

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
AVIATION DEPARTMENT**

**TO:** Mayor and City Council  
**FROM:** Kevin C. Dolliole, Aviation Director  
**THROUGH:** Terry M. Brechtel, City Manager  
**COPIES:** J. Rolando Bono, Deputy City Manager  
**SUBJECT:** East Air Cargo Expansion Phase II at San Antonio International Airport  
**DATE:** March 4, 2004

**SUMMARY AND RECOMMENDATIONS**

- A. This ordinance authorizes the acceptance of the low qualified bid of Yantis Company in the amount of \$1,092,900.00 to provide construction services for Package 2 of the East Air Cargo Expansion Phase II, Project at San Antonio International Airport, authorizes construction contingencies not to exceed \$109,290.00, and authorizes the execution of the construction contract.
- B. This ordinance authorizes the amendment of the professional services contract with Professional Service Industries, Inc. (PSI) to provide construction and materials testing in connection with Package 2 of the East Air Cargo Expansion Phase II project in an amount not to exceed \$17,000.00. .

Staff recommends the approval of this ordinance.

**BACKGROUND INFORMATION**

On November 19, 1998, Ordinance No. 88831 was passed, approving a Professional Services Contract with Pape Dawson Engineers, Inc. to provide consulting services in connection with the East Air Cargo Facility Expansion Project at San Antonio International Airport. Scope of the project, to be completed in three packages, namely Package 1, the apron and taxilane for the large cargo aircraft, Package 2, the ramp and vehicular parking to support freight forwarding and operations, and Package 3, the common, singular ingress/egress road for multiple cargo tenants which will limit the number of access points along Wetmore Road as well as provide signalized control. Package 1 is complete and Package 3 is nearing completion of the design phase. This project is a component of the City's Five Year Capital Program and includes ramp and parking improvements.

Due to the lead time necessary to construct cargo apron and related facilities, it has been the City's policy to insure that ample cargo apron is available for expansion by our current tenants and for new cargo handlers and markets.

During the implementation of Package 1, United Parcel Service (UPS) presented a site plan for cargo handling facilities at the East Air Cargo Facility that requires specific vehicular parking and ramp improvements to support its operations. The vehicular parking is approximately 58,000 square feet in size and will accommodate approximately 120 vehicles. The ramp is approximately 100,000 square feet and will be used for small aircraft parking, sorting facilities and ground support equipment storage. This expansion will facilitate the relocation of UPS in support of the Terminal Expansion Project. UPS currently leases facilities on the west side of the airport that will be used for the partial replacement of the Remain Overnight Parking area displaced by the proposed Concourse B.

The project bids for this package were advertised November 13, 2003 with four (4) firms responding to provide construction services for the East Air Cargo Expansion Phase II Project. The bids ranged from a low of \$1,092,900.00 to a high of \$1,788,645.00. As consultants to the Project, Pape Dawson Engineers Inc. had estimated a probable construction cost of \$1,416,600.00. They, along with City staff, reviewed the bids and determined the Yantis Company bid to be the low qualified bid.

A portion of the ramp will be eligible for FAA funding with the exact amount to be determined upon completion of the construction phase. The cost of the ramp construction is estimated at \$300,000. Initial estimates indicate that approximately 30% of this work may be eligible for federal assistance. FAA Grant assurances require the use of a consultant to provide material and testing inspection. On March 8, 2001, Ordinance No. 93544 was passed in the amount of \$75,000.00 approving a professional services contract with Professional Services Industries, Inc. (PSI) Under this contract, PSI, Inc. has conducted material and testing of the first package of this expansion project. PSI has submitted a proposal to provide material and testing services for the Package 2 of the expansion project for a fee not to exceed \$17,000.00 which includes both ramp and vehicular parking. Members of City staff have reviewed the scope of work and the fees outlined in the proposal, and have determined that the fees presented are fair and reasonable.

### **POLICY ANALYSIS**

This proposed action continues the policy of expanding East Air Cargo at San Antonio International Airport and utilizing federal funding when available.

### **FISCAL IMPACT**

This proposed action requires no additional appropriations. Funding will be accomplished through the use of previously appropriated funds and excess funds from previous construction projects, which have been completed and finalized.

