retaining walls to allow backfilling to occur in accordance with the Project Schedule.
8. Furnish and install select structural fill and crushed limestone base material under building pads, including but not limited to, preparation and compaction of subgrade prior to select fill placement, loading, importing, hauling, spreading, and compacting to Contract Document requirements. Coordinate and sequence placement of select structural fill allowing for below grade waterproofing installations as directed by Clark/Byrne.
9. Perform structural backfilling against the building concrete structure and for slabs-on-grade as required up to subgrade level including, but not limited to, loading, importing, hauling, spreading, and compacting to Contract Document requirements. Coordinate and sequence placement of structural backfill allowing for below grade waterproofing installations and foundation drainage system as directed by Clark/Byrne. This Subcontractor shall perform all structural backfilling beginning from the mass excavation grades. Backfill to subgrade to within plus or minus two tenths of a foot (.20ft). Where foundation drainage lines occur, this subcontractor shall perform all structural backfilling concurrent and in conjunction with foundation drainage system drainage fill installations.
10. Coordinate, layout, and install miscellaneous embeds provided by others, including but not limited to, anchor bolts, weld plates, steel joists and beams connection plates, angles, corner guards, steel protection wraps at columns, expansion joints or expansion joint cover

**EXHIBIT B**

inserts, bollards, embeds for masonry top of wall braces, elevator sill angle support plates, elevator divider beam connection plates, escalator seat plates, etc.

11. Coordinate, furnish, layout, and install the following items, including but not limited to, slip dowels that occur between cast in place concrete and cast in place concrete (sim. to details 50 & 51/BS05.104), fire rated floor access door/hatch frame and covers including embedded drain piping to sump per details 36/BS05.103 and 48/BS05.104 (Ref: Section 08310 Access Doors and Panels), additional reinforcing steel at boxouts, penetrations, and sleeves through cast-in-place concrete (sim. to details 42, 43, 46, & 48/BS05.104), reinforcing dowel outs for masonry walls with required lap length, dovetail slots for masonry (Ref: Section 04810), reglets, waterstops, vapor barriers, and all other items built in to the work unless specifically listed under exclusions to this Exhibit B.
12. Subcontract amount includes all costs to furnish and install an additional 6 tons of reinforcing to be used in the field as directed by the Engineer, per Concrete Reinforcing Note 13 on drawing BSG0.102.
13. Subcontract includes providing a cast-in-place pier cap foundation (5000 psi) for one tower crane a minimum 30'-0" wide x 30'-0" long x 4'-0" deep, including all reinforcing, excavation and fine grading, setting anchor bolts, etc, complete.
14. Subcontractor shall furnish and install a reinforced concrete pad for the CPS Transformer in size and thickness to meet CPS requirements. (Ref: Clark/Byrne Drawings ACP.202 and ACP.300).
15. Subcontractor shall provide two (2) blockouts at the mud slab for the Sewage Ejector Sump and the Storm Sewer Sump (Ref: Details 01 & 02 on drawing BP09-000). Blockouts will be approximately 8' x 8' each. Subcontractor shall return to the area, during the structural concrete work, and pour back mud slab around prefabricated sumps after sumps are set.
16. Subcontractor shall coordinate curing methods, curing compounds, and concrete substrate finishes with finished flooring and waterproofing material manufacturers' requirements to confirm compatibility and bonding. In event of conflict between the concrete specifications and flooring or waterproofing manufacturers' requirements, the flooring and waterproofing manufacturer's requirements will take precedence at no additional costs.
17. Furnish, install perimeter fall protection with toeboards at all interior openings and at top edge of concrete elevation changes exceeding 18". This Subcontractor shall maintain fall protection in each area until all forming systems have been removed from the area and fall protection is in place on the floor level directly above. Clark/Byrne will maintain fall protection at the interior openings/elevation changes from that point on and remove when necessary.
18. Subcontractor shall provide and maintain exterior perimeter fall protection systems around the building during all forming and concrete pouring operations until such time that all forms, shores and re-shores have been removed from the area. Subcontractor shall provide and

**EXHIBIT B**

install connection devices, embeds or other connection hardware acceptable to Clark/Byrne at exterior perimeter building columns and exterior slab edges that will allow perimeter fall protection system(s) to be installed at building perimeters on each concrete floor level. Furnishing and installation of the exterior perimeter fall protection system(s) after forming, shoring and re-shoring has been removed from each area will be by others.

19. Furnish, install, and properly secure double wide wooden gang ladders from each level to each level (minimum one per area per floor) for use by this Subcontractor and others. Removal will be by others.
20. Subcontractor shall provide/build an on-site storage box for the concrete cylinders.
21. Perform all survey and layout for work of this Subcontract in accordance with the Contract Documents. Benchmarks and control points provided by Clark/Byrne.
22. Subcontractor shall provide dimensioned as-built survey of all in-place anchor bolts indicating anchor bolt relationship to column gridlines. Anchor bolt as-builts are to be provided to Clark/Byrne within one week after completion of the concrete column pours in each area.
23. Ramps to access the excavated areas will be provided in accordance with the Site Utilization Plan at a slope of 1:5 and will be installed by the earthwork subcontractor. Any additional ramps, temporary roadways, work platforms, equipment matting/pads, or over-excavations for access to and as necessary for performance of the work of this Subcontract will be provided by this Subcontractor and removed upon completion of the work. Any additional ramps, over-excavations, or accessways must be approved by Clark/Byrne.
24. Provide protection of Apron pavements and pavement edges during the work of this Subcontract.
25. Perform demucking and legal disposal of surface water collecting in excavations and work areas of this Subcontractor. Properly filter and dispose of water to locations designated by Clark/Byrne.
26. All soil spoils excavated by this Subcontractor are to be hauled to the disposal site located on Airport owned property as shown on the Airport Construction Control Plan. Should foreign materials be encountered, they shall be separated and disposed of off Airport property.
27. Subcontractor must provide means to collect all concrete and slurry waste or residue created from this Subcontractor's operation and dispose of off site.
28. Subcontract amount includes all costs for standby time required to assist with and to accommodate all testing and inspections required by the Contract Documents.

**EXHIBIT B**

29. Subcontractor to provide, erect, hookup, and maintain one (1) tower crane with operator for the duration of the cast-in-place concrete work under this Subcontract, including disassembly and removal of tower crane from site. Refer to Clark/Byrne Drawing ACP.203 - Crane Utilization Plan. Maximum crane height is to be 260'. The boom cannot be located within the height window of 88' to 146' due to the Control Tower line of sight. Boom is to have minimum 265' radius and must have capacity for lifting 7000 lbs at the maximum distance of 265'. In addition, Subcontractor includes all other cranes, hoisting, pumping, conveyance equipment, fuel, and operator(s) necessary for performance of the work and for the work in areas beyond the reach and use of the tower crane. (See Unit Prices.)
30. Temporary power will be provided for Subcontractor's use. Six (6) Power Distribution Centers (Ref: Clark/Byrne Drawing ACP.300) will be provided and located by Clark/Byrne (2 at Area A, 1 at Area B, 2 at Area C, and 1 at Area D) for use during cast-in-place concrete work. Subcontractor shall provide all other extension cords, spider boxes, and power distribution cables and boxes, etc. needed for Subcontractor's work beyond these Distribution Centers.
31. Subcontractor shall provide and install all necessary task lighting, lighting fixtures or light stands necessary for performance of your work. Work plans for after hours and night work requiring lighting must be coordinated with airport operations and be submitted to Clark/Byrne for approval 48 hours in advance of the planned work.
32. This Subcontractor shall perform adequate wash down of all vehicles and equipment leaving the Project Site and the Airport Property Disposal Site to prevent mud, dirt, and other debris from entering into Airport Operation Areas and Public Roadways. Subcontractor shall monitor, maintain, and prevent vehicles and equipment from leakage, spillage of fuels, oil, other lubricants, and concrete, etc. onto existing paving and soils and/or on any Airport Operation Areas (AOA). Leaks and spills must immediately be cleaned and disposed of and their source corrected. Vehicles and equipment will be subject to inspection for leaks prior to being allowed onto the AOA.
33. Design and submit elevated slab shoring system shop drawings inclusive of reshoring plans. Shop drawings must be signed and sealed by the qualified professional engineer licensed in the State of Texas that is responsible for their preparation.
34. Submittals shall be furnished within the following time frames:
  - a. Mix Designs – within 3 weeks from notice to proceed from Clark/Byrne.
  - b. Concrete Miscellaneous Materials Product Data – within 3 weeks from notice to proceed from Clark/Byrne.
  - c. Construction Joint Layout Shop Drawings – within 4 weeks from notice to proceed from Clark/Byrne.
  - d. Elevated Slab Shoring/Reshoring System Shop Drawings – within 5 weeks notice to proceed from Clark/Byrne.
  - e. All other Submittals – As required in order to meet the Project Schedule.

**EXHIBIT B**

**EXCLUSIONS:**

1. Concrete testing. (by Owner's testing lab)
2. Mass excavation. (by excavation subcontractor)
3. Furnish embedded miscellaneous steel, pipe sleeves, mechanical sleeves and electrical sleeves provided. (by others)
4. Installation of mechanical sleeves, plumbing sleeves, and electrical sleeves.
5. Portland cement concrete pavements. (by apron paving subcontractor)
6. Slip dowels that occur between apron paving and cast-in-place concrete. (by apron paving contractor)
7. Reinforcing in masonry walls (by masonry subcontractor). However, dowel outs from cast-in-place concrete slabs, columns and walls will be furnished and installed under this Subcontract.
8. Joint sealants. (by joint sealants subcontractor)
9. Grouting base plates.

