

AVIATION	
BUDGET & RESEARCH	1
BUILDING INSPECTIONS	
BUILDING INSPECTIONS-HOUSE NUMBER	
CITY WATER BOARD	
CITY ATTORNEY	
COMMERCIAL RECORDER	
CONVENTION & VISITORS BUREAU	
CONVENTION FACILITIES	
ECONOMIC & EMPLOYMENT DEVELOPMENT	
EQUAL EMPLOYMENT OPPORTUNITY	
FINANCE DIRECTOR	
ASSESSOR	
CONTROLLER	1
TREASURY DIVISION	
GRANTS	
INTERNAL AUDIT	
RISK MANAGEMENT	
FIRE DEPARTMENT	
HUMAN RESOURCES & SERVICES	
INFORMATION RESOURCES	
LIBRARY	
MARKET SQUARE	
METROPOLITAN HEALTH DISTRICT	
MUNICIPAL COURTS	
PARKS & RECREATION	
PERSONNEL	
PLANNING	
POLICE DEPARTMENT	
PUBLIC UTILITIES	
PUBLIC WORKS	1
ENGINEERING	
CENTRAL MAPPING	
REAL ESTATE	
TRAFFIC ENGINEERING	
PURCHASING & GENERAL SERVICES	
WASTEWATER MANAGEMENT	1
ZONING ADMINISTRATION	
SPECIAL PROJECTS - CITY MANAGER	

ITEM NO. 53
DATE: OCT 3 1985

MEETING OF THE CITY COUNCIL
MOTION BY: Dutmer SECONDED BY: Hasslocher

ORD. NO. 61562 ZONING CASE _____

RESOL. _____ PETITION _____

	ROLL CALL	AYES	NAYS
MARIA BERRIOZABAL PLACE 1		✓	
JOE WEBB PLACE 2		✓	
HELEN DUTMER PLACE 3		✓	
FRANK D. WING PLACE 4		absent	
WALTER MARTINEZ PLACE 5		✓	
BOB THOMPSON PLACE 6		absent	
YOLANDA VERA PLACE 7		✓	
G.E. HARRINGTON PLACE 8		✓	
VAN ARCHER PLACE 9		absent	
JAMES C. HASSLOCHER PLACE 10		✓	
HENRY G. CISNEROS PLACE 11 (MAYOR)		✓	

85-56

EPW:lmc
10/2/85

AN ORDINANCE **61562**

APPROPRIATING FUNDS AND AUTHORIZING THE CITY MANAGER
TO EXECUTE FIELD ALTERATION #3 IN THE AMOUNT OF \$6,797,455.00
PAYABLE TO VOSS INTERNATIONAL CORPORATION FOR THE DOS
RIOS W.W.T.P., CONTRACT 2

WHEREAS, in the ongoing Wastewater Facilities Improvements Program is the construction of the Dos Rios Wastewater Treatment Plant, being Category I, Step 3 (Construction) in the Program; and

WHEREAS, the design/construction of the Dos Rios WWTP are scheduled in the order of the following phases:

- Contract 1- Administration Building, O & M Facility & Access Roads;
- Contract 2- Primary Treatment Facilities & Equipment;
- Contract 3- Secondary Treatment Facilities & Equipment;
- Contract 4A- Advanced Secondary Treatment Facilities & Equipment;
- Contract 5- Solids Handling Facilities & Equipment; and

WHEREAS, the construction contract for the Contract 2 phase above was awarded to Voss International Corporation in Ordinance No. 59645 passed October 25, 1984; and

WHEREAS, to shorten the construction period for the Contract 4A Phase the City wishes to have performed in the ongoing Contract 2 Phase the following work:

Mass excavation, foundation treatments (lime slurry pressure injection and placement of select backfill), sub-grade preparation, dewatering and erosion control of the second stage Aeration-Settling Tanks, Return Pump Station and final effluent filters, including ancillary mechanical and electrical work; and

WHEREAS, Voss International Corporation has proffered to perform the above work work for the cost of \$6,797,455.00 under its contract; NOW THEREFORE:

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

SECTION 1. The City Manager is authorized to execute Field Alteration No. 3 in the amount of \$6,797,455.00 to the contract with Voss International Corporation authorized in Ordinance No. 59645 passed on October 25, 1984, for construction of the Contract 2 Phase of the ongoing Dos Rios WWTP Improvements Project. The field alteration encompasses a portion of the work programmed for the Contract 4A Phase of the project described above. A copy of the field alteration is set out in Attachment I.