This ordinance authorizes the expenditure of these funds in an amount not to exceed \$1,219,190.00 for construction (\$1,092,900.00), testing (\$17,000.00) and contingent expenses (\$109,290.00). It is estimated that approximately \$300,000.00 will be eligible for federal funding at 75% (\$225,000.00).

## COORDINATION


This request for ordinance has been coordinated with the Public Works and Finance Departments, and the Office of Management & Budget.

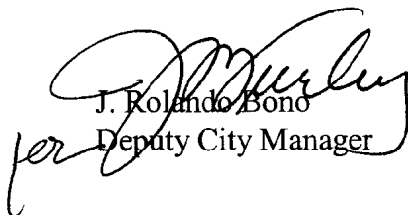
## SUPPLEMENTARY COMMENTS

The construction contract is not a discretionary contract and therefore an Ethics Disclosure form is not required from Yantis Company. A copy of the Ethics Disclosure from PSI is attached. Bids for this project were advertised November 13, 2003 with four (4) bidders responding. The bids were opened on December 17, 2003 and were as follows:


Yantis Company	\$1,092,900.00
Dayco Construction	\$1,282,010.50
Pronto Sandblasting	\$1,467,363.00
E-Z Bel Construction	\$1,788,645.00

The Economic Department has reviewed the list of subcontractors and approved the Good Faith Effort Plan submitted by Yantis Company. The contract provides for 180 calendar days or approximately 6 months to complete.

  
Kevin C. Dolliole  
Aviation Director

  
J. Rolando Bono  
Deputy City Manager

Approved:

  
Terry M. Brechtel  
City Manager

**City of San Antonio**  
**Discretionary Contracts Disclosure\***

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2*

*Attach additional sheets if space provided is not sufficient.*

*State "Not Applicable" for questions that do not apply.*

*\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, 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.*

**Disclosure of Parties, Owners, and Closely Related Persons**

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

**(1) the identity of any individual who would be a party to the discretionary contract:**

**Not Applicable**

**(2) the identity of any business entity that would be a party to the discretionary contract:**

**Professional Service Industries, Inc,  
Three Burwood Lane  
San Antonio, TX 78216**

**and the name of:**

**(A) any individual or business entity that would be a subcontractor on the discretionary contract:**

**None Proposed**

**and the name of:**

**(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract:**

**Parent Company: Bain Capital**

<sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(c) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

None

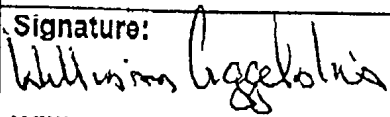
#### Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections by any individual or business entity whose identity must be disclosed under (1), (2), or (3) above. Indirect contributions by an individual include but are not limited to contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include but are not limited to contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
None		

#### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which reasonably understood raise a question as to whether any city official or employee would violate Section 11 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:  William Ciggelakis, P.E.	Title: Chief Engineer  Company: (PSI) Professional Service Industries, Inc.	Date: 2/13/04

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

THE CITY OF SAN ANTONIO

CALENDAR DAY  
CONTRACT  
(CDC)  
(Standard Form)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2004 by and between Yantis Company hereinafter called the "Contractor", and the City of San Antonio, Texas, hereinafter called the "City or the Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled:

East Air Cargo Expansion Phase II - Ramp and Parking Improvements at San Antonio International Airport.

Prepared by Pape-Dawson Engineers, Inc., acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in One Hundred Eighty (180) Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
\$1,000,001 or Over	\$700.00
\$ 750,001 to \$1,000,000	\$600.00
\$ 500,001 to \$ 750,000	\$500.00
\$ 250,001 to \$ 500,000	\$400.00
\$ 100,001 to \$ 250,000	\$300.00
\$ 50,001 to \$ 100,000	\$200.00
\$ 1 to \$ 50,000	\$100.00

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials: Three hundred sixty-three thousand nine hundred dollars Dollars, (\$ 363,900.00)

Services: Seven hundred twenty-nine thousand dollars Dollars, (\$ 729,000.00)

Total: One million ninety-two thousand, nine hundred dollars Dollars, (\$ 1,092,900.00)

Article 4. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Article VII of the General Conditions.