**ALTERNATES:**

At Clark/Byrne's, and/or the Owner's, option, any of the following alternates may be included in this Subcontract by change order for the stated amount. The following alternates are contingent upon Owner approval and are included in accordance with the Contract Documents. The following prices include all related costs, overhead, profit and bond premiums:

1. **DELETE** from the work of this Subcontract, Insurance Premiums if CCIP Program is implemented. Reference Exhibit E for Specific Requirements.  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**
2. **DELETE** from the work of this Subcontract, coordinate, furnish, layout, and install reinforcing dowel outs for masonry walls with required lap length (This Alternate may be taken if drilling and epoxying of masonry dowels is allowed to be performed after concrete work. If so, this work will be performed by the masonry subcontractor).  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**
3. **ADD** to the work of this Subcontract, remove retention systems to 4'0" below subgrade elevations to include excavating, backfilling, loading and hauling of retention system debris off site, and dispose of off Airport property.  
**ADD** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**
4. **DELETE** from the work of this Subcontract, the Subcontractor provided Tower Crane. Clark/Byrne will provide, erect, hookup and maintain the one (1) tower crane and

**EXHIBIT B**

operator for Subcontractor's use during structural concrete work. (Subcontractor still includes all other cranes, hoisting, pumping, conveyance equipment, fuel, and operator(s) necessary for performance of the work and for the work in areas beyond the reach and use of a Clark/Byrne provided tower crane.)

**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**

5. **DELETE** from the work of this Subcontract, Furnish and install select structural fill and crushed limestone base material under building pads, including but not limited to, loading, importing, hauling, spreading, and compacting to Contract Document requirements. (Note: Preparation of the subgrade under select fill remains under the Subcontract base scope of work).

**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**

**UNIT PRICES**

At Clark/Byrne's, and/or the Owner's, option, any of the following unit prices may be included in this Subcontract by change order for the stated amount. The following unit prices are contingent upon Owner approval and are included in accordance with the Contract Documents. Any of the following work will be charged at the following all inclusive unit prices:

Subcontractor provides, maintains, and operates the Tower Crane after completion of cast-in-place concrete work.	<b>ADD</b>	\$ _____	per	month
Form, reinforce, and place mechanical or electrical equipment pads 4" to 6" thick. (For additions or deletions from that shown on Contract Documents.)	<b>ADD or DEDUCT</b>	\$ _____	per	SF (top of pad area)

The above unit prices are all inclusive of all related costs, overhead, profit and bond premium.

Work is not to be performed under these unit prices with out prior written authorization from Clark/Byrne's Project Manager or Superintendent. Quantities are to be verified by daily work tickets signed by Clark/Byrne's Superintendent.



**EXHIBIT B**

This Subcontract shall become effective only when Clark/Byrne has received approval of it from the Owner and when Clark/Byrne has received a Notice to Proceed from the Owner. Upon occurrence of these conditions precedent, Clark/Byrne will advise Subcontractor in writing. Subcontractor shall not proceed without written direction from Clark/Byrne to do so.

All information contained herein is provided for the purpose of defining and describing the Scope of Work of this Subcontract. This Subcontractor shall provide all labor, material and equipment to fully execute the requirements to furnish, deliver, and install the following work as described, **or reasonably inferred**, in the Contract Documents listed in Exhibit A:

**SECTION 02316 – EXCAVATION AND BACKFILL**  
**SECTION 02635 – PIPE FOR STORM DRAINS AND CULVERTS**  
**SECTION 02640 – MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES**  
**SECTION 15010 – MECHANICAL GENERAL PROVISIONS**  
**SECTION 15060 – PIPE AND FITTINGS – GENERAL**  
**SECTION 15075 – MECHANICAL IDENTIFICATIONS**  
**SECTION 15080 – INSULATION – GENERAL**  
**SECTION 15085 – THERMAL INSULATION**  
**SECTION 15121 – HEAT TRACING**  
**SECTION 15410 – DOMESTIC WATER PIPING SYSTEM**  
**SECTION 15412 – SOIL, WASTE AND SANITARY DRAIN AND VENT PIPING SYSTEMS**  
**SECTION 15414 – ROOF DRAINAGE PIPING SYSTEM**  
**SECTION 15441 – DRAINS, HYDRANTS AND CLEANOUTS**  
**SECTION 15453 – PLUMBING PUMPS**  
**SECTION 15482 – GAS PIPING AND APPURTENANCES**  
**DIVISION 0 – INSTRUCTION TO BIDDERS AND SUPPLEMENTAL INFORMATION, as it applies to your work**  
**DIVISION 1 – GENERAL REQUIREMENTS, as it applies to your work**

This Subcontract shall also include, but is not limited to, the items listed below:

1. It is the intent of this Subcontract that the work performed pursuant hereto be complete and acceptable in every respect. The descriptions of the work included herein are clarifications of specific items and are not intended to limit scope of work.
2. This Subcontract includes the appropriate insurance premiums and coverages as per Exhibit E, Section 1.7.4. Non-Enrolled/Excluded Party Insurance Requirements. In the event that a CCIP Program is implemented for this Project, this Subcontract amount will be decreased by the amount shown in Alternate # 1 of this Exhibit B.
3. Perform, furnish, and install all underground plumbing systems and the portions of the piping indicated to be above ground including but not limited to, sanitary and vent, storm, grease waste, pressurized sanitary, domestic water, domestic water-fire services, domestic

**EXHIBIT B**

water-siamese connection, natural gas, sub-surface drainage system, floor drains, clean-outs, grease interceptor and sampling wells, plumbing sleeves in foundation and walls, mechanical piping sleeves in walls for future chilled water piping system, HVAC openings in walls for future ductwork, galvanized schedule 40 steel casing for future chilled water piping system, pipe insulation, heat tracing, testing of heat trace cables, testing of all piping and plumbing systems, pre-cast concrete structures for future storm and sewage pumps, excavation, backfill, and compaction

4. Perform all survey and layout for work of this Subcontract as required by the Contract Documents. Benchmarks and control points provided by Clark/Byrne.
5. Provide temporary means of access and/or work platforms, as necessary, to perform your work in this Subcontract and remove upon completion of your work.
6. Provide protection of Apron pavements and pavement edges during the work of this Subcontract.
7. Perform demucking and legal disposal of surface water collecting in excavations and work areas of this Subcontractor. Properly filter and dispose of water to locations designated by Clark/Byrne.
8. All spoils excavated by this subcontractor must be hauled to the disposal site located on Airport owned property as shown on the Haul Route Plan. Should foreign materials be encountered, they should be separated and disposed in an off-site location off the Airport property.
9. Subcontractor must provide means to collect and dispose of off site, all concrete and slurry waste or residue created from Subcontractor's operation.
10. Subcontract amount includes all costs for standby time required to assist with and to accommodate all testing and inspections as required by the Contract Documents.
11. Subcontract includes all hoisting and conveyance equipment necessary for your work.
12. This Subcontractor shall perform adequate washdown of all vehicles and equipment leaving the Project Site and the Airport Property Disposal Site to prevent mud, dirt, and other debris from entering into Airport Operation Areas and Public Roadways. Subcontractor shall monitor, maintain, and prevent vehicles and equipment from leakage, spillage of fuels, oil, other lubricants, and concrete, etc. onto existing paving and soils and/or on any Airport Operation Areas (AOA). Leaks and spills must immediately be cleaned and disposed of and their source corrected. Vehicles and equipment will be subject to inspection for leaks prior to being allowed onto the AOA.
13. Provide and install temporary water service and sewer lines to restroom trailers located within the project site. Connect temporary water service and sewer lines to each restroom trailer. Refer to Dwg. ACP.202-Site Logistics Plan in the Airport Construction Control Plan

**EXHIBIT B**

for location of restroom trailers and routing of water/sewer pipes. Provide and install a temporary sewage lift station near restrooms (ref Dwg. ACP.202) to pump sewage to an existing sanitary sewer line in Terminal 2 as directed by Clark/Byrne. The temporary sewage lift station shall be provided as follows:

- Minimum of 36" x 72" fiberglass basin
  - Duplex grinder pumps – Each pump shall have a 2-Horsepower motor, 208 volts, single phase.
  - Pre-mounted float system for pump controls
  - Integral check valves at discharge
  - NEMA 4X Junction box for electrical connections by Electrical Subcontractor
14. Complete submittals as required in order to meet the Project Schedule.
15. Prepare and provide shop drawings for underground plumbing systems in coordination with foundation and structure. Include pipes sizes, slopes, locations, and elevation of piping systems in shop drawings. Submit shop drawings to Clark/Byrne for distribution to A/E for approval. Underground plumbing shop drawings must be prepared using AutoCAD
16. Prepare and provide separate shop drawings for sleeves and openings in concrete foundation and walls. Submit shop drawings to Clark/Byrne for distribution to A/E for approval.
17. Provide excavation, backfill, and compaction for all your work as required by the Contract Documents.
18. Extend and connect Sanitary , Storm Drain (SD), Pressurized Sanitary , Domestic, and Natural Gas services to outside the building as described below:
- a. Dwg. P02.0D3, Note 1- 10" storm drain: tie-in to existing 18" storm. Refer to Civil Dwg. UTL.102.
  - b. Dwg. P02.0D4, Note 1-15 storm drain: tie-in to storm drains Junction Box B1-B. Refer to Civil Dwg. UTL.102.
  - c. Dwg. P02.0D6, Note 1-8" storm sewer: tie-in to storm drain Junction Box A-7. Refer to UTL.102.
  - d. Dwg. P02.0D6 Note 1– 15" storm drain: 5 feet beyond retention system
  - e. Dwg. P02.0D6, Note 2– 4" domestic water: 5 feet beyond retention system.
  - f. Dwg. P02.0D6, Note 3– 10" domestic water for fire service: 5 feet beyond retention system.
  - g. Dwg. P02.0D6, Note 4– 8" domestic water for Siamese connection: 5 feet beyond retention system.