SECTION 2. The sum of \$6,797,455.00 is appropriated in the Sewer Revenue Bonds Fund to the Dos Rios WWTP Contract 2 Project No. 52-009087, and therein to Expenditure Account Index No. 498568 (Construction Contract), and said sum is authorized to be paid to Voss International Corporation for the above work under Field Alteration No. 3.

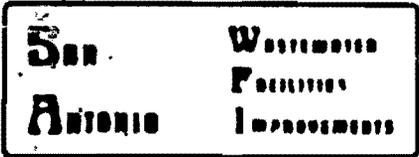
PASSED AND APPROVED this 3rd day of October, 1985.

Henry Cisneros
MAYOR

ATTEST: *Norm S. Rodriguez*
CITY CLERK

APPROVED AS TO FORM: *Tom Finlay*
CITY ATTORNEY

85 - 56



RECEIVED VOSS INT. SEP 16 1985

CHANGE ORDER

CHANGE ORDER NUMBER 3
PROJECT NAME Dos Rios Contract #2
PROJECT NO. 52-009087

DATE September 13, 1985

The following changes are hereby made a part of the Contract Documents:
Excavation, sub-grade preparation, dewatering and erosion control of the second stage Aeration-Settling Tanks, Return Sludge Pump Station and final effluent filters including ancillary mechanical and electrical work. See ATTACHMENT #1 for additional requirements and changes.

Justification: To prepare for start of Construction of Dos Rios Contract 4A, second stage Aeration-Settling Tanks and final effluent filters. Completion of this work prior to the planned start date of Contract 4A helps assure compliance with the mandated time table for meeting effluent quality discharge standards established by Regulatory Agencies.

Justification:

The Contract completion time will be (increased)(decreased) 0 calendar days.

Original Contract Amount	\$ <u>48,627,700.00</u>	Original Contingency Funds	\$ <u>9,228,840.00</u> ⁽¹⁾
Cost of Previously Approved Change Orders	\$ <u>14,454.44</u> ⁽²⁾	Adjustments Due to Previously Approved Change Orders	\$ <u>14,454.44</u> ⁽²⁾
Cost of this Change Order	\$ <u>6,797,455.00</u>	This Change Order Adjustment	\$ <u>6,797,455.00</u>
New Contract Amount	\$ <u>55,439,609.44</u>	Contingency Fund Balance	\$ <u>2,416,930.56</u>

(1) Presumes a fund transfer to this contingency fund in the amount of \$6,797,455.00
(2) Includes pending Change Order #2 in the amount of \$8,474.44.

This Change Order is Acceptable.

Contractor Voss International Corporation
By [Signature]
Title Project Manager Date 9-16-85

Recommended:

[Signature]
Department of Wastewater Management

[Signature] 9-16-85
Construction Manager
[Signature] 9/16/85
Engineer

Professional Fee () Eligible () Ineligible

Approved:

Approved:

ATTACHMENT I

City Manager _____ Date _____

Director of Public Works _____ Date _____

ATTACHMENT #1
CHANGE ORDER #3
DOS RIOS CONTRACT #2
PROJECT #52-009087

The work to be completed under this Change Order is shown on Drawings numbered SK-G-43, 44, 45 and 46 as revised and will be completed in accordance with the stipulations noted below.

The work included in the Change Order must be completed within 111 calendar days beginning September 27, 1985, with completion required on or before January 15, 1986.

The Contract requirements which do not permit work between the hours of 6:00 p.m. and 7:00 a.m., or on Sundays and Holidays are deleted for that portion of work to be completed under this Change Order for the duration of 111 calendar days beginning September 27, 1985, and ending January 15, 1986, inclusive. Work hours and work days will be at the Contractors convenience.

The Contract requirements that the Contractor have the ability to pass flow through to the Medina River via the outfall structure by January 1, 1987, and the ability to provide chlorination capacity for a minimum of 10 MGD primary effluent by February 1, 1987, are both changed to May 1, 1987, for the following portions of work only: The Intermediate Effluent Channel, excluding the pipe gallery cross-over tunnel, from approximately the East coordinate 4901.45 to approximately the East coordinate 5952.87. The pipe gallery cross-over must be completed by February 1, 1986.

The Contractor will notify the ENGINEER twenty-four (24) hours in advance when inspection and or testing services to be furnished by the Engineer are needed.

The time for completion of this work, 111 calendar days, includes twenty (20) calendar days that the Contractor will not be able to perform at least twelve (12) hours of work within a twenty-four (24) hour period due to non-acceptable site conditions. Should actual conditions experienced exceed the twenty (20) days allowance, an equitable adjustment in the time of completion will be negotiated.