Article 5. Acceptance and Final Payment - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Article IX of the General Conditions.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and

supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

Article 6. The Contract Documents - This Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment, Performance and Extended Warranty Bonds, form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

DONE at San Antonio, Texas, on the day and year first written above.

CITY OF SAN ANTONIO

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

IN WITNESS WHEREOF, said Contractor has thoroughly read and understands this Agreement and the Contract Documents and the nature of this legal commitment and lawfully caused these presents to be executed by Contractor's legally authorized representative and does hereby deliver this legally binding instrument;

DONE at San Antonio, Texas, on the day and year first written above.

(Seal if Agreement is with Corporation)

**YANTIS COMPANY**

PO BOX 17045

SAN ANTONIO, TEXAS 78217

(210) 655-3780

Contractor

By: YANTIS CORPORATION, General Partner,

BY: \_\_\_\_\_

\_\_\_\_\_  
President

Title

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF TEXAS )

COUNTY OF BEXAR )

This instrument was acknowledged before me on this the 17th day of February 20 04  
by Thomas G. Yantis, President of Yantis, on behalf of said Partnership  
Corporation, General Partner of Yantis Company

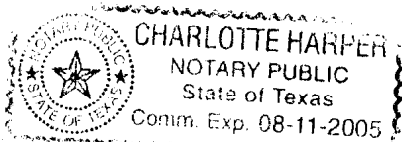
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
TEXAS

Charlotte Harper

NOTARY'S PRINTED SIGNATURE

8/11/2005

MY COMMISSION EXPIRES:



PAYMENT BOND

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

Know all men by these presents:

1. That we YANTIS COMPANY as Principal, and St. Paul Fire and Marine Insurance Company

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of \$1,092,900.00 for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said  
**YANTIS COMPANY**

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

**EAST AIR CARGO EXPANSION PHASE II - RAMP AND PARKING IMPROVEMENTS AT SAN ANTONIO  
INTERNATIONAL AIRPORT**

and for the performance and observance of diverse other matters and things in connection with said work, and, interalia, therein entered into covenants and agreements to promptly pay all persons supplying labor, materials and services in the prosecution of the work provided for in said contract; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation;

3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinances.

4. It is further understood that this obligation is incurred pursuant to Vernon's Annotated Civil Statutes, Article 5160, as amended and that this obligation is for the benefit and sole protection of all persons supplying labor and materials in the prosecution of said contract.

5. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this 17th  
day of February A.D. 2004.

6. The foregoing bond is approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**YANTIS COMPANY**

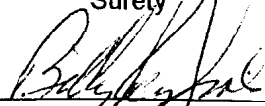
By: YANTIS CORPORATION, General Partner

By   
**THOMAS G. YANTIS, President**

\_\_\_\_\_  
City Manager

(SEAL)

St. Paul Fire and Marine Insurance Company  
Surety

By   
Billy Ray Jinks, Attorney-in-fact  
110 E. Crockett, San Antonio, TX 78205  
Address of Surety for Service Purposes



PERFORMANCE BOND

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

Know all men by these presents:

1. That we YANTIS COMPANY as Principal, and St. Paul Fire and Marine Insurance Company

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of \$1,092,900.00 for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

**YANTIS COMPANY**

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

**EAST AIR CARGO EXPANSION PHASE II - RAMP AND PARKING IMPROVEMENTS AT SAN ANTONIO  
INTERNATIONAL AIRPORT**

and for the performance and observance of diverse other matters and things in connection with said work; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation.

3. NOW THEREFORE, if Contractor, the principal party to this obligation shall faithfully construct and complete said structures, work and improvements, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose insofar as the same relate to or are incident to the construction and completion of said structures, work and improvements then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinance.

4. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this

17th day of February A.D. 2004.

5. The foregoing bond is approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**YANTIS COMPANY**

By: YANTIS CORPORATION, General Partner

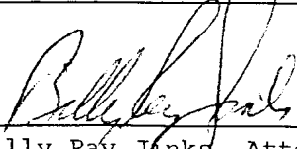
By   
Thomas G. Yantis, President

\_\_\_\_\_  
City Manager

Surety

(SEAL)

St. Paul Fire and Marine Insurance Company

By   
Billy Ray Jinks, Attorney-in-fact

110 E. Crockett, San Antonio, TX 78205  
Address of Surety for Service Purposes

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No.