**EXHIBIT B**

- h. Dwg. P02.0D6, Note 9- 4" sanitary: 5 feet beyond retention system.
  - i. Dwg. P02.0D6, Note 10- 4" storm sewer: 5 feet beyond retention system.
  - j. Dwg. P02.0D6, Note 13- 3" natural gas: stub-up to above grade as shown.
  - k. Dwg. P02.0D6, Note 19 – 6" pressurized sanitary: 5 feet beyond retention system.
19. Provide core-drilling for utilities passing through retention system.
20. Where a pipe is to remain buried, provide and maintain a pipe plug at the end of the pipe before backfilling to avoid clogging with dirt and debris during construction. Upon completion of backfill, mark and clearly identify the location of each buried pipe at grade level.
21. Where a pipe is stubbed up at grade, slab, or floor, pipe stub-up must be maintained plum and level with adequate height above grade, slab, or floor. Provide and maintain mechanical plugs in all pipe stub-ups during construction to avoid clogging with dirt and debris.
22. Provide and install Grease Trap Interceptor (GT) and Sample Well Basin (SWB) including manhole cover/frame and manhole cover extensions, fill material, all necessary fittings, offsets, clean-outs, connections, excavation and backfill.
23. Where Sewage Ejector and Storm Sewer sump pumps are shown, provide and install an 8" thick precast concrete structure. Sump pump packages will be installed in the precast concrete structure in the future. With reference to details 01 and 02 on Dwg. P09.00, the pre-cast concrete structure must be a minimum of 2'-0" larger in diameter all the way around the sump pump package. The depth of the pre-cast concrete structures shall be per above referenced details. Provide core-drilling where a utility (e.g. storm, sanitary, etc) is required to penetrate the pre-cast structure for future connection to sump pump packages.
24. Furnish, layout, and install sleeves for your work as required in all floor slabs, foundations, and walls. This includes all sleeves for plumbing and future HVAC pipes as shown on Contract Documents. Maintain plum and levelness of all sleeves during all concrete pours.
25. Contract Drawings B S02.001 and B S02.002 indicate where existing piers (EPR) occur under the existing Terminal 2. The existing piers will be removed by demolition subcontractor to 1'-0" below the mass excavation grades. Subcontractor shall cut off and remove any remaining portions of these existing piers that obstruct any underground piping runs work. Pier "cut offs" shall be collected and disposed of off site, off Airport property.
26. Provide and install Sub Surface Drainage (SSD) System per Detail 3/P09.000 including, but not limited to, loading, importing and hauling. Coordinate and sequence placement of SSD System allowing for below grade waterproofing and structural backfilling as directed by

**EXHIBIT B**

Clark/Byrne. This Subcontractor shall perform all SSD System installation beginning from the mass excavation grades. This Subcontractor shall install SSD system concurrent and in conjunction with structural backfill installation.

27. Provide and install insulation and heat tracing on all Grease Waste (GW) pipes as required by the Contract Documents. Where GW pipes are buried, extend heat trace cable to grade through a 1" PVC conduit (Minimum: every 100 feet) and leave a 10 ft coiled heat trace cable at grade for future connection of electrical power. All heat trace cables must be tested for continuity before GW pipe is backfilled. Provide continuity test report to Clark/Byrne Superintendent.
28. Protect floor drain openings to prevent p-traps and piping from clogging by construction debris.
29. Provide cutting, core-drilling, protection and clean-up as required in order to install your work in the new structure when sleeves and/or openings are missed but required per Contract Documents.
30. Install trap priming water lines to floor drains as required by the Contract Documents.

**EXCLUSIONS:**

1. Storm Sewer Sump Pumps as shown in the pump schedule on Dwg. P00.100 and associated control panels. (NIC).
2. Sewage Ejector Pumps as shown in the pump schedule on Dwg. P00.100 and associated control panels. (NIC).
3. Elevator Sump Pumps as shown in the pump schedule on Dwg. P00.100 and associated control panels. (NIC).
4. Chilled water supply and return pipes and valves as shown on Dwg. M02.0D4 and M02.0D5. (NIC)

**ALTERNATES:**

At Clark/Byrne's, and/or the Owner's, option, any of the following alternates may be included in this Subcontract by change order for the stated amount. The following alternates are contingent upon Owner approval and are included in accordance with the Contract Documents. The following prices include all related costs, overhead, profit and bond premiums:

1. **DEDUCT** from the work of this Subcontract, Insurance Premiums if CCIP Program is implemented. Reference Exhibit E for Specific Requirements.  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**



**EXHIBIT B**

This Subcontract shall become effective only when Clark/Byrne has received approval of it from the Owner and when Clark/Byrne has received a Notice to Proceed from the Owner. Upon occurrence of these conditions precedent, Clark/Byrne will advise Subcontractor in writing. Subcontractor shall not proceed without written direction from Clark/Byrne to do so.

All information contained herein is provided for the purpose of defining and describing the Scope of Work of this Subcontract. This Subcontractor shall provide all labor, material and equipment to fully execute the requirements to furnish, deliver, and install the following work as described, **or reasonably inferred**, in the Contract Documents listed in Exhibit A:

**SECTION 02316 – EXCAVATION AND BACKFILL**  
**SECTION 03300 – CAST-IN PLACE CONCRETE**  
**SECTION 16010 – ELECTRICAL GENERAL PROVISIONS**  
**SECTION 16020 – ELECTRICAL SERVICE**  
**SECTION 16110 – ELECTRICAL RACEWAYS AND FITTINGS**  
**SECTION 16122 – GROUNDING**  
**SECTION 16610 – LIGHTNING PROTECTION SYSTEM**  
**SECTION 16950 – FACILITIES CONSTRUCTED FOR CITY PUBLIC SERVICE**

**SECTION 0 – INSTRUCTION TO BIDDERS AND SUPPLEMENTAL INFORMATION, as it applies to your work**  
**DIVISION 1 – GENERAL REQUIREMENTS, as it applies to your work**

This Subcontract shall also include, but is not limited to, the items listed below:

1. It is the intent of this Subcontract that the work performed pursuant hereto be complete and acceptable in every respect. The descriptions of the work included herein are clarifications of specific items and are not intended to limit scope of work.
2. This Subcontract includes the appropriate insurance premiums and coverages as per Exhibit E, Section 1.7.4. Non-Enrolled/Excluded Party Insurance Requirements. In the event that a CCIP Program is implemented for this Project, this Subcontract amount will be decreased by the amount shown in Alternate # 1 of this Exhibit B.
3. Perform all survey and layout for work of this Subcontract in accordance with the Contract Documents. Benchmarks and control points provided by Clark/Byrne.
4. Provide temporary means of access and/or work platforms, as necessary, to perform your work in this Subcontract and remove upon completion the work.
5. Provide protection of apron pavements and pavement edges during the work of this Subcontract.

**EXHIBIT B**

6. Perform demucking and legal disposal of surface water collecting in excavations and work areas of this Subcontractor. Properly filter and dispose of water to locations designated by Clark/Byrne.
7. All soil spoils excavated by this Subcontractor are to be hauled to the disposal site located on Airport owned property as shown on the Airport Construction Control Plan. Should foreign materials be encountered, they should be separated and disposed in an off-site location off the Airport property.
8. Subcontractor must provide means to collect all concrete and slurry waste or residue created from subcontractor's operation and dispose of off site.
9. Subcontract amount includes all costs for standby time required to assist with and to accommodate all testing and inspections required by the Contract Documents.
10. Subcontract includes all hoisting and conveyance equipment and fuel necessary for performance of the work.
11. This Subcontractor shall perform adequate washdown of all vehicles and equipment leaving the Project Site and the Airport Property Disposal Site to prevent mud, dirt, and other debris from entering into Airport Operation Areas and Public Roadways. Subcontractor shall monitor, maintain, and prevent vehicles and equipment from leakage, spillage of fuels, oil, other lubricants, and concrete, etc. onto existing paving and soils and/or on any Airport Operation Areas (AOA). Leaks and spills must immediately be cleaned and disposed of and their source corrected. Vehicles and equipment will be subject to inspection for leaks prior to being allowed onto the AOA.
12. Complete submittals as required in order to meet the Project Schedule.
13. Provide excavation, backfill, and compaction for all your work per Contract Documents.
14. Provide and install permanent electrical ductbank, as shown on attached Exhibit B-2 from the existing manhole (E-6) adjacent to Terminal 2 to Terminal B. Refer to Civil Dwg. UTL-100 for extent of work associated with permanent electrical ductbank. Ductbank shall be terminated at coordinates identified by Dwg. UTL.100 for future extension to Terminal B structure by a separate contract. Conduit stub-outs at the end of ductbank shall be capped to prevent dirt or construction debris from entering conduits. Upon completion of backfill, mark and clearly identify the end of ductbank at grade level.
15. Provide and install temporary electrical service ductbank, (Reference Exhibit Attachments B-1, B-2, and B-3) from existing electrical manhole (E-6) located adjacent to Terminal 2 to a temporary 1500 KVA pad-mounted transformer supplied and set in place by City Public Service (CPS). This transformer provides temporary electrical service to Terminal B construction site. Installation and termination of primary cables will be by CPS.

