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ITEM NO. 34
 DATE: FEB 6 1986

MEETING OF THE CITY COUNCIL

MOTION BY: Dutmer SECONDED BY: Webb

ORD. NO. 62288 ZONING CASE _____

RESOL. _____ PETITION _____

	ROLLCALL	AYES	NAYS
MARIA BERRIOZABAL PLACE 1		✓	
JOE WEBB PLACE 2		✓	
HELEN DUTMER PLACE 3		✓	
FRANK D. WING PLACE 4		✓	
WALTER MARTINEZ PLACE 5		<i>absent</i>	
BOB THOMPSON PLACE 6		ABSENT	
YOLANDA VERA PLACE 7		✓	
G.E. HARRINGTON PLACE 8		✓	
WEIR LABATT PLACE 9		✓	
JAMES C. HASSLOCHER PLACE 10		✓	
HENRY G. CISNEROS PLACE 11 (MAYOR)		✓	

86-06

PB:cm
02/06/86

AN ORDINANCE **62288**

ACCEPTING THE BID OF FRU-CON CONSTRUCTION CORP. IN THE AMOUNT OF \$42,498,000.00 FOR THE CONSTRUCTION OF THE DOS RIOS WASTEWATER TREATMENT PLANT CONTRACT NO. 4-A; PROVIDING A CONTINGENCY; APPROPRIATING FUNDS; APPROVING A CONTRACT; AND PROVIDING A CONTRACT.

* * * * *

WHEREAS the construction phase of the Dos Rios Wastewater Treatment Plant Project in the ongoing Wastewater Facilities Improvements Program is scheduled in the order of 5 phases of work identified as Contracts 1,2,3,4-A & 5 and letting of the construction contract and related construction-phase engineering and project management contracts on Contract 4-A: Advanced Secondary Treatment Facilities & Equipment, is now ready; NOW THEREFORE:

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

SECTION 1. The low, qualified bid of Fru-Con Construction Corporation in the amount of \$42,498,000.00 to perform Contract 4-A: Advanced Secondary Treatment Facilities & Equipment at the Dos Rios Wastewater Treatment Plant, being Category I, Step 3, Contract 4-A of the ongoing Wastewater Facilities Improvements Program, is hereby accepted. The project includes construction of 10 aeration tanks, 10 settling tanks, a return sludge pump station, an excess sludge pump station, effluent filtration system and all associated site, mechanical and electrical work. The City Manager is authorized to execute a construction contract with the contractor for the job. A copy of the contractor's bid is set out in Attachment II. All other bids received are hereby rejected.

SECTION 2. Additionally, engineering and project management services for the above Category I, Step 3, Contract 4-A Project are authorized, as follows:

- a) The proposal of Malcolm Pirnie, Inc. to provide construction and post-construction phase engineering services in the Contract 4-A Project for the sum of \$3,302,000.00 is hereby accepted, and the City Manager is authorized to execute an amendment to the contract with the firm to provide engineering design and preconstruction phase services authorized in Ordinance No. 61257 passed on 8-22-85. A copy of the proposal is set out in Attachment III.
- b) The proposal of Heery Program Management, Inc. to provide preconstruction, construction and post-construction phases management services for the sum of \$682,000.00 is hereby accepted, and the City Manager is authorized to execute a contract with the firm. A copy of the proposal is set out in Attachment IV.

SECTION 3. The transactions set out in Attachment I pertaining to funding the above project are approved and authorized.

SECTION 4. The following sums are authorized to be paid from the appropriation in the Dos Rios WWTP Advanced Secondary Treatment Facilities & Equipment Contract 4-A Project No. 26-010049:

- \$42,498,000.00 to Fru-Con Construction Corp. for the above contract work from Exp. Acct. Index No. 362996.
- 4,249,000.00 for construction contingencies in the above project payable from Exp. Acct. Index No. 363002.
- 3,302,000.00 to Malcolm Pirnie, Inc. for construction/post construction phase engineering services from Exp. Acct. Index No. 362913.
- 682,000.00 to Heery Program Management, Inc. for pre-construction, construction and post-construction phases management services from Exp. Acct. Index No. 362939.
- 398,400.00 for professional services contingencies from Exp. Acct. Index No. 362954.

PASSED AND APPROVED this 6th day of February, 1986.

Henry Cisneros
M A Y O R

ATTEST: *Anna S. Rodriguez*
City Clerk

86-06

APPROVED AS TO FORM: *Tom Jorday*
for City Attorney

ATTACHMENT I

DOS RIOS WASTEWATER TREATMENT PLANT
 ADVANCED SECONDARY TREATMENT FACILITIES & EQUIPMENT CONTRACT 4-A
 FUND NO. 26-010049

B U D G E T

<u>Index No.</u>			<u>Amount</u>
	<u>Budgetary Revenues</u>		
042671	EPA Grant		\$ 30,394,570.00
042689	Department of Defense Participation		1,971,907.00
109983	Tfr from Sewer Revenue Bonds 52-009117		<u>18,763,723.00</u>
	Total Revenues		<u>\$ 51,130,200.00</u>
	<u>Budgetary Expenditures</u>		
362913	Engineering Contract	05-378	\$ 3,302,000.00
362939	Project Management Contract	"	682,000.00
362954	Professional Svcs Contingency	"	398,400.00
362996	Construction Contract	"	42,498,000.00
363002	Construction Contingency	"	<u>4,249,000.00</u>
	Total Expenditures		<u>\$ 51,130,200.00</u>

Fund Index No. 005777
 Activity No. 52-01-01

A C C O U N T I N G A C T I O N S

- 1) The sum of \$51,130,200.00 is appropriated in Fund No. 26-010049 in accordance with the above budget.
- 2) The application to EPA for the above grant was authorized in Ordinance No. 61276 passed on 8-22-85. Grant approval and notice to proceed must be obtained prior to the issuance of the "Work Project Authorization" in this project.
- 3) The sum of \$18,763,723.00 is appropriated in the Sewer Revenue Bonds Fund to Project No. 52-009117 entitled Transfer to Dos Rios WWTP Secondary Treatment Facilities/Equipment Contract 4-A Project 26-010049, and therein to Interfund Transfer To Account Index No. 903054, and said sum is authorized to be paid over to the above fund.
- 4) The Director of the Wastewater Management Department shall procure the collection of the above sum of \$1,971,907.00 from the Department of Defense covering the share in the capital improvements herein of the local military installations served by the City of San Antonio Sewer System as previously negotiated and collections shall be forwarded to the Director of Finance for deposit in the above fund.

- 5) Temporary loans to Fund No. 26-010049 above are authorized to be made from the Sewer System Series A Notes Construction Fund No. 52-030 if needed prior to sale of additional sewer revenue bonds by the City for the contribution from sewer bonds shown in the preceding budget and if needed prior to collection of the Department of Defense participation shown in said budget.

34

CITY OF SAN ANTONIO

For CMD use only

RECEIVED
CITY OF SAN ANTONIO

Request For Ordinance/Resolution

1986 FEB -4 PM 3:46

Date Considered

Consent

Individual

Item No.

Ord. No.

Date: January 17, 1986	Department: Wastewater Management	Contact Person/Phone # David J. Lugo 299-8348
Date Council Consideration Requested: February 6, 1986	Deadline for Action: February 6, 1986	Dep. Head Signature: <i>Gregory J. Buckley</i>

SUMMARY OF ORDINANCE

CONSTRUCTION CONTRACT - DOS RIOS WASTEWATER TREATMENT PLANT NO. 4-A, SECOND STAGE FACILITIES

This Ordinance appropriates funds and authorizes the City Manager to award a construction contract to Fru-Con Construction Corp., a non-minority contractor, for the construction of the Dos Rios Wastewater Treatment Plant Contract No. 4-A in the amount of \$42,498,000.00 with an additional \$4,249,800.00 for a construction contingency and authorizes a contract for Construction and Post Construction Phase Professional Engineering Services with Malcolm Pirnie, Inc. in the amount \$3,302,000.00, and authorizes a contract for Pre-Construction, Construction and Post Construction Phase, Construction Management Services with Heery Program Management, Inc. in the amount of \$682,000.00 and establishes a Miscellaneous Professional Services Contingency in the amount of \$398,400.00.

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)

Fund No. 26 Amt. Expended \$51,130,200.00

Activity No. 52-01-01 SID No. 83230118

Index Code * Project No. *

Object Code 05-378

Budgetary Implications

Funds/Staffing Budgeted Yes No

Positions Currently Authorized _____

Impact on future O & M _____

If positions added, specify class and no.

Comments:

* Project Number and Index Code to be assigned by Finance Department.

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

52-01-01
CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

AGENDA ITEM NO. 34

TO: City Council
FROM: Director of Wastewater Management
COPIES TO: Budget & Research, Legal, Finance, File
SUBJECT: CONSTRUCTION CONTRACT - DOS RIOS WASTEWATER TREATMENT PLANT NO. 4-A,
SECOND STAGE FACILITIES

Date January 17, 1986

SUMMARY AND RECOMMENDATION:

This Ordinance appropriates funds and authorizes the City Manager to award a construction contract to Fru-Con Construction Corp., a non-minority contractor, for the construction of the Dos Rios Wastewater Treatment Plant Contract No. 4-A in the amount of \$42,498,000.00 with an additional \$4,249,800.00 for a construction contingency and authorizes a contract for Construction and Post Construction Phase Professional Engineering Services with Malcolm Pirnie, Inc. in the amount \$3,302,000.00, and authorizes a contract for Pre-Construction, Construction and Post Construction Phase, Construction Management Services with Heery Program Management, Inc. in the amount of \$682,000.00 and establishes a Miscellaneous Professional Services Contingency in the amount of \$398,400.00.

The above contract is the fourth of five planned contracts for the construction of a new wastewater treatment plant, located south of the City at the confluence of the Medina and San Antonio Rivers. This contract will construct ten (10) aeration tanks, ten (10) settling tanks, a return sludge pump station, an excess sludge pump station, effluent filtration system and all associated site, mechanical and electrical work.

It is recommended that this Ordinance be approved.

POLICY ANALYSIS:

Construction of this project is in line with City Council's policy to construct the Dos Rios Facility and is in line with previous Council action, amending the 201 Facility Plan to include employment of Advanced Secondary Treatment at the Leon, Salado and Dos Rios Wastewater Treatment Plants, as approved on March 7, 1985, Ordinance No. 60375.

FINANCIAL IMPACT:

This is a one-time Capital Improvement expenditure and is a budgeted item. Funds are appropriated from the Sewer Bond Fund 52-009, in the amount \$18,763,723.00 and authorizes the inter-fund transfer to Fund 26 and accepts an additional \$30,394,570.00 from the Environmental Protection Agency and \$1,971,907.00 from the Department of Defense, for a total of \$51,130,200.00.

Submission of a Grant application to the Environmental Protection Agency was approved by City Council on August 22, 1985, Ordinance No. 61276. Grant approval and authorization is expected in early February, 1986 and must be obtained prior to the issuance of the "Work Project Authorization".

Temporary loans as needed are authorized to be made to the Sewer Revenue Bond Fund 52-009, in support of the above project from the Series A Notes, Fund 52-030, pending the sale of additional Sewer Revenue Bonds.

The following is a list of Revenues and Budgetary appropriation disbursements for the construction of this project:

REVENUES:

Environmental Protection Agency Grant	\$30,394,570.00
Department of Defense	1,971,907.00
Sewer Revenue Bond Fund	<u>18,763,723.00</u>
TOTAL	\$51,130,200.00

APPROPRIATION DISBURSEMENT:

(1) Construction Contract - Fru-Con Construction Corp.	\$42,498,000.00
(2) Construction Contingency	4,249,800.00
(3) Construction and Post Construction Phase Professional Engineering Services Contract - Malcolm Pirnie, Inc.	3,302,000.00
(4) Pre-Construction, Construction and Post Construction Phase Construction Management Services Contract - Heery Program Management, Inc.	682,000.00
(5) Miscellaneous Professional Services Contingency	<u>398,400.00</u>
GRAND TOTAL	\$51,130,200.00

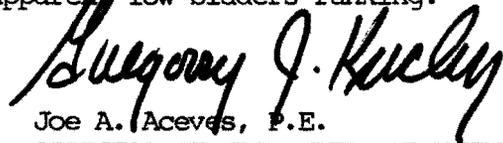
Project Number and Index Codes to be assigned by Finance Department.

SUPPLEMENTARY COMMENTS:

Final plans and specifications were completed by Malcolm Pirnie, Inc., whose estimated construction cost was \$60,000,000.00. Bids were opened on October 23, 1985 with the following bidders responding:

Fru-Con Construction Corp.	\$42,498,000.00
Pizzagalli Construction Co.	\$43,385,000.00
*Starstone Construction Co.	\$44,332,800.00
*CBI Na-Con, Inc.	\$55,478,020.00

- * The bids for both contractors indicated, contained arithmetic errors in their item extensions and totals. After retabulating the bids, it has been determined that the errors would not change the apparent low bidders ranking.



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

JAA:jac

Attachments

APPROVED:



Louis J. Fox
CITY MANAGER

CONSTRUCTION AND POST CONSTRUCTION PHASE
PROFESSIONAL ENGINEERING SERVICES CONTRACT

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

CONTRACT FOR

Construction and post construction phase professional engineering services as set forth herein for the construction of Dos Rios Contract 4A.

This Agreement made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereinafter termed "OWNER", and Malcolm Pirnie, Inc. a private corporation, chartered under the State laws of New York, acting by and through its designated officers pursuant to its by-laws or a resolution of its Board of Directors, hereinafter termed "DESIGN ENGINEER", said Agreement being executed by the OWNER pursuant to the City of San Antonio Charter and Ordinances and Resolutions of the City Council, and by said DESIGN ENGINEER pursuant to its by-laws or a resolution of its Board of Directors for engineering and/or architectural services hereinafter set forth in connection with the above designated Project for the City of San Antonio.

SECTION 1 - BASIC SERVICES OF DESIGN ENGINEER

1.1 General

DESIGN ENGINEER shall perform professional services as hereinafter stated which include identified construction and post construction phase services and appropriate customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2 Scope of Services

The services to be rendered by the DESIGN ENGINEER shall include all services required to complete the tasks described in Exhibit A, "Scope of Services."

*Ord 62288
2-6-86*

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall:

2.1 Assist DESIGN ENGINEER by placing at his disposal all available information pertinent to the Project including construction documents, previous reports, and any other data relative to design or construction of the Project.

2.2 Arrange for access to and make all provisions for DESIGN ENGINEER to enter upon public and private property as required for DESIGN ENGINEER to perform his services.

2.3 Furnish approvals and permits from governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

2.4 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to DESIGN ENGINEER's services. The designated person may be an employee of the City of San Antonio or an employee of a private corporation designated by the City of San Antonio to act as OWNER's representative.

2.5 Give prompt written notice to DESIGN ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of DESIGN ENGINEER's services.

2.6 Bear all costs incidental to compliance with the requirements of this Section 2.

SECTION 3 - PERIOD OF SERVICE

3.1 The provisions of this Section 3 and the various rates of compensation for DESIGN ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction and post construction phases as defined in the Scope of Services attached hereto. The services of the DESIGN ENGINEER under this Contract are to commence upon receipt of written authorization to proceed from the OWNER. The period of service shall be thirty-six (36) consecutive calendar months from the date of authorization.

3.2 If, during construction or post construction phase, significant delays not caused by the DESIGN ENGINEER and not otherwise addressed in Section 3.4 herein; modifications; or changes in the extent of the Project occur; the time of performance of DESIGN ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

3.3 If OWNER fails to provide written authorization to proceed with the services described in Exhibit A by March 1, 1986 the DESIGN ENGINEER's compensation described in Exhibit B, "Compensation for Construction and Post Construction Phase Professional Engineering Services" will be subject to renegotiation.

3.4 If DESIGN ENGINEER's services during the construction or post construction phase of the Project are delayed or suspended in whole or in part by OWNER for more than six cumulative months for reasons beyond DESIGN ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 4 - PAYMENT TO DESIGN ENGINEER

4.1 Methods of Payment for Services and Expenses of DESIGN ENGINEER

OWNER shall pay DESIGN ENGINEER for services rendered under Section 1 (as defined by Exhibit A, "Scope of Services") in accordance with the provisions of Exhibit B, "Compensation for Construction and Post Construction Phase Professional Engineering Services" (attached).

4.2 Audit: Access to Records

4.2.1 The DESIGN ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this agreement in accordance with generally accepted accounting principles and practices consistently applied. The DESIGN ENGINEER shall also maintain the financial information and data used by the DESIGN ENGINEER in the preparation or support of the cost submissions required during contract negotiations, and a copy of the cost summary submitted to the OWNER. The OWNER or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying. The DESIGN ENGINEER will provide proper facilities for such access and inspection.

4.2.2 The DESIGN ENGINEER agrees to include the same audit paragraphs of this contract in all his contracts and all tier subcontracts directly related to Project performance that are in excess of \$10,000.

4.2.3 Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

4.2.4 The DESIGN ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to this clause, provided that the DESIGN ENGINEER is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the DESIGN ENGINEER.

4.2.5 The DESIGN ENGINEER shall maintain and make available records under 4.2.1 and 4.2.2 of this clause during performance of work under this agreement and until three (3) years from the date of final payment for this project. In addition, those records which relate to any dispute under this agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim, or exception.

SECTION 5 - GENERAL CONSIDERATIONS

5.1 Reuse of Documents

All documents, including Drawings and specifications, prepared by DESIGN ENGINEER pursuant to this Agreement are instruments of service in respect of this Project. They are not intended or presented to be suitable for improper reuse by the OWNER or others on extensions of this Project or on any other project. Any improper reuse without written verification and adaptation by DESIGN ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to DESIGN ENGINEER; and OWNER shall indemnify and hold harmless DESIGN ENGINEER from all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle DESIGN ENGINEER to further compensation at rates to be agreed upon by OWNER and DESIGN ENGINEER.

5.2 Controlling Law

This agreement is to be governed by the law of the County of Bexar, State of Texas.

5.3 Successors and Assigns

5.3.1 OWNER and DESIGN ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

5.3.2 Neither OWNER and DESIGN ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 5.3.1, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent DESIGN ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder; however, any subcontractors and outside

associates required by the DESIGN ENGINEER in conjunction with the services by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as specifically approved by the OWNER during the performance of this Agreement. Any substitutions in such subcontractors or associates will be subject to the prior approval of the OWNER.

5.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and DESIGN ENGINEER.

5.4 Force Majeure

If because of force majeure any party hereto is rendered unable, wholly or in part, to carry out its obligation under this contract, then such party shall give the other party prompt written notice of the force majeure with reasonably full details concerning the nature of the force majeure; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure are suspended. The affected party shall use all possible diligence to remove the force majeure as quickly as possible, but this obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved. The term "force majeure" as used herein means any act of God, strike, lockout, or other industrial disturbance, act of a public enemy, war, blockage, public riot, lightning, fire, storm, flood, explosion, governmental restraint, unavailability of equipment, unavailability of Federal funds, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

SECTION 6 - INSURANCE AND INDEMNIFICATION

6.1 General

The DESIGN ENGINEER shall carry insurance with responsible underwriters and with adequate limits of liability against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage caused by acts of any person and/or consultant employed by him or by others for which he is legally liable. DESIGN ENGINEER shall furnish the OWNER with certificates of insurance indicating compliance.

6.2 Evidence of Coverage

The OWNER and its agents shall be named additional insureds for insurance coverage, included in paragraphs 6.2.1 through 6.2.5.

The DESIGN ENGINEER shall submit evidence at time of execution of this document that he has in full force and effect the following insurance:

6.2.1 Professional Liability - errors and omissions insurance in an amount of not less than \$5,000,000, and further that such insurance will be maintained in full force and effect throughout the discovery period and the time of statutory limitations.

6.2.2 Worker's compensation employer's liability insurance with limits of liability, under the employer's liability portion, of not less than \$100,000.

6.2.3 Public liability insurance including premises operations, independent contractors, blanket contractual, personal injury liability. This coverage will be on a comprehensive general liability policy with bodily injury limits of not less than \$300,000 each occurrence, \$300,000 aggregate and property damage limits of \$100,000 each occurrence, \$100,000 aggregate.

6.2.4 Automobile liability insurance with employer's nonownership and hired car liability. Limits of bodily injury liability shall be not less than \$300,000 each person, \$300,000 each occurrence and property damage limits of \$100,000 each occurrence. This coverage will be on a comprehensive automobile liability policy covering owned, non-owned and hired vehicles.

6.2.5 Umbrella liability insurance on a following form basis with aggregate limits of not less than \$1,000,000.

6.3 Hold Harmless Clause

The DESIGN ENGINEER shall fully indemnify and hold harmless the OWNER and OWNER's agents from any and all claims as a result of negligent acts, errors or omissions of the DESIGN ENGINEER; however, this shall not be deemed to provide for indemnity to any party from negligence of OWNER, or OWNER's agent, active or passive, joint or independent.

SECTION 7 - EXHIBITS

7.1 The following Exhibits are attached to and made a part of this Agreement:

7.1.1 Exhibit A, "Scope of Work" consisting of seven (7) pages.

7.1.2 Exhibit B, "Compensation for Construction and Post Construction Phase Professional Engineering Services" consisting of two (2) pages.

7.2 This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibits and schedules identified above constitute the entire Agreement between OWNER and DESIGN ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said DESIGN ENGINEER, acting by the hand of _____ thereunto duly authorized Vice-President does now sign, execute and deliver this instrument.

DONE at San Antonio, Texas, on this _____ day of _____, A.D., 19__.

Malcolm Pirnie, Inc.

By: Robert F. Bruner, Jr.

ATTEST:

CITY OF SAN ANTONIO

Norma L. Rodriguez
City Clerk

By: Donna J. ...
City Manager

EXHIBIT A
SCOPE OF WORK

PROJECT DESCRIPTION

This Project consists of an air activated sludge plant and effluent filters, for advanced secondary treatment of flows from the Phase I Dos Rios facility, all with associated site, mechanical and electrical work.

PROJECT MANAGEMENT SUPPORT

The City of San Antonio engaged the Pape-Dawson, Inc. and Vickrey & Associates, Inc., hereafter known as the "PD VA Group", to provide Project Management Support Services for the San Antonio Wastewater Facilities Improvements Program of which this project is a part. The PD VA Group shall serve as a Program-wide information source to act at the direction of the OWNER.

CONSTRUCTION MANAGEMENT

The City of San Antonio will engage professional services to provide construction management services, hereafter known as the "CONSTRUCTION MANAGER". The CONSTRUCTION MANAGER shall provide overall management of the construction project. The CONSTRUCTION MANAGER is the official point of contact for the Construction Contractor at the construction site.

DESIGN ENGINEER

The DESIGN ENGINEER shall provide construction phase services as described in the Detailed Scope of Services. It is the responsibility of the DESIGN ENGINEER to assist the OWNER in the completion of the project in accordance with the Contract Documents.

DETAILED SCOPE OF SERVICES

TASK 500 (D) CONSTRUCTION PHASE

TASK 501 (D) PRE-CONSTRUCTION CONFERENCE

The DESIGN ENGINEER shall attend the Pre-Construction Conference to answer technical questions raised at the conference. The DESIGN ENGINEER representative assigned to Resident Observation shall identify Field Services to be provided by the DESIGN ENGINEER and discuss appropriate coordination procedures.

TASK 502 (D) INITIATE INTEGRATED MANAGEMENT PROGRAM (IMP)

The DESIGN ENGINEER shall respond to request for information submitted by IMP participants. The DESIGN ENGINEER's responsibility is to transmit only information normally accrued during the design, preconstruction, construction and post construction phases.

TASK 503 (D) STATUS REPORTS

The DESIGN ENGINEER shall provide project status reports including photographs, as required by the Construction Contract Documents, to the CONSTRUCTION MANAGER on a monthly basis. The DESIGN ENGINEER's status report shall include opinion of Contractor's achievement of projected schedule.

TASK 504 (D) CONTRACTUAL COMPLIANCE

The DESIGN ENGINEER shall notify the CONSTRUCTION MANAGER when their review of Contractors operations indicate actual and/or potential defaults or violations of the Construction Contract. The DESIGN ENGINEER shall develop and provide supporting data for documentation of non-compliance with the Contract Documents.

TASK 505 (D) SUSPENSION OF WORK

The DESIGN ENGINEER shall immediately notify the CONSTRUCTION MANAGER of observed circumstances which might lead to suspension of work by the Contractor and provide supporting documentation and recommendation.

TASK 506 (D) COMPLIANCE WITH ADMINISTRATIVE PROVISIONS OF CONTRACT

Report to the CONSTRUCTION MANAGER any observed Contractor non-compliance and actions taken by the DESIGN ENGINEER and Contractor to remedy non-compliance. The DESIGN ENGINEER shall assist the CONSTRUCTION MANAGER as required.

TASK 507 (D) CONSTRUCTION SCHEDULE

The DESIGN ENGINEER shall review the Schedule submitted by the Construction Contractor and provide comments to the CONSTRUCTION MANAGER.

During the Contractor's time of performance, the DESIGN ENGINEER shall review Contractor's submitted monthly schedule update for indications of schedule slippage or acceleration adversely or potentially affecting the construction schedule or OWNER's financial interest. In addition to the above review and as part of the DESIGN ENGINEER's resident observation services, any observed schedule deviations affecting the completion date shall be documented and reported to the CONSTRUCTION MANAGER.

TASK 508 (D) CONSTRUCTION OBSERVATION

The DESIGN ENGINEER shall designate an individual as the DESIGN ENGINEER's on-site representative at least one month prior to the Pre-Construction Conference. That representative shall be subject to approval by the OWNER. The DESIGN ENGINEER shall provide on-site resident observation to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The DESIGN ENGINEER shall prepare daily construction reports presenting factual information on project activities. The DESIGN ENGINEER's efforts shall be directed toward providing assurance for the OWNER that the completed Project will conform to the Contract Documents. The DESIGN ENGINEER shall report any deficiencies in the work actually detected to the CONSTRUCTION MANAGER and note the deficiencies in the daily report. The DESIGN ENGINEER shall consult with the Contractor and CONSTRUCTION MANAGER on questions and problems relative to the Project. However, the DESIGN ENGINEER shall not undertake any of the responsibilities of the Contractor, subcontractors or Contractor's superintendent. Further, the DESIGN ENGINEER shall not advise on nor issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents. The DESIGN ENGINEER shall advise the CONSTRUCTION MANAGER during construction, participate in weekly on-site progress meetings with the CONSTRUCTION MANAGER, and submit daily reports to the CONSTRUCTION MANAGER.