21455

Certificate No.

1472172

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

**James L. Hayne, Donald N. Jordan, Jamie Harris, Billy Ray Jinks and Sandra J. Desbrow**

of the City of San Antonio, State Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.


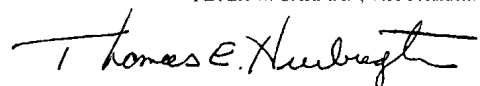
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 3rd day of September, 2002.

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland  
City of Baltimore

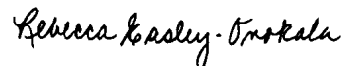
  
PETER W. CARMAN, Vice President  
  
THOMAS E. HUIBREGTSE, Assistant Secretary

On this 3rd day of September, 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.





REBECCA EASLEY-ONOKALA, Notary Public

# **St Paul Surety**

## **IMPORTANT NOTICE:**

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # 1-512-475-1771

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it to the following address:

Mailing Address: St. Paul Surety Claim  
P.O. Box 4689  
Federal Way, WA 98063-4689

Physical Address: St. Paul Surety Claim  
31919 First Avenue South  
Suite 100  
Federal Way, WA 98003

You may also contact the St. Paul Surety Claim office by telephone at:

Telephone Number: 1-253-945-1545

## **PREMIUM OR CLAIM DISPUTES:**

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

## **ATTACH THIS NOTICE TO YOUR BOND:**

This notice is for information only and does not become a part or condition of the attached document.

THE CITY OF SAN ANTONIO

CALENDAR DAY  
CONTRACT  
(CDC)  
(Standard Form)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2004 by and between Yantis Company hereinafter called the "Contractor", and the City of San Antonio, Texas, hereinafter called the "City or the Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled:

East Air Cargo Expansion Phase II - Ramp and Parking Improvements at San Antonio International Airport.

Prepared by Pape-Dawson Engineers, Inc., acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in One Hundred Eighty (180) Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
\$1,000,001 or Over	\$700.00
\$ 750,001 to \$1,000,000	\$600.00
\$ 500,001 to \$ 750,000	\$500.00
\$ 250,001 to \$ 500,000	\$400.00
\$ 100,001 to \$ 250,000	\$300.00
\$ 50,001 to \$ 100,000	\$200.00
\$ 1 to \$ 50,000	\$100.00

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials: Three hundred sixty-three thousand nine hundred dollars Dollars, (\$ 363,900.00)

Services: Seven hundred twenty-nine thousand dollars Dollars, (\$ 729,000.00)

Total: One million ninety-two thousand, nine hundred dollars Dollars, (\$ 1,092,900.00)

Article 4. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Article VII of the General Conditions.

Article 5. Acceptance and Final Payment - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Article IX of the General Conditions.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and

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Article 6. The Contract Documents - This Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment, Performance and Extended Warranty Bonds, form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

DONE at San Antonio, Texas, on the day and year first written above.

CITY OF SAN ANTONIO

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

IN WITNESS WHEREOF, said Contractor has thoroughly read and understands this Agreement and the Contract Documents and the nature of this legal commitment and lawfully caused these presents to be executed by Contractor's legally authorized representative and does hereby deliver this legally binding instrument;

**YANTIS COMPANY**  
**PO BOX 17045**  
**SAN ANTONIO, TEXAS 78217**  
**(210) 655-3780**

DONE at San Antonio, Texas, on the day and year first written above.