Should the Contractor utilize Rabel Road for ingress or egress from the site, the Contractor must perform maintenance and dust control as required by the ENGINEER.

The Contractor is responsible for all dewatering and erosion control to prevent water and deleterious matter entering the work area and to prevent sloughing of embankments. Any accumulation of water must be removed and any sloughing of embankments must be repaired prior to final acceptance of the work. The Contractor must maintain the dewatering and erosion control system(s) until January 31, 1986.

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

KNOW ALL MEN BY THESE PRESENTS:

1. That we **Voss International Corporation**
10255 Richmond Avenue
Houston, Texas 77042

as Principal, and

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 \$48,627,700 for the 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

VOSS INTERNATIONAL CORPORATION
10255 Richmond Avenue
Houston, Texas 77042

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

DOS RIOS FACILITY, CONTRACT 2; First Stage Facilities

and for the performance and observance of divers 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 6th day of November, A. D., 19 84

5. The foregoing bond is approved and accepted this

15th day of November 19 84.
[Signature]
(City Manager)

VOSS INTERNATIONAL CORPORATION
[Signature] Vice President
Contractors and Principals.
By _____
Agent

(SEAL)

Insurance Company of North America
Sureties.
By [Signature]
Rhoda Moore Agent Attorney-in-Fact
1775 St. James Pl., Houston, TX 77001
Address of Surety for Service Purposes

PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

1. That we Voss International Corporation
10255 Richmond Avenue
Houston, Texas 77042
as Principal, and

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 _____ for the 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

VOSS INTERNATIONAL CORPORATION
10255 Richmond Avenue
Houston, Texas 77042

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

DOS RIOS FACILITY, CONTRACT 2; First Stage Facilities

and for the performance and observance of divers 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 seal of any incorporated surety hereon this 6th day of November, A. D., 19 84

6. The foregoing bond is approved and accepted this 15th day of November 19 84.

[Signature]
City Manager.

VOSS INTERNATIONAL CORPORATION
[Signature] Vice President
Contractors and Principals.

Insurance Company of North America
Surety.

By *[Signature]*
Agent (attach evidence of authority of attorney-in-fact)
Rhoda Moore
1775 St. James Pl., Houston, TX 77001

Address of Surety for Service Purposes

(SEAL)

POWER OF ATTORNEY

Insurance Company of North America
a CIGNA company



Know all men by these presents: That **INSURANCE COMPANY OF NORTH AMERICA**, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

"RESOLVED, That pursuant to Articles 3.18 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto, and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977."

does hereby nominate, constitute and appoint **J. HOWARD JONES, JANE H. LAMPTON, PATRICIA M. HARRIS, RHODA MOORE, HARRY E. DAVIS and MAX TRAMMELL**, all of the City of Houston, State of Texas-----

-----, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said H.F. McCranie, Jr., Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 1st day of August 19 84



INSURANCE COMPANY OF NORTH AMERICA

by H. F. McCranie, Jr.
H. F. McCRANIE, JR., Vice-President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 1st day of July, A.D. 1984, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came H.F. McCranie, Jr., Vice-President of the

INSURANCE COMPANY OF NORTH AMERICA to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

(SEAL)

LETITIA H. CLARK
Notary Public, Phila., Phila. County
My Commission Expires August 22, 1987

Letitia H. Clark
LETITIA H. CLARK Notary Public

I, the undersigned, Secretary of **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 6th day of November 19 84

(SEAL)



James S. Wyllie
James S. Wyllie Secretary

THIS DOCUMENT PRINTED ON RED BACKGROUND

[Handwritten mark]

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO Request For Ordinance/Resolution	For CMO use only	
Approval			Date Considered	
Finance	Budget		Consent <input type="checkbox"/>	Individual <input type="checkbox"/>
Legal	Coordinator		Item No.	Est. No.

Date: September 18, 1985	Department: Wastewater Management	Contact Person/Phone # David J. Lugo 299-8348
Date Council Consideration Requested: October 3, 1985	Deadline for Action:	Dept. Head Signature: <i>[Signature]</i>

SUMMARY OF ORDINANCE

FIELD ALTERATION - DOS RIOS WASTEWATER TREATMENT PLANT, CONTRACT 2

This Ordinance appropriates funds and authorizes the City Manager to execute Field Alteration #3 in the amount of \$6,797,455.00, payable to Voss International Corporation, a non-minority contractor, for the Dos Rios W.W.T.P., Contract 2.