The DESIGN ENGINEER shall provide observation of the Contractor's on-site construction activities and notify the Contractor, CONSTRUCTION MANAGER and OWNER when safety deficiencies are observed. However, the DESIGN ENGINEER shall not advise on nor issue directions nor be, in any way, responsible for the Contractor's safety precautions.

TASK 509 (D) MATERIALS TESTING

The DESIGN ENGINEER is responsible for providing all materials testing required to be performed by the OWNER in the Contract Documents as finally approved and accepted by the OWNER. Materials testing, conducted by the DESIGN ENGINEER, shall be coordinated with the Contractor's required testing program and with the Contractor's construction schedule. The DESIGN ENGINEER shall review test reports from his tests and those performed by the Contractor for conformance with the Contract Document requirements. The DESIGN ENGINEER shall conduct the above as a quality assurance program on behalf of the OWNER.

The DESIGN ENGINEER shall forward a copy of all material testing reports to the CONSTRUCTION MANAGER and make recommendations with the submittals for any further testing or remedial action required as a result of the testing or quality assurance program. The DESIGN ENGINEER shall document deviations from contractual requirements in writing to the CONSTRUCTION MANAGER.

TASK 510 (D) EQUIPMENT TESTING

The DESIGN ENGINEER shall witness equipment shop tests and field tests as required by the Construction Documents. The DESIGN ENGINEER is responsible for review and comment on the Contractor's procedures for start-up testing, and for notifying the CONSTRUCTION MANAGER of equipment start-up schedule.

The DESIGN ENGINEER shall participate in start-up performance testing and comment on the adequacy of equipment performance. The DESIGN ENGINEER shall recommend shutdown of machinery or equipment if the DESIGN ENGINEER's observation reveals defects which make further operation thereof inadvisable. The DESIGN ENGINEER shall notify the CONSTRUCTION MANAGER of any deficiencies noted during tests and shall monitor their correction.

After all testing has been performed to the satisfaction of the DESIGN ENGINEER, the DESIGN ENGINEER shall certify to the OWNER that the installed equipment meets design and performance test criteria specified in the Contract Documents. Such certification shall not release the Contractor's responsibilities under the Contract Documents.

TASK 511 (D) INTERPRETATION OF CONTRACT DOCUMENTS

The DESIGN ENGINEER shall respond to the CONSTRUCTION MANAGER to clarify and/or interpret technical, design related questions. Routine technical interpretations may be issued in the field by the DESIGN ENGINEER's construction representative and noted in the DESIGN ENGINEER's Daily Report.

TASK 512 (D) DISCREPANCIES AND ADDITIONAL DETAILS

The DESIGN ENGINEER shall prepare additional instructions and/or detail drawings to clarify or to define in greater detail the intent of the Contract Documents where that intent is obscure or not apparent and submit to the CONSTRUCTION MANAGER.

The DESIGN ENGINEER shall notify the CONSTRUCTION MANAGER of issues, to that point, unresolved despite the best efforts of the DESIGN ENGINEER. The DESIGN ENGINEER will assist the CONSTRUCTION MANAGER as required, in resolution of those issues.

TASK 513 (D) CLAIMS

The DESIGN ENGINEER shall assist in compilation of all DESIGN ENGINEER documents and correspondence applicable to any issue under claim. The DESIGN ENGINEER will provide these supporting data to the CONSTRUCTION MANAGER and prepare cost estimates for review and resolution of the claim.

TASK 514 (D) CHANGE ORDERS

The DESIGN ENGINEER shall notify the CONSTRUCTION MANAGER of any changes or alterations believed to be in the OWNER's best interest. The DESIGN ENGINEER shall provide the CONSTRUCTION MANAGER with supporting details of any proposed changes. The DESIGN ENGINEER shall prepare drawings, details and specifications needed to adequately describe the change. The DESIGN ENGINEER shall prepare an estimate of the cost and time impact of the Change Order and participate in the negotiation sessions when requested.

TASK 515 (D) PROGRESS PAYMENTS

The DESIGN ENGINEER shall review the Contractor's monthly progress payment request and the Contractor's Schedule of Values. The DESIGN ENGINEER shall approve the Contractor's Schedule of Values on lump sum contracts after any necessary corrections. The approved Schedule of Values or unit prices established by the Contractor by his bid proposal on a project, will be used by the DESIGN ENGINEER to determine, in combination with the DESIGN ENGINEER's resident observation and CONSTRUCTION MANAGER, the appropriateness of the Contractor's request for payment. The DESIGN ENGINEER shall check the Contractor's quantities and invoices against the DESIGN ENGINEER's daily reports and the Contractor's Final and Updated Schedule.

The DESIGN ENGINEER shall review the Contractor's monthly Schedule Update and provide comments to the CONSTRUCTION MANAGER. The DESIGN ENGINEER shall transmit the approved Contractor Payment Request to the CONSTRUCTION MANAGER after verifying the requirements of the Construction Documents are met.

TASK 516 (D) SURVEYING

The DESIGN ENGINEER shall perform all surveying services specified as being performed by the OWNER in the Contract Documents. The DESIGN ENGINEER shall observe the Contractor's surveying and layout procedures and provide comment to the Contractor, if appropriate.

TASK 517 (D) SHOP DRAWINGS AND SUBMITTALS

The DESIGN ENGINEER shall receive, review, evaluate and take action as appropriate on the Contractor's submittal schedule and all shop drawings, product data, and samples submitted by the Contractor. The DESIGN ENGINEER shall review the Contractor's shop drawings and equipment delivery schedules for compliance with the intent of the Contract Documents and to identify potential or actual schedule constraints. If the DESIGN ENGINEER anticipates potential schedule constraints if shop drawings or samples are rejected, the DESIGN ENGINEER shall advise the CONSTRUCTION MANAGER. The DESIGN ENGINEER will respond to all Contractor submittals in accordance with the Construction Documents.

The DESIGN ENGINEER shall evaluate Contractor's request for substitutes and maintain adequate job costing records to determine the cost of evaluation for any product not determined "equal" to that specified in the Contract Documents. Cost for evaluation of substitutes shall be documented to the CONSTRUCTION MANAGER to allow OWNER charge to the Contractor.

The DESIGN ENGINEER shall transmit all accepted shop drawings to the CONSTRUCTION MANAGER for distribution.

TASK 518 (D) MAINTENANCE OF PLAN OF RECORD

The DESIGN ENGINEER is responsible for monitoring the Contractor's maintenance of the Plan of Record in sufficient detail for the DESIGN ENGINEER to prepare the Final Plan of Record.

TASK 519 (D) O & M MANUALS

The DESIGN ENGINEER shall assist the O & M Consultant contracted by the City of San Antonio for services under the Integrated Management Program as required for the efficient production of O & M Manuals. The DESIGN ENGINEER responsibility is to transmit only information normally accrued during the design, preconstruction, construction and post construction phase.

TASK 520 (D) Reserved

TASK 521 (D) CONDITIONAL APPROVAL

The DESIGN ENGINEER shall conduct Conditional Approval observation and develop a "Punch List" of items requiring correction or completion. The DESIGN ENGINEER shall monitor correction of the Punch List items and upon satisfactory completion, make recommendation to the CONSTRUCTION MANAGER for acceptance of the Project.

TASK 600 (D) POST CONSTRUCTION PHASE

TASK 601 (D) START-UP

The DESIGN ENGINEER shall provide available information to the Integrated Management Program, O & M Consultant for preparation of a Start-Up Plan. The DESIGN ENGINEER shall observe start-up.

TASK 602 (D) OPERATING PROCEDURES

The DESIGN ENGINEER shall provide available information to the Integrated Management Program, O & M Consultant.

TASK 603 (D) FINAL ACCEPTANCE

The DESIGN ENGINEER shall conduct the final acceptance observation and recommend acceptance of the project.

TASK 604 (D) PLAN OF RECORD

The DESIGN ENGINEER shall prepare the final "Plan of Record" from information received from the Contractor, Change Orders and other relevant information. The DESIGN ENGINEER shall submit three (3) blue-line copies of the final "Plan of Record" for review to the CONSTRUCTION MANAGER. After any required revisions the DESIGN ENGINEER shall submit the final "Plan of Record" on mylar.

TASK 605 (D) GRANT FINAL OBSERVATION

The DESIGN ENGINEER shall conduct the Grant Final Observation.

TASK 606 (D) ONE YEAR PERFORMANCE REPORT

DESIGN ENGINEER shall receive one year performance report input from other participants. DESIGN ENGINEER shall prepare draft and final one year performance reports which will be prepared in accordance with Texas Department of Water Resources Project Performance policy in effect at the beginning of the one year performance period. Report shall make recommendation to OWNER on capability of project to meet performance and design standards.

TASK 607 (D) WARRANTY ITEMS

The DESIGN ENGINEER shall monitor the warranty repairs and shall certify to the OWNER that warranty repairs are accomplished. The DESIGN ENGINEER shall provide any required assistance.

TASK 608 (D) Reserved

TASK 609 (D) OPERATIONS BUDGET

The DESIGN ENGINEER shall provide available information and assistance to the OWNER as required.

TASK 610 (D) STAFFING

The DESIGN ENGINEER shall provide available information for facility staffing requirements during the course of this Contract.

TASK 611 (D) TRAINING PROGRAM

The DESIGN ENGINEER shall provide available information for a training program during the course of this Contract.

TASK 612 (D) LABORATORY OPERATIONS

The DESIGN ENGINEER shall provide technical assistance as requested to assist the OWNER in Laboratory Operations.

TASK 613 (D) Reserved

TASK 614 (D) Reserved

EXHIBIT B

COMPENSATION FOR CONSTRUCTION AND POST CONSTRUCTION PHASE

PROFESSIONAL ENGINEERING SERVICES

SECTION 1 - BASIS OF COMPENSATION

1.1 Compensation to the DESIGN ENGINEER by the OWNER for the scope of service established in this Agreement shall be computed on the basis of cost plus a fixed fee with a not-to-exceed total amount of \$3,302,000. The "not-to-exceed" amount can only be increased by formal contract amendment executed by the OWNER and DESIGN ENGINEER.

1.2 The amount of \$2,835,800 has been approved and appropriated by the San Antonio City Council for expenditures of allowable "Cost" under this Agreement. Unless and, until the OWNER sees fit to make further appropriations due to changes in scope, the obligation of the OWNER to the DESIGN ENGINEER for "Cost" in connection with this Agreement cannot and will not exceed the sum of \$2,835,800 without further amendment to the contract.

1.2.1 "Cost" shall be defined as reimbursement for allowable costs comprised of the following: project direct labor at payroll cost; indirect cost at project direct labor times a fixed factor of 1.44; allowable project direct expenses and subcontractors at cost. Allowable project direct expenses and subcontractors shall be direct costs including travel, equipment, materials, supplies and subcontractors, as well as actual expenditure directly and wholly chargeable to the work and services herein performed.

1.3 The "Fixed Fee" is to be a lump sum in the amount of \$466,200 and it is agreed and understood that this amount will constitute full compensation to the DESIGN ENGINEER for the "Fixed Fee". This amount has been approved and appropriated by the San Antonio City Council for expenditure under this contract. Unless and, until the OWNER sees fit to make further appropriations due to change in scope, the obligation of the OWNER to the DESIGN ENGINEER for "Fixed Fee" in connection with this Agreement cannot and will not exceed the sum of \$466,200 without further amendment to this contract.

SECTION 2 - PAYMENTS

2.1 The OWNER shall make monthly payment to the DESIGN ENGINEER however, five percent of the "Fixed Fee" and "Cost" will be retained and paid within thirty (30) days after acceptance of the completed phase. Provided, however, that if the OWNER determines that the work under this contract or any specific task hereunder is substantially complete and that the amount of retained percentages is in excess of the amount considered by the OWNER to be adequate for the protection of the OWNER, the OWNER may, at its discretion, release to the DESIGN ENGINEER such excess amount. The DESIGN ENGINEER shall submit to

the OWNER a monthly statement of "Costs" expended during the previous month. A pro-rata portion of the "Fixed Fee" should be included in the statement and identified as such. The pro-rata portion of the "Fixed Fee" should be computed based upon the ratio of cost incurred to date to \$2,835,800.

SECTION 3 - COST CONTROL

3.1 The DESIGN ENGINEER is responsible for managing the project and maintaining the DESIGN ENGINEER SERVICES for the project within budget. Towards this responsibility, the DESIGN ENGINEER will submit a monthly budget report to the OWNER. The budget report will compare actual expenditures and charges to budgeted amounts projected for DESIGN ENGINEER SERVICES for the project performance, as well as a delineation of any necessary corrective action on the part of the DESIGN ENGINEER to adjust future charges which will result in accomplishment of the project services within the established cost limit.

PRE-CONSTRUCTION, CONSTRUCTION AND POST CONSTRUCTION PHASE
CONSTRUCTION MANAGEMENT SERVICES CONTRACT

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

CONTRACT FOR

Pre-construction, construction and post construction phase construction management services as set forth herein for the construction of Dos Rios Facility, Contract 4A.

This Agreement made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereinafter termed "OWNER", and Heery Program Management, Inc. a private corporation, chartered under the State laws of Georgia, acting by and through its designated officers pursuant to its by-laws or a resolution of its Board of Directors, hereinafter termed "CONSTRUCTION MANAGER", said Agreement being executed by the OWNER pursuant to the City of San Antonio Charter and Ordinances and Resolutions of the City Council, and by said CONSTRUCTION MANAGER pursuant to its by-laws or a resolution of its Board of Directors for construction management services hereinafter set forth in connection with the above designated Project for the City of San Antonio.

SECTION 1 - BASIC SERVICES OF CONSTRUCTION MANAGER

1.1 General

CONSTRUCTION MANAGER shall perform management services as hereinafter stated which include identified pre-construction, construction and post construction phase services and appropriate services incidental thereto.

1.2 Scope of Services

The services to be rendered by the CONSTRUCTION MANAGER shall include all services required to complete the tasks described in Exhibit A, "Scope of Services."

*Ord 62288
2-6-86*

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall:

2.1 Assist CONSTRUCTION MANAGER by placing at his disposal all available information pertinent to the Project including Construction Documents, available site information, existing and any updated soils reports, survey reports, and any other data relative to design or construction of the Project. The OWNER shall also furnish legal, accounting, auditing, and insurance counseling services not otherwise called for to be provided by CONSTRUCTION MANAGER herein, when necessary and appropriate as determined by the OWNER after consultation with the CONSTRUCTION MANAGER, to ascertain Contractors claimed costs relative to the Construction Contract.

2.2 Arrange for access to and make all provisions for CONSTRUCTION MANAGER to enter upon public and private property as required for CONSTRUCTION MANAGER to perform his services.

2.3 Expeditiously furnish approvals and permits from governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

2.4 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSTRUCTION MANAGER's services. The designated person may be an employee of the City of San Antonio or an employee of a private corporation designated by the City of San Antonio to act as OWNER's representative.

2.5 Give prompt written notice to CONSTRUCTION MANAGER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSTRUCTION MANAGER's services.

2.6 Bear all costs incidental to compliance with the requirements of this Section 2.

SECTION 3 - PERIOD OF SERVICE

3.1 The provisions of this Section 3 and the various rates of compensation for CONSTRUCTION MANAGER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction and post construction phases as defined in the Scope of Services attached hereto. The services of the CONSTRUCTION MANAGER under this Contract are to commence upon receipt of written authorization to proceed from the OWNER. The period of service shall be 40 consecutive calendar months from the date of authorization.

3.2 If, during pre-construction, construction or post construction phase, significant delays not caused by the CONSTRUCTION MANAGER and not otherwise addressed in Section 3.4 herein; modifications; or changes in the extent of the Project occur; the time of performance of CONSTRUCTION MANAGER's services and his various rates of compensation shall be adjusted appropriately.

3.3 If OWNER fails to provide written authorization to proceed with the services described in Exhibit A by February 1, 1986, the CONSTRUCTION MANAGER's compensation described in Exhibit B, "Compensation for Construction and Post Construction Phase Professional Engineering Services" will be subject to renegotiation.

3.4 If CONSTRUCTION MANAGER's services during the pre-construction, construction or post construction phase of the Project are delayed or suspended in whole or in part by OWNER for more than three cumulative months for reasons beyond CONSTRUCTION MANAGER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 4 - PAYMENT TO CONSTRUCTION MANAGER

4.1 Methods of Payment for Services and Expenses of CONSTRUCTION MANAGER

OWNER shall pay CONSTRUCTION MANAGER for services rendered under Section 1 (as defined by Exhibit A, "Scope of Services") in accordance with the provisions of Exhibit B, "Compensation for Pre-Construction, Construction and Post Construction Phase Construction Management Services" (attached).

4.2 Audit: Access to Records

4.2.1 The CONSTRUCTION MANAGER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this agreement in accordance with generally accepted accounting principles and practices consistently applied. The CONSTRUCTION MANAGER shall also maintain the financial information and data used by the CONSTRUCTION MANAGER in the preparation or support of the cost submissions required during contract negotiations, and a copy of the cost summary submitted to the OWNER. The OWNER or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying. The CONSTRUCTION MANAGER will provide proper facilities for such access and inspection.

4.2.2 The CONSTRUCTION MANAGER agrees to include the same audit paragraphs of this contract in all his contracts and all tier subcontracts directly related to Project performance that are in excess of \$10,000.

4.2.3 Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

4.2.4 The CONSTRUCTION MANAGER agrees to the disclosure of all information and reports resulting from access to records pursuant to this clause, provided that the CONSTRUCTION MANAGER is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the CONSTRUCTION MANAGER.

4.2.5 The CONSTRUCTION MANAGER shall maintain and make available records under 4.2.1 and 4.2.2 of this clause during performance of work under this agreement and until three (3) years from the date of final payment for this project. In addition, those records which relate to any dispute under this agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim, or exception.

SECTION 5 - GENERAL CONSIDERATIONS

5.1 Reuse of Documents

All documents, including Drawings and specifications, prepared by CONSTRUCTION MANAGER pursuant to this Agreement are instruments of service in respect of this Project. They are not intended or presented to be suitable for improper reuse by the OWNER or others on extensions of this Project or on any other project. Any improper reuse without written verification and adaptation by CONSTRUCTION MANAGER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSTRUCTION MANAGER; and OWNER shall indemnify and hold harmless CONSTRUCTION MANAGER from all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSTRUCTION MANAGER to further compensation at rates to be agreed upon by OWNER and CONSTRUCTION MANAGER.

5.2 Controlling Law

This agreement is to be governed by the law of the County of Bexar, State of Texas.

5.3 Successors and Assigns

5.3.1 OWNER and CONSTRUCTION MANAGER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

5.3.2 Neither OWNER and CONSTRUCTION MANAGER shall assign, sublet or transfer any contractual obligations under this Agreement without the written consent of the other, except as stated in paragraph 5.3.1, and except to the extent that the effect of this limitation may be restricted by law. OWNER hereby acknowledges that for the purposes of CONSTRUCTION MANAGER'S internal financial management, CONSTRUCTION MANAGER may assign accounts receivable to financial institutions for the purpose of securing loan obligations. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSTRUCTION MANAGER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder; however, any subcontractors and outside associates required by the CONSTRUCTION MANAGER in conjunction with the services by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as specifically approved by the OWNER during the performance of this Agreement. Any substitutions in such subcontractors or associates will be subject to the prior approval of the OWNER.

5.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSTRUCTION MANAGER.

5.4 Force Majeure

If because of force majeure any party hereto is rendered unable, wholly or in part, to carry out its obligation under this contract, then such party shall give the other party prompt written notice of the force majeure with reasonably full details concerning the nature of the force majeure; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure are suspended. The affected party shall use all possible diligence to remove the force majeure as quickly as possible, but this obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved. The term "force majeure" as used herein means any act of God, strike, lockout, or other industrial disturbance, act of a public enemy, war, blockage, public riot, lightning, fire, storm, flood, explosion, governmental restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

SECTION 6 - INSURANCE AND INDEMNIFICATION

6.1 General

The CONSTRUCTION MANAGER shall carry insurance with responsible underwriters and with adequate limits of liability against claims for damages caused by bodily injury, including death, to employees and third parties, and

claims for property damage caused by acts of any person and/or consultant employed by him or by others for which he is legally liable. CONSTRUCTION MANAGER shall furnish the OWNER with certificates of insurance indicating compliance.

6.2 Evidence of Coverage

The OWNER and its agents shall be named additional insureds for insurance coverage, included in paragraphs 6.2.1 through 6.2.4.

The CONSTRUCTION MANAGER shall submit evidence at time of execution of this document that he has in full force and effect the following insurance:

6.2.1 Worker's compensation employer's liability insurance with limits of liability, under the employer's liability portion, of not less than \$100,000.

6.2.2 Public liability insurance including premises operations, independent contractors, blanket contractual, personal injury liability. This coverage will be on a comprehensive general liability policy with bodily injury limits of not less than \$300,000 each occurrence, \$300,000 aggregate and property damage limits of \$100,000 each occurrence, \$100,000 aggregate.

6.2.3 Automobile liability insurance with employer's nonownership and hired car liability. Limits of bodily injury liability shall be not less than \$300,000 each person, \$300,000 each occurrence and property damage limits of \$100,000 each occurrence. This coverage will be on a comprehensive automobile liability policy covering owned, non-owned and hired vehicles.

6.2.4 Umbrella liability insurance on a following form basis with aggregate limits of not less than \$1,000,000.

6.3 Hold Harmless Clause

The CONSTRUCTION MANAGER shall fully indemnify and hold harmless the OWNER and OWNER's agents from any and all claims as a result of negligent acts, errors or omissions of the CONSTRUCTION MANAGER; however, this shall not be deemed to provide for indemnity to any party from negligence of OWNER, or OWNER's agent, active or passive, joint or independent.

SECTION 7 - EXHIBITS

7.1 The following Exhibits are attached to and made a part of this Agreement:

7.1.1 Exhibit A, "Scope of Work" consisting of eight (8) pages.

7.1.2 Exhibit B, "Compensation for Pre-Construction, Construction and Post Construction Phase Construction Management Services" consisting of two (2) pages.

7.2 This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibits and schedules identified above constitute the entire Agreement between OWNER and CONSTRUCTION MANAGER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said CONSTRUCTION MANAGER, acting by the hand of Marvin L. Powell thereunto duly authorized President does now sign, execute and deliver this instrument.

DONE at San Antonio, Texas, on this _____ day of _____, A.D., 19__.

Heery Program Management, Inc.

By: Marvin Powell

ATTEST:

CITY OF SAN ANTONIO

Norma J. Rodriguez
City Clerk

By: [Signature]
City Manager

EXHIBIT A

SCOPE OF SERVICES

PROJECT DESCRIPTION

This Project, Dos Rios Facility Construction Contract 4A, which is an element of the San Antonio Wastewater Facilities Improvements Program, consists of air activated sludge plant for nitrification; effluent filtration; and connecting channels and piping, all with associated site, mechanical and electrical work.

PROGRAM MANAGEMENT SUPPORT

The City of San Antonio has engaged Pape-Dawson, Inc., and Vickrey & Associates, Inc., hereafter known as the "PD VA Group" to provide Program Management Support Services for the San Antonio Wastewater Facilities Improvements Program of which this project is a part.

DESIGN ENGINEER

The City of San Antonio has engaged a consultant to provide construction phase design engineering services by Malcolm Pirnie, Inc., hereafter known as the "DESIGN ENGINEER".

CONSTRUCTION MANAGEMENT

The CONSTRUCTION MANAGER shall provide overall management and coordination of the construction project. The CONSTRUCTION MANAGER shall provide pre-construction, construction and post construction phase services as described in the Detailed Scope of Services.

DETAILED SCOPE OF SERVICES

TASK 400 (M) PRE-CONSTRUCTION PHASE

TASK 401 (M) Reserved

TASK 402 (M) DESIGN UPDATE

The CONSTRUCTION MANAGER shall review portions of the Contract Documents, specifically the general and supplemental conditions and Division 1, with a view toward their use as a management vehicle for managing the time quality, budget and schedule of the Projects. Comments from the review shall be provided to the OWNER.

TASK 403 (M) Reserved

TASK 404 (M) Reserved

TASK 405 (M) BIDDER INQUIRY RESPONSES

The CONSTRUCTION MANAGER shall review bidders inquiries received from OWNER and make recommendations to OWNER when appropriate.

TASK 406 (M) PRE-BID CONFERENCE

The CONSTRUCTION MANAGER shall attend the Pre-Bid Conference. The CONSTRUCTION MANAGER shall assist in responding to inquiries when appropriate and discuss requirements and expected performance.

TASK 407 (M) ADDENDA

The CONSTRUCTION MANAGER shall assist in development of administrative items to be included in Addenda. The CONSTRUCTION MANAGER shall review all Addenda and provide comments to the OWNER.

TASK 408 (M) Reserved

TASK 409 (M) BID OPENING

The CONSTRUCTION MANAGER shall attend the bid opening and provide assistance or recommendation on any irregularities.

TASK 410 (M) AWARD RECOMMENDATION

The CONSTRUCTION MANAGER shall assist the DESIGN ENGINEER in evaluating the bidder's qualifications. If any bid related protests are received, the CONSTRUCTION MANAGER shall assist in the resolution of the protests.

TASK 500 (M) CONSTRUCTION PHASE

TASK 501 (M) PRE-CONSTRUCTION CONFERENCE

The CONSTRUCTION MANAGER shall conduct pre-construction conference. The conference shall serve as an orientation session to introduce all parties, to define their responsibilities, and to explain the systems and procedures that will be utilized during construction. The CONSTRUCTION MANAGER shall issue to the Contractor the Work Project Authorization and the required forms and procedures to be utilized during construction. The CONSTRUCTION MANAGER shall prepare and distribute memorandum of conference plus tape record the conference.

TASK 502 (M) INITIATE IMP INVOLVEMENT

The CONSTRUCTION MANAGER shall monitor, review and comment regarding the Integrated Management Program when appropriate.

TASK 503 (M) STATUS REPORTS

The CONSTRUCTION MANAGER shall prepare and submit, to the OWNER with copies to the Joint Venture, a monthly status report along with the status report from the DESIGN ENGINEER and photographs from the Contractor. The CONSTRUCTION MANAGER'S monthly reports will update project status and project schedules, summarize critical events and decisions that are delaying progress, and summarize short and long-term future decisions that will be required.