**EXHIBIT B**

16. Install grounding rods (furnished by CPS) at temporary 1500 KVA transformer. Extend and terminate ground cable between grounding rods and temporary transformer per CPS requirements.
17. Provide and install a CPS approved wireway and a secondary tap box within 3 feet of the temporary transformer on the same concrete pad. (Reference Exhibit Attachments B-1, B-2, and B-3)
18. Provide and install a freestanding 2000 AMP, 480/277 Volts, 3 phase, 4-wire, NEMA 3R panelboard per Dwg. ACP-201. Refer to Dwg. ACP-202, and panel distribution riser diagram on ACP-300 for temporary distribution of electrical power to Terminal B Project Site.
19. Provide, install, and terminate secondary electrical feeders between secondary tap box and temporary 2000 Amp panelboard. Referencing panel distribution riser diagram on Dwg. ACP-300; provide, install, and terminate raceways and wires from temporary 2000 Amp distribution panelboard to following:
  - Tower Crane – Refer to Dwg. ACP.203
  - Restroom Trailers – Refer to Dwg. ACP-202
  - Calrk/Byrne and Subcontractor onsite trailers - Refer to Dwg. ACP.202
  - Sanitary lift station - Refer to Dwg. ACP.202. Lift station by mechanical/plumbing subcontractor.
  - Guard Booth – Refer to Dwg. ACP.202
20. With reference to Panel Distribution Riser Diagram, Typical Transformer/Panel Schematic, and Panel-Receptacle Power Distribution Center detail on Dwg. ACP-300, this Subcontractor shall provide and install raceways, wires, NEMA-3R dry-type transformers, NEMA-3R disconnect switches, NEMA 3R panelboards to make temporary power available onsite at panels 1C1, 1C2, 1C3, 1B1, 1B2, and 1B3. These panels must become operational prior to start of concrete operation. Install electrical equipment and panels as directed by Clark/Byrne. Each panels shall be assembled complete with treated plywood, circuit breakers, disconnect switches and receptacles per Panel-Receptacle Power Distribution Center detail on Dwg. ACP.300. With exception panels listed above, all other panels and associated disconnect switches and transformers, as shown on Panel Distribution Riser Diagram on Dwg. ACP.300 will not be the responsibility of this Subcontractor.
21. Provide, install, and terminate raceway and wiring from existing panelboard "1P" to Guard Booth located in the Employee Parking lot. Refer to Dwg. ACP.102.
22. Provide and install 1" empty PVC conduits in structural columns for future lightning protection system. Refer to Dwg. E00.401 and E00.42 for location of columns where conduits are required. Install conduits and rebar bond at structural columns per detail 02/E06.00. Coordinate and sequence installation of conduits and rebar bond allowing for

**EXHIBIT B**

forming the columns or beams, placement of reinforcement rebar, and pouring concrete as directed by Clark/Byrne. This Subcontractor shall install conduits and rebar bonds concurrent and in conjunction with installation of beams or columns.

**EXCLUSIONS:**

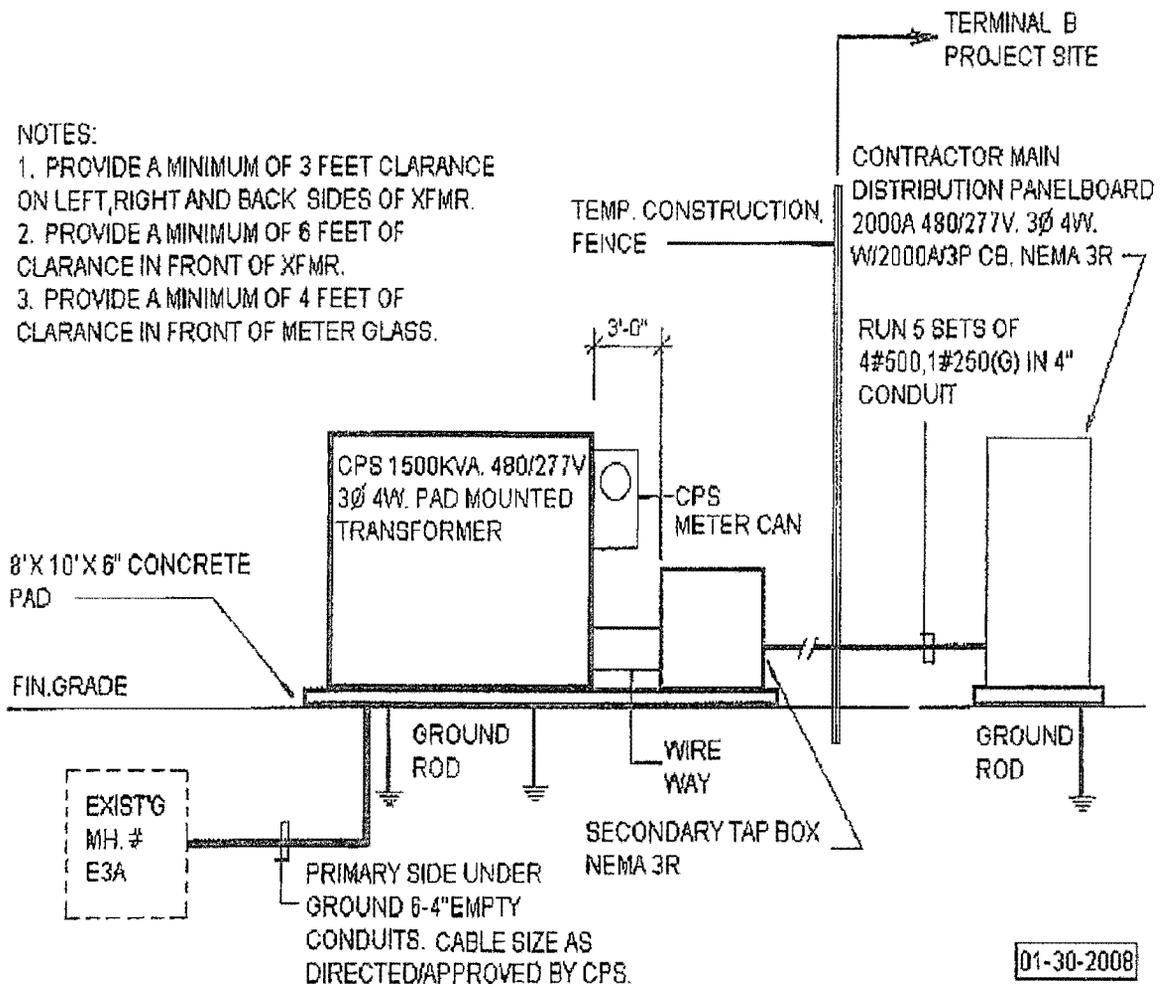
1. Rigging, hoisting, and setting temporary 1500 KVA transformer. (by CPS)
2. Concrete pad for temporary transformer (by concrete subcontractor)
3. Concrete pad for temporary distribution panelboard TBH fed from temporary transformer. See Dwg. ACP-202 and panel distribution riser diagram on Dwg. ACP-300 in the Airport Construction Control Plan. (by concrete subcontractor)
4. Pulling and termination of primary electrical cables from existing manhole (adjacent to Terminal 2) to temporary 1500 KVA transformer (by CPS)
5. Grounding Rods for temporary 1500 KVA transformer. (Furnished by CPS - Installed by this Subcontractor)

**ALTERNATES:**

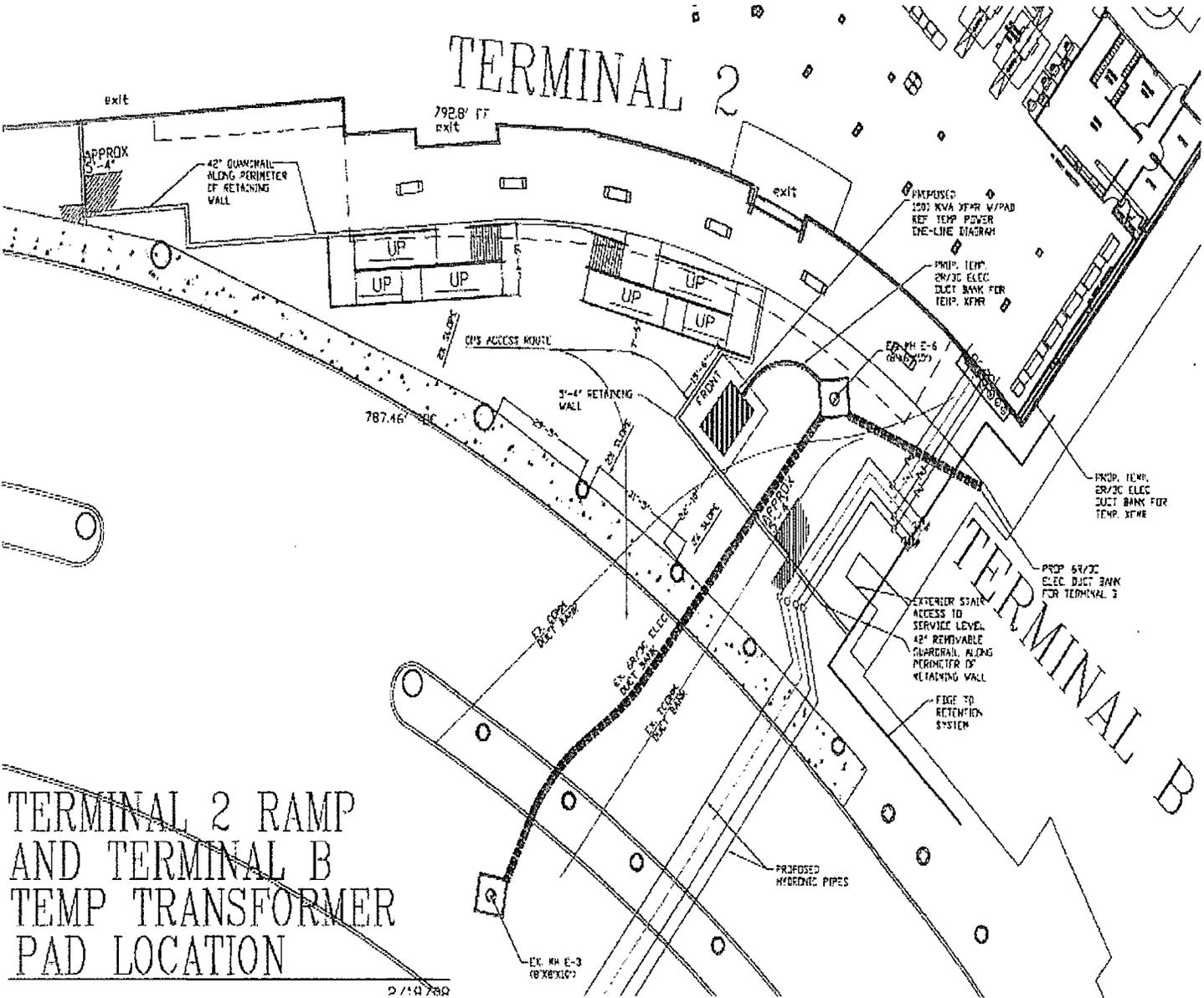
At Clark/Byrne's and/or the Owner's, option, any of the following alternates may be included in this Subcontract by change order for the stated amount. The following alternates are contingent upon Owner approval and are included in accordance with the Contract Documents. The following prices include all related costs, overhead, profit and bond premiums:

1. **DEDUCT** from the work of this Subcontract, Insurance Premiums if CCIP Program is implemented. Reference Exhibit E for Specific Requirements.  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**
2. **DELETE** from the work of this Subcontract, permanent power electrical ductbank from existing electrical manhole (E-6) which is located adjacent to Terminal 2 and goes to Terminal B Project Site as shown on Civil Dwg. UTL-100 including excavation, backfill, compaction, concrete, and conduits. (Exhibit B Item 14)  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**
3. **DELETE** from the work of this Subcontract, installation of Lightning Protection Rebar Bond as shown on detail 02/E06.000.  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**

**EXHIBIT B – 1**  
**SINGLE LINE WIRING DIAGRAM**



**EXHIBIT B - 2**  
**TERMINAL 2 RAMP AND TERMINAL B TEMPORARY TRANSFORMER PAD LOCATION**

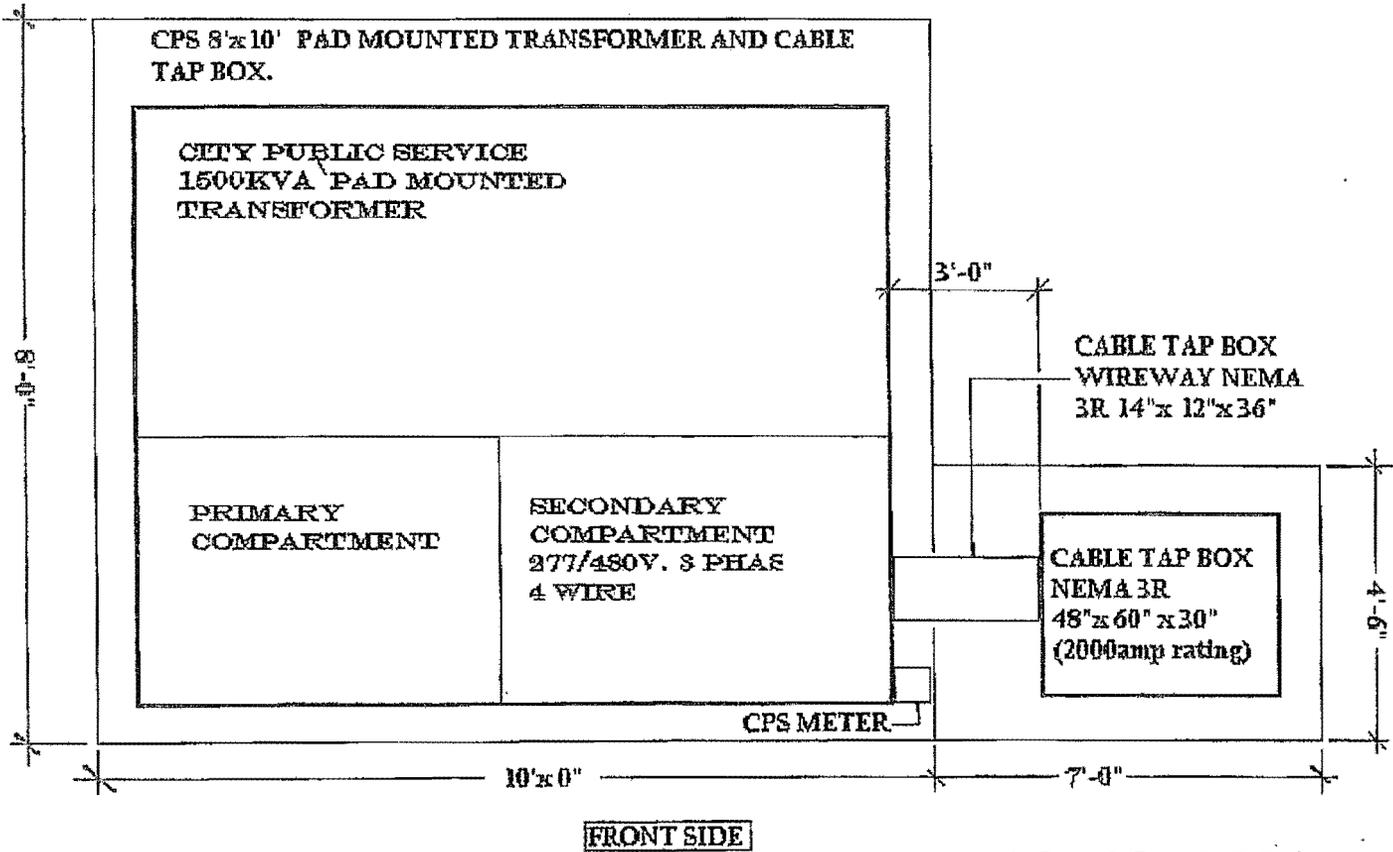


TERMINAL 2 RAMP  
 AND TERMINAL B  
 TEMP TRANSFORMER  
 PAD LOCATION

2/10/08

# TEMPORARY C.P.S. TRANSFORMER FOR TERMINAL "B" CONSTRUCTION SITE.

N.T.S.



03-13-2008

EXHIBIT B-3  
TEMPORARY CPS TRANSFORMER FOR TERMINAL B CONSTRUCTION SITE

CM at Risk Project for the Terminal Expansion Program  
San Antonio International Airport - San Antonio, Texas  
TEMPORARY ELECTRIC  
03/10/2008



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

EXHIBIT C

**Qualifications, Assumptions & Exclusions**

05/02/08



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

### EXHIBIT C

#### **CLARIFICATIONS, ASSUMPTIONS AND EXCLUSIONS**

##### **Clarifications & Assumptions:**

1. The Construction Manager shall provide complete performance of the Work as detailed and described in the Drawings and Specification included with the GMP for this Package, except as specifically clarified or excluded in this Exhibit. Any future revisions to the Drawings and Specifications in upcoming Packages that change the scope of work included in this GMP shall be addressed in a Change Order to the City.
2. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes and ordinances, building codes, rules and regulations.
3. City acknowledges upon issuance of the Notice to Proceed that all existing utilities within the limits of construction for the Project will be abandoned, cut, capped, made safe, and/or demolished as shown on the Drawings and Specifications in time to meet Construction Manager's Schedule provided here within. City will provide written certification to Construction Manager of the above for each utility shown.
4. Construction Manager has not been provided with approved current detail schedules of separate Contracts and Work by the City as they relate or coordinate with the Work of this Package. The City acknowledges that the City has coordinated with the Construction Manager's Schedule and there will be no impact to the Project Schedule set forth in this GMP.
5. The City acknowledges that the Project 6 Contractor will provide the Terminal B temporary electrical service ductbank and transformer pad in time for City Public Service to complete their work and provide power to the Terminal B Project Site by June 30, 2008, as required by the Project Schedule set forth in this GMP.
6. The City acknowledges that the Project 6 Contractor will provide the permanent electrical ductbank leading servicing Terminal B as indicated in the Drawings.
7. Construction Manager is authorized to proceed with the installation of the temporary access road immediately following the Notice to Proceed.
8. Construction Manager is authorized to proceed with the jobsite mobilization and installation of the perimeter fencing immediately following the Notice to Proceed.
9. Construction Manager is authorized to proceed with taking possession of the Landmark Lease area immediately following the Notice to Proceed.
10. The Earth Support & Protection System is to be designed based on retaining soils with up to a 250 psf uniform live load. The City acknowledges that the City has coordinated with the Project 6 Contractor and the construction of the elevated road will not exceed this design requirement set forth by the Engineer of Record.



11. Utilities servicing Terminal B being installed by the Project 6 Contractor are shown to be installed inside the Earth Support & Protection System installed under this Package. These utilities must be installed through the retention system. The City acknowledges that the Project 6 Contractor is to coordinate those locations with the Construction Manager during the shop drawing phase of the Earth Support and Protection System.

**Exclusions:**

1. Costs for utility impact fees, service fees, environmental fees or consumption costs. These services will be obtained through both new and existing utilities.
2. Costs for unforeseen conditions.
3. Costs for abatement and/or handling and disposal of hazardous materials of any kind including soil remediation and contaminated ground water.
4. All testing lab services.
5. Design Review Questions that remain unanswered are specifically excluded from this GMP.
6. Work associated with Project 3, Terminal 2 Demolition.
7. Removal and/or re-establishment of temporary road and construction parking area to original conditions.
8. Installation of temporary electrical service including the CPS transformer.
9. Work associated with the Terminal 1 Air Shaft reconstruction. No cost has been included to keep active, provide temporary support, or maintain the Air Shaft.
10. Temporary Air Shaft shown in drawings.
11. Work associated with the demolition of the west wall of Terminal 1.
12. Structural Notes not applicable to the Work of this Package.
13. All paving (i.e. apron, temporary, sidewalk, drainage, etc).
14. Emergency generator and associated work.
15. Masonry and associated reinforcing steel other than the dowels cast into the concrete.
16. Grouting of base plates.
17. All waterproofing and joint sealants.
18. Expansion joint cover assemblies and floor hatches.