(Seal if Agreement is with Corporation)

\_\_\_\_\_  
Contractor  
By: **YANTIS CORPORATION** General Partner  
BY: \_\_\_\_\_  
\_\_\_\_\_  
Title

ATTEST:

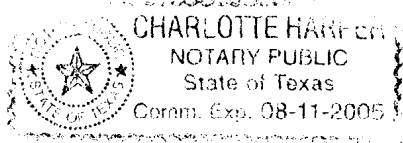
\_\_\_\_\_  
Secretary

STATE OF TEXAS )

COUNTY OF BEXAR )

This instrument was acknowledged before me on this the 17th day of February 2004  
by Thomas G. Yantis, President of Yantis on behalf of said Partnership  
Corporation, General Partner of Yantis Company

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
TEXAS



Charlotte Harper  
NOTARY'S PRINTED SIGNATURE  
8/11/2005  
MY COMMISSION EXPIRES:

**REVISED BUDGET**  
**FUND NO. 26-058, PROJECT NO. 058068**  
**EAST AIR CARGO EXPANSION SITE EVALUATION AND APRON EXPANSION PHASE 2**

INDEX NUMBER	DESCRIPTION	CURRENT BUDGET	REVISION	REVISED BUDGET
	<b>REVENUES</b>			
029249	FAA GRANT 3-18-0192-38	\$4,480,092.00	\$0.00	\$4,480,092.00
102137	TRANSFER FROM FUND NO. 51-007011	\$135,424.54	\$0.00	\$135,424.54
104976	TRANSFER FROM FUND NO. 51-013125	\$1,755,869.19	\$0.00	\$1,755,869.19
	TOTALS	\$6,371,385.73	\$0.00	\$6,371,385.73
	<b>EXPENDITURES</b>			
552075	CONSULTING SERVICES	\$245,275.27	\$0.00	\$245,275.27
552083	CONTINGENT EXPENSES	\$23,700.00	\$0.00	\$23,700.00
552216	CONSULTING SERVICES LEASEHOLD	\$115,840.49	\$0.00	\$115,840.49
552224	CONTINGENT EXPENSES LEASEHOLD	\$11,584.05	\$0.00	\$11,584.05
552091	ADMINISTRATIVE	\$14,000.00	\$0.00	\$14,000.00
555185	CONSTRUCTION CONTRACT	\$4,408,042.50	\$0.00	\$4,408,042.50
556076	CONSTRUCTION CONTINGENCIES	\$372,557.75	(\$321,353.15)	\$51,204.60
558759	CONSTRUCTION CONTRACT LEASEHOLD	\$0.00	\$1,092,900.00	\$1,092,900.00
558841	CONSTRUCTION CONTINGENCIES LEASEHOLD	\$0.00	\$109,290.00	\$109,290.00
556084	INSPECTION SERVICES	\$110,002.64	\$0.00	\$110,002.64
556092	TESTING SERVICES	\$77,000.00	\$0.00	\$77,000.00
558940	UNALLOCATED EXPENDITURES	\$993,383.03	(\$880,836.85)	\$112,546.18
	TOTALS	\$6,371,385.73	\$0.00	\$6,371,385.73

FUND ONLY  
INDEX CODE: 000328

ACTIVITY: 33-02-01

January 6, 2004

City of San Antonio  
Department of Aviation  
9800 Airport Blvd.  
San Antonio, Texas 78216

Attn: Susan St. Claire

Re: Proposal for Construction Materials  
Testing and Inspection  
East Air Cargo Expansion-Phase II  
San Antonio, Texas  
PSI Proposal No.: 311-4001

Dear Mrs. Susan St. Claire,

Professional Service Industries, Inc. (PSI) is pleased to provide the following proposal for Construction Materials Testing and Inspection for the *East Air Cargo Expansion-Phase II* in *San Antonio, Texas*. PSI proposes to provide experienced technical personnel to perform the testing as per your request.

On the basis of a review of the project plans, specifications, and scope of work requested, PSI's experience and the PSI Schedule of Services and Fees, we estimate the cost for our services to be on the order of \$ 17,000.00. Copies of the PSI General Conditions are enclosed herewith and incorporated to this proposal. PSI's fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed.

If a not to exceed or total cost is required, we recommend a brief meeting or discussion with the project engineers and superintendent to define the project schedule and testing frequencies. It has been our experience that a brief meeting prior to the project is the most effective way to reduce and control the testing costs.

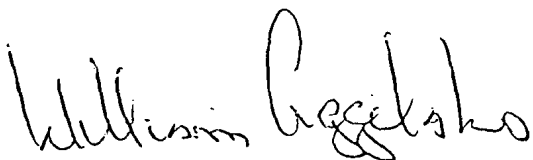
PSI will proceed with the work on the basis of the City's authorization; however, please sign and return one (1) copy of this proposal intact. PSI can not issue any reports until a signed copy of the proposal or alternate form of contract is received. When returning the proposal, please complete the attached Project Data Sheet, authorizing report distribution, so that your file can be properly established.