TASK 504 (M) CONTRACTUAL COMPLIANCE

The CONSTRUCTION MANAGER shall investigate details of contractual noncompliance, and/or potential default, compare actual conditions against Contract Documents, and make recommendation based on supporting documentation to the OWNER.

TASK 505 (M) SUSPENSION OF WORK

The CONSTRUCTION MANAGER shall investigate details of circumstances which might lead to a Suspension of Work and document results of investigation. Contract violations shall be reviewed with DESIGN ENGINEER and will notify the Contractor. The CONSTRUCTION MANAGER shall provide the OWNER with a recommendation on potential Suspension of Work Orders and an evaluation of impact on project resulting from issued suspensions. If a suspension of Work Order is issued the OWNER, the CONSTRUCTION MANAGER shall transmit the Order to the Contractor.

TASK 506 (M) COMPLIANCE WITH ADMINISTRATIVE PROVISIONS OF CONTRACT

The CONSTRUCTION MANAGER shall monitor and review contract records for compliance by Contractor. The DESIGN ENGINEER and Contractor shall be notified if any noncompliance is discovered. The CONSTRUCTION MANAGER shall recommend corrective action, which is consistent with Contract Documents, to the OWNER. Corrective action shall be issued by the CONSTRUCTION MANAGER to the Contractor.

TASK 507 (M) CONSTRUCTION SCHEDULE

The CONSTRUCTION MANAGER shall review the Preliminary Schedule submitted by the Contractor and provide the Contractor with suggested adjustments. Upon submission of the Final Schedule, the CONSTRUCTION MANAGER shall review and evaluate the schedule for general contractual compliance based on acceptable levels of detail, contractual access and availability of work areas, milestones, and completion dates. Meetings to review comments and findings with Contractor will be held as necessary to establish an approvable Final Schedule.

During the Contractor's time of performance, the CONSTRUCTION MANAGER shall review the Contractor's submitted monthly schedule update for indications of schedule slippage or acceleration adversely or potentially affecting the construction schedule or OWNER's financial interest. From actual field observations, the CONSTRUCTION MANAGER shall monitor progress to identify potential variances between scheduled and projected completion dates and make recommendations to meet established completion dates.

TASK 508 (M) CONSTRUCTION OBSERVATION

The CONSTRUCTION MANAGER shall designate a full time on-site individual as their Project Manager. That representative shall be subject to approval by the OWNER. The CONSTRUCTION MANAGER shall conduct site visits to observe progress, to monitor conformance with Contract Documents, and to consult with DESIGN ENGINEER and Contractor on problems and questions which arise during construction. The CONSTRUCTION MANAGER shall conduct weekly on site project meetings and issue minutes of meetings. The OWNER shall be kept informed by the CONSTRUCTION MANAGER of problems through the monthly status report or by direct communication, when appropriate. The CONSTRUCTION MANAGER shall monitor and coordinate required corrective actions. The CONSTRUCTION MANAGER shall review Daily Reports from the DESIGN ENGINEER and Contractor and Weekly Reports from the DESIGN ENGINEER to verify that project documentation is accurate and sufficient and forward a copy of reports to the Joint Venture.

TASK 509 (M) MATERIALS TESTING

The CONSTRUCTION MANAGER shall review and maintain records of test reports submitted by the DESIGN ENGINEER, coordinate approval of further testing or remedial action with the OWNER, and conduct spot checks of testing procedures for verification.

TASK 510 (M) EQUIPMENT TESTING

The CONSTRUCTION MANAGER shall coordinate equipment testing including attendance and activities of O&M and Training IMP Consultants. The CONSTRUCTION MANAGER shall provide the DESIGN ENGINEER with comments on adequacy of equipment performance in accordance to the Contract Documents. The CONSTRUCTION MANAGER shall provide the Contractor with list of deficiencies noted.

TASK 511 (M) INTERPRETATION OF CONTRACT DOCUMENTS

The CONSTRUCTION MANAGER shall receive requests for interpretations from the Contractor. Technical interpretations shall be forwarded to the DESIGN ENGINEER. The CONSTRUCTION MANAGER shall prepare response to requests for administrative interpretations. The CONSTRUCTION MANAGER shall review the interpretation prepared by DESIGN ENGINEER for potential problems or claims.

TASK 512 (M) DISCREPANCIES AND ADDITIONAL DETAILS

The CONSTRUCTION MANAGER shall monitor the clarifications and additional details identified by the DESIGN ENGINEER. The CONSTRUCTION MANAGER shall inform the OWNER of any problems or potential claims.

The CONSTRUCTION MANAGER shall review issues which the DESIGN ENGINEER and Contractor cannot resolve and shall make a recommendation to the OWNER. The CONSTRUCTION MANAGER will issue direction to the Contractor.

513 (M) CLAIMS

The CONSTRUCTION MANAGER shall establish and implement a claims prevention system. The claims prevention system shall develop and implement policies and practices designed to eliminate the conditions that commonly give rise to claims. If claims are submitted, the claims prevention system shall establish procedures for documenting, processing, evaluating, and negotiating claims.

The CONSTRUCTION MANAGER shall investigate and analyze all claims submitted by Contractor which shall include technical evaluation of claim's merit; preparation of cost estimate on viable claims; analyze impact on schedule; perform change order impact analysis to evaluate effect of change orders on the project schedule; evaluate and calculate recoverable damages; and prepare detailed reports dealing with claim issues in terms of causation, responsibility under contract, and damages. The CONSTRUCTION MANAGER shall provide services in support of negotiation or litigation. Services shall include assistance in strategy discussion and settlement negotiations.

TASK 514 (M) FIELD CLARIFICATION REQUESTS AND CHANGE ORDERS

The CONSTRUCTION MANAGER shall establish and implement a change order control system. The change order control system shall provide a control monitor of contract costs and delays and a transaction register designed to systematically track status of change orders from initiation through payment.

The CONSTRUCTION MANAGER shall assess the appropriateness of proposed change orders and forward recommendation to the OWNER. If a change order is required, the CONSTRUCTION MANAGER shall prepare the necessary form in conjunction with drawings, sketches, etc. to be prepared by the DESIGN ENGINEER. The CONSTRUCTION MANAGER shall be responsible to negotiate the cost of the change orders and make a recommendation to the OWNER for approval and final settlement. The CONSTRUCTION MANAGER shall identify the time impact of change order work, prepare a detailed estimate of probable construction cost, negotiate the associated change with Contractor, and make a recommendation for settlement to the OWNER. The CONSTRUCTION MANAGER shall determine that time and cost elements related to change order including direct costs, indirect costs, impact costs, and time extensions, are properly identified, quantified and incorporated in the change order at the time of execution. The CONSTRUCTION MANAGER shall assist in requiring sufficient documentation from the Contractor to make change order submissions meet regulatory requirements. The CONSTRUCTION MANAGER shall coordinate execution of the change order document by the OWNER and Contractor.

TASK 515 (M) PROGRESS PAYMENTS

The CONSTRUCTION MANAGER shall review and approve Contractor's payment requests based on visual observations at the project site. The CONSTRUCTION MANAGER shall review and approve the DESIGN ENGINEER's payment requests. Approved payment requests shall be forwarded to the OWNER.

TASK 516 (M) SURVEYING

The CONSTRUCTION MANAGER shall observe the DESIGN ENGINEER's performance of surveying services and monitor the Contractor's surveying and layout. A log and documentation of all surveying data shall be maintained at the job site. Surveying data shall be distributed by the CONSTRUCTION MANAGER to affected parties.

TASK 517 (M) SHOP DRAWINGS AND SUBMITTALS

The CONSTRUCTION MANAGER shall review the Contractor's submittal and equipment delivery schedule and resolve any problems. The CONSTRUCTION MANAGER shall maintain a log of submittals and shop drawings to monitor DESIGN ENGINEER's response on submittals and shop drawings and to monitor Contractor's submittal against schedule to ensure project progress is not delayed. The CONSTRUCTION MANAGER shall maintain a copy of accepted shop drawings and distribute one copy each to the Contractor, Joint Venture and O&M Consultant.

TASK 518 (M) Reserved

TASK 519 (M) O&M MANUALS

The CONSTRUCTION MANAGER shall take appropriate action to ensure that all instruction manuals, submittals, guarantees, and other literature are properly compiled and catalogued and shall transmit necessary data to the O&M Consultant. The CONSTRUCTION MANAGER shall review the O&M Manual prepared by the O&M Consultant and provide comments to the OWNER.

TASK 520 (M) PAYROLL RECORDS

The CONSTRUCTION MANAGER shall monitor Contractor's compliance of labor provisions. Payroll records submitted by the Contractor shall be reviewed for wage, hour, and classification requirements. The CONSTRUCTION MANAGER shall conduct interviews with Contractor's and subcontractor's employees to verify compliance with labor provisions. The CONSTRUCTION MANAGER shall recommend corrective actions for violations to the OWNER and shall monitor violation remedies. Payroll and interview records shall be transmitted to the Joint Venture on a monthly basis.

TASK 521 (M) CONDITIONAL APPROVAL

The CONSTRUCTION MANAGER shall participate in the Conditional Approval observation and assist in the development of deficiency list (punch list). The CONSTRUCTION MANAGER shall review the Contract Documents and submittal records to determine if Contractor has submitted all required warranties, guarantees, spare parts, certifications, etc. The CONSTRUCTION MANAGER shall submit the DESIGN ENGINEER's recommendations to the Contractor and OWNER with appropriate comments.

TASK 600 (M) POST CONSTRUCTION PHASE

TASK 601 (M) START-UP

The CONSTRUCTION MANAGER shall assist the O&M Consultant in assembling data for the start-up plan. The CONSTRUCTION MANAGER shall review the start-up plan and provide the O&M Consultant with comments. The CONSTRUCTION MANAGER shall monitor the schedule of final testing and test runs of equipment to ensure contractor's contract obligations are fulfilled. The CONSTRUCTION MANAGER shall observe start-up and provide any appropriate comments.

TASK 602 (M) OPERATING PROCEDURES

The CONSTRUCTION MANAGER shall provide input on operating procedures in order to assist the O&M Consultant.

TASK 603 (M) FINAL ACCEPTANCE

The CONSTRUCTION MANAGER shall participate in Final Acceptance observation and provide comments when appropriate. The CONSTRUCTION MANAGER shall review the recommendation on acceptance from the DESIGN ENGINEER and shall provide

comments to the OWNER. The CONSTRUCTION MANAGER shall monitor the submission of records, documents and materials for compliance with requirements in Contract Documents.

TASK 604 (M) PLAN OF RECORD

The CONSTRUCTION MANAGER shall review the Record Documents for completeness and accuracy and take appropriate action to correct deficiencies noted. The CONSTRUCTION MANAGER shall submit approved Plan of Record Documents to the OWNER.

TASK 605 (M) GRANT FINAL OBSERVATION

The CONSTRUCTION MANAGER shall attend the Texas Water Development Board (TWDB) Grant Final Observation and shall monitor corrective actions required by TWDB.

TASK 606 (M) ONE YEAR PERFORMANCE REPORT

CONSTRUCTION MANAGER shall review draft copy of One Year Performance Report and provide comments to the Design Engineer.

TASK 607 (M) WARRANTY ITEMS

The CONSTRUCTION MANAGER shall catalogue items that are under warranty and shall develop schedule of when warranty periods end for each item. The CONSTRUCTION MANAGER shall monitor the schedule of warranty periods and shall notify OWNER one (1) month prior to the end of a warranty period. The CONSTRUCTION MANAGER shall develop a list of required warranty repairs and shall notify DESIGN ENGINEER of items on list. The CONSTRUCTION MANAGER shall monitor repair of warranty items and shall notify the OWNER when the DESIGN ENGINEER has certified that warranty repairs have been accomplished.

EXHIBIT B

COMPENSATION FOR PRE-CONSTRUCTION,
CONSTRUCTION AND POST CONSTRUCTION PHASE
CONSTRUCTION MANAGEMENT SERVICES

SECTION 1 - BASIS OF COMPENSATION

1.0 The total compensation shall not be exceeded without a written authorization by the OWNER's Director of Public Works. A change of work scope or duration is not a prerequisite for said authorization. At such times as the CONSTRUCTION MANAGER determines that the total reimbursable costs for a defined work element will exceed or be significantly less than the Cost estimated, the CONSTRUCTION MANAGER will notify the OWNER. The CONSTRUCTION MANAGER shall continue with any parts of the work for which an amended estimated cost has been approved or a cost overrun is not anticipated. In the event of an apparent overrun, the CONSTRUCTION MANAGER shall continue with all of the defined work elements until the cost for this Contract is reached. At that time, the CONSTRUCTION MANAGER will discontinue his efforts on this Contract until additional funds are authorized. The compensation authorized under this Contract is as follows:

1.1 Compensation to the CONSTRUCTION MANAGER by the OWNER for the scope of service established in this Agreement shall be computed on the basis of cost plus a fixed fee with a not-to-exceed total amount of \$682,000. The "not-to-exceed" amount can only be increased by formal contract amendment executed by the OWNER and CONSTRUCTION MANAGER.

1.2 The amount of \$593,200 has been approved and appropriated by the San Antonio City Council for expenditures of allowable "Cost" under this Agreement. Unless and, until the OWNER sees fit to make further appropriations due to changes in scope, the obligation of the OWNER to the CONSTRUCTION MANAGER for "Cost" in connection with this Agreement cannot and will not exceed the sum of \$593,200 without further amendment to the contract.

1.2.1 "Cost" shall be defined as reimbursement for allowable costs comprised of the following: project direct labor at payroll cost; indirect cost at project direct labor times a fixed factor of 1.56; allowable project direct expenses and subcontractors at cost. Allowable project direct expenses and subcontractors shall be direct costs including travel, equipment, materials, supplies and subcontractors, as well as actual expenditure directly and wholly chargeable to the work and services herein performed.

1.3 The "Fixed Fee" is to be a lump sum in the amount of \$88,800 and it is agreed and understood that this amount will constitute full compensation to the CONSTRUCTION MANAGER for the "Fixed Fee". This amount has been approved

and appropriated by the San Antonio City Council for expenditure under this contract. Unless and, until the OWNER sees fit to make further appropriations due to change in scope, the obligation of the OWNER to the CONSTRUCTION MANAGER for "Fixed Fee" in connection with this Agreement cannot and will not exceed the sum of \$88,800 without further amendment to this contract.

SECTION 2 - PAYMENTS

2.1 The OWNER shall make monthly payment to the CONSTRUCTION MANAGER however, five percent of the "Fixed Fee" and "Cost" will be retained and paid within thirty (30) days after acceptance of the completed service. Provided, however, that if the OWNER determines that the work under this contract or any specific task hereunder is substantially complete and that the amount of retained percentages is in excess of the amount considered by the OWNER to be adequate for the protection of the OWNER, the OWNER may, at its discretion, release to the CONSTRUCTION MANAGER such excess amount. The CONSTRUCTION MANAGER shall submit to the OWNER a monthly statement of "Costs" expended during the previous month. A pro-rata portion of the "Fixed Fee" should be included in the statement and identified as such. The pro-rata portion of the "Fixed Fee" should be computed based upon the ratio of cost incurred to date to \$593,200.

SECTION 3 - COST CONTROL

3.1 The CONSTRUCTION MANAGER is responsible for managing the project and maintaining the CONSTRUCTION MANAGER SERVICES for the project within budget. Towards this responsibility, the CONSTRUCTION MANAGER will submit a monthly budget report to the OWNER. The budget report will compare actual expenditures and charges to budgeted amounts projected for CONSTRUCTION MANAGER services for the project performance, as well as a delineation of any necessary corrective action on the part of the CONSTRUCTION MANAGER to adjust future charges which will result in accomplishment of the project services within the established cost limit.

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

Blower
File

1986 MAR -5 AM 9:42

**CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS**

WORK PROJECT AUTHORIZATION

TO: Fru-Con Construction Corp.
P.O. Box 23368
San Antonio, Texas 78223

DATE: March 4, 1986

- I. You are hereby notified that you are to begin work on the project as described herein within seven (7) days from the date of this letter in accordance with your Proposal submitted to the City of San Antonio dated October 23, 1986 in the amount of \$ 42,496,000.00.
- II. Please notify Mr. Daryl Bailes, Heavy Program Management, 627-9296 of the date on which you plan to commence work.
- III. Your attention is called to the fact that you have a period of 715 calendar days within which to complete this project as specified in the aforementioned Proposal.
- IV. Your contract, properly executed by officials of the City of San Antonio, is attached for your files.

Very truly yours,

[Signature]

Director of Public Works

- cc: Contract File
City Clerk
Controller
Construction Inspector
Wastewater Management Department.
Engineer or Architect
Engineering Division
Surety
Equal Employment Opportunity
Internal Audit
Risk Management

Ord 62288
2-6-86

CONSTRUCTION CONTRACT

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

THIS AGREEMENT, made this the 3rd day of March,
1986, by and between THE CITY OF SAN ANTONIO,
hereinafter called "OWNER", and Fru-Con Construction Corporation

with legal address and principal place of business at

1299 Clayton Road West, Ballwin, Missouri, 63011

hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bonds bearing even date herewith, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction of certain improvements described as follows: Dos Rios Facility, Contract 4A, Second Stage Facilities and all change orders in connection therewith, under the terms as stated in the GENERAL CONDITIONS of the Construction Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Invitation for Bids, Instructions to Bidders, GENERAL and SUPPLEMENTAL GENERAL CONDITIONS of the Construction Contract, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefor, as prepared by Malcolm Pirnie, Inc., each of which has been identified by the CONTRACTOR and the OWNER, together with the CONTRACTOR's written Proposal, the GENERAL CONDITIONS of the Construction Contract, and the Performance and Payment Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The OWNER agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions as provided in the GENERAL CONDITIONS of the Contract and to make payments on account thereof as provided in Article 39, "Progress Payments", of the GENERAL CONDITIONS.

The Contractor agrees to be bound by the "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)."

IN WITNESS THEREOF, 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 by the City Clerk and the said Contractor, acting by L. J. Francis thereunto duly authorized Vice President does now sign, execute and deliver this instrument.

DONE at San Antonio, Texas, on the 3rd day of March, A.D., 1986.

CITY OF SAN ANTONIO

BY: William T. Rosekrue
City Manager

ATTEST: [Signature]
City Clerk

STATE OF Mo
COUNTY OF St Louis

BEFORE ME, the undersigned, a Notary Public for said County and State, on this day personally appeared L. J. Francis known to me (or proved to me on the oath of _____) to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said ~~CITY OF SAN ANTONIO~~, a ~~municipal~~ corporation, and that he executed the same as the act of such municipal corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of Feb, A. D., 1986.

Joseph B. Leone
NOTARY PUBLIC IN AND FOR Mo
COUNTY, St Louis

Joseph B. Leone, Notary Public
State of Missouri
My commission expires January 30, 1987
City of Saint Louis

My commission expires the _____ day of _____ 198__.

STATE OF Texas
COUNTY OF Bexar

BEFORE ME, the undersigned, a Notary Public for said County and State, on this day personally appeared William T. Donahue, Asst. City Mgr. known to me (or proved to me on the oath of _____) to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said City of San Antonio, a ~~municipal~~ corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of March, A. D., 1986.

Mary Lou Rodriguez
NOTARY PUBLIC IN AND FOR Bexar
COUNTY, Texas

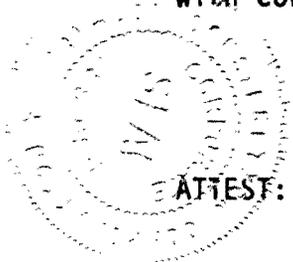
MARY LOU RODRIGUEZ
Notary Public, State of Texas
My Commission Expires July 30, 1986

My commission expires the _____ day of _____ 198__.

Fru-Con Construction Corporation
Contractor

BY: *[Signature]*
Vice President
Title

(Seal if Contract is
with corporation)



ATTEST:

Frank J. Coombs, Jr.
Secretary/Controller

Frank J. Coombs, Jr.

As required by Chapter 693 of the Acts of 1964, this is to certify that the City of San Antonio has an appropriation in fund 26-010049 and additional sources which in combination are adequate to cover the cost of this Contract.

4 March 1986
Date

Carl L. White
Signed

Director of Finance
Title

PERFORMANCE BOND

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

1986 MAR -5 AM 9:45

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

KNOW ALL MEN BY THESE PRESENTS:

1. That we **FRU-CON CONSTRUCTION CORPORATION**
1299 CLAYTON ROAD WEST, BALLWIN, MO 63011

as Principal, and **THE AETNA CASUALTY AND SURETY 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 \$ 42,498,000, 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 **FRU-CON CONSTRUCTION CORPORATION**

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 4A, SECOND 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 21st day of FEBRUARY, A. D., 1986

5. The foregoing bond is approved and accepted this

13th day of March, 1986.
William J. Decker
City Manager.

FRU-CON CONSTRUCTION CORPORATION
Contractors and Principals.
By Frank J. Bloomer
Agent/Secretary/Controller

(SEA.)

COUNTERSIGNED BY:

Larry Benkel
LARRY BENKEL
FRANK B. HALL & COMPANY OF TEXAS, INC
1000 CASHCO TOWER
8 GREENWAY PLAZA
HOUSTON, TX 77046

THE AETNA CASUALTY AND SURETY COMPANY
Sureties.
By Terry F. Lukow
TERRY F. LUKOW Agent Attorney-in-Fact
940 WEST PORT PLAZA, ST. LOUIS, MO 6314
Address of Surety for Service Purposes



THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint **J. T. Duffy, Terry F. Lukow, David S. Walsh, Charles W. Gerding, Nancy Watson, Anna M. Seitz, Michael C. Menendez or Diane Deidrick - -**

of **St. Louis, Missouri** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s):
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incidents thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect

VOTED That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect.

VOTED That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this **23rd** day of **October**, 19 **85**



THE AETNA CASUALTY AND SURETY COMPANY
By Joseph P. Kiernan
Joseph P. Kiernan
Assistant Vice President

State of Connecticut }
County of Hartford } ss. Hartford

On this **23rd** day of **October**, 19 **85**, before me personally came **JOSEPH P. KIERNAN**, to me known, who being by me duly sworn, did depose and say: that he/she is **Assistant Vice President** of **THE AETNA CASUALTY AND SURETY COMPANY**, the corporation described in and which executed the above instrument, that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Johanna M. Degnan
My commission expires March 31, 19 **89** Notary Public
Johanna M. Degnan

CERTIFICATE

I, the undersigned, **Secretary** of **THE AETNA CASUALTY AND SURETY COMPANY**, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked, and furthermore that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut, this **20th** day of

FEBRUARY, 19 **86**



By Vincent A. Walsh
Vincent A. Walsh, Secretary

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

1986 MAR -5 AM 9:45

PAYMENT BOND

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

KNOW ALL MEN BY THESE PRESENTS:

1. That we **FRU-CON CONSTRUCTION CORPORATION**
1299 CLAYTON ROAD WEST, BALLWIN, MO 63011

as Principal, and **THE AETNA CASUALTY AND SURETY 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 \$ 42,498,000. 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 **FRU-CON CONSTRUCTION CORPORATION**

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 4A, SECOND 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 5th day of FEBRUARY, A. D., 1986

6. The foregoing bond is approved and accepted this 3rd day of March 1986.
William J. Beecher
City Manager.

Frank J. Coombs Secretary/Controller
FRU-CON CONSTRUCTION CORPORATION
Contractors and Principals.

THE AETNA CASUALTY AND SURETY COMPANY
Surety.

By Terry F. Lukow
Agent (attach evidence of authority of attorney-
TERRY F. LUKOW Attorney-in-Facta-fact)
940 WEST PORT PLAZA, ST. LOUIS, MO 63146
Address of Surety for Service Purposes

(SEAL)

COUNTERSIGNED BY:

Larry Senkel
LARRY SENKEL
FRANK B. HALL & COMPANY OF TEXAS, INC.
1000 CASHCO, 8 GREENWAY PLAZA
HOUSTON, TX 77046



THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint **J. T. Duffy, Terry F. Lukow, David S. Walsh, Charles W. Gerding, Nancy Watson, Anna M. Seitz, Michael C. Menendez or Diane Deidrick - -**

of **St. Louis, Missouri**, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s), by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incidents thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this **23rd** day of **October**, 19 **85**



THE AETNA CASUALTY AND SURETY COMPANY
By Joseph P. Kiernan
Joseph P. Kiernan
Assistant Vice President

State of Connecticut }
County of Hartford } ss Hartford

On this **23rd** day of **October**, 19 **85**, before me personally came **JOSEPH P. KIERNAN** to me known, who, being by me duly sworn, did depose and say that he/she is **Assistant Vice President** of **THE AETNA CASUALTY AND SURETY COMPANY**, the corporation described in and which executed the above instrument, that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Johanna M. Degan
My commission expires March 31, 19 **89** Notary Public
Johanna M. Degan

CERTIFICATE

I, the undersigned, **Secretary** of the AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked, and furthermore that the Standing Resolutions of the Board of Directors as set forth in the Certificate of Authority are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut, this **20th** day of **FEBRUARY**, 19 **86**



By Vincent A. Walsh
Vincent A. Walsh, Secretary



Letter #PM-4-005

VOSS INTERNATIONAL, a division of
Fru-Con Construction Corporation

P.O. Box 23368
512/627-9291

San Antonio, Texas 78223

February 25, 1986

PD VA Group
9310 Broadway
San Antonio, Texas 78217

PAPE DAWSON
ENGINEERS, INC.
RECEIVED

FEB 25 1986

Attention: Mr. Edward Galwardi, P. E.

Ref: City of San Antonio
Dos Rios: Contract 4A
Voss Project #405399

FILE C-4A 4.40

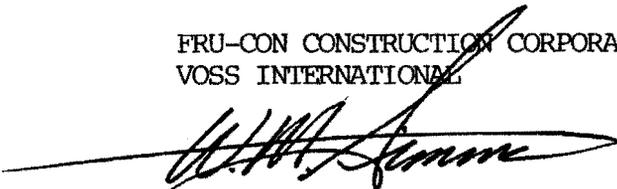
Subject: Flood Insurance

Gentlemen:

Pursuant to your request, the flood insurance for the referenced project is included in the Builder's Risk portion of required insurances.