CM at Risk Project for the Terminal Expansion Program  
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GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL  
Submitted 05/02/08

19. All structural steel, miscellaneous steel and decking.
20. All ornamental metals.
21. Curbs at the roadway in front of Terminal B.
22. All mechanical other than the casings for the chilled water lines.
23. All plumbing above the Service Level.
24. All plumbing equipment.
25. Gas meter and enclosure.
26. All permanent electrical work including light poles.
27. Temporary electrical work above Level 1.
28. Wire for lightning protection.
29. Pavement demolition and/or replacement to tie into the water service and fire service in the Project 6 – Roadway.

**END OF DOCUMENT**

SAIA TERMINAL B ESTIMATE  
 RECONCILED ESTIMATE  
 TERMINAL B - BID PACKAGE #2: STRUCTURAL CONCRETE

DATE: May 2, 2008

	GMP	
CLARK/BYRNE GENERAL CONDITIONS	\$ 2,758,335	see note 2 OK
SUBCONTRACTOR BID ITEMS		
BID ITEM 1 CONCRETE ADD ALT. #1" ADD TO DEMO RETENTION SYSTEM	\$ 9,970,000	OK
BID ITEM 2 U/G & TEMP ELECTRICAL	\$ 120,000	OK
BID ITEM 3 U/G PLUMBING	\$ 293,608	OK
	\$ 1,544,543	
3% ESCALATION ON SUBCONTRACTORS BID ITEMS	-----	
5% UNCERTAIN MARKET CONDITIONS	-----	
<b>SUBTOTAL - SUB BID ITEMS</b>	<b>\$ 11,926,151</b>	
<b>SUBTOTAL - GCs + SUB BID ITEMS</b>		
	<b>\$ 14,586,486</b>	
CMR CONSTRUCTION CONTINGENCY	\$ 596,408	
CONCRETE: UNIT PRICE ALLOWANCE FOR CRANE RENTAL	\$ 350,000	
OWNER'S CONTINGENCY	\$ 596,408	
<b>SUBTOTAL</b>	<b>\$ 16,229,301</b>	
2.2816% CCIP INSURANCE (see note 1)	\$ 370,288	
0.15% LIABILITY INSURANCE (see note 1)	\$ 25,805	
0.36% BUILDERS RISK INSURANCE	\$ 42,196	
0.82% BOND	\$ 138,499	
<b>SUBTOTAL</b>	<b>\$ 16,806,089</b>	
OWNER'S ALLOWANCES		
<b>SUBTOTAL - OWNER'S ALLOWANCES</b>	<b>\$ -</b>	
<b>SUBTOTAL - INCL. OWNER'S ALLOWANCES</b>	<b>\$ 16,806,089</b>	
3% CONSTRUCTION PHASE FEE	\$ 583,616	OK
<b>TOTAL RECONCILED ESTIMATE</b>	<b>\$ 17,389,705</b>	

Note 1 All insurance rates are quoted at current Contract insurance requirements. Rates do not include additional insurance premiums for Airport Operations Interruptions or additional Airside Liability Excess Umbrella coverage of \$15 million.

Note 2 The General Conditions costs included are for Clark/Byrne's monthly GC costs for the scheduled duration of the Concrete Package totalling 8 months from NTP.



**EXHIBIT E**

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

**Project / Package: Terminal B / Concrete & Underground Plumbing**

**GMP Amount \$ 17,389,705.00**

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	
<b>Joint Venture</b>								
Thos. S. Byrne	\$ 4,347,426	25.00%	-	√ 25.00%	-	-	√ 25.00%	
<b>Clark/Byrne General Conditions</b>								
Thos. S. Byrne, Ltd.	\$ 979,685	5.63%	-	√ 5.63%	-	-	√ 5.63%	
Grijalva & Allen, PC	\$ 33,671	0.19%	√ 0.19%	√ 0.19%	-	-	√ 0.19%	
<b>Subcontractors (Prime Subcontact)</b>								
Moab Construction (Urban)	\$ 2,522,500	14.51%	√ 14.51%	√ 14.51%	√ 14.51%	-	√ 14.51%	
Ameri-Pipe (Brandt)	\$ 485,000	2.79%	√ 2.79%	-	√ 2.79%	-	-	
<b>TOTAL</b>	<b>\$ 8,368,282</b>	<b>\$ 8,368,282</b>	<b>17.49%</b>	<b>\$ 3,041,171</b>	<b>45.33%</b>	<b>\$ 3,007,500</b>	<b>0.00%</b>	<b>\$ 7,883,282</b>

\* The total local business impact (including non-SBEDA related Contractors) for the Terminal B - Concrete & Underground Plumbing Package equals 68.59% or \$11,928,151.00.

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

**EXHIBIT I**  
**Terminal B Elevators/Escalators**  
**GMP Proposal**



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

**GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL**

Project: Terminal B  
 Package: Elevators/Escalators  
 Date: May 2, 2008

RECEIVED

MAY 03 2008

Carter & Burgess, Inc.

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 Project ("Project") or portion of the Project as described above, as follows:

1. The Guaranteed Maximum Price for the Project is **\$2,735,903.00**. 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 has not been assigned for this Package. The Date of Substantial Completion will coincide with the Building Package Schedule, pending completion of the Building Package Design. This Package is being released in order to procure this equipment.
5. The Drawings and Specifications upon which the GMP is based are set forth in *Exhibit A*. 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 – Elevators	Kone, Inc.
Bid Item B – Escalators	Kone, Inc.

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)
10. Unit Prices, if any, are included with *Exhibit D*. *Not applicable to this GMP.*



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

- 11. Cash Allowances included in the GMP: *Not applicable to this GMP*
- 12. Construction Manager's Construction Contingency included in this GMP is \$115,465.00. The City's Owner Controlled Contingency included in this GMP is \$115,465.00. Any portion of the above listed contingencies not used will be returned to the City including applicable Insurances, Bonds and Fee. .
- 13. The Construction Manager submits with this GMP its projected SMWBE participation as prescribed in **Exhibit E** for the Project or portion of the Project as described above.
- 14. Time for performance is outlined in **Exhibit F** – Project Schedule. This schedule shows the expected Notice to Proceed and the date of Substantial Completion for this Project or portion of the Project as described above, to which the prescribed Liquidated Damages shall apply.
- 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 \$101,436.00, 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 \$94,228.00 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  cc  
Its Director

By   
Its SR VP

Date of Signing: 5/9/08

Date of Signing: 5/7/08



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

**EXHIBIT B**

**Trade Specific Scope**

**Bid Item A – Elevators  
Bid Item B – Escalators**



CM at Risk Project for the Terminal Expansion Program  
San Antonio International Airport – San Antonio, Texas  
**ELEVATORS**  
03/10/2008

## EXHIBIT B

This Subcontract shall become effective only when Clark/Byrne has received approval of it from the Owner and when Clark/Byrne has received a Notice to Proceed from the Owner. Upon occurrence of these conditions precedent, Clark/Byrne will advise Subcontractor in writing. Subcontractor shall not proceed without written direction from Clark/Byrne to do so.

All information contained herein is provided for the purpose of defining and describing the Scope of Work of this Subcontract. This Subcontractor shall provide all labor, material and equipment to fully execute the requirements to furnish, deliver, and install the following work as described, or reasonably inferred, in the Contract Documents listed in Exhibit A:

### **SECTION 14240 – HYDROLIC ELEVATORS**

**SECTION 07840 – FIRESTOPPING, as it applies to your work**

**SECTION 07900 – JOINT SEALERS, as it applies to your work**

**DIVISION 15 – MECHANICAL, as it applies to your work**

**DIVISION 16 – ELECTRICAL, as it applies to your work**

**DIVISION 0 – GENERAL REQUIREMENTS (INSTRUCTIONS TO BIDDERS AND  
SUPPLEMENTAL INFORMATION), as it applies to your work**

**DIVISION 1 – GENERAL REQUIREMENTS, as it applies to your work**

This Subcontract shall also include, but is not limited to, the items listed below:

1. It is the intent of this Subcontract that the work performed pursuant hereto be complete and acceptable in every respect. The descriptions of the work included herein are clarifications of specific items and are not intended to limit scope of work.
2. This Subcontract includes the appropriate insurance premiums and coverages as per Exhibit E, Section 1.7.4. Non-Enrolled/Excluded Party Insurance Requirements. In the event that a CCIP Program is implemented for this Project, this Subcontract amount will be decreased by the amount shown in Alternate # 1 of this Exhibit B.
3. Engineering and layout for this work from benchmarks and control lines established by Clark/Byrne.
4. Licenses, trade permits, tests, fees, inspections, and warranties required by the Contract Documents and applicable codes.
5. Subcontractor shall fabricate, deliver, and install new hydraulic elevators. Complete fabrication and installation shall be inclusive of hoistway systems, machine rooms and equipment, and interface with other trades, in accordance with the Contract Documents and local codes having jurisdiction.
6. Subcontractor is responsible for all submittals including, but not limited to, Product data, Samples, Mockups, engineered Shop Drawings and design Calculations. All shop Drawings

**EXHIBIT B**

and Design Calculations shall be signed and sealed stamped by a Texas registered Professional Engineer, where required by the Contract Documents.