ATTACHMENT 1

City of San Antonio  
PSI Proposal No. 311-4001  
January 6, 2004  
Page Two of Eight

PSI appreciates the opportunity to offer its services to your project and looks forward to working with you during the construction phase. You will be contacted within five days to answer any questions you may have concerning this proposal and the services that PSI can provide your project.

Respectfully submitted,  
PROFESSIONAL SERVICE INDUSTRIES, INC.



William Ciggelakis, P.E.  
Chief Engineer

Edward E. Pruske  
Business Development Manager

Attachments:      Estimated Project Testing Services  
                         Estimate of Fee for Testing  
                         Project Data Sheet  
                         Schedule of Services & Fees  
                         General Conditions

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

WC/EEP/bmm  
Shared/CS-Proposal/4001





City of San Antonio  
PSI Proposal No. 311-4001  
January 6, 2004  
Page Three of Eight

ESTIMATED PROJECT TESTING SERVICES

City of San Antonio Pavement Area

<u>ITEM</u>	<u>UNITS</u>	<u>ESTIMATED TEST UNITS</u>
Subgrade	4,450 S.y. 40,000 S.F.	1 day 8 density tests 1 Proctor
Utility Storm Pipe	100 L.F.~10 ft deep	3 site visits 9 density tests
Concrete Rip Rap	1254 S.y. 175 C.Y.	2 site visits 8 cyls
Sidewalk	52 S.y.	1 site visit 4 cyls
Paving	4450 S.y. 750 C.Y.	3 days 32 cyls
Retaining wall (4 to 10 ft high)	540 L.F. 290 C.Y.	8 site visits 32 cyls



FAA Pavement Area

	Material Quantities	Estimated Test Units
Subgrade Testing	9,800 S.y. 88,200 S.F.	2 days 1 proctor 10 density tests
CTB Testing	9,820 S.y. 10 lots 40 sub-lots	3 days ✓ <del>800</del> CTB Samples 40 density tests 1 proctor
Concrete Testing	9,765 S.y. 2,450 C.Y. 10 lots 40 sub-lots	6 days 80 flex beams 40 core measurements

Bl  
1/6/04

**ESTIMATE OF FEE FOR TESTING SERVICES**  
**PER PROJECT SPECIFICATIONS**

**SOILS**

2 Proctors @ \$ 140.00/each .....	\$ 280.00
2 Atterberg Limits @ \$ 45.00/each .....	\$ 90.00
Technician 3 days x 8hrs @ \$ 36.00/hour .....	\$ 864.00
Technician 3 visits x 3hrs @ \$ 36.00/hour.....	\$ 324.00
Vehicle 3 days @ \$ 30.00/day .....	\$ 90.00
Vehicle 3 half days @ \$ 20.00/day.....	\$ 60.00
Density Tests 27 tests @ \$ 10.00/each.....	\$ 270.00
SUBTOTAL .....	\$ 1,708.00

**CTB**

1 Proctor @ \$ 140.00/each .....	\$ 140.00
Technician 3 days x 8hrs @ \$ 36.00/hour .....	\$ 864.00
Density Tests 40 tests @ \$ 10.00/each.....	\$ 400.00
CTB Molded Strength/Unit Weight 80 @ \$ 40.00/each.....	\$ 3,200.00
SUBTOTAL .....	\$ 4,604.00

**CONCRETE**

Field Technician 9 days x 8hrs @ \$ 36.00/each .....	\$ 2,592.00
Field Technician 11 visits x 4hrs @ \$ 36.00/each.....	\$ 1,584.00
Sample pick-ups 20 visits x 3hrs @ \$ 34.00/hour .....	\$ 2,160.00
Vehicle 9 days @ \$ 30.00/day .....	\$ 270.00
Vehicle 11 half days @ \$ 20.00/day .....	\$ 220.00
Flexural Strength Beams 80 @ \$ 25.00/each .....	\$ 2,000.00
Measurement of Cores 40 @ \$ 20.00/each .....	\$ 912.00
SUBTOTAL .....	\$ 10,538.00