Sincerely,

FRU-CON CONSTRUCTION CORPORATION -
VOSS INTERNATIONAL



W. M. Simms
Project Manager

WMS:mk

cc: Messrs. John R. Colbert
Palmer Bordelon
Richard Adams - HPM
Project File



CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY)

2-26-86

PRODUCER

FRANK B. HALL & CO. OF MISSOURI, INC.
 100 N. BROADWAY, BOATMEN'S TOWER
 ST. LOUIS, MISSOURI 63102
 PHONE: 1-314-231-0100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	AETNA CASUALTY & SURETY
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED

**Fru Con Construction a
 Fru Con Corporation**
 1299 Clayton Road
 Ballwin, Missouri 63011

RECEIVED
 CITY OF SAN ANTONIO
 1986 MAR - 15

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	51 AL 197872 SRA	3/1/85	3/1/86	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL				PERSONAL INJURY		\$
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
A	AUTOMOBILE LIABILITY	51 AL 197873 SCA	3/1/85	3/1/86	BODILY INJURY (PER PERSON)	\$	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$ 1,000	
	<input type="checkbox"/> HIRED AUTOS						
A	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	51 CH 314071 SSS	3/1/85	3/1/86	STATUTORY		
					\$1,000 (EACH ACCIDENT)	\$	(DISEASE-POLICY LIMIT)
					\$		(DISEASE-EACH EMPLOYEE)
A	OTHER	51 TH 16412 SCA	2/15/86	2/15/88	\$42,498,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

For work on the Dos Rios Facility, Contract 4, Second Stage Facilities. The City of San Antonio, PD VA Group. MALCOM PIRNIE, INC. and Heery Program Management are an additional insured in all coverages except workers compensation.

CERTIFICATE HOLDER**CANCELLATION**

City of San Antonio
 Department of Public Works
 San Antonio, TX

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Don Larson



CERTIFICATE OF INSURANCE

SERIALS TOP STAY ARROWS
ISSUE DATE (MM/DD/YY)

2-25-86

PRODUCER

FRANK B. HALL & CO. OF MISSOURI, INC.
 100 N. BROADWAY, BOATMEN'S TOWER #4
 ST. LOUIS, MISSOURI 63102
 PHONE: 1-314-231-0100

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 NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND,
 EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Fru Con Construction a
 FRU CON CORPORATION
 1299 CLAYTON ROAD WEST
 BALLWIN, MISSOURI 63011

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	AETNA CASUALTY & SURETY	1926	CITY OF SAN ANTONIO RECEIVED CITY CLERK MAR 5 11 09 AM '86
COMPANY LETTER	B			
COMPANY LETTER	C			
COMPANY LETTER	D			
COMPANY LETTER	E			

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO STR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE	
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM	51 GL 497061 SRA	3/1/86	3/1/87	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> UNDERGROUND				BI & PD COMBINED	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> EXPLOSION & COLLAPSE HAZARD				PERSONAL INJURY	\$	\$
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO	51 FJ 472895 SCA	3/1/86	3/1/87	BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS				BI & PD COMBINED	\$ 1,000	
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY						
	<input type="checkbox"/> UMBRELLA FORM				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	51 C 314100 SRA	3/1/86	3/1/87	STATUTORY		
					\$ 1,000 (EACH ACCIDENT)		
					\$ (DISEASE-POLICY LIMIT)		
					\$ (DISEASE-EACH EMPLOYEE)		
	OTHER						
A	Builders Risk	51 TH 16412 SCA	2/15/86	2/15/88		\$42,498,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

For work on the Dos Rios Facility, Contract 4, Second Stage Facilities. The City of San Antonio, PD VA Group, MALCOM PIRNIE, INC., and Heery Program Management are an additional insured in all coverages except workers comp.

CERTIFICATE HOLDER

City of San Antonio
 Department of Public Works
 San Antonio, TX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Alex Seston



**Fru-Con
Construction
Corporation**

10255 Richmond Avenue
Houston, Texas 77042
713/784-1661 Tele 77-5722



ITEM 1

October 23, 1985

City of San Antonio, Texas
Office of the City Clerk
City Hall
Military Plaza and
West Commerce Street
P. O. Box 9066
San Antonio, Texas 78285

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
1985 MAR -5 PM 9 46

Subject: MBE/SBE/WBE Certification

Reference: Dos Rios Facility Contract 4A
Second Stage Facilities

Gentlemen:

This letter is to serve as our Certification that the required MBE/SBE/WBE forms and/or executed subcontracts will be submitted within the specified fifteen (15) days after bid opening date.

Very truly yours,

RON HILTON, PRESIDENT
Printed Name and Title


Signature

PGM/nw

PROPOSAL

TO THE

DEPARTMENT OF PUBLIC WORKS
CITY OF SAN ANTONIO, TEXAS

FOR THE CONSTRUCTION OF

DOS RIOS FACILITY
CONTRACT 4A
SECOND STAGE FACILITIES

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms or corporations; that the Bidder has carefully examined the Contract Documents, that the Bidder has informed himself fully in regard to all conditions pertaining to the work and the place where it is to be done; and from them, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part. The Bidder guarantees these prices for a period of one hundred and twenty (120) calendar days after the actual date of the opening thereof.

When the construction contract is mailed or delivered to the undersigned, the undersigned will, within ten (10) calendar days after the date of mailing or delivery, execute and deliver a Contract in the form hereto attached, together with a performance bond and a payment bond, each of a surety company qualified to do business under the laws of the State and furnished by a company satisfactory to the Owner. The premiums for these bonds shall be paid by the Contractor and shall be included in the Contract price. The undersigned further agrees that the bid security accompanying this Proposal shall become the property of the Owner if the Bidder fails to execute the Contract as stated above.

The undersigned agrees to complete the work of this Contract in seven hundred and fifteen (715) consecutive calendar days. In addition the undersigned agrees to complete the work of this Contract which is identified for early completion in Section 01010 of Division 1 in the time stipulated. Computation of the contract time will begin upon the actual commencement of work by the Contractor or upon the eighth calendar day (assuming the eighth calendar day is a day upon which work may lawfully and contractually be performed) after the date on the Work Project Authorization, issued by the Director of Public Works, whichever occurs first. Under no circumstances shall the work be started before said Work Project Authorization is issued.

The undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain a sum of \$10,000 per day each day thereafter that the work remains incompletd, both for work under the entire Contract and the work identified for early completion, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the work at the time stipulated and this sum is not to be construed as, in any sense, a penalty.

The undersigned acknowledges receipt of the following addenda:

ADDENDUM NO. <u>1</u>	DATE: <u>9/13/85</u>	ADDENDUM NO. _____	DATE: _____
ADDENDUM NO. <u>2</u>	DATE: <u>10/1/85</u>	ADDENDUM NO. _____	DATE: _____
ADDENDUM NO. <u>3</u>	DATE: <u>10/4/85</u>	ADDENDUM NO. _____	DATE: _____
ADDENDUM NO. <u>4</u>	DATE: <u>10/15/85</u>	ADDENDUM NO. _____	DATE: _____
ADDENDUM NO. _____	DATE: _____	ADDENDUM NO. _____	DATE: _____

In accordance with the above understanding, the undersigned proposes to do all the work in its entirety in the manner and under the conditions required at the prices listed as follows:

BID SCHEDULE

In accordance with the above understandings and agreements, Bidder will complete the Work for the following sums:

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
--------------------	---------------------------------	----------------------------

(Amounts to be shown in both words and numerals. In case of discrepancy between the words and numerals, the Owner reserves the right to adopt the most advantageous thereof.)

Item 1. For General Construction including the cost of the effluent filter performance bond required in Section 13525 Paragraph 1.6.A of these specifications. - the lump sum of

Forty one Million Two Hundred Seventy Nine Thousand Dollars and 00 Cents
 and _____ Cents Lump Sum \$ 41,279,000

Item 2. For Extra Excavation, the unit price of

THREE Dollars
 and TWELVE Cents

(\$ 3¹²) per cubic yard 10,000 cu yd \$ 31,200⁰⁰

Item 3. For Extra Select Backfill From On-Site Sources, the unit price of

FOUR Dollars
 and SIXTY Cents

(\$ 4⁶⁰) per cubic yard 1,500 cu yd \$ 6,900⁰⁰

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 4. <u>For Extra Select Backfill From Off-Site Sources, the unit price of</u></p> <p><u>FIFTEEN</u> Dollars</p> <p>and <u>FIFTY</u> Cents</p> <p>(\$ 15⁰⁰) per cubic yard</p>	10,000 cu yd	\$ <u>155,000</u> ⁰⁰
<p>Item 5. <u>For Extra Backfill From On-Site Sources, the unit price of</u></p> <p><u>FOUR</u> Dollars</p> <p>and <u>SIXTY</u> Cents</p> <p>(\$ 4⁶⁰) per cubic yard</p>	5,000 cu yd	\$ <u>23,000</u> ⁰⁰
<p>Item 6. <u>For Extra Backfill From Off-Site Sources, the unit price of</u></p> <p><u>TEN</u> Dollars</p> <p>and <u>TWENTY</u> Cents</p> <p>(\$ 10²⁰) per cubic yard</p>	5,000 cu yd	\$ <u>51,000</u> ⁰⁰
<p>Item 7. <u>For Extra Fill From On-Site Sources, the unit price of</u></p> <p><u>FOUR</u> Dollars</p> <p>and <u>SIXTY</u> Cents</p> <p>(\$ 4⁶⁰) per cubic yard</p>	8,000 cu yd	\$ <u>36,800</u> ⁰⁰

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 8. <u>For Extra Fill From Off-Site Sources, the unit price of</u>		
_____ <u>TEN</u> _____ Dollars		
and _____ <u>TWENTY</u> _____ Cents		
(\$ <u>10²⁰</u>) per cubic yard	8,000 cu yd	\$ <u>81,600⁰⁰</u>

Item 9. <u>For Extra Granular Embedment From On-Site Sources, the unit price of</u>		
_____ <u>FIVE</u> _____ Dollars		
and _____ <u>-No-</u> _____ Cents		
(\$ <u>5⁰⁰</u>) per cubic yard	100 cu yd	\$ <u>500⁰⁰</u>

Item 10. <u>For Extra Granular Embedment From Off-Site Sources, the unit price of</u>		
_____ <u>TWENTY</u> _____ Dollars		
and _____ <u>EIGHTY</u> _____ Cents		
_____ SIXTY _____ Cents		
(\$ 20⁰⁰ ^{20⁰⁰}) per cubic yard	500 cu yd	\$ <u>10,400⁰⁰</u>
		\$ 10,300⁰⁰

Item 11. <u>For Extra Class "A" Concrete, the unit price of</u>		
_____ <u>ONE HUNDRED FIFTY SIX</u> _____ Dollars		
and _____ <u>-No-</u> _____ Cents		
(\$ <u>156⁰⁰</u>) per cubic yard	3,500 cu yd	\$ <u>546,000⁰⁰</u>

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 12. <u>For Extra Class "P" Concrete,</u> the unit price of		
<u>ONE HUNDRED TEN</u> Dollars		
and <u>- No -</u> Cents		
(\$ <u>110⁰⁰</u>) per cubic yard	1,000 cu yd	\$ <u>110,000⁰⁰</u>

Item 13. <u>For Extra Reinforcing Steel,</u> the unit price of		
<u>- No -</u> Dollars		
and <u>THIRTY</u> FORTY TWO Cents <i>ll</i>		
<u>0.32</u> 0.42) per pound <i>ll</i>	50,000 lbs.	\$ <u>16,000⁰⁰</u> 21,000⁰⁰ <i>ll</i>

Item 14. <u>For Extra Lime Slurry Pressure</u> <u>Injection, the unit price of</u>		
<u>- No -</u> Dollars		
and <u>FORTY FIVE</u> Cents		
(\$ <u>0.45</u>) per square foot	30,000 SF	\$ <u>13,500⁰⁰</u>

Item 15. <u>For Extra Clay From On-Site Sources,</u> the unit price of		
<u>FOUR</u> Dollars		
and <u>SIXTY</u> Cents		
(\$ <u>4.60</u>) per cubic yard	500 cu yd	\$ <u>2,300⁰⁰</u>

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 16. <u>For Extra Drainage Material,</u> the unit price of		
<u>NINETEEN</u> Dollars		
and <u>SIXTY</u> Cents		
(\$ 19 ⁶⁰) per cubic yard	500 cu yd	\$ <u>9,800⁰⁰</u>

Item 17. For Extra Sheeting Left in Place and Bracing,
the unit price of

FIVE HUNDRED Dollars
and - No - Cents

(\$ 500⁰⁰) per ton

250 tons

\$ 125,000⁰⁰
42,498,000⁰⁰ ✓

UNOFFICIAL TOTAL

To complete "Unofficial Total" multiply Unit Price bid for those Items having estimated quantities by the estimated quantity and add to Lump Sum prices bid for other Items. The total thus computed is for convenience in comparing bids and will be used for that purpose only.

See Article 72 of the Supplemental General Conditions for the basis of establishing the Official Total.

The undersigned agrees to furnish the cost breakdown in accordance with Section 01370 after bid opening.



The names and residences of all persons and parties interested in the foregoing bid as principals are as follows:

Give first and last names in full. In the case of a corporation, give name of president, treasurer and manager and, in case of partnership, give names and addresses of members.

RON HILTON - PRESIDENT

ROGER T. HOELTING - TREASURER

CHARLES E. PIRTLE - VICE-PRESIDENT (MANAGER)

Notice of acceptance should be mailed, telegraphed or delivered to the undersigned bidder at the following address:

FRU-CON CONSTRUCTION CORP.
(Name of Bidder)

(Seal if Proposal is from corporation)

By: RON HILTON

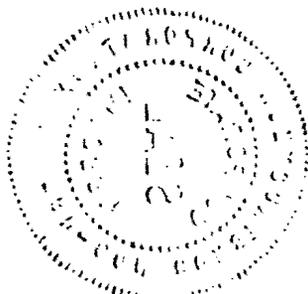
[Signature]
(Signature)

PRESIDENT
(Title)

10255 RICHMOND AVE.
(Business Address)

HOUSTON, TEXAS 77042
(City, State and Zip Code)

DATE: OCT. 23, 1985



CERTIFIED LIST OF SUBCONTRACTORS

The Bidder, FRU-CON CONSTRUCTION CORP., as part of the procedure for the submission of bids on a project known as DES FIDE FACILITY, CONTRACT 4A, SECOND STAGE FACILITIES, submits the following list of subcontractors to be used in the performance of work to be done on said project:

NAME	TRADE	MINORITY GROUP	DOLLAR AMOUNT
EROSION CONTROL	LANDSCAPING		
QUALITY FENCE	FENCE		
KLEBAHN	LANDSCAPING		

SA

All subcontractors must submit a Certification Form No. 100 through the Prime Contractor. It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make any additions, deletions or substitutions to this certified list without the consent of the City's Director of Public Works and Director of Equal Employment Opportunity.

CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

NAME AND TITLE OF SIGNER: RON HILTON, PRESIDENT
(Please Print or Type)

SIGNATURE: *Ron Hilton* DATE: OCT. 23, 1985

FORM NO. SMBE 101

ASSURANCE OF COMPLIANCE
EQUAL EMPLOYMENT OPPORTUNITY

CITY OF SAN ANTONIO

REVISED

NOVEMBER 17, 1981

The bidder, FRU. CON CONSTRUCTION CORP. hereafter known as "Contractor," as a part of the procedure for the submission of bids on a project known as DOS RIOS FACILITY, CONTRACT 4A. SECOND STAGE FACILITIES agrees to the following conditions if awarded a contract by the City of San Antonio, hereafter known as City; on the above named project.

1. The Contractor will not discriminate in any personnel action including hiring, promotion, suspension, termination, sick leave, work assignments, holidays and vacation on the basis of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.
2. The Contractor will submit a copy of its Affirmative Action Plan for Equal Employment, to include and address SMBE Program requirements, to the Department of Equal Employment Opportunity of the City of San Antonio prior to the execution of the contract.
3. The Contractor agrees to provide the City with whatever information may be requested by the Department of Equal Employment Opportunity for the purpose of monitoring compliance with equal employment opportunity including affirmative action and SMBE Program requirements.
4. The Contractor agrees to attempt to fill newly created positions with qualified persons, so that the Sex and

Ethnic ratios approximate the ratios of the Civilian Labor Force as determined by the 1970 Census for job classifications similar to those jobs created by the proposed contract. The Equal Employment Opportunity Department will provide the statistical data on the job classes specified by the Contractor.

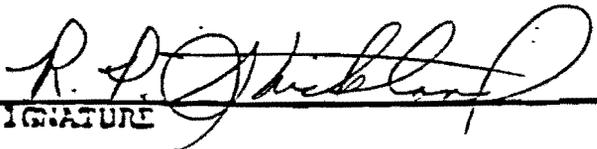
5. The Contractor agrees to update its Affirmative Action Plan annually or as required by the Department of Equal Employment Opportunity, taking into consideration changes in the Civilian Labor Force and the Contractor's needs to insure non-discrimination and affirmative action relevant to employment.

It is understood that failure to comply with any of these conditions may constitute a violation of the contract between the Contractor and the City and may result in termination of the contract and/or the barring of the Contractor from future contracts with the City.

FOR THE CONTRACTOR

ROBERT P. STICKLAND

NAME



SIGNATURE

E.E.O. OFFICER

TITLE

MINORITY BUSINESS ENTERPRISE
UTILIZATION STATEMENT
FOR
[NAME OF COMPANY]

In connection with the performance of this contract for a project known as [NAME OF PROJECT] the [NAME OF COMPANY], hereinafter referred to as the "Contractor" assures the following:

1. To provide for full and fair utilization of minority business enterprises (MBE's) and to use its best efforts to ensure that MBE's shall have an equitable opportunity to compete for subcontract work pursuant to the MBE Utilization Statement.
2. The Contractor will carry out the terms of the SMBE Clause, as provided in the BID PACKAGE.
3. Included as part of this statement is the Certification form (SMBE Form No. 100) for the Prime Contractor and all subcontractors to be used in the performance of work on said project. The Contractor assures the City that it will file an SMBE Form 100 for all subcontractors/suppliers used during the term of this contract.
4. The Contractor demonstrates its good-faith effort to utilize MBE's as subcontractors/suppliers (if applicable) by describing in narrative form its activity in all of the following areas: [DESCRIBE COMPANY EFFORTS WHICH RESULTED IN MBE PARTICIPATION ON THE PROJECT OR YOUR EFFORTS, PRESENT AND FUTURE IF APPLICABLE, IN ATTEMPTING TO UTILIZE MBE'S.]
 - A. Listing of all MBE solicitations related to this contract agreement, including name, trade area solicited, bid received and reason for rejection of unsuccessful bidders/suppliers.
 - B. Copies of advertisements in news media, trade associations, etc., soliciting MBE's.
 - C. Copies of all correspondence with contractor associations and other business associations.
 - D. Identification of all MBE listings or directories utilized, and indicate results.
 - E. Identification of any direct negotiations with MBE's for specific sub-bids/supplies.
 - F. Discussion of any other efforts aimed at utilizing MBE's.

5. The Contractor will attempt to achieve the MBE utilization goal of 12 - 15% in Construction or Professional Services [WHICHEVER IS APPLICABLE TO CONTRACTOR] as established by the San Antonio City Council. The Contractor (has/has not) achieved the prescribed goal for this type of contract. [STATE CONTRACTOR'S MBE UTILIZATION GOAL ACHIEVEMENT, I.E., THE MBE DOLLAR PERCENTAGE OF THE TOTAL DOLLAR AMOUNT FOR THE CONTRACT. IF THE CONTRACTOR IS UNABLE TO AWARD SUBCONTRACTS OR PROCURE SUPPLIES AND SERVICE WITH A VALUE EQUAL TO THE STATED GOAL PERCENTAGE, IT SHALL DISCUSS IN NARRATIVE THE JUSTIFICATION FOR NON-ACHIEVEMENT OF THE GOAL, DETAILING THESE EFFORTS IDENTIFIED IN PARAGRAPH 4 ABOVE OR 6 BELOW.]

THE CONTRACTOR IS EXPECTED TO SOLICIT BIDS FOR SUBCONTRACTORS/SUPPLIERS FROM AVAILABLE MBE'S UNDER THIS CONTRACT.

[NOTE: GOALS ARE APPLICABLE FOR THESE AREAS WHICH THE CONTRACTOR ANTICIPATES TO SUBCONTRACT AND/OR SUPPLIES NECESSARY IN THE PERFORMANCE OF THE CONTRACT. THE CONTRACTOR'S COMMITMENT TO A SPECIFIC GOAL IS TO ASSIST IN ACHIEVING MBE UTILIZATION OBJECTIVES, AND IS NOT INTENDED AND SHALL NOT BE USED TO DISCRIMINATE AGAINST ANY QUALIFIED COMPANY OR GROUP OF COMPANIES.]

6. The Contractor shall take the following actions to assure that MBE's shall have the maximum practicable opportunity to compete for subcontract/supplier work under this contract:
- A. The Contractor shall list all anticipated trade areas to be subcontracted in the performance of this contract. The format shall include at a minimum:
- (1) Description of work to be subcontracted
 - (2) Estimated dollar amount
 - (3) Anticipated utilization date on project
 - (4) MBE's solicited (Yes/No; Explain)
- B. The Contractor shall list all suppliers, vendors or professional contractors for which services or goods are anticipated to be supplied on this project. The format shall include at a minimum:
- (1) Services or goods needed
 - (2) Estimated dollar amount

(3) Anticipated utilization date on project

(4) MBE's solicited (Yes/No; Explain)

7. To ensure that the Contractor's MBE Program is carried out as required, [NAME, TITLE AND PHONE NUMBER] is hereby appointed to coordinate and administer the Contractor's efforts.
8. This statement is subject to the Equal Employment Opportunity Director's approval.

Signature of Authorized Official

Title of Official

Date

LIST OF MANUFACTURERS

Each bidder shall enter in the spaces provided the names of manufacturers of equipment and materials which he proposes to furnish.

Upon award of a contract, the named equipment or materials shall be furnished, unless changes are specifically authorized by the OWNER.

Equipment or material substitutions will be permitted only if named equipment or material does not meet the specifications or the manufacturer is unable to meet delivery requirements of the construction schedule.

Preliminary acceptance of equipment or materials listed by the manufacturer's name shall not in any way constitute a waiver of the specifications; final acceptance will be based on full conformity with the specifications covering the equipment or materials.

List of Manufacturers must be fully completed for the proposal to be considered responsive.

<u>Equipment</u>	<u>Specification Section</u>	<u>Manufacturer</u>
Sluice Gates	11205	FEE-Co, HYDRO-GATE, ASH, WATERMAN, COLDWELL-WILCOX, (RODNEY HUNT)
Slide Gates	11216	WASHINGTON, FEE-Co, HYDRO-GATE, ASH, WINDHAM, COLDWELL-WILCOX, (RODNEY HUNT) WHIPPS
Waste Backwash Pumps	11308	FREEDERICK TEARBY, FAIRBANKS-MORSE
Non-clogging Centrifugal Pumps	11311	ALLIS-CHALMERS, (FAIRBANKS-MORSE)
Progressing Cavity Pumps and Macerators	11315	MOYND, (ROBBINS-MEYERS), NETZSCH, STATIFLO, SCHREIBER, PASSAVENT
Screw Pump Equipment	11317	LAKESIDE, GRAY, ASH, (ASDOR)
Settling Tank Equipment	11350	(LEOPOLD) RICHARDS OF ROCKFORD, (CAPITOL)
Chlorination Equipment	11355	MAURER & TIERNAN, FISHER & PORTER,
Channel Air Blowers and Appurtenances	11373	(HOFFMAN), DRESSER, LAMSON,
Channel Air Diffusion Equipment	11375	(SANITARE), PARKSON, STATIFLO,
Process Air Diffusion Equipment	11376	STATIFLO, NORTON, (SANITARE), ENVIREX,

<u>Equipment</u>	<u>Specification Section</u>	<u>Manufacturer</u>
Instrument Air System	11377	<u>INGERSOLL-RAND</u> <i>ll</i>
Automatic Backwash Filter System	13525	LAKESIDE, <u>ENVIRONMENTAL ELEMENTS</u> , AQUA-AEROBIC, <i>ll</i>
Instrumentation and Control Equipment (Provide Supplier)	13620	<u>WESTINGHOUSE</u> <i>ll</i>
15 KV Cable	16124	<u>ALUCONDA</u> KEOTE, DRONITE <i>ll</i>
Unit Substations	16311	<u>V.I.E.M.</u> GE, WESTINGHOUSE, <i>ll</i>
Intercommunication System	16760	<u>EXECUTONE</u> <i>ll</i>
Motor Control Centers	16920	WHEEL-HAMMER, GE, S.D. AULIN-BRADLEY, FURNAS, <u>RLOCKNER/MOELLER</u> <i>ll</i>

ITEMIZED COST BREAKDOWN

COMPLETION OF THE ITEMIZED COST BREAKDOWN IS NOT REQUIRED AS A PART OF THE PROPOSAL SUBMITTAL. REFER TO INSTRUCTIONS TO BIDDERS AND INFORMATION BELOW FOR SUBMITTAL REQUIREMENTS.

The Itemized Cost Breakdown consists of two categories, EQUIPMENT and FACILITY OR STRUCTURE. Where a specific equipment type is referenced, the amount entered shall be the total cost of furnishing and installing the equipment in accordance with the listed Specification Section. Where a specific structure or facility is referenced, the amount entered shall include costs for all construction activities, including all required equipment (except for equipment specifically included under the EQUIPMENT category), piping and electrical work located within a zone with outermost dimension five (5) feet greater than the outermost dimensions of the structure or facility.

The Itemized Cost Breakdown shall be completed by the three (3) apparent low bidders and submitted to the OWNER no later than 5:00 P.M. on October 29, 1985.