7. Subcontractor shall provide, in a timely manner, fully dimensioned layout and coordination drawings for purpose of coordinating with all relating trades, including but not limited to, pit and hoistway sizes and clear opening dimensions, machine room equipment and equipment pad sizes and layouts, machine room panel layouts, embeds, rail bracket attachment locations, pit ladder locations, divider beam locations, hoist beams, entranceway centers and dimensions, and any other information necessary to properly coordinate all adjacent work.
8. Subcontractor shall conduct a pre-delivery/pre-installation inspection of the jobsite to confirm as-built conditions, site access limitations, and installations furnished by others are completed and acceptable, prior to material delivery or Subcontractor mobilization. Subcontractor shall notify Clark/Byrne in writing of any discrepancies so as to mitigate any cost and schedule impacts.
9. Elevator door and hoist way entrance frame finishes in accordance with the Contract Documents.
10. Layout equipment pads for installation by the concrete subcontractor.
11. Subcontractor is responsible for the labor, equipment and transportation to load, unload and distribute materials from the laydown/staging area to the work site.
12. Scaffolding, hoisting, and rigging for your work. Materials will be stocked in designated areas directed by Clark/Byrne until they are installed in the shafts.
13. Caulking, sealants and joint fillers for your work including to adjacent materials.
14. This Subcontractor includes all work to connect to any utilities necessary for your system from the point of connection to the elevator controller and devices. Electrical subcontractor will bring power to mainline disconnect.
15. Coordinate all power, life safety, sprinklers and communication requirements necessary to complete the elevator installation in accordance with the Contract Documents and applicable code requirements.
16. Installation shall include, without limitation, all equipment, motors, starters, controls, signals, lanterns, position indicators, cab signage, rails, rail brackets, call stations, hoistway frames and doors, safety devices, ADA requirements and other requirements for a complete system per the Contract Documents.
17. Subcontractor shall furnish all guide rail bracket support embeds or inserts. Subcontractor shall include information with the shop drawings for coordination and with sizes and layouts

**EXHIBIT B**

for all hoistway code compliance requirement items, including but not limited to, fire rated interlocked pit access doors, hoistway beams, pit guards and guards between hoistways, and secondary pit access grating and grating supports that will be provided and installed by others.

18. Subcontractor shall provide hydraulic system complete. Hydraulic system shall include, without limitation, drilling jack holes, placing (set, grout, cap, watertight) casings for hydraulic plungers, hydraulic jack/piston, hydraulic piping, required sleeves and connections, valves in pump units, primed and painted hydraulic piping.
19. Subcontractor shall coordinate security, safety, A/V, communication, and/or access devices provided and installed by others. This scope includes installation of all devices, provisions of required traveling cables and their termination at machine room or J-boxes, as well as electronic interfacing of any such devices with the elevator control system, Facilities Management System and/or any other system as required.
20. Subcontractor shall coordinate with electrical subcontractor for proper installation of power and shunt trips at specified landing in the machine rooms and hoist ways as provided by the electrical subcontractor. This Subcontractor shall furnish, deliver, and install all conduit and wiring to final termination points.
21. Provide and install sight guards and grout stop guards required for all elevator entrances.
22. Elevator platforms are to be available after frames are set for access from inside shafts for grouting/infill at elevator frames.
23. Furnish and install all sleeving and hanger inserts for this Subcontractors' scope of work. Subcontractor shall provide any sleeves, core drilling, and/or patching and sealants that may be required to complete the scope of work of this Subcontract. A dimensional sleeve drawing shall be submitted for approval.
24. Firesafing/firestopping as required for penetrations. Furnish and install all required acoustic, vibration devices for the work of this Subcontract including, but not limited to, sound pads, putty pads, fire pads, smoke seals. This shall include all fire stopping and acoustical sealants and assemblies for openings in fire rated and/or acoustically rated walls and floors both empty and those containing penetrations such as conduit, raceways, and sleeves with a UL listed product and rated system. Subcontractor shall provide documentation for each UL system to be used and indicate on a drawing where these systems are located. Fire caulking: Detail to match the rating of pipe penetrating using a UL approved system. All subcontractors, including this subcontractor, will be required to use the products of the same manufacture. The first submitted and approved product data/submitted by submittal by the Architect's (from any Subcontractor) will be the basis for the selection of the manufacture as determined by Clark/Byrne. Clark/Byrne reserves the right to direct this subcontractor to use a specific firesafing/firestopping manufacturer at no additional cost to the subcontract.

**EXHIBIT B**

25. Subcontractor will participate in and provide all labor for the performance and acceptance testing of the specified building systems which involves any portion of their work, including but not limited to fire and life safety systems, elevator systems, etc, for and in order to obtain Temporary Certification of Occupancy, Certificate of Occupancy, Beneficial Occupancy Certificates, and any other certificates required to comply with the Contract Document and /or the authorities having jurisdiction. This Subcontractor will be required to be present at all times during these tests.
  
26. Subcontractor shall turnover all elevator equipment upon successful State of Texas Safety Inspection and Elevator Certification. Subcontractor shall provide pre-inspection consultations to ensure successful passing of the initial State Inspection.

**EXCLUSIONS:**

1. Elevator divider beams. (by structural steel subcontractor)
2. Structural supports for car guide rail bracket fastening at 14'-0" max. (by miscellaneous metals subcontractor)
3. Elevator pit ladders. (by miscellaneous metals subcontractor)
4. Machine room ladders. (by miscellaneous metals subcontractor)
5. Sump pit covers. (by miscellaneous metals subcontractor)
6. Temporary elevator cab protection. (by rough carpentry subcontractor)
7. Grouting of frames and sills. (by masonry subcontractor)
8. Sill angles as required. (by miscellaneous metals subcontractor)

**EXHIBIT B**

**ALTERNATES:**

At Clark/Byrne's, and/or the Owner's, option, any of the following alternates may be included in this Subcontract by change order for the stated amount. The following alternates are contingent upon Owner approval and are included in accordance with the Contract Documents. The following prices include all related costs, overhead, profit and bond premiums:

1. **DELETE** from the work of this Subcontract, Insurance Premiums if CCIP Program is implemented. Reference Exhibit E for Specific Requirements.  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**
  
2. **ADD** to the work of this Subcontract, a five-year Preventive Maintenance Agreement commencing upon completion of the one (1) year Warranty Maintenance per Specification Section 14240-1.08, C.  
**ADD** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **)** per month for sixty months, for a total of \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**
  
3. **DELETE** from the work of this Subcontract, the one (1) year Warranty Maintenance per Specification Section 14240, paragraph 1.08, B.  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **).**



**EXHIBIT B**

This Subcontract shall become effective only when Clark/Byrne has received approval of it from the Owner and when Clark/Byrne has received a Notice to Proceed from the Owner. Upon occurrence of these conditions precedent, Clark/Byrne will advise Subcontractor in writing. Subcontractor shall not proceed without written direction from Clark/Byrne to do so.

All information contained herein is provided for the purpose of defining and describing the Scope of Work of this Subcontract. This Subcontractor shall provide all labor, material and equipment to fully execute the requirements to furnish, deliver, and install the following work as described, or reasonably inferred, in the Contract Documents listed in Exhibit A:

**SECTION 14310 – ESCALATORS**

**SECTION 07840 – FIRESTOPPING, as it applies to your work**

**SECTION 07900 – JOINT SEALERS, as it applies to your work**

**DIVISION 15 – MECHANICAL, as it applies to your work**

**DIVISION 16 – ELECTRICAL, as it applies to your work**

**DIVISION 0 – INSTRUCTIONS TO BIDDERS, as it applies to your work**

**DIVISION 1 – GENERAL REQUIREMENTS, as it applies to your work**

This Subcontract shall also include, but is not limited to, the items listed below:

1. It is the intent of this Subcontract that the work performed pursuant hereto be complete and acceptable in every respect. The descriptions of the work included herein are clarifications of specific items and are not intended to limit scope of work.
2. This Subcontract includes the appropriate insurance premiums and coverages as per Exhibit E, Section 1.7.4. Non-Enrolled/Excluded Party Insurance Requirements. In the event that a CCIP Program is implemented for this Project, this Subcontract amount will be decreased by the amount shown in Alternate # 1 of this Exhibit B.
3. Engineering and layout for this work from benchmarks and control lines established by Clark/Byrne.
4. Licenses, trade permits, tests, fees, inspections, and warranties required by the Contract Documents and applicable codes.
5. Subcontractor shall fabricate, deliver, and install all new escalators. Complete fabrication and installation shall be inclusive of machine room and wellway equipment, and interface with other trades, in accordance with the Contract Documents and local codes having jurisdiction.
6. Subcontractor is responsible for all submittals including, but not limited to, Product data, Samples, Mockups, engineered Shop Drawings and design Calculations. All shop Drawings and Design Calculations shall be signed and sealed stamped by a Texas registered Professional Engineer, where required by the Contract Documents.

**EXHIBIT B**

7. Subcontractor shall provide, in a timely manner, fully dimensioned layout and coordination drawings for purpose of coordinating with all relating trades, including but not limited to, pit and wellway sizes and clear opening dimensions, clearance dimensions to adjacent work, embeds and/or connection locations, dimensioned slab/beam edge and blockout locations and details, complete side and bottom enclosure details and dimensions, details of enclosure termination into adjacent work, and any other information necessary to properly coordinate all adjacent work.
8. Subcontractor shall conduct a pre-delivery/pre-installation inspection of the jobsite to confirm as-built conditions, site access limitations, and installations furnished by others are completed and acceptable, prior to material delivery or Subcontractor mobilization. Subcontractor shall notify Clark/Byrne in writing of any discrepancies so as to mitigate any cost and schedule impacts.
9. Subcontractor is responsible for the labor, equipment and transportation to load, unload and distribute materials from the laydown/staging area to the work site.
10. Scaffolding, hoisting, and rigging for your work. Materials will be stocked in designated areas directed by Clark/Byrne until they are installed.
11. Subcontractor shall provide a written erection plan for installation of the escalators to include diagrams as needed to convey erection process. If any point or superimposed loads are being applied to the structure for or during erection process, the erection plan will be subject to approval by the structural engineer.
12. Caulking, sealants and joint fillers for your work including to adjacent materials.
13. This Subcontractor includes all work to connect to any utilities necessary for your system from the point of connection to the escalator controller and devices. Electrical subcontractor will bring power to mainline disconnect.
14. Installation shall include, without limitation, all equipment, motors, starters, controls, signals, signage, safety devices, ADA requirements and other requirements for a complete system per the Contract Documents.
15. Subcontractor shall provide escalators complete, including enclosure of truss sides and bottoms.
16. Subcontractor shall coordinate with other trades relating to this scope of work.
17. Subcontractor shall coordinate with electrical subcontractor for proper installation of power provided by the electrical subcontractor. This Subcontractor shall furnish, deliver, and all conduit and wiring to final termination points.