This Field Alteration will provide for mass excavation, foundation treatments (lime slurry pressure injection and placement of select backfill), sub-grade preparation, dewatering and erosion control of the second stage Aeration-Settling Tanks, Return Sludge Pump Station and final effluent filters including ancillary mechanical and electrical work. The Field Alteration advances construction of work which would have been performed as a part of Contract 4A.

The contract for the construction of this project was awarded to Voss International by Ordinance No. 59645, dated October 25, 1984.

It is recommended that this Ordinance be approved.

Council Memorandum Must Be Attached To Original

Other Depts., Boards, Committees Involved (please specify):

Contract signed by other party
 Yes No

FISCAL DATA (If Applicable)	Budgetary Implications						
Fund No. <u>52</u> Amt. Expended <u>\$6,797,455.00</u>	Funds/Staffing Budgeted Yes <input type="checkbox"/> No <input type="checkbox"/>						
Activity No. <u>52-01-01</u> SID No. _____	Positions Currently Authorized _____						
Index Code <u>*</u> Project No. <u>009087</u>	Impact on future O & M _____						
Object Code <u>05-378</u>	If positions added, specify class and no. _____						
Comments: <table border="0"> <tr> <td style="padding-right: 20px;">* <u>Index Code</u></td> <td><u>Description</u></td> </tr> <tr> <td>498568</td> <td>Construction Contract</td> </tr> <tr> <td>498964</td> <td>Construction Contingency</td> </tr> </table>	* <u>Index Code</u>	<u>Description</u>	498568	Construction Contract	498964	Construction Contingency	_____ _____ _____
* <u>Index Code</u>	<u>Description</u>						
498568	Construction Contract						
498964	Construction Contingency						

Coordinator — White
 Legal — Green
 Budget — Canary
 Finance — Pink
 Originator — Gold

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

AGENDA ITEM NO. 53

TO: City Council

FROM: Director of Wastewater Management

COPIES TO: Budget and Research, Finance, Legal, File

SUBJECT: FIELD ALTERATION - DOS RIOS WASTEWATER TREATMENT PLANT, CONTRACT 2

Date September 18, 1985SUMMARY AND RECOMMENDATION:

This Ordinance appropriates funds and authorizes the City Manager to execute Field Alteration #3 in the amount of \$6,797,455.00, payable to Voss International Corporation, a non-minority contractor, for the Dos Rios W.W.T.P., Contract 2.

This Field Alteration will provide for mass excavation, foundation treatments (lime slurry pressure injection and placement of select backfill), sub-grade preparation, dewatering and erosion control of the second stage Aeration-Settling Tanks, Return Sludge Pump Station and final effluent filters including ancillary mechanical and electrical work. The Field Alteration advances construction of work which would have been performed as a part of Contract 4A.

The contract for the construction of this project was awarded to Voss International by Ordinance No. 59645, dated October 25, 1984.

It is recommended that this Ordinance be approved.

POLICY ANALYSIS:

This project is in line with previous Council action and the City's policy to maintain and upgrade the Wastewater Treatment Facilities of San Antonio and is in accordance with the City's projected Capital Improvements Program.

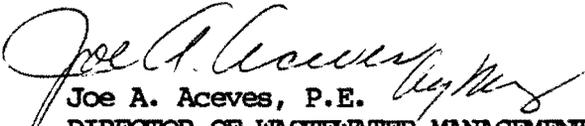
FINANCIAL IMPACT:

This is a one-time Capital Improvement expenditure. Funds are to be appropriated in the amount of \$6,797,455.00 from the Sewer Bond Fund to Project No. 52-009087, Expenditure Account Index No. 498964 (Construction Contingency) and transfers said amount to Expenditure Account Index No. 498568 (Construction Contract) and authorizes payment to Voss International Corporation for Field Alteration #3. The remaining balance in the contingency is \$2,416,930.56.

SUPPLEMENTARY COMMENTS:

Approval of this Ordinance will allow preparation for and potentially shortening of the construction period for Contract 4A. The Environmental Protection Agency, as a requirement of the Construction Grants Program, has mandated a schedule for completion of construction for Contract 4A. It is expected that Ordinance approval will assist in an expeditious completion of construction Contract 4A and will result in an overall savings in time and expenditures.

The Field Alteration will not require an increase in working days.


Joe A. Aceves, P.E.
DIRECTOR OF WASTEWATER MANAGEMENT

JAA:jac

Attachment

APPROVED:


Louis J. Felt
CITY MANAGER