EQUIPMENT CATEGORY

<u>Type</u>	<u>Specification Section</u>	<u>Cost</u>
Sluice Gates	11205	L.S. \$ <u>1,479,978.00</u>
Slide Gates	11216	L.S. \$ <u>155,348.00</u>
Waste Backwash Return Pumps	11308	L.S. \$ <u>86,945.00</u>
Non-clogging Centrifugal Pumps	11311	L.S. \$ <u>24,869.00</u>
Progressing Cavity Pumps and Macerators	11315	L.S. \$ <u>185,960.00</u>
Screw Pump Equipment	11317	L.S. \$ <u>685,647.00</u>

Settling Tank Equipment	11350	L.S. \$	<u>1,275,506.00</u>
Chlorination Equipment	11355	L.S. \$	<u>27,272.00</u>
Channel Air Blowers and Appurtenances	11373	L.S. \$	<u>211,665.00</u>
Channel Air Diffusion Equipment	11375	L.S. \$	<u>317,804.00</u>
Process Air Diffusion Equipment	11376	L.S. \$	<u>1,236,148.00</u>
Instrument Air System	11377	L.S. \$	<u>39,610.00</u>
Automatic Backwash Filter System	13525	L.S. \$	<u>5,297,513.00</u>
Instrumentation and Control Equipment	13620	L.S. \$	<u>1,594,634.00</u>
15 KV Cable	16124	L.S. \$	<u>18,878.00</u>
Unit Substations	16311	L.S. \$	<u>77,609.00</u>
Intercommunication System	16760	L.S. \$	<u>97,476.00</u>
Motor Control Centers	16920	L.S. \$	<u>171,638.00</u>

FACILITY OR STRUCTURE CATEGORY

42" Diameter Second Stage Spike Pipe From
First Stage Facilities Influent Channel
to First Stage Facilities Effluent Channel
(including spike meter chamber and effluent
channel stub) L.S. \$ 496,711.00

First Stage Piping Gallery Stub
(including pipe gallery piping
modifications) L.S. \$ 64,445.00

72" Diameter Leon Creek Effluent
Pipe from First Stage Facilities Effluent
Channel to Second Stage Facilities Effluent
Channel L.S. \$ 275,542.00

Second Stage Aeration and Settling Tanks Including Pipe Gallery, Influent Channel, Mixed Liquor Channel and Effluent Channel	L.S. \$	<u>16,614,875.00</u>
Return Sludge Pump Station and 54" Diameter Return Sludge Discharge Piping	L.S. \$	<u>1,122,849.00</u>
EAS Pump Station	L.S. \$	<u>25,588.00</u>
Second Stage Channel Air Blower Station	L.S. \$	<u>73,769.00</u>
System Monitoring Station	L.S. \$	<u>133,871.00</u>
Effluent Filters	L.S. \$	<u>3,257,923.00</u>
Waste Backwash Return Pump Station	L.S. \$	<u>123,223.00</u>
All Other Site Work Including Piping Outside the Five (5) Foot Zone for Referenced Facilities or Structures	L.S. \$	<u>4,032,564.00</u>
All Other Electrical Work Including Distribution Systems, Outdoor Electrical Equipment and Area Lighting Fixtures	L.S. \$	<u>1,202,007.00</u>
Field Offices, Specification Section 01510, Paragraphs 1.1.L. and 1.1.M., excluding all utilities, installation and use charges; and maintenance charges	L.S. \$	<u>90,133.00</u>

RECEIVED
FRU-CON CONGT AUG 26 1986

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

1986 OCT -3 PM 3:24

RECEIVED

AUG 26 1986

HEERY PROGRAM MGMT. INC.

FILE

DOS RIOS ADVANCED SECOND STAGE FACILITIES

CONTRACT NO. 4A

PROJECT NO. 26-010049

CHANGE ORDER NO. 2

HEERY

62288
2-6-86

INDEX

Change Order No. 2

Tabulations of Negotiated Proposals

Exhibit "A" - C4APR-006

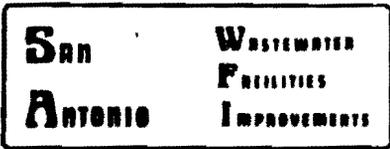
Exhibit "B" - C4APR-007

Exhibit "C" - C4APR-008

Minutes of Negotiations - July 23, 1986

Addendum to Negotiations - August 26, 1986

Change Order Request Log



CHANGE ORDER

CHANGE ORDER NUMBER 02 DATE August 26, 1986
 PROJECT NAME Dos Rios Advanced Second Stage Facilities - Contract No. 4A
 PROJECT NO. 26-010049

The following changes are hereby made a part of the Contract Documents:

- Item No. 1. Additional paving on Road B-B and associated items. (See EXHIBIT A)
- 2. Furnish and install 2 each 16" X 28' long and 1 each 20" X 28' long D.I. Pipe sections (See EXHIBIT B)
- 3. Furnish and install manhole steps in Return Sludge Pump Station. (See EXHIBIT C)

Justification:

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

Original Contract Amount	\$ <u>42,498,000.00</u>	Original Contingency Funds	\$ <u>4,249,000.00</u>
Cost of Previously Approved Change Orders	\$ <u>12,362.58</u>	Adjustments Due to Previously Approved Change Orders	\$ <u>12,362.58</u>
Cost of this Change Order	\$ <u>13,005.17</u>	This Change Order Adjustment	\$ <u>13,005.17</u>
New Contract Amount	\$ <u>42,523,367.75</u>	Contingency Fund Balance	\$ <u>4,223,632.25</u>

This Change Order is Acceptable.

Contractor Fox-Con Construction Corp
 By [Signature]
 Title Pres Mgr Date 8-26-86

Recommended:

[Signature]
 Department of Wastewater Management

[Signature] 8-28-86
 CONSTRUCTION MANAGER

[Signature] 8/27/86
 ENGINEER

Professional Fee () Eligible () Ineligible

Approved:
[Signature]
 City Manager 10-2-86 Date

Approved:
[Signature] 9/22/86
 Director of Public Works Date

Ord 62288
 2-6-86

TABULATION OF NEGOTIATED PROPOSALS

	<u>TIME</u>	<u>COST</u>
C4APR-006	0	\$6,500.00
C4APR-007	0	5,576.33
C4APR-008	0	<u>928.84</u>
TOTAL CHANGE ORDER NO. 2		\$13,005.17

EXHIBIT "A"

HEERY

REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-006

DATE: May 27, 1986

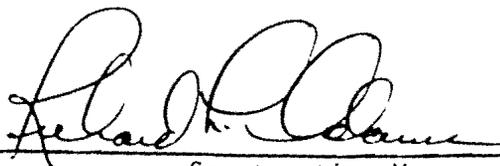
CONTRACTOR Fru-con Construction Company
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities - Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

1. Place a 1-inch asphalt surface course for that Section of Road B-B paved by Contract No. 1.
2. Install four (4) previously tested light standards along the stretch of Road B-B south of Contract No. 2. Standards to be furnished by M.E.C.I.
3. Landscape the area north of the drainage channel to the south shoulder of Road B-B along the route of the 24" Pipeline and Duct Bank.
4. Repair all damaged area caused by Fru-Con and landscape the area north of the drainage channel.
5. During the period of paving operations Fru-Con's restrictions on the use of Rabel Road are waived. This waiver should be in effect from May 27 to June 6, 1986.



Construction Manager

Owner

CHANGE ORDER PROPOSAL

Date July 17, 1986

Director of Public Works
 City of San Antonio
 Post Office Box 9066
 San Antonio, Texas 78285

Subject: Project Name DOS RIOS: Contract 4A
 Project No. 26-010049
 Change Order No. To Be Assigned

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

<i>For roadwork as described by C4A-PR-006</i>	
Reasonable Cost	\$5,652.17
15% Mark-up	847.83

Total	\$6,500.00

RECEIVED
 JUL 23 1986
 HEERY PROGRAM MGMT. INC.

JUSTIFICATION:

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

Total Cost of Extra Work Covered by Above :	\$ 6,500.00
Previously Approved Extra Work:	\$ -0-
Original Contract Amount:	\$ 42,498,000.00
TOTAL:	\$ 42,504,500.00

By: [Signature]
 Title: Project Manager
 Contractor: Fru-Con Construction

May 23, 1986

HEERY PROGRAM MANAGEMENT
1100 N.W. Loop 410, Suite 727
San Antonio, Texas 78213

RECEIVED**MAY 27 1986**

Attention: Mr. R. Adams

Re: DOS RIOS FACILITIES
CONTRACT 4A - ROAD B-B

HEERY PROGRAM MGMT. INC.

Dear Mr. Adams;

At a meeting between Mr. J. Colbert of Fru-Con and myself on the evening of May 22, 1986 the following was discussed, regarding use of Road B-B, subsequent to paving by McCarthy Environmental Construction Inc.. In exchange for lifting the load limit restriction on that section of Road B-B, after paving by M.E.C.I.- Fru-Con has agreed to the following:

- Place a 1-inch asphalt surface course for that section of Road B-B paved by Contract 1.
- Install four(4) previously tested light standards along the stretch of Road B-B South of Contract 2. These standards will be turned over by M.E.C.I. to Fru-Con for storage by Contract 4A.
- Landscape the area North of the drainage channel to the South shoulder of Road B-B, along the route of the 24" EFBW and ductbank.
- Depending on ownership of base material in the Contractor parking area, leave base material in place or remove, grade and landscape area.
- M.E.C.I. will grade out and topsoil the area North of the drainage channel to the limit of the present Contractor access roads, the Contractor for Contract 4A will replace and regrade areas damaged by Contracts 4A and 2.
- M.E.C.I. will grade and topsoil that area South of the drainage channel adjacent to the Contract 4A parking area to the limit of the Contract 4A parking area.

JUSTIFICATION

Completion of Contract No. 1 required paving of Road B-B, setting a number of light standards, and landscaping certain areas. If this was accomplished, the area landscaped and light standards would be potentially damaged by construction work taking place under Contract No. 4A. In order to facilitate the completion of the Dos Rios Facilities, the items of work as outlined in the Engineer's letter will be accomplished by the Contractor on Contract No. 4A.

EXHIBIT "B"

HEERY

REQUEST FOR CHANGE ORDER PROPOSAL C4APR-007

DATE: June 16, 1986

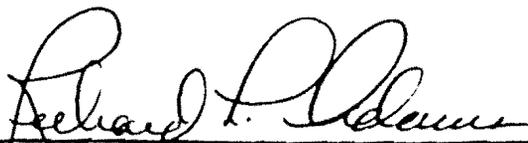
CONTRACTOR Fru-con Construction Corporation
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

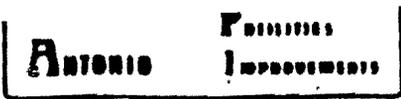
SCOPE OF WORK:

1. Furnish and install two (2) -16" x 28' D. I. pipe as shown on Construction Drawings No. c/s-32 and c/s-33. Pipes to be encased in concrete as shown on Construction Drawing No. c/s-41. Location is at coordinates E5710 and E5880.
2. Furnish and install one (1) -20" x 28' D.I. pipe as shown on Construction Drawings No. c/s-32 and c/s-33.



Construction Manager

Owner



CHANGE ORDER PROPOSAL

Date July 21, 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios-Contract 4A
Project No. 26-010049
Change Order No. To Be Assigned

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

To install (2) 16" & (1) 20" DI Pipe, encased in concrete.

Reasonable Cost	\$8,429.00
15% Mark-up	1,264.00

Total	\$9,693.00

JUSTIFICATION: RCOP-C4APR-007

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

Total Cost of Extra Work Covered by Above :	\$ <u>9,693.00</u>
Previously Approved Extra Work :	\$ _____
Original Contract Amount :	\$ _____
TOTAL :	\$ _____

By : 
Title : Project Manager
Contractor : Fru-Con Construction Corporation

ATTACHMENT TO C4APR-007

LABOR

Excavate & BF

Operator	24MH @ \$11.00	=	\$264.00
Labor	16MH @ 4.80	=	76.80

Set Pipe

Pipe Fitter	62MH @ 11.00	=	682.00
Operator	12MH @ 11.00	=	132.00
Pipe Fitter Foreman	16MH @ 12.50	=	200.00

\$1,354.80

Fringes

354.35

Total Labor

\$1,709.15

CONCRETE

22Cy @ 156.00	=	3,432.00
---------------	---	----------

MATERIAL

Ductile Iron Pipe

16" - 56LF @ \$22.36	=	1,252.16
20" - 28LF @ 30.50	=	854.00

Total Material

\$2,106.16

EQUIPMENT

Backhoe	16HRS @ 23.65	=	378.40
F.O.G.	16HRS @ 10.70	=	171.20

18TN	12HRS @ 39.65	=	475.80
F.O.G.	12HRS @ 13.00	=	156.00

\$1,181.40

=====
Total Cost
\$8,429.00

ENGINEER'S ESTIMATE

Quantities and unit prices as shown on Contractor's Cost Proposal were agreed to by both the Contractor and ENGINEER with changes as shown below:

Labor - Excavate and backfill:

Operator - 16 manhours @ \$11.00	-	\$ 176.00
Laborer - 16 manhours @ \$5.00	-	80.00

Set Pipe:

Pipefitter - 62 manhours @ \$10.35	-	\$ 641.70
Operator - 12 manhours @ \$11.00	-	132.00
Pipefitter Foreman - 16 manhours @ \$13.00	-	<u>208.00</u>
		\$1,237.70
	Fringes	-
		<u>323.72</u>
	Total Labor	-
		\$1,561.42
Material		2,106.16
Equipment		1,181.40
Concrete (Unit Price)		<u><3,432.00></u>
	Total Cost	\$4,848.98
	15% Markup	<u>727.35</u>
	TOTAL	\$5,576.33

JUSTIFICATION

Contract No. 4A Contract Drawings showed two 16" x 28' D.I. pipes and one 20" x 28' D.I. pipe to be installed by others. Pipes were not indicated on Contract No. 2 Contract Drawings to be installed at all.

HEERY

EXHIBIT "C"

HEERY

ANTONIO

**Facilities
Improvements**

REQUEST FOR CHANGE ORDER PROPOSAL C4A PR-008

DATE: June 24, 1986

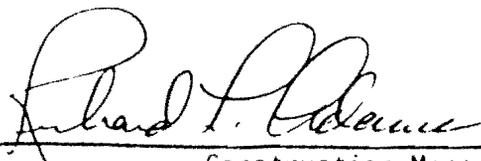
CONTRACTOR Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. to be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

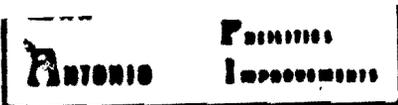
SCOPE OF WORK:

Furnish and Install ladder rungs, as required, beneath 5' x 5' hatchway located at N. W. corner of RSPS, El. 485.75. Rungs to be located on the South Wall, (see drawing S-19), similar to those on Contract No. 2 . Reference is made to R.F.I. #C-011-026.



Construction Manager

Owner



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JUL 21 1986

HEERY PROGRAM MGMT. INC.

CHANGE ORDER PROPOSAL

No. C4APR-008

Date July 18, 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name DOS RIOS CONTRACT 4A
Project No. 26-010049
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

For addition of 25 manhole steps in the Return Sludge Pump Station.

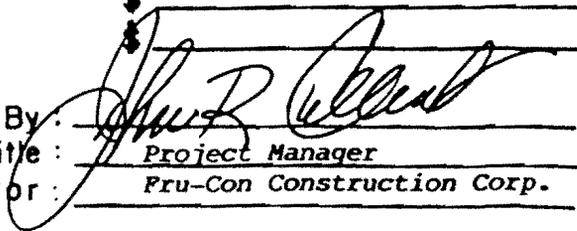
Reasonable Cost	\$840.49
15% Markup	126.07

	\$966.56

JUSTIFICATION:

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

Total Cost of Extra Work Covered by Above :	\$ <u>966.56</u>
Previously Approved Extra Work:	\$ <u>-0-</u>
Original Contract Amount:	\$ _____
TOTAL:	\$ _____

By: 
 Title: Project Manager
 Contractor: Fru-Con Construction Corp.

July 18, 1986 3

Attachment to: C4A-008

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JUL 21 1986

HEERY PROGRAM MGMT. INC.

MATERIAL

(25) extruded aluminum manhole steps \$8.73/ea.
neenah NR-1982-W

\$218.25

(Lot) Formwork - not reusable

50.00

LABOR

Carpenter 32 MH @ \$11.00/hr = \$352.00

Carp. Foreman 8 MH @ 12.70/hr = 101.60

453.60

Fringes 118.64

\$572.24

\$572.24

\$840.49

Total Reasonable Cost

ENGINEER'S ESTIMATE

Quantities and material prices were agreed to by the Contractor and the ENGINEER. Hourly wages were not the same as indicated in Certified Payrolls. The following changes were agreed to by all parties, i.e. Carpenter hourly rate - \$10.35/hr. instead of \$11.00/hr., Carpenter Foreman - \$12.05/hr. instead of \$12.70/hr. The following changes are made and agreed on by all parties.

Labor:

Carpenter - 32 manhours @ \$10.35/hr.	\$331.20
Carpenter Foreman - 8 manhours @ \$12.05/hr.	<u>96.40</u>
	\$427.60
Fringes	<u>111.84</u>
	\$539.44
Material	<u>268.25</u>
Total Cost	\$807.69
15% Markup	<u>121.15</u>
TOTAL	\$928.84

JUSTIFICATION

Access in N.W. corner of Return Sludge pump Station, elevation 485.75, through 5' x 5' hatchway was impossible without ladder rungs. These rungs were not shown on the Contract Drawings on Contract No. 4A

CHANGE ORDER NEGOTIATION MEETING

July 23, 1986

C4APR-001

Item No. 1

Delete removal of 7,309 c.y. of select backfill material. Never installed under Change Order No. 3, Contract No. 2. Price agreed to by Malcolm Pirnie, Inc. (MPI), Heery Program Management (HPM), and Fru-Con was \$1.14/c.y.

Item No. 2

Furnish and install 11'6" of 24" D.I. pipe. Price agreed to by MPI, HPM, and Fru-Con was \$1,488.38.

Item No. 3

No cost change on deletion of overtime requirements, i.e. from hours over 8/day to hours over 40/week.

TOTAL AGREED COST OF C4APR-001

DEDUCT: \$6,843.88

C4APR-006

Additional paving on Road B-B and other associated items. Price agreed to by MPI, HPM, and Fru-Con.

ADD: \$6,500.00

Price doesn't include concrete base, conduit, and wiring of light standards. This is to be in another change order.

~~C4APR-007~~

Furnish and install two 16" x 28' D.I. pipes and one 20" x 28' D.I. pipe encased in concrete. Price agreed to by MPI, HPM, and Fru-Con.

ADD: \$9,523.13

C4APR-008

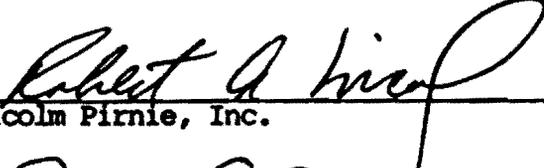
Furnish and install manhole steps in Return Sludge Pump Stations. Price agreed to by MPI, HPM, and Fru-Con.

ADD: 928.84

HEERY

The above negotiations and prices have been agreed to by all parties.


Fru-Con Construction Corporation


Malcolm Pirnie, Inc.


Heery Program Management

ADDENDUM TO NEGOTIATIONS - July 23, 1986

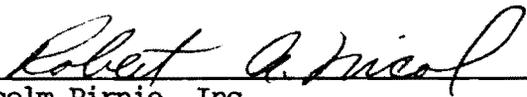
C4APR-007

Heery Program Management, Malcolm Pirnie, Inc., and Fru-Con Construction Corporation met on August 26, 1986, and agreed to delete the cost of concrete estimated in this proposal. Unit Prices under the Contract will be used.

The above has been agreed to by all parties.



Fru-Con Construction Corporation



Malcolm Pirnie, Inc.



Heery Program Management

HEERY

PROJECT: DOS RIOS FACILITY, CONTRACT 44

REQUEST FOR CHANGE ORDER LOG

CONTRACTOR: FRU-CON CONSTRUCTION
 ENGINEER: MALCOLM PIRNIE, INC.

PROJECT NO.	DATE OF REQ'ST	PROPOSAL REQUESTED BY	DESCRIPTION	DATE OWNER NOTIFIED	DIRECTIVE ISSUE DATE	TO/FROM CONTRACTOR FOR PRICING	COST SUBMITTED BY CONTRACTOR	TO/FROM ENGR. FOR REVIEW	FINAL VALUE OF CH. ORDR	TO/FROM CONTRACTOR FOR SIG.	TO/FROM ENGR. FOR RECOM.	DATE SUBMIT'D TO CITY	DATE APPRD.	REMARKS	C.O. NO.
001	3/10/86	H.P.M.	ORDERING & "OUTER BOUNDARY REMOVAL AND 1 1/2" OF 42" PAVE	7/24/86	N/A	3/10/86 TO 3/12/86	44,964.44	4/1/86	6,483.88	3/12/86 TO 3/12/86	3/12/86	3/12/86			01
002	3/10/86	H.P.I.	REMOVE 2 1/2" CLEV CHANGE MANUFACTURE ON	7/24/86	N/A	3/10/86 TO 3/11/86	(2153.57)	4/1/86	(2153.57)	3/12/86 TO 3/12/86	3/12/86	3/12/86			01
003	3/10/86	H.P.I.	CHANGE MANUFACTURE ON SUBSTITUTION & AT CE	7/24/86	N/A	3/10/86 TO 3/11/86	21,000	4/1/86	21,000	3/12/86 TO 3/12/86	3/12/86	3/12/86			01
004	4/8/86	H.P.M.	MUL & FURISH 750' X 20' BRUSHY FILL	7/24/86	N/A	4/8/86 TO 4/10/86	14,704.00	4/1/86	14,704.00	4/10/86 TO 4/10/86	4/10/86	4/10/86			03
005	5/16/86	H.P.I.	SUB & EXPANDED & CLAND MARK			5/16/86 TO 5/16/86									
006	5/16/86	H.P.I.	PAVE ROAD 0-13 & OTHER ITEMS	7/24/86	N/A	5/16/86 TO 5/16/86	6,500	5/20/86	6,500	5/16/86 TO 5/16/86	5/16/86	5/16/86			02
007	6/11/86	H.P.M.	CONCRETE & CURB 2-1/2" B CONCRETE GRANITE PAVE 81-20' &	7/24/86	N/A	6/11/86 TO 6/11/86	96.93	7/20/86	576.33	6/11/86 TO 6/11/86	6/11/86	6/11/86			02
008	7/24/86	H.P.I.	CURB & CURB LABOR RAMP	7/24/86	N/A	7/24/86 TO 7/24/86	966.56	7/24/86	928.84	7/24/86 TO 7/24/86	7/24/86	7/24/86			02
009	7/26/86	H.P.I.	MOD TO 6" SKIN. CUR. PAVE			7/26/86 TO 7/26/86			870						

RECEIVED
FRU-CON CONS. AUG 12 1986

DOS RIOS ADVANCED SECOND STAGE FACILITIES

CONTRACT NO. 4A

PROJECT NO. 26-010049

CHANGE ORDER NO. 1

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
1986 NOV -5 PM 4: 11

HEERY

Ord 62288
2-6-86

INDEX

Change Order No. 1

Tabulations of Negotiated Proposals

Exhibit "A" - C4APR-001

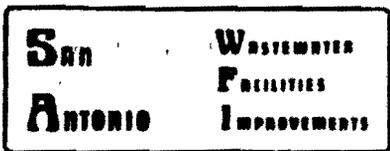
Exhibit "B" - C4APR-002

Exhibit "C" - C4APR-003

Change Order Request Log

Minutes of Negotiations - May 19, 1986

Minutes of Negotiations - July 23, 1986



CHANGE ORDER

CHANGE ORDER NUMBER 01 DATE July 28, 1986
 PROJECT NAME Dos Rios Advanced Second Stage Facilities - Contract No. 4A
 PROJECT NO. 26-010049

The following changes are hereby made a part of the Contract Documents:

- Item No. 1. Delete removal of over burden, install additional 24" D.I. Pipe, Delete overtime requirement. (See EXHIBIT A)
- 2. Change pump Specifications at Pump Station 4A, change valve location. (See EXHIBIT B)
- 3. Change electrical equipment manufacturer. (See EXHIBIT C)

Justification:

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

Original Contract Amount	\$ <u>42,498,000.00</u>	Original Contingency Funds	\$ <u>4,249,000.00</u>
Cost of Previously Approved Change Orders	\$ <u>0</u>	Adjustments Due to Previously Approved Change Orders	\$ <u>0</u>
Cost of this Change Order	\$ <u>12,362.58</u>	This Change Order Adjustment	\$ <u>12,362.58</u>
New Contract Amount	\$ <u>42,510,362.58</u>	Contingency Fund Balance	\$ <u>4,236,637.42</u>

This Change Order is Acceptable.

Contractor Fry-CON CONSTRUCTION CORP
 By [Signature]
 Title Pres MGR Date 8-12-86

Recommended:

[Signature]
 Department of Wastewater Management

[Signature] 8-18-86
 CONSTRUCTION MANAGER
[Signature] 8/12/86
 ENGINEER

Professional Fee () Eligible () Ineligible

Approved:

[Signature]
 City Manager 9/12/86 Date

Approved:

[Signature] 9/2/86
 Director of Public Works Date

TABULATION OF NEGOTIATED PROPOSALS

	<u>TIME</u>	<u>COST</u>
C4APR-001	0	<\$ 6,483.88>
C4APR-002	0	< 2,153.54>
C4APR-003	0	<u>21,000.00</u>
TOTAL CHANGE ORDER NO. 1		\$12,362.58

EXHIBIT "A"

HEERY

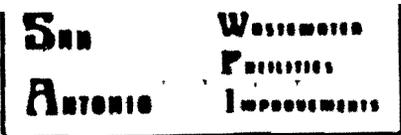
SND**ANTONIO****WATERWAYS
FACILITIES
IMPROVEMENTS****REQUEST FOR CHANGE ORDER PROPOSAL** No. C4A PR-001DATE: March 10, 1986**CONTRACTOR** Exu-Con Construction Corporation
P. O. Box 23368
San Antonio, Texas 78223**PROJECT NAME** Dos Rios Advanced Second Stage Facility, Contract 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

1. Deletion of the Removal of 6" of compacted select backfill of the twelve (12) inches of overfill required to be installed under Change Order No. 3 of Contract No. 2. Coordination with C2PR-045, Contract No. 2 is required.
2. Furnish and install 11'-6" of 42" diameter PCCP Pipe as shown on Contract Drawing Sheets No. C/S-5, G-9 and Associated Drawings. Refer to R.F.I. No. M-004-006.
3. Delete EPA Requirements concerning overtime payment in excess of 8 hours/day, change to overtime pay for hours in excess of 40 hours/week.