**EXHIBIT B**

18. Subcontractor shall coordinate with the fire protection subcontractor as necessary to accommodate fire sprinkler piping and sprinkler head locations below escalators, including but not limited to, providing cutouts for drops/heads in truss enclosure bottoms as may be necessary.
19. Subcontractor shall furnish, deliver, and install all finishes as specified in the Contract Documents.
20. Furnish and install all sleeving and hanger inserts for this Subcontractors' scope of work. Subcontractor shall provide any sleeves, core drilling, and/or patching and sealants that may be required to complete the scope of work of this Subcontract. A dimensional sleeve drawing shall be submitted for approval.
21. Firesafing/firestopping as required for penetrations. Furnish and install all required acoustic, vibration devices for the work of this Subcontract including, but not limited to, sound pads, putty pads, fire pads, smoke seals. This shall include all fire stopping and acoustical sealants and assemblies for openings in fire rated and/or acoustically rated walls and floors both empty and those containing penetrations such as conduit, raceways, and sleeves with a UL listed product and rated system. Subcontractor shall provide documentation for each UL system to be used and indicate on a drawing where these systems are located. Fire caulking: Detail to match the rating of pipe penetrating using a UL approved system. All subcontractors, including this subcontractor, will be required to use the products of the same manufacture. The first submitted and approved product data/submitted by submittal by the Architect's (from any Subcontractor) will be the basis for the selection of the manufacture as determined by Clark/Byrne. Clark/Byrne reserves the right to direct this subcontractor to use a specific firesafing/firestopping manufacturer at no additional cost to the subcontract.
22. Subcontractor will participate in and provide all labor for the performance and acceptance testing of the specified building systems which involves any portion of their work, including but not limited to fire and life safety systems, escalator systems, etc, for and in order to obtain Temporary Certification of Occupancy, Certificate of Occupancy, Beneficial Occupancy Certificates, and any other certificates required to comply with the Contract Document and /or the authorities having jurisdiction. This Subcontractor will be required to be present at all times during these tests.
23. Subcontractor shall turnover all escalator equipment upon successful State of Texas Safety Inspection and Escalator Certification. Subcontractor shall provide pre-inspection consultations to ensure successful passing of the initial State Inspection.

**EXCLUSIONS:**

1. Sump pit covers and grates. (by miscellaneous metals subcontractor)

EXHIBIT B

ALTERNATES:

At Clark/Byrne's, and/or the Owner's option, any of the following alternates may be included in this Subcontract by change order for the stated amount. The following alternates are contingent upon Owner approval and are included in accordance with the Contract Documents. The following prices include all related costs, overhead, profit and bond premiums:

1. **DEDUCT** from the work of this Subcontract, Insurance Premiums if CCIP Program is implemented. Reference Exhibit E for Specific Requirements.  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **)**.
2. **ADD** to the work of this Subcontract, a five-year Preventive Maintenance Agreement commencing upon completion of the one (1) year Warranty Maintenance per Specification Section 14240-1.08, C.  
**ADD** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **)** per month for sixty months, for a total of \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **)**.
3. **DELETE** from the work of this Subcontract, the one (1) year Warranty Maintenance per Specification Section 14240, paragraph 1.08, B.  
**DEDUCT** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **)**.



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

EXHIBIT C

**Qualifications, Assumptions & Exclusions**

05/02/08



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

### EXHIBIT C

#### **CLARIFICATIONS, ASSUMPTIONS AND EXCLUSIONS**

##### **Clarifications & Assumptions:**

1. The Construction Manager shall provide complete performance of the Work as detailed and described in the Drawings and Specification included with the GMP for this Package, except as specifically clarified or excluded in this Exhibit. Any future revisions to the Drawings and Specifications in upcoming Packages that change the scope of work included in this GMP shall be addressed in a Change Order to the City.
2. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes and ordinances, building codes, rules and regulations.
3. City acknowledges upon issuance of the Notice to Proceed that all existing utilities within the limits of construction for the Project will be abandoned, cut, capped, made safe, and/or demolished as shown on the Drawings and Specifications in time to meet Construction Manager's Schedule provided here within. City will provide written certification to Construction Manager of the above for each utility shown.
4. Construction Manager has not been provided with approved current detail schedules of separate Contracts and Work by the City as they relate or coordinate with the Work of this Package. The City acknowledges that the City has coordinated with the Construction Manager's Schedule and there will be no impact to the Project Schedule set forth in this GMP.
5. The City acknowledges that the Project 6 Contractor will provide the Terminal B temporary electrical service ductbank and transformer pad in time for City Public Service to complete their work and provide power to the Terminal B Project Site by June 30, 2008, as required by the Project Schedule set forth in this GMP.
6. The City acknowledges that the Project 6 Contractor will provide the permanent electrical ductbank leading servicing Terminal B as indicated in the Drawings.
7. Construction Manager is authorized to proceed with the installation of the temporary access road immediately following the Notice to Proceed.
8. Construction Manager is authorized to proceed with the jobsite mobilization and installation of the perimeter fencing immediately following the Notice to Proceed.
9. Construction Manager is authorized to proceed with taking possession of the Landmark Lease area immediately following the Notice to Proceed.



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. Construction Manager has called out an amount of \$215,040.00 for a five year maintenance period beyond the one year warranty period. ***This amount is not included in this GMP.*** The amount is reserved for the City and will be held until the expiration of the one year warranty. Should the City wish to act on this, it must contract directly with Kone, Inc. within the allotted time.

**Exclusions:**

1. Costs for utility impact fees, service fees, environmental fees or consumption costs. These services will be obtained through both new and existing utilities.
2. Costs for unforeseen conditions.
3. Costs for abatement and/or handling and disposal of hazardous materials of any kind including soil remediation and contaminated ground water.
4. All testing lab services.
5. Design Review Questions that remain unanswered are specifically excluded from this GMP.
6. Installation of temporary electrical service including the CPS transformer.
7. Structural Notes not applicable to the Work of this Package.
8. All temporary and permanent power.
9. All fire alarm, building controls, security and tele/data.
10. All mechanical, electrical, and plumbing related to this Package.
11. All structural and miscellaneous steel related to this Package.

**END OF DOCUMENT**

SAIA TERMINAL B ESTIMATE  
**GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL BREAKDOWN**  
**TERMINAL B - BID PACKAGE #3: ESCALATORS/ELEVATORS**

DATE: May 1, 2008

	GMP	
<b>SUBCONTRACTOR BID ITEMS</b>		
BID ITEM 1 ESCALATORS/ELEVATORS 5 YEAR MAINTENANCE	\$ 2,309,308	see Note 2
	not in GMP	
3% ESCALATION ON SUBCONTRACTORS BID ITEMS	n/a	
5% UNCERTAIN MARKET CONDITIONS	n/a	
<b>SUBTOTAL - SUB BID ITEMS</b>	<b>\$ 2,309,308</b>	
<b>SUBTOTAL - GCs + SUB BID ITEMS</b>	<b>\$ 2,309,308</b>	
CMR CONSTRUCTION CONTINGENCY	\$ 115,465	
OWNER'S CONTINGENCY	\$ 115,465	
<b>SUBTOTAL</b>	<b>\$ 2,540,239</b>	
2.2% CCIP INSURANCE (see note 1 below)	\$ 57,958	
<b>SUBTOTAL</b>	<b>\$ 2,598,197</b>	
0.15% LIABILITY INSURANCE (see note 1 below)	\$ 4,039	
<b>SUBTOTAL</b>	<b>\$ 2,602,236</b>	
0.36% BUILDERS RISK INSURANCE	\$ 6,605	
<b>SUBTOTAL</b>	<b>\$ 2,608,841</b>	
<b>OWNER'S ALLOWANCES</b>	n/a	
<b>SUBTOTAL - OWNER'S ALLOWANCES</b>	<b>\$ -</b>	
<b>SUBTOTAL - INCL. OWNER'S ALLOWANCES</b>	<b>\$ 2,608,841</b>	
3% CONSTRUCTION PHASE FEE	\$ 94,228	see Note 3
<b>SUBTOTAL</b>	<b>\$ 2,703,069</b>	
0.82% BOND	\$ 32,834	
<b>TOTAL GMP</b>	<b>\$ 2,735,903</b>	

Note 1 All insurance rates are quoted at current Contract insurance requirements.

Note 2 5 Year Maintenance is included as an Add Alternate to Elevator/Escalator Subcontract. Maintenance Contract must be executed with City of San Antonio. Costs for 5 Year Maintenance is NOT included in GMP. 5 Year Maintenance Contract Amount = \$215,040.00.

Note 3 Fee is Fixed per Reconciled Estimate.



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

**EXHIBIT E**

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

**Project / Package: Terminal B / Elevators/Escalators**

**GMP Amount \$ 2,735,903.00**

Subcontractor Name	SBEDA Proposed Utilization Contract Amount	Total % of GMP	SBE % of GMP	MBE % of GMP	WBE % of GMP	AABE % of GMP
<b>Joint Venture</b>						
Thos. S. Byrne	\$ 683,976	25.00%	-	√ 25.00%	-	-
<b>Clark/Byrne General Conditions</b>						
Thos. S. Byrne, Ltd.	\$ 25,359	0.93%	-	√ 0.93%	-	-
<b>TOTAL</b>	<b>\$ 709,335</b>	<b>25.93%</b> <b>\$ 709,335</b>	<b>0.00%</b> <b>\$ -</b>	<b>25.93%</b> <b>\$ 709,335</b>	<b>0.00%</b> <b>\$ -</b>	<b>0.00%</b> <b>\$ -</b>

\* The total local business impact (including non-SBEDA related Contractors) for the Terminal B - Elevator/Escalator Package equals 25.93% or \$709,335.00.

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



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