ESTIMATED TOTAL ..... \$ 16,850.00



City of San Antonio  
PSI Proposal No. 311-4001  
January 6, 2004  
Page Six of Eight

**PROFESSIONAL SERVICE INDUSTRIES, INC.**  
**Schedule of Services and Fees \* Construction Materials Testing**  
**Effective January 1, 2004**

**LABORATORY TESTING SERVICES**

**Concrete and Aggregates**

Concrete Compression Test (including hold cylinders), each .....\$ 12.00  
Concrete Flexural Test (including hold beams), each.....\$ 25.00

**Soils**

Moisture/Density relationship of soils (Standard or Modified Proctor), each.....\$140.00  
Atterberg Limits Determination (PI), each .....\$ 45.00  
Sieve Analysis ASTM C136, each .....\$ 55.00  
Percent Passing #200 sieve, each .....\$ 45.00

**Asphaltic Concrete Testing**

Extraction and Gradation, each .....\$150.00  
Molding Specimens, per set of 3 .....\$ 65.00  
Density of Specimens, per set 3 .....\$ 45.00  
Stability, per set of 3 .....\$ 75.00  
Density and Thickness of Asphalt Cores, each .....\$ 30.00  
Theoretical Specific Gravity .....\$ 70.00

**Steel**

Yield Testing of Existing Coupons, each.....\$ 45.00  
Cutting of Coupons for Yield Test, each .....\$ 75.00

**Field Testing Services**

Engineering technician to perform:

- a. Field density testing
- b. Field concrete inspection
- c. Field asphalt inspection
- d. Field sampling and sample pick-up
- e. Concrete or asphalt coring

Engineering technician, Per hour .....\$ 36.00  
Nuclear Density Gauge, Per test .....\$ 10.00  
Coring rig, Per day .....\$ 75.00  
Bit recovery, Per inch.....\$ 5.00



City of San Antonio  
PSI Proposal No. 311-4001  
January 6, 2004  
Page Seven of Eight

**Field Testing Services (cont.)**

Senior engineering technician to perform:

- a. Pier or Footing Inspection
- b. Concrete or asphalt batch plant inspection
- c. Reinforcing steel or post-tension inspection
- d. Masonry inspection
- e. Bolt inspection

Senior engineering technician, Per hour .....\$ 40.00

AWS Certified Welding Inspector to perform visual weld inspection:

CWI, per hour.....\$ 55.00

**ENGINEERING SERVICES**

Engineering services for report review, test evaluation, contract administration, supervision of laboratory and field personnel, and consultation.

- a. Project Management, per hour .....\$ 70.00
- b. Professional Engineer, Per hour .....\$ 90.00

**Remarks**

All hours are portal to portal from Three Burwood Lane in San Antonio, Texas. Fractions of hours will be billed as whole hours. Technician rates will be billed at 3 hour minimum.

Overtime is classified as all hours worked over eight (8) hours per day and hours worked after 5:00 p.m. weekdays and any hours worked on Saturdays, Sundays or holidays. Overtime will be invoiced at 1.5 times the standard fee.

Project Management to schedule and supervise personnel and evaluate and review reports is included in the hourly rate.

Laboratory testing other than concrete compression test requiring overtime, weekend or holiday work will be invoiced at applicable test rate plus technician overtime charges.

Services and fees not listed will be quoted upon request.

A transportation charge at \$ 30.00 per day and \$20.00 per half day will apply for all field work.



## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.
3. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
4. **ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work hereunder, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
6. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. PSI has no right or duty to stop the contractor's work.
7. **SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.
8. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
9. **WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD PSI OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER.

10. **INDEMNITY:** Subject to the foregoing limitations, PSI agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of PSI's negligence to the extent of PSI's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
11. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.
12. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
13. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
14. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**REVISED BUDGET**  
**FUND NO. 26-058, PROJECT NO. 058068**  
**EAST AIR CARGO EXPANSION SITE EVALUATION AND APRON EXPANSION PHASE 2**

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FUND ONLY  
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ACTIVITY: 33-02-01