Construction ManagerOwner



CHANGE ORDER PROPOSAL

No. C4A-001

Date March 18, 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios; Contract 4A
Project No. 26-010049
Change Order No. To be assigned by Heery.

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

See request for Change Order Proposal No. C4APR-001.

Table with 3 columns: Item description, Amount, and Total. Includes items like Reasonable Cost, Unit Price Items, and No associated costs.

JUSTIFICATION:

The Contract completion time will be (increased)(decreased) 1 work days.

Summary table showing Total Cost of Extra Work Covered by Above, Previously Approved Extra Work, Original Contract Amount, and TOTAL.

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MAR 21 1986

HEERY PROJECT MANAGEMENT CO.

By: [Signature]
Title: Project Manager
Contractor: Fru-Con Construction Corp.

Attachment to C4A-001 (Item #1)

Deletion of the removal of six inch (6") of compacted select backfill
of the overfill to be installed under Change Order #3 to Contract 2.

Total amount <u>not</u> installed	-	7,309 CY
	\$ / CY	<u>.98</u>
Total Reasonable Cost		\$ 7,162.82 (deduct)

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HENRY FREDERICKSON & COMPANY, INC.

Attachment to C4A-001 (Item #2)

<u>Item</u>	<u>Quantity</u>	<u>Man-hours</u>	<u>Material</u>
42" ø Prestressed Concrete Cylinder Pipe	11.5 ft	6-PF	\$ 709.21
42" ø Short Pipe Cut Charge	1 each		<u>186.00</u>
	Total Material		\$ 895.21

<u>Equipment</u>	<u>Man-hours</u>	<u>Equipment</u>
40 Ton Crane	2 - Operator	\$ 214.52
FOG		<u>36.70</u>
	Total Equipment	\$ 251.22

LABOR

<u>Man-hours</u>	<u>Craft</u>	<u>Labor \$ + Fringe \$</u>		<u>Total Amount</u>
6	Pipefitters	\$ 60.00	\$ 15.69	\$ 75.69
2	Operators	21.50	5.62	<u>27.12</u>
	Total Labor			\$ 102.81
	Total Reasonable Cost (Item #2)			\$1294.24

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MAR 21 1986

HEERY CONSULTING ENGINEERS INC.

Attachment to C4A-001 (Item #2)

Earthwork for 11'-6" of 42" ϕ PCCP.

UNIT PRICE WORK

Excavation	50 CY @ \$3.12/CY	\$156.00
Granular Embedment	20 CY @ 20.80/CY	416.00
Backfill (On-site)	30 CY @ 4.60/CY	<u>138.00</u>
		\$710.00

FRU-CON CONST MAR 18 1986

Gifford-Hill-American, Inc.

MANUFACTURER OF CONCRETE PRESSURE PIPE

CORPORATE OFFICE POST OFFICE BOX 47470 DALLAS, TEXAS 75247 0470 PHONE (214) 262 3600 D/FW METRO 263-1990

October 14, 1985

Fru-Con Construction Corporation
10255 Richmond Avenue
Houston, Texas 77042

Attention: Mr. Harvey Leach



NORTHERN DIVISION
P.O. Box 531571 Phone (214) 262 1571
Grand Prairie, Texas 75053 1571

P.O. Box 5667 Phone (806) 765-6721
Lubbock, Texas 79417-5667

SOUTHERN DIVISION
P.O. Box 40550 Phone (713) 466 6723
Houston, Texas 77240-0550

P.O. Box 1117 Phone (512) 573 3112
Victoria, Texas 77902-1117

QUOTATIONPURCHASE CONTRACT February 3, 1986

SAN ANTONIO, TEXAS

Dos Rios Second Stage Facilities
Contract No. 4A
G-H-A Inquiry No. 379.85
G-H-A Job No. 86-10LE

1:00 p.m., October 23, 1985

The prices in this quotation are subject to change.
Please contact a Gifford-Hill-American Representative
prior to submitting your bid.

See reverse side of this page for Terms and Conditions.

Tom D. Baugh

Victoria Office - 512/573-3802

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MAR 21 1986
HEAVY CONSTRUCTION INC.

An Equal opportunity employer

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1 ea	- 72" Gkt. One-Piece CLOSURE Section w/Filler Ring	\$ [REDACTED]	[REDACTED]
2 ea	- 72" Short Pipe Cut Charge	[REDACTED]	[REDACTED]
2 ea	- 72" Gkt. 22.52°-45.00° BEND	[REDACTED]	[REDACTED]
1 ea	- 72" Short Pipe Cut Charge	[REDACTED]	[REDACTED]
1 ea	- 72" Gkt. x 72" Tapped Flg. Wall Fitting w/72" Blind Flg.	[REDACTED]	[REDACTED]
8 ea	- 72" Joint Harness Assembly	[REDACTED]	[REDACTED]
Sub-Total \$		[REDACTED]	[REDACTED]

42" Second Stage Spike
 from Sludge Riser Well No. 1
 (Shts. G-9,C/S-5,C/S-4,C/S-3,C/S-1,C/S-2,S-40)

915 LF	- 42" L-301 Pipe, Class 40-50'	\$ 61.67	\$ 56,428.
1 ea	- 42" Gkt. Dished Head PLUG w/1" Thd. Outlet	[REDACTED]	[REDACTED]
1 ea	- 42" Gkt. x 42" Cpl. P.E. ADAPTOR	[REDACTED]	[REDACTED]
1 ea	- 42" Flexible Coupling (411-438803-003)	[REDACTED]	[REDACTED]
1 ea	- 42" Cpl. P.E. x 42" M.J.P.E. ADAPTOR w/1" Thd. Outlet	[REDACTED]	[REDACTED]
--	- Valve (by others)	-	-
1 ea	- 42" M.J.P.E. x 42" Gkt. ADAPTOR w/1" Thd. Outlet	[REDACTED]	[REDACTED]
1 ea	- 42" Gkt. One-Piece CLOSURE Section w/Filler Ring	[REDACTED]	[REDACTED]
1 ea	- 18" Flg. w/18" Blind Flg. on 42" Pipe	[REDACTED]	[REDACTED]
1 ea	- 42" Short Pipe Cut Charge	186.00	186.
1 ea	- 42" Gkt. x 42" Flg. ADAPTOR w/Wall Ring	[REDACTED]	[REDACTED]
--	- Meter (by others)	-	-
1 ea	- 42" Flg. x 42" Cpl. P.E. ADAPTOR (LL=10.00')	[REDACTED]	[REDACTED]
1 ea	- 42" Flexible Coupling (411-438802-003)	[REDACTED]	[REDACTED]
1 ea	- 42" Cpl. P.E. x 36" Flg. Eccentric REDUCER w/4" Flg. Outlet	[REDACTED]	[REDACTED]
--	- Valve (by others)	-	-
1 ea	- 36" Flg. TEE w/1-36" x 2" Thd. Outlet Reducing Flg.	[REDACTED]	[REDACTED]
1 ea	- 36" Flg. x 36" Gkt. ADAPTOR w/Wall Ring	[REDACTED]	[REDACTED]
1 ea	- 36" Gkt. x 42" M.J.P.E. Eccentric REDUCER w/1" Thd. Outlet	[REDACTED]	[REDACTED]

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 MAR 21 1986
 HEERY PROGRAM MGMT. INC.

ENGINEER'S ESTIMATE

ITEM NO. 1:

Remove 6" overburden

Minimum Equipment:

1 - D-14 Grader	-	\$22.00/hr.
1 - Front End Loader	-	17.85/hr.
2 - 30 yd. Scrapers @ \$45.00/hr.	-	<u>90.00/hr.</u>
	TOTAL EQUIPMENT	\$129.85/hr.

Manpower:

Operators @ \$10.75/hr. + \$2.81/hr. (Fringe)	-	\$ 13.56/hr.
Four (4) Operators Required @ \$13.56/hr.	-	<u>54.24/hr.</u>
	TOTAL COST PER HOUR	\$184.09/hr.

Assumption:

1 Scraper Load - 5 min.
 Turnaround - 10 min.
 15 min./scraper

4 trips/hr./scraper @ 30 c.y./load/trip = 120 c.y./hr.

Rate/c.y. = $\frac{120 \times 2}{\$184.09} = \$1.30/c.y.$

ITEM NO. 2:

Furnish and install 11'6" of 42" diameter PCCP

Pipe: 11'6" X \$61.67/l.f.	-	\$ 709.21
Short cut pipe	-	<u>186.03</u>
	TOTAL	\$ 895.21
Labor @ \$30/l.f. (estimate)	-	<u>\$ 345.00</u>
	TOTAL	\$1,240.21
	+ 15%	<u>186.03</u>
	TOTAL	\$1,426.24

ITEM NO. 3:

Change overtime requirements from hours in excess of 8 hours/day to hours in excess of 40 hours/week. NO CHANGE

SUMMARY

Item No. 1	7,309 c.y. x \$1.30	<\$9,501.70>
Item No. 2		1,426.24
Item No. 3		0.00
	TOTAL	<\$8,075.46>

JUSTIFICATION

ITEM NO. 1:

According to Contract Specifications under Project No. 26-010049, Contract No. 4A, Contractor was required to remove 6" of overfill. This 6" of overfill was never installed under a previous contract. Contractor therefore did not have to remove the overfill.

ITEM NO. 2:

The 42" diameter second stage spike tie-in at the Primary Influent Channel is shown in place on Contract No. 4A drainage as 21'6" from the wet face. Contract No. 2 drawings show installation required of a 10' stub-out from the wet face. This leaves a gap of 11'6" not covered under either contract.

ITEM NO. 3:

The U.S. Federal Government has changed the requirement on overtime pay from hours in excess of 8 hours per day to hours in excess of 40 hours per week.

EXHIBIT "B"

HEERY

REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-002

DATE: March 13, 1986

CONTRACTOR Fru-Con Construction Corporation
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advance Secondary Facilities Contract 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

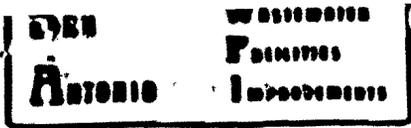
SCOPE OF WORK:

1. Delete the furnishing and installing of submersible duplex end suction pumps for Sewage Pump Station 4-A specified under Specification No. 11306, Section 2.1.A, Part 2. The furnishing and installation of pumps shall be accomplished under Section 15411 of the Contract Specifications. Reference is made to R.F.I. M-002-004, dated February 19, 1986.
2. Revise the location of the 24" CLGV from the location as shown on Drawing G-14 of the Contract Drawings to the riser pipe located at the southwest corner of the effluent channel. Elevation to be furnished by Engineer at time of installation. Reference is made to R.F.I. M-001-003, dated February 19, 1986.



Construction Manager

Owner



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APR 14 1986

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CHANGE ORDER PROPOSAL No. C4A-002

Date April 10, 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios; Contract 4A
Project No. 26-010049
Change Order No. To be Assigned by Heery Program Management

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

See Request For Change Order Proposal No. C4APR-002.

Item 1. Reasonable Cost	<\$2,013.31>
Item 2. Reasonable Cost	< 140.23>
TOTAL	<\$2,153.54>

JUSTIFICATION:

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

Total Cost of Extra Work Covered by Above:	\$ <u><2,153.54></u>
Previously Approved Extra Work:	\$ <u>-0-</u>
Original Contract Amount:	\$ <u>42,498,000.00</u>
TOTAL:	\$ <u>42,495,846.46</u>

By : [Signature]
Title : Project Manager
Contractor : Fru-Con Construction Corporation

* See Letter # 399-049

Attachment to C4A-002 (Item #1)

<u>Item</u>	<u>Qty.</u>	<u>Manhours</u>	<u>Material</u>
Delete:			
1) Section 11306 Pumps @ PS-4A with Controls	2	<48-PF>	<\$7,756.00>
Add:			
1) Section 15411 Pumps @ PS-4A with Controls	2	40-PF	\$5,756.00
2) Support Poles with Brackets		<u>1-PF</u>	<u>75.00</u>
		TOTAL MANHOURS	< 7-PF>
			TOTAL MATERIAL
			<\$1,925.00>

Labor

<u>Manhours</u>	<u>Craft</u>	<u>Labor \$</u>	+	<u>Fringe \$</u>	<u>TOTAL AMOUNT</u>
<7>	Pipefitter	<\$70.00>		<\$18.31>	<\$88.31>
		TOTAL LABOR			<\$88.31>
		TOTAL REASONABLE COST (Item #1)			<\$2,013.31>

Attachment to C4A-002 (Item #2)

<u>Item</u>	<u>Qty.</u>	<u>Manhours</u>	<u>Material</u>
Delete:			
1) 2½" Gate Valve	1	<1>	<\$79.00>
2) Valve Box	1	<1>	<\$37.00>
3) Extn. Stem	1	<1>	<\$64.00>

Add:

1) 2½" True Union Ball Valve	1	<u>1</u>	<u>\$65.00</u>
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TOTAL MANHOURS <2>

TOTAL MATERIAL <\$115.00>

Labor

<u>Manhours</u>	<u>Craft</u>	<u>Labor \$</u>	+	<u>Fringe \$</u>	<u>TOTAL AMOUNT</u>
<2>	Pipefitter	<\$20.00>		<\$5.23>	<\$25.23>
		TOTAL LABOR			<\$25.23>

TOTAL REASONABLE COST (Item #2) <\$140.23>

3 April 1986

HAHN QUOTATION NO. 2452

FRU-CON CORPORATION
P.O. Box 23368
San Antonio, Texas 78223

ATTN: J.D. Thompson

RE: CITY OF SAN ANTONIO
DOS RIOS FACILITY

Gentlemen:

HAHN EQUIPMENT CO., INC. is pleased to submit the following proposal to FRU-CON CORPORATION for sewage pumping equipment.

Each pump station will include the following equipment, as specified, per the schedule at the end of this proposal.

Two (2) FLYGT electric submersible pumps
Two (2) Discharge connections with hardware
Two (2) Upper and intermediate guide bar brackets
One (1) STA-CON regulator control panel
Four (4) Roto-float liquid level controls
One (1) Aluminum access cover
One (1) Wall socket for lifting hoist

SCHEDULE:

- 1) Drainage Pump Station 4-1:
6", Model CP-3152, 454 impeller, 20 H.P., 1750 RPM motor,
3/60/460 volt.
- 2) Drainage Pump Station 4-2/4-3/4-4:
6", Model CP-3152, 434 impeller, 20 H.P., 1750 RPM motor,
3/60/460 volt.
- 3) Drainage Pump Station 4-5:
3", Model CP-3085, 436 impeller, 3 H.P., 1750 RPM motor,
3/60/460 volt.
- 4) Drainage Pump Station 4-6:
4", Model CP-3102, 432 impeller, 5 H.P., 1750 RPM motor,
3/60/460 volt.
- 5) Drainage Pump Station 4-7:
6", Model CP-3127, 432 impeller, 10 H.P., 1750 RPM motor,
3/60/460 volt.

HAHN Equipment Co., Inc.

5636 Kansas • Houston, Texas 77007 • (713) 868-3255

SCHEDULE (cont.):

- 6) Sewage Pump Station 4A:
4", Model CP-3127, 483 impeller, 10 H.P., 1750 RPM motor,
3/60/460 volt.

In addition to the above, we are providing one (1) portable lifting hoist to be used at all pump stations.

TOTAL PRICE FOR ABOVE EQUIPMENT: \$76,400.00

Per your request for change #CHA-002, we can delete the equipment for Drainage Pump Station 4A, for \$7,756.00.

We offer the following equipment in accordance with Section 15411, per your request:

- Two (2) FLYGT Model MP-3085, 2" submersible grinder pumps, 3 H.P.,
3500 RPM motor, 3/60/460 volt.
- Two (2) Discharge connections with hardware.
- Two (2) Upper guide bar bracket
- One (1) STA-CON regulator control panel
- Four (4) Roto-float liquid level controls
- One (1) Aluminum access cover.
- One (1) Wall socket for lifting hoist

NOTE: We are quoting an aluminum access cover in lieu of the specified steel cover, and are not quoting the float support pole or bracket.

PRICE FOR ALL EQUIPMENT LISTED: \$5,756.00

Prices quoted are F.O.B. Houston, Texas, freight allowed to jobsite, includes start-up assistance, and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 8-10 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing.

TERMS OF PAYMENT: 1% 10 days/net 30 from the date of invoice. A 1½% per month service charge will accrue on all past due amounts. Invoices will be issued upon notification that all equipment is available for delivery within our agreed delivery schedule.

ATTN: J.D. Thompson.
RE: City of San Antonio, Dog Rios Facility
3 April 1986
Page Three

CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

This proposal consists of six pages.

Respectfully submitted,

HAHN EQUIPMENT CO., INC.


John Delaney
Sales Representative

JD:cm
Enclosures

- I. **ACCEPTANCE** — This proposal is subject to acceptance by the Purchaser within 30 days. Prices are subject to change without notice; all quotations whether at published or special prices automatically expire 30 days from date of quotation, if not cancelled prior to that time by another quotation or by a notice of cancellation, and are automatically cancelled without notice simultaneously with the date of a price change. Acceptance of this quotation is limited to the terms hereof and Seller hereby objects to different or additional terms unless accepted by Seller in writing. No acceptance of this proposal by the Purchaser and no purchase order for any of the machinery offered in this proposal shall create any contract between Seller and Purchaser or be binding in any way upon Seller until such acceptance or purchase order is approved in writing by an executive officer of the Seller.
- II. **WARRANTY** — As the distributor for various manufacturers, the Seller is dependent upon representation and promises made by these manufacturers as to quality of material, performance data, and delivery schedules. The Seller will pass on to the Purchaser warranties which may be available from the manufacturer of the products involved. In addition to any applicable warranties that may be passed on to the Purchaser, the Seller will warrant items of original manufacture of the Seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be made in a timely fashion by written notice to the Seller and the Seller or manufacturer involved shall have the option of requiring the return of the defective part, transportation prepaid to establish the claim. The Seller shall not be held liable for damages or delay caused by defects. The Seller's liability to the Purchaser except as to title, arising out of the supplying of the said equipment, or its use, whether based upon warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period, all such liability shall terminate. The Seller shall not in any event be held liable for any special, indirect or consequential damages.
- III. **TITLE** — The Seller will deliver the equipment F. O. B. cars or trucks at point of shipment and such delivery will constitute delivery to the Purchaser. Title and risk of loss of the equipment shall pass to the Purchaser at this point.
- IV. **INSURANCE** — The Purchaser shall bear all risk of loss or damage to the machinery after delivery and shall provide and maintain adequate insurance against loss or damage by fire or other causes to the machinery during the time between delivery and final payment in an amount fully protecting the Seller. Loss or damage by fire or other causes within such period shall not relieve the Purchaser from his obligation to pay the purchase price in full.
- V. **TERMS** — Terms are net cash upon shipment or notification that we are ready to ship. Prorata payments shall become due and payable as partial shipments are made hereunder. Payment within thirty (30) days will be considered the same as cash pending approval of credit. These terms apply to partial as well as complete shipments. On orders over \$50,000.00 or as specifically stated in our proposal, special payment terms may be required. These terms are normally included with our proposal and are as stated in the Terms & Conditions form of the manufacturer involved. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.
- VI. **TAXES** — The Purchaser shall pay to the Seller, in addition to the purchase price, the amount of all sales, use, privilege occupation, excise or other taxes, federal, state, local or foreign which the Seller is required to pay in connection with furnishing goods or services to the Purchaser.
- VII. **FREIGHT** — Unless otherwise agreed upon in writing, all equipment is quoted F. O. B. shipping point. The Purchaser shall pay to the Seller in addition to the purchase price, freight charges which may be required in shipping the equipment from the point of manufacture or storage to the Purchaser's plant. If freight charges are included in the quotation, then the Purchaser shall pay to the Seller, in addition to the purchase price, any amount by which transportation charges may be increased, either by reason of increased transportation rates or because of a change in the method of transportation.
- VIII. **PRICE AND ADJUSTMENT** — The following clauses are applicable to the extent they are referred to elsewhere in this proposal. Selection of price adjustment clause is based upon the proposed shipping date for the equipment offered.
- Clause 1: The prices named herein are not subject to any change from the prices in effect on the date the order is accepted.
- Clause 2: The prices named herein will be adjusted to the prices in effect at time of shipment.
- Clause 3: The prices named herein are subject to escalation in accordance with manufacturer's standard escalation policy or as otherwise stated in the proposal.
- IX. **SHIPPING DATES** — The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller relies upon the information supplied by various manufacturers and will endeavor to maintain quoted shipment times but the Seller will not be liable for any special, indirect or consequential damages arising from delay in shipment, irrespective of the reason therefore.
- X. **CANCELLATION** — The Purchaser may cancel his order only upon written notice and payment to the Seller of reasonable and proper cancellation charges including administrative and engineering expense and loss of profits.
- XI. **RESTOCKING** — No merchandise may be returned to the Seller without its written consent and shipping instructions being first obtained. Restocking charges will be provided upon request for the particular item involved and will be as determined by the equipment manufacturer.

**FLYGT 5 YEAR (10,000 HOUR) PUMP WARRANTY
MUNICIPAL PERMANENT INSTALLATIONS**

For the period defined below, FLYGT offers a Commercial Warranty to the original End Purchaser against defects in workmanship and material covering Parts and Labor on its pumps when used in permanent installations, in compliance with the requirements of the FLYGT Catalog and Technical Manual specifications, for use in Sewage Collection Systems or for Intermittent (40% duty cycle or less) pumping of Raw Sewage, Municipal Wastewater, Potable or Raw Water, Storm Water or similar, abrasive free non-corrosive liquids ("Qualified Liquids").

FLYGT Pumps used with Qualified Liquids in Sewage Lift Stations are Warranted for 5 years. FLYGT pumps used for Sewage Treatment Processing or for more continuous (41% duty cycle or more) pumping of Qualified Liquids are Warranted for 10,000 hours of operation. Warranty begins on the date of shipment from FLYGT. FLYGT will pay the following share of the cost of replacement parts and labor provided the Pump, with Cable attached, is returned prepaid to an Authorized FLYGT Service Facility for repairs. Cutting Blades, Plates and Impellers for XP Pumps are not included in this warranty.

TIME AFTER SHIPMENT

Months:	0-18	18-30	40-60
Hours:	0-3000	3000-6500	6500-10,000
Warranty:	100%	50%	25%

Unless otherwise specified by FLYGT Corporate Headquarters, time after shipment shall be determined from shipping date, to date of receipt of defective product (or Warranty Claim) by FLYGT or any of FLYGT's Authorized Service Facilities.

Electrical System Schematics (including Bills of Material) may be required to support any Warranty Claims; they will normally be required with Claims for pumps of 18 horsepower and greater. This Warranty shall not apply to any Product or Part of Product which has been subjected to misuse, accident, negligence, used in a manner contrary to FLYGT's printed instructions or damaged due to a defective power supply, improper electrical protection or faulty installation or repair. The five year (or 10,000 hour) Warranty applies to the following Accessories if originally purchased with the pumps: Discharge Connection, Access Cover, HDL Valve, Guide Bar Bracket(s), Starting Control & Power Cables).

FLYGT's sole obligation under this Warranty shall be to Repair, Replace or Grant a Credit Reimbursement at its discretion, through its Warranty Processing Procedures for defective products when returned prepaid to FLYGT and upon FLYGT's exclusive examination found to be defective. Products repaired or replaced under this Warranty will be returned freight prepaid.

FLYGT neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment. Any enlargement or modification of this Warranty by a Representative, or other Selling Agent shall become his exclusive responsibility.

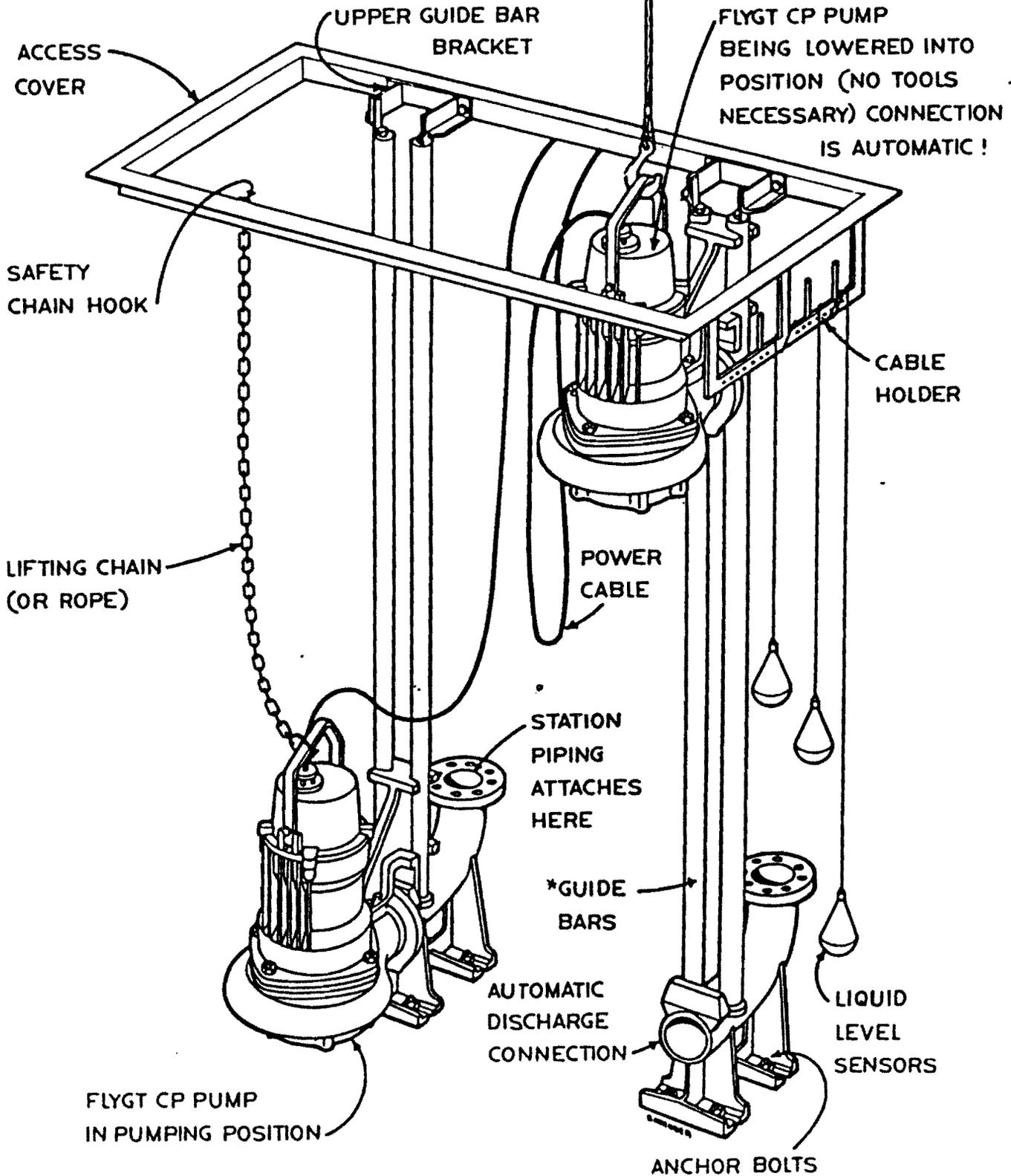
FLYGT WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, UNAUTHORIZED REPAIR SHOP EXPENSES, OR FOR PUMPS PURCHASED OR USED WITHOUT FLYGT SUPPLIED CABLE OR CONTROLS UNLESS SUITABLE FOR THE PURPOSE AND EQUAL TO FLYGT CABLES OR CONTROLS. THE WARRANTIES MADE HEREIN BY FLYGT ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. FLYGT ASSUMES NO LIABILITY FOR LOSS OF USE OR FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN RESPECT TO THE USE OR OPERATION OF FLYGT PRODUCTS, OR ANY EQUIPMENT OR ACCESSORIES IN CONNECTION THEREWITH.

FLYGT CORPORATION
Subsidiary of ITT
FUS 5-1980

A FLYGT DUPLEX "CP" PUMPING STATION

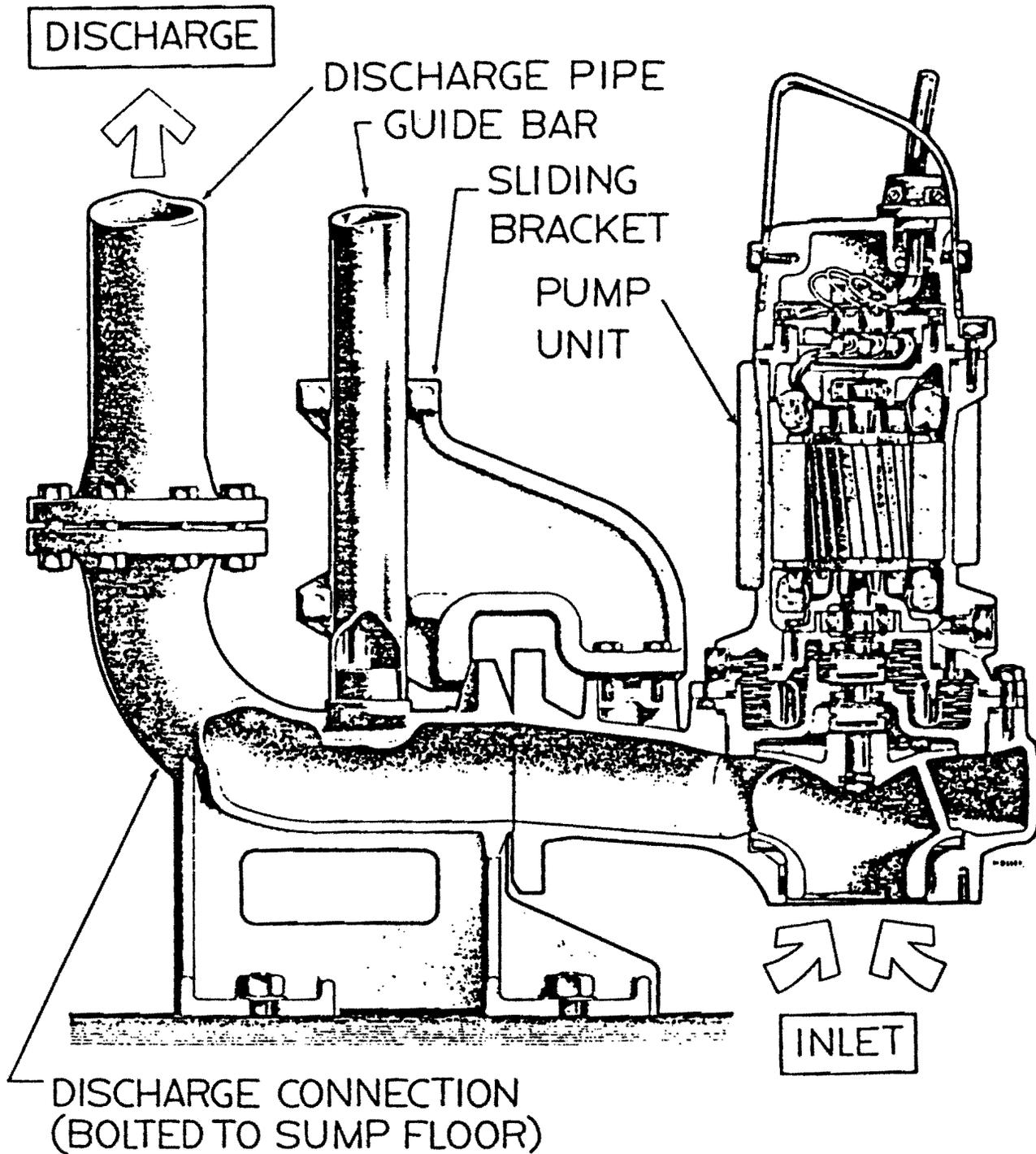
SECTION	PAGE
C	40
SUPERSEDES	ISSUED

TYPICAL
For Reference Only

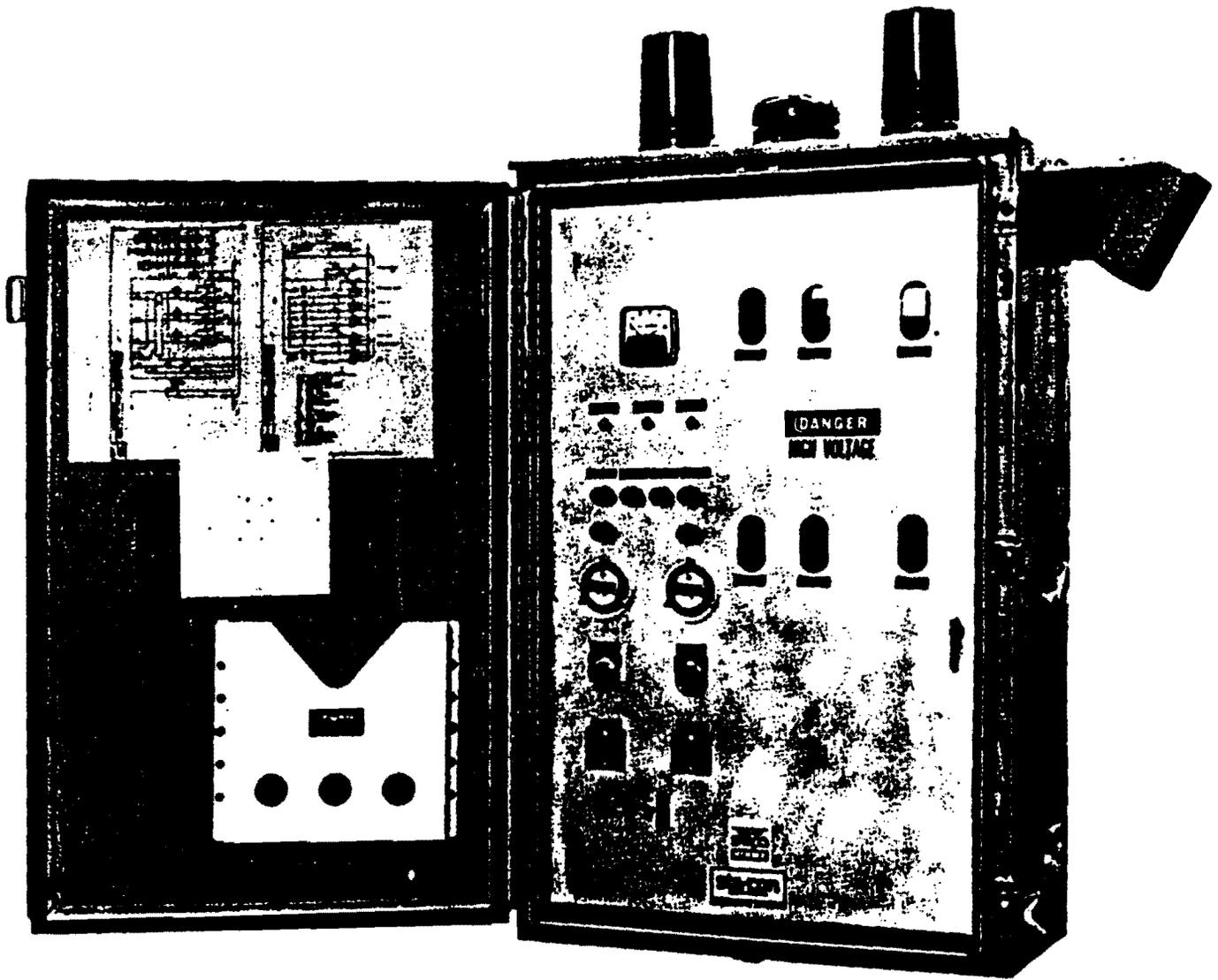


CP PUMP WITH AUTOMATIC DISCHARGE CONNECTION

C	



Blueprint for Excellence



sta-con
INCORPORATED

Blueprint for Excellence

All Pump Control Panels are basically the same, right?

WRONG!

Standards vary from manufacturer to manufacturer. At STA-CON, we've built our reputation by maintaining 5 tough standards for each of our panels.

Standard #1 QUALITY

We stock only top-quality components for use in each of our 123 basic design options. These options meet all standard and most non-standard applications utilizing "bubbler" or "float" regulator controls in duplex or triplex pump control panel designs.

Standard #2 RELIABILITY

Prior to factory shipment, STA-CON Control Panels undergo rigid quality control testing. After assembly, each function is checked and re-checked under rigorous, simulated conditions, utilizing both primary and back-up systems. Then, each panel is warranted except for shipping damage.

Standard #3 SAFETY

A STA-CON Panel is a SAFE panel, designed to protect the equipment it controls, the panel and the operating personnel. For safety reasons, we build only 24-volt regulator controls.

Other standard features of every panel include heavy-duty breakers, overload protection on all starters as well as optional phase protection devices, lightning protectors, and D.C. Alarm Systems.

Standard #4 TRACEABILITY

All STA-CON control panels are serialized and logs maintained on file for future review.

Standard #5 INTERCHANGEABILITY

Once a standard control is developed for a user, all future systems are manufactured to the same configuration.





SPECIAL DESIGN ASSISTANCE

STA-CON's Engineering staff is available to assist in the design of any special or unique control system.

NEW DESIGN CONCEPT

STA-CON MANUFACTURED PANELS are unique because they incorporate specific design requests into a Standard Modularized Control System to assure compatibility & interchangeability. This concept simplifies maintenance, standardizes panel designs and reduces user parts inventories. Complete replacement modules are stored at the warehouse and stand ready for quick shipment.

STANDARD MODULARIZED FEATURES

- 24-Volt Regulator Control Voltage ONLY
- Heavy Duty Breakers
- Regulator Failure Back-Up System
- Automatic Alternation
- Across-the-Line Magnetic Starters with Overload Protection
- Pump Run Indicators
- Level Indicators
- Duplex Receptacle
- Aluminum Dead Front
- Continuous Aircraft Hinge
- Corrosion Inhibitors
- Solid State Alternator

SPECIAL DESIGN FEATURES AVAILABLE IN STANDARD UNITS

Phase Protection Devices

D. C. Alarm Systems

Lightning Protection

Corrosion Resistant Enclosures

Water Level Alarms

Elapsed Time Meters

Water Level Gauges or Indicators

Push To Test Indicators

sta-con
INCORPORATED

ENGINEER'S ESTIMATE

ITEM NO. 1:

Delete pumps at PS-4A with controls under Section 11306 of Contract Specifications.

2 pumps @ \$3,878.00 (Quote from Vendor) <\$7,756.00>

Manpower:

Assume 40 man hours installation @ \$10.35 + \$2.70 (Fringe) < 522.00>

Add pumps at PS-4A with controls under Section 15411 of Contract Specifications.

2 pumps @ \$2,878.00 (Quote from Vendor) \$5,756.00
Support Poles 100.00
Manpower same as above \$ 522.00

TOTAL <\$1,900.00>

ITEM NO. 2:

Delete 2-1/2" gate valve - <\$125.00>
Delete valve box - < 60.00>
Delete extension stem - < 30.00>

Manpower:

Assume 5 man hours @ \$13.05/hr. - <\$65.25>

Add 2-1/2 Union ball valve - \$100.00
Manpower (one (1) man hour) - 13.05

TOTAL <\$167.20>

ITEM NO. 1 and ITEM NO. 2 TOTAL - <\$2,067.20>

JUSTIFICATION

ITEM NO. 1:

Contract Specification Section 11306 and 15411 both refer to pumps, motors, and controls for the Sewage Pump Stations. The Engineer has determined that Specification 11306 is incorrect for sewage pumps required on this Contract. For pumps, motor, and controls for Sewage Pump Station 4A, the Engineer has deleted sub-paragraph 8 under Part 2.1.A. of Section 11306. Specification 15411 is to be used for purchasing and installing pumps, motors, and controls in Sewage Pump Station 4A.

ITEM NO. 2:

Original Contract Drawings showed the 2-1/2" CLGV valve buried. This would require a special valve, valve box, and valve extension. In order for the valve to be installed and operated easier, the Engineer moved the location to above ground.

EXHIBIT "C"

HEERY

REQUEST FOR CHANGE ORDER PROPOSAL No. C4A PR-003

DATE: March 17, 1986

CONTRACTOR Fru-Con Construction Company
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned.

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

1. Provide and install Westinghouse Motor Control Centers instead of Klockner-Moeller as proposed in your Construction Bid. This equipment is to be furnished and installed as required by Section 16920 of the Contract Specifications.
2. Provide and install Westinghouse Equipment for the Unit Substation instead of I.E.M. Equipment as proposed in your Construction Bid. This equipment is to be furnished and installed as required by Section 16311 of the Contract Specifications.



Construction Manager

Owner

ENGINEER'S ESTIMATE

1. Cancellation charge of Klocner-Moeller	\$7,000.00
2. Increase for Westinghouse Substations	7,000.00
3. Increase for Westinghouse Control Centers	<u>6,000.00</u>
Total	\$20,000.00
Contractor Markup 5%	<u>1,000.00</u>
TOTAL	\$21,000.00

JUSTIFICATION

In order to standardize all major electrical equipment, i.e. motor control center, and unit substations, Engineer has requested that these items be Westinghouse manufactured. This would standardize all spare parts and replacement parts on Contract No's. 2, 3, and 4A.

CHANGE ORDER NEGOTIATION MEETING

May 19, 1986

C4APR-001

Item No. 1

Delete removal of 7,309 c.y. of select backfill material. Never installed under Change Order No. 3, Contract No. 2.

Contractor's Price = \$0.98/c.y.

ENGINEER'S PRICE = \$1.30/c.y.

Fru-Con would not negotiate the price based on their concern of a related Change Order on Contract No. 2. This concern is the price of removal of 7,309 c.y. of select backfill from Change Order No. 3, Contract No. 2. Heery Program Management (HPM) to coordinate negotiations on this item and change order on Contract No. 2.

Item No. 2

Furnish and install 11'6" of 24" D.I. pipe. Price agreed on by all parties, i.e. Construction Manager, ENGINEER, and Fru-Con except for the short pipe cut item of \$186.00. Fru-Con to research item and get back to Malcolm Pirnie, Inc. (MPI) and HPM.

Item No. 3

No cost change on deletion of overtime requirements, i.e. from hours over 8/day to hours over 40/week.

C4APR-002

Change of Specifications on pumps at Pump Station 4A. Price agreed on by MPI, HPM, and Fru-Con.

Deduct \$2,153.54

HEERY

C4APR-003

Change electrical equipment vendor from Klockner-Moeller to Westinghouse. Price agreed on my MPI, HPM and Fru-Con.

Add \$21,000.00

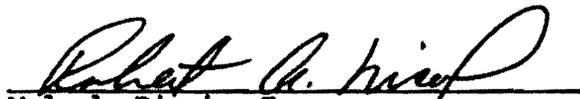
C4APR-004

Furnish and haul select backfill material, 7,309 c.y.

Agreed Price	=	\$12.78/c.y.
15% Profit & O.H.	=	1.92/c.y.
Total	=	\$14.70/c.y.

The above negotiations have been agreed to by all parties except as noted.


Fru-Con Construction Corporation


Malcolm Pirnie, Inc.


Heery Program Management

HEERY

CHANGE ORDER NEGOTIATION MEETING

July 23, 1986

C4APR-001

Item No. 1

Delete removal of 7,309 c.y. of select backfill material. Never installed under Change Order No. 3, Contract No. 2. Price agreed to by Malcolm Pirnie, Inc. (MPI), Heery Program Management (HPM), and Fru-Con was \$1.14/c.y.

Item No. 2

Furnish and install 11'6" of 24" D.I. pipe. Price agreed to by MPI, HPM, and Fru-Con was \$1,488.38.

Item No. 3

No cost change on deletion of overtime requirements, i.e. from hours over 8/day to hours over 40/week.

TOTAL AGREED COST OF C4APR-001

DEDUCT: \$6,843.88

C4APR-006

Additional paving on Road B-B and other associated items. Price agreed to by MPI, HPM, and Fru-Con.

ADD: \$6,500.00

Price doesn't include concrete base, conduit, and wiring of light standards. This is to be in another change order.

C4APR-007

Furnish and install two 16" x 28' D.I. pipes and one 20" x 28' D.I. pipe encased in concrete. Price agreed to by MPI, HPM, and Fru-Con.

ADD: \$9,523.13

C4APR-008

Furnish and install manhole steps in Return Sludge Pump Stations. Price agreed to by MPI, HPM, and Fru-Con.

ADD: 928.84

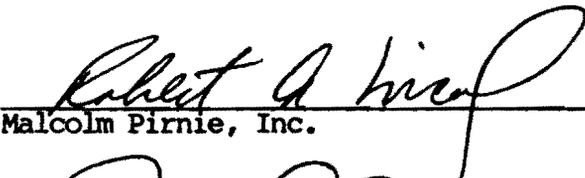
HEERY

Change Order Negotiations Meeting
July 23, 1986
Page Two

The above negotiations and prices have been agreed to by all parties.



Fru-Con Construction Corporation



Malcolm Pirnie, Inc.



Heery Program Management

DOS RIOS ADVANCED SECOND STAGE FACILITIES

CONTRACT NO. 4A

PROJECT NO. 26-010049

CHANGE ORDER NO. 3

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
107 MAR 16 AM 11:10

INDEX

Change Order No. 3

Tabulations of Agreed Proposals

Exhibit "A" - C4APR-005

Exhibit "B" - C4APR-009

Exhibit "C" - C4APR-011

Exhibit "D" - C4APR-013

Exhibit "E" - C4APR-017

Exhibit "F" - C4APR-018

Exhibit "G" - C4APR-019

Exhibit "H" - C4APR-020

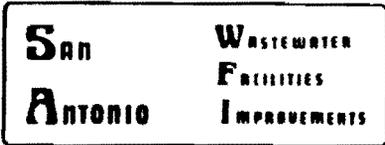
Exhibit "I" - C4APR-021

Exhibit "J" - C4APR-022

Change Order Request Log

Minutes of Negotiations - January 8, 1987

Minutes of Negotiations - January 20, 1987



ORD# 62288
2-6-86

CHANGE ORDER

CHANGE ORDER NUMBER 03

DATE January 22, 1987

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A

PROJECT NO. 26-010049

The following changes are hereby made a part of the Contract Documents:

1. Substitution of material (See EXHIBIT A)
2. Modification of 6" skimmings collection pipe (See EXHIBIT B)
3. Elimination of horizontal construction joint at Effluent Channel (See EXHIBIT C)
4. Furnish and install two (2) telephone jacks at RSPS (See EXHIBIT D)
5. Furnish and install three (3) type 2 doors in First-Stage Pipe Gallery (See EXHIBIT E)
6. Furnish and install two (2) 2" conduits (See EXHIBIT F)
7. Installation of Light Poles and wiring on Road A-A and Road A-2 (See EXHIBIT G)
8. Additional wiring to Effluent Filters (See EXHIBIT H)
9. Stop plank grooves First Stage Effluent Channel extension (See EXHIBIT I)
10. Install 2'-0" x 6'-0" opening in South Pipe Gallery Entrance (See EXHIBIT J)

RECEIVED
CITY OF SAN ANTONIO
MAY 16 AM 11:00

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

Original Contract Amount	\$ <u>42,498,000.00</u>	Original Contingency Funds	\$ <u>4,249,000.00</u>
Cost of Previously Approved Change Orders	\$ <u>25,367.75</u>	Adjustments Due to Previously Approved Change Orders	\$ <u>25,367.75</u>
Cost of this Change Order	\$ <u>46,164.37</u>	This Change Order Adjustment	\$ <u>46,164.37</u>
New Contract Amount	\$ <u>42,569,532.12</u>	Contingency Fund Balance	\$ <u>4,177,467.88</u>

This Change Order is Acceptable.

Contractor FBI-CON CONSTRUCTION CORP
 By [Signature]
 Title Pres MGR Date 1-22-87

Recommended:

[Signature]
 Department of Wastewater Management
2.5.87

[Signature]
 CONSTRUCTION MANAGER
[Signature]
 ENGINEER

Professional Fee () Eligible () Ineligible

Approved:

[Signature]
 City Manager
3/9/87 Date

Approved:

[Signature]
 Director of Public Works
2/23/87 Date

TABULATION OF AGREED PROPOSALS

Proposal No.	Time	Cost
C4APR-005	0	\$ 69.00
C4APR-009	0	12,613.66
C4APR-011	0	<2,133.47>
C4APR-013	0	3,745.00
C4APR-017	0	3,810.00
C4APR-018	0	8,700.00
C4APR-019	0	17,031.00
C4APR-020	0	671.53
C4APR-021	0	940.00
C4APR-022	<u>0</u>	<u>718.88</u>
TOTAL CHANGE ORDER NO. 3	0	\$46,164.37

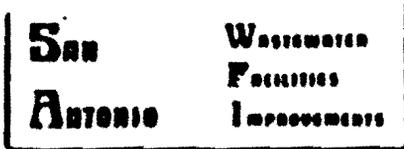
EXHIBIT "A"

EXHIBIT "A" - C4APR-005

JUSTIFICATION:

Materials which were specified in the plans and Specifications were either no longer produced or not readily available on the market. Engineer specified a substitute.

AGREED PRICE \$69.00



REQUEST FOR CHANGE ORDER PROPOSAL C/A-RCOP-005

DATE: May 19, 1986

CONTRACTOR Fru-Con Construction Company
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

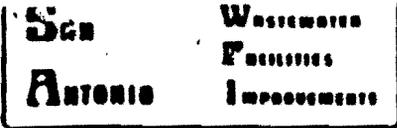
NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

1. At the System Monitoring Station, delete approximately 400 Sq. Ft. (43 L.F. X 9.33 Ft. H) of insulated Gypboard Panel as shown on Project Drawings A-1 and A-2, and replace with a 1" Celotex Foam Board, 1/2" air gap, 5/8" Gypboard system.
2. Also at the System Monitoring Station, delete the approximately 25.0 Sq. Ft. of "Durafax" Floor Hardener material called for in the Room Finish Schedule on Project Drawing A-2 and Specification 03345, Section 2.1.B.1.a. and replace with a concrete hardener, "Lapidolith".

Construction Manager

Owner



RECEIVED

AUG 27 1986

HEERY PROGRAM MGMT. INC.

CHANGE ORDER PROPOSAL

Date August 26, 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No.

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

Table with 2 columns: Description and Amount. Rows include Attached Work Sheet (\$60.00), Fru-Con 15% (9.00), and a total of \$69.00.

JUSTIFICATION: Letter - Heery Program Management, Inc., 5-19-86

The Contract completion time will be (increased)(decreased) * work days.

Total Cost of Extra Work Covered by Above: \$ 69.00
Previously Approved Extra Work: \$
Original Contract Amount: \$
TOTAL:

By: [Signature]
Title: Project Manager
Contractor: Fru-Con Construction

* See Letter #095

ATTACHMENT TO CHANGE ORDER PROPOSAL NO. C4A-PR-005

Item 1: Delete 400 Sq. Ft. of insulated gypboard panels and replace with 1" celotex foam board, 1/2" air gap, 5/8" gypboard system.

A. Eliminate insulated gypboard panels

\$1.42/Sq. Ft. x 400 Sq. Ft. = (\$568.00)

B. New form board, air gap & gypsum wall board panel with R-11 insulation value.

\$1.57/Sq. Ft. X 400 Sq. Ft. = \$628.00

Total Add = \$ 60.00

Item 2: Changing of Floor Hardeners

Costs Negligible

Total This Proposal C4A-PR-005

Item #1	=	\$60.00
Item #2	=	<u>\$ -0-</u>
Total Add	=	\$60.00

RECEIVED

AUG 27 1986

HEERY PROGRAM MGMT. INC.

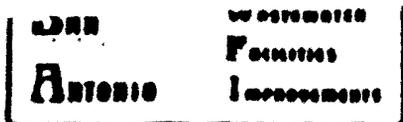
EXHIBIT "B"

EXHIBIT "B" - C4APR-009

JUSTIFICATION:

Modification is necessary to allow movement in and prevent damage to the 6" diameter skimmings pipe at the wall penetration in the event of differential settlement occurring between the Settling Tanks.

AGREED PRICE \$12,613.66



AUG 27 1986

HEERY PROGRAM MGMT. INC.

REQUEST FOR CHANGE ORDER PROPOSAL No. C4A PR-009

DATE: June 26, 1986

CONTRACTOR Fru-Con Construction Corporation
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

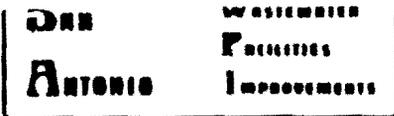
NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

Modify the 6" skimmings collection pipe penetrations through double tank walls as shown on Sketch No's. SK-S-1 and SK-S-2, attached to this proposal. This modifications must be accomplished at eight (8) places. i.e. Settling Tanks No's. 1 and 2, 2 and 3, 3 and 4, 5 and 6, 6 and 7, 7 and 8, 8 and 9, 9 and 10.


Construction Manager

Owner



RECEIVED

AUG 27 1986

HEERY PROGRAM MGMT. INC.

CHANGE ORDER PROPOSAL No. C4A-009

Date August 26, 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios: Contract 4A
Project No. 26-010049
Change Order No.

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

Reasonable Cost \$11,905.00
15% 1,786.00
Total \$13,691.00

JUSTIFICATION: Heery letter dated, June 26, 1986.

The Contract completion time will be (increased)(decreased) * work days.

Total Cost of Extra Work Covered by Above: \$ 13,691.00
Previously Approved Extra Work:
Original Contract Amount:
TOTAL:

* See Letter No. 096

By: [Signature]
Title: Project Manager
Contractor: Pru-Con Construction

RECEIVED

AUG 27 1986

ATTACHMENT TO C4A-009

HEERY PROGRAM MGMT. INC.

Material

	<u>Qty.</u>	<u>Total \$</u>
Stainless Steel Material & Hardware	Lot	\$7,480.00
6" ϕ Flex Couplings	8 ea.	480.00
Formwork	160 SF.	320.00
Gasket Material (2 $\frac{1}{2}$ " x 1/8" rubber)	96 LF	61.76
	-----	-----
Freight -	LS	330.00

Equipment

10,000 lb. Forklift	2 hours	=	\$39.25	
	FOG		15.00	
Flatbed Truck	4 hours	=	29.00	
	FOG		17.20	
			-----	100.45

Labor

		<u>\$/HR.</u>	<u>Total \$</u>	
Carpenters	168 MH	\$10.35	\$1,738.80	
Carpenter Foreman	40 MH	13.00	520.00	
Pipefitter	16 MH	10.80	172.80	
Pipefitter Foreman	4 MH	13.00	52.00	

			\$2,483.60	
		Fringes	649.61	

			\$3,133.21	

			\$11,905.42	

Total This Proposal

\$11,905.42

FRU-CON CONST
SUPERIOR IRONWORKS INC.
FABRICATORS OF STRUCTURAL & MISCELLANEOUS STEEL

RECEIVED

AUG 27 1986

HEERY PROGRAM MGMT. INC.

TO: Fru-Con Construction
P.O. Box 23368
San Antonio, Texas 78223
Attn: J.D. Thompson

BID REF. NO: SI592
DATE: 7/9/86
PROJECT: Dos Rios Contract 4A
FRU-CON PROJECT: #405-399
C.O.PROPOSAL: C4A-PR-009

We propose to furnish the stainless steel material shown on
Dwg. SK-S1 & SK-S2 dated 6/26/86 for the total price of:

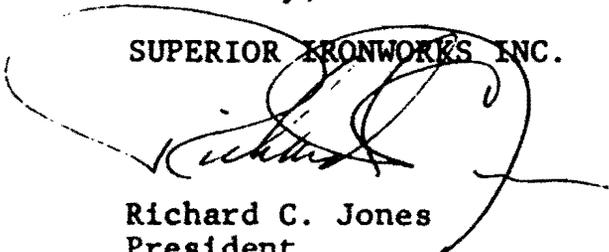
\$7,480.00

We are including bolts and cinch anchors.

We are excluding sales tax, freight to jobsite and gasket
material.

Sincerely,

SUPERIOR IRONWORKS INC.



Richard C. Jones
President

ENGINEER'S ESTIMATE

C4APR-009

Material

Stainless steel material and hardware L.S. (See Bid - Superior Ironworks, Inc.)	=	\$ 7,480.00
6" diameter flex couplings - 8 ea. @ \$60.00 ea.	=	480.00
Formwork - 160 s.f. @ \$2.00/s.f.	=	320.00
Gasket material L.S.	=	<u>61.76</u>
TOTAL	=	\$ 8,341.76
FREIGHT	=	<u>330.00</u>
MATERIAL TOTAL	=	\$ 8,671.76

Equipment

Forklift - 2 hrs.	=	\$ 39.25
Flatbed - 4 hrs.	=	29.00
FOG	=	<u>32.20</u>
TOTAL	=	\$ 100.45

Labor

Carpenters - 168 hrs. @ \$10.35	=	\$ 1,738.80
Pipefitter - 16 hrs. @ \$10.35	=	165.60
Foreman (Carpenter) - 40 hrs. @ \$12.05	=	482.00
Foreman (Pipefitter) - 4 hrs. @ \$13.00	=	<u>52.00</u>
TOTAL	=	\$ 2,438.40
FRINGES	=	<u>637.79</u>
TOTAL	=	\$ 3,076.19
TOTAL ADDITIONAL WORK	=	\$11,848.40
Deleted Class "B" Concrete @ \$110.00/c.y.	=	<u>880.00</u>
TOTAL	=	\$10,968.40
PROFIT & OVERHEAD 15%	=	<u>1,645.26</u>
TOTAL	=	\$12,613.66

EXHIBIT "C"

EXHIBIT "C" - C4APR-011

JUSTIFICATION:

The Contractor requested permission to eliminate the horizontal construction joint in the East walls of the Effluent Channel. Permission was granted providing that a credit was returned to the Owner. By removal of this joint, Contractor would save material and construction time.

AGREED PRICE <\$2,133.47>

September 18, 1986

HEERY

Mr. John R. Colbert
Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

RE: Dos Rios Facilities, Contract No. 4A
R.F.I. No. S-005-047

Dear Mr. Colbert:

Please find attached the Engineers reply to your R.F.I. No. S-005-047. Please sign and return a copy to this office.

The Engineer has approved your request based upon a successful negotiated price credit. Please submit your Proposal as soon as possible. The Change Order cost proposal number you are to use is C4APR-011.

If you have any questions, please contact this office.

Sincerely,



Richard L. Adams, P. E.

RLA/mar

Attachment

cc: 85559a
C4APR-011 w/attach.
R. A. Nicol, MPI w/attach.
D. O. Kelly, HPM w/attach.
W. R. w/attach.

REQUEST FOR INFORMATION

RECEIVED

SEP 17 1986

CONTRACTOR FRU-CON CONSTRUCTION
PROJECT NAME DOS RIOS PROJECT - CONTRACT 4A
PROJECT NO. 26-010049

HEERY PROGRAM MGMT. INC.

R.F.I.# S-005-047

QUESTION: REF: S-13, Section 1/10/13

DATE September 3, 1986

Fru-Con request permission to eliminate the horizontal construction joint in the east wall of the effluent channel, at elevation 465.45. The attached sketch details the proposed blackout form required. A similar condition exists at the exterior walls of settling tanks 1,4,5 & 10 (See section 1/9/14). We request approval of this method in this area also.

RECEIVED

SEP 3 1986

cc: Richard Adams LIBB
Document Control

HEERY PROGRAM MGMT. INC.

By: J. Thompson
Title: PROJECT ENGINEER

RESPONSE:

DATE September 17, 1986

Permission to eliminate horizontal construction joint at noted areas is approved contingent upon the successful negotiation of an equitable credit price.

Owner

By: R.A. Nicol, P.E.
Title: Resident Engineer

The response by the Owner described herein will not affect the Contract price or the completion date of the Contract.

- Concur
Do Not Concur

By: Contractor's Representative
Title:

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SEP 17 1986

HEERY PROGRAM MGMT. INC.

FORM FACE (TYP.)
BLOCKOUT FORM
EL. 475.00

RECEIVED

SEP 3 1986

HEERY PROGRAM MGMT. INC.

EFFLUENT CHANNEL

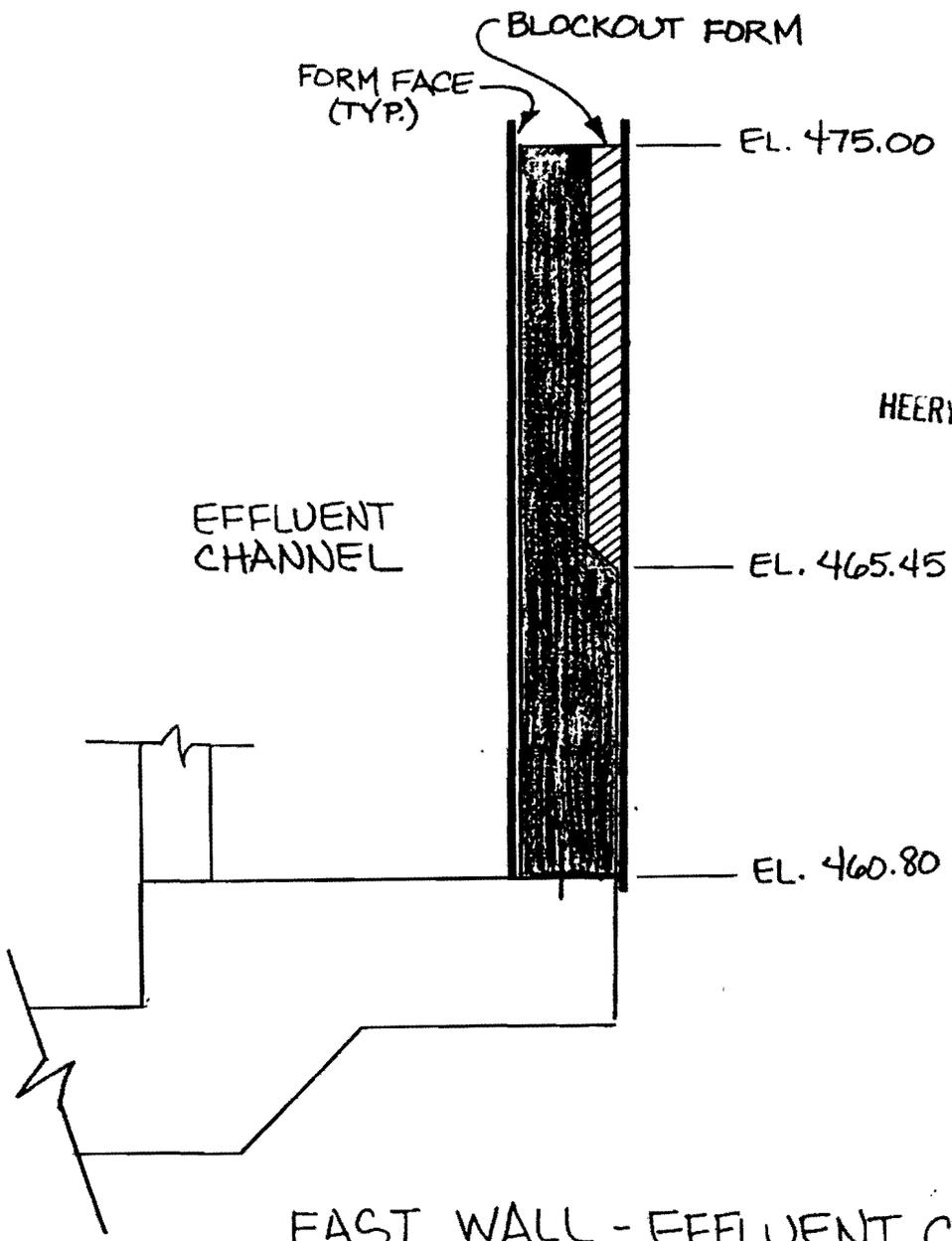
EL. 465.45

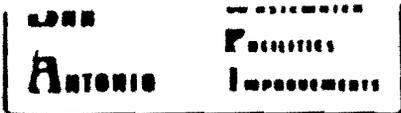
EL. 460.80

EAST WALL - EFFLUENT CHNL.

REFERENCE: SECT. 1/10/13

9-3-86
JDT





RECEIVED

SEP 24 1986

HEERY PROGRAM MGMT. INC.

CHANGE ORDER PROPOSAL No. C4APR-011

Date September 23, 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049 - Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

Reference R.F.I. #S-005-047

Total DELETED Work-	[\$4,266.93]
Total ADDED Work -	<u>\$4,152.10</u>
Net Change -	[\$ 114.83]

JUSTIFICATION:

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

Total Cost of Extra Work Covered by Above :	\$ <u>[114.83]</u>
Previously Approved Extra Work :	\$ _____
Original Contract Amount :	\$ _____
TOTAL :	\$ _____

By: [Signature]
Title: Project Manager
Contractor: Fru-Con Construction Corp.

* See Letter No. 114

R.F.I. #S-005-047 / Change Order Proposal #011

September 22, 1986

DELETED WORK

1/4" x 6" Metal Waterstop

RECEIVED

SEP 24 1986

HEERY PROGRAM MGMT. INC.

MATERIAL:

101' x 10 = 1010 LF
141 LF

(66.625)+(107.58)+(50.0)
224.205 x 4 = 897 LF

2048 LF x 5.1 #/FT x 14.20 /cwt = \$1,483.16

LABOR:

Waterstop	2048 LF x .08 MH/LF = 164 MH	x \$10.35 =	\$1,697.40
Sandblast	2048 LF	= 16 MH x \$ 6.50 =	\$ 104.00
		Fringes =	\$ 471.17

EQUIPMENT:

Air Compressor, Sandblast Equipment	1 day =	\$ 150.00
Welding Machine	1 WK =	\$ 134.00
	F.O.G. =	<u>\$ 227.20</u>
	Total Credit =	\$4,266.93

ADDED WORK

Block-Out Form

Effluent Channel - 9.55' x 1151 LF = 10,992 SF
Settling Tanks - 9.55' x 224.2 x 4 = 8,564 SF

19,556 SF

LABOR:

Carp.	19,556 SF + 10 uses = 1956 SF x .10 MH/SF = 196 MH	x \$10.35 =	\$2,028.60
Lab.	19,556 SF + 10 uses = 1956 SF x .05 MH/SF = 98 MH	x \$ 6.50 =	\$ 637.00
		Fringes =	<u>\$ 699.83</u>
			\$3,365.43

MATERIAL:

.5'x.5'x.5'x2048 LF/27 = 9.48 CY x \$40.00 = \$ 379.20
Form Stiffeners (2x6) on 16" c/c x 9.55x2048+10 = 1,471 LF x \$.277 = \$ 407.47
\$4,152.10

Total Credit = [\$ 114.83]

ENGINEER'S ESTIMATE

C4APR-011

Deleted Work

Material

1/4" x 6" metal waterstop - 2,050 l.f. @ \$.056/l.f. = \$1,148.00

Labor

Carpenter - 164 manhours @ \$10.35/hr. = \$1,697.40

Labor - 16 manhours @ \$6.50/hr. = 104.00

LABOR = \$1,801.40
FRINGES = 471.60

SUBTOTAL = \$2,273.00

TOTAL = \$3,421.00
PROFIT & OVERHEAD = 429.00

TOTAL = <\$3,850.00>

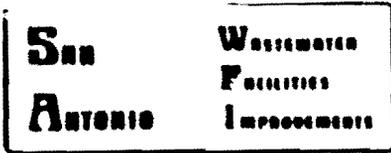
EXHIBIT "D"

EXHIBIT "D" - C4APR-013

JUSTIFICATION:

No means of communication for the operator was available in the Return Sludge Pump Station. By installing telephone jacks, operator would have means of communications.

AGREED PRICE \$3,745.00



REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-013
(Revised)

DATE: October 30, 1986

CONTRACTOR Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

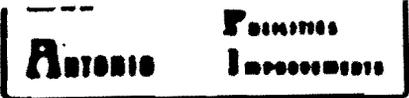
PROJECT NAME Dos Rios Facility, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

Furnish and install two (2) telephone jacks at Return Sludge Pump Stations as indicated on Sketch No. SK-E-87 sheet 4 of 4.

Owner



CHANGE ORDER PROPOSAL No. C4A-013

Date November 7, 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

Subcontractors Cost - \$4,581.93
Fru-Con 7½% - \$ 343.64
Total \$4,925.57

RECEIVED

NOV 10 1986

HEERY PROGRAM MGMT. INC.

JUSTIFICATION: See C4APR-013

The Contract completion time will be (increased)(decreased) _____* calendar days

Total Cost of Extra Work Covered by Above: \$ 4,925.57
Previously Approved Extra Work: \$ _____
Original Contract Amount: \$ _____
TOTAL: \$ _____

* See Letter No. 135

By: *J. Bennett Brown*
Title: Engineering Manager
Contractor: Fru-Con Construction Corporation

MMR-4A60

November 6, 1986

CHANGE ORDER REQUEST BREAKDOWN

M.M.R. Constructors Change No. 4-04
Fru-Con Change Request C4PR-013

Direct Charges:

MATERIAL:

Consumables.....\$26.00
Total Material (Tax Exempt).....\$1685.80
Truck (4 hr.).....\$21.00
Small Tools.....\$52.00

DIRECT LABOR:

Field.....\$1,120.50
Per diem.....\$284.79

INDIRECT CHARGES.....\$379.50

Payroll Tax & Insurance.....\$414.70

SUBTOTAL.....\$3,984.29

15% Profit.....\$597.64

TOTAL THIS REQUEST.....\$4,581.93

RECEIVED

NOV 10 1986

HEERY PROGRAM MGMT. INC.

PRICING SHEET



JOB Dos Rios # 7-11
 WORK C4PR-013 MMR N^o4-04

ESTIMATE NO
 Sheet No 1 Of 1 Sheets

ESTIMATED BY PRICED BY EXTENDED BY CHECKED BY DATE

11-6

✓	MATERIAL	QUANTITY	LABOR UNIT PER	LABOR EXTENSION	MATERIAL PRICE PER	MATERIAL EXTENSION
1	1" PVC	220'	50 C	1100	20 ⁰⁰ C	4400
2	6" x 6" x 6" Box	4	1.25 EA	50	51 ⁰⁰ EA	204 ⁰⁰
3	TELEPHONE JACK STA	2	2.50 EA	50	443 ⁹⁰ EA	887 ⁸⁰
4	3pr cable	1000'	2.5 C	2500	55 ⁰⁰ FT	550 ⁰⁰
5						
6	10% diff.			50		
7						
8	Total			520		1685 ⁸⁰
9						
10	DIRECT CHARGES					
11						
12	ELEC (R. BOUTTE)	26 hr	16 ⁵⁰	429 ¹⁰		
13	ELEC. (P. THOMAS)	26 hr	17 ⁰⁰	442 ⁰⁰		
14	FOREMAN (J. FORD)	8 hr	20 ⁰⁰	160 ⁰⁰		
15	PROJ. SUPER	2.6	20 ⁰⁰	52 ⁰⁰		
16	Clean up	5	7 ⁵⁰	37 ⁵⁰		
17	Per diem					
18	R. BOUTTE	26	4 ³⁸	113 ⁸⁸		
19	P. THOMAS	26	4 ³⁸	113 ⁸⁸		
20	J. FORD	10.6	5 ³⁸	57 ¹⁸		
21						
22	TRUCK	4 hr			5 ²⁵	21 ⁰⁰
23	Consumables	LOT				26 ⁰⁰
24	Small Tools	LOT				52 ⁰⁰
25						
26	INDIRECT CHARGES					
27	SEC	2.6	7 ³⁰	19 ³⁸		
28	PROJ. MANAGER	8	25 ⁰⁰	200 ⁰⁰		
29	PROJ. ENG	8	20 ⁰⁰	160 ⁰⁰		
30	P.T. & I			1414 ²⁰		
31	Sub Total					3984 ²⁹
32	15% Profit					597 ⁶⁴
33	Total					4581 ⁹³

RECEIVED

NOV 10 1986

HEERY PROGRAM MGMT. INC.

ENGINEER'S ESTIMATE

C4APR-013

Material

1" PVC - 220 l.f. @ \$0.32/l.f.	=	\$ 70.40
3 pr cable - 500 l.f. @ \$0.55/l.f.	=	275.00
6" x 6" x 6" box - 4 ea. @ \$60.00 ea.	=	240.00
Telephone jack sta. - 2 ea. @ \$445.00 ea.	=	<u>890.00</u>
MATERIAL TOTAL	=	\$1,475.40

Labor

Technicians - 40 hrs. @ \$17.00/hr.	=	\$ 680.00
Foreman - 8 hrs. @ \$20.00/hr.	=	<u>160.00</u>
TOTAL	=	\$ 840.00
FRINGES @ 25%	=	<u>210.00</u>
TOTAL	=	\$1,050.00

Equipment

L.S.	=	<u>\$ 50.00</u>
SUBTOTAL	=	\$2,575.40
P.T. & I	=	<u>361.76</u>
SUBTOTAL	=	\$2,937.16
PROFIT & OVERHEAD @ 15%	=	448.52
FRU-CON @ 5%	=	<u>146.86</u>
TOTAL	=	\$3,532.54

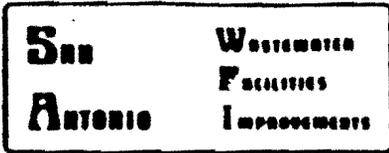
EXHIBIT "E"

EXHIBIT "E" - C4APR-017

JUSTIFICATION:

The door schedule in the Specifications shows that only one hollow metal door was required in the First Stage Pipe Gallery. Four doors are required overall in the First Stage Pipe Gallery.

AGREED PRICE \$3,810.00



REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-017

DATE: November 11, 1986

CONTRACTOR Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK: Furnish and install three (3) additional Type 2 doors in the First Stage Pipe Gallery. See attached revised Door Schedule.

Owner

3.4 DOOR SCHEDULE - MISCELLANEOUS STRUCTURES

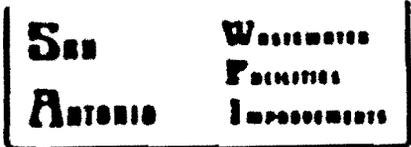
No.	Type	Door Size	Rough Opening	Quantity	Remarks
Second Stage Facilities - Settling Tank No. 1					
1.	Hollow Metal	3'-0"x7'-2"	3'-4½"x7'-4½"	1	-
Second Stage Facilities - Settling Tank No. 10					
1.	Hollow Metal	3'-0"x7'-2"	3'-4½"x7'-4½"	1	-
Second Stage Facilities - Pipe Gallery					
2.	Hollow Metal	3'-0"x7'-2"	3'-4½"x7'-4½"	3	UL - 2 hour
3.	Hollow Metal	2@4'-0"x8'-0"	8'-4½"x8'-2½"	1	UL - 2 hour
Second Stage Facilities - Return Sludge Pump Station					
1.	Hollow Metal	3'-0"x7'-2"	3'-4½"x7'-4½"	2	-
First Stage Facilities - Settling Tank No. 1					
1.	Hollow Metal	3'-0"x7'-2"	3'-4½"x7'-4½"	1	-
First Stage Facilities - Settling Tank No. 10					
1.	Hollow Metal	3'-0"x7'-2"	3'-4½"x7'-4½"	1	-
First Stage Facilities - Pipe Gallery					
2.	Hollow Metal	3'-0"x7'-2"	3'-4½"x7'-4½"	4	UL - 2 hour
First Stage Facilities - North Return Sludge Pump Station					
1.	Hollow Metal	3'-0"x7'-2"	3'-4½"x7'-4½"	1	-
1.	Hollow Metal	3'-0"x7'-2"	3'-4"x7'-4"	1	-
First Stage Facilities - South Return Sludge Pump Station					
1.	Hollow Metal	3'-0"x7'-2"	3'-4½"x7'-4½"	1	-
1.	Hollow Metal	3'-0"x7'-2"	3'-4"x7'-4"	1	-

4

RECEIVED

NOV 12 1986

HEERY PROGRAM MGMT. INC.



RECEIVED

JAN 21 1987

HEERY PROGRAM MGMT. INC.

CHANGE ORDER PROPOSAL No. C4A-017

Date January 20, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 52-009087, Contract 2
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

Add three (3) Hollow Metal doors, frames & hardware

TOTAL COST\$ 3,313.00
VOSS 15%\$ 497.00
TOTAL ...\$ 3,810.00

JUSTIFICATION:

The Contract completion time will be (increased)(decreased) _____* calendar days

Total Cost of Extra Work Covered by Above: \$ 3,810.00
Previously Approved Extra Work: \$ _____
Original Contract Amount: \$ _____
TOTAL: \$ _____

* See Letter No. 161

By: Bernito Brown
Title: Engineering Manager
Contractor: Fru-Con Construction Corporation

ATTACHMENT TO CHANGE ORDER PROPOSAL NO. C4A-017

RECEIVED

January 20, 1987

JAN 21 1987

HEERY PROGRAM MGMT. INC.

MATERIAL:

(3) Hollow Metal Doors and Frames @ \$443.00/ea\$ 1,329.00
(3) Sets - Hardware @ \$324.00/ea\$ 972.00
TOTAL MATERIAL\$ 2,301.00

LABOR:

(3) H.M. Door Frames @ 6.0 MH/ea = 18.0 MH
(3) Hollow Metal Doors @ 4 MH/ea = 12.0 MH
(3) Set-Hardware @ 3.75 MH/ea = 11.25MH

41.25 Total MH

Carpenter 42 MH @ \$10.35/hr\$ 434.70
Carpenter Forman 10 MH @ \$13.00/hr\$ 130.00
Subtotal\$ 564.70
Fringes\$ 147.70
TOTAL LABOR\$ 712.40

TOTAL MATERIAL\$ 2,301.00
TOTAL LABOR\$ 712.40
Subtotal\$ 3,013.40

SUBCONTRACT:

Painter\$ 300.00

TOTAL COST ...\$ 3,313.40

ENGINEER'S ESTIMATE

C4APR-017

Material

Hollow metal doors and frames - 3 @ \$453.03 ea.	=	\$1,359.09
Hardware - 3 @ \$324.00 ea.	=	<u>972.00</u>
MATERIAL TOTAL	=	\$2,331.09

Labor

Carpenter - 42 manhours @ \$10.35/hr.	=	\$ 434.70
Foreman - 10 manhours @ \$13.00/hr.	=	<u>130.00</u>
		\$ 564.70
FRINGES	=	<u>147.70</u>
TOTAL LABOR	=	\$ 712.40
SUBTOTAL	=	\$3,043.49
PROFIT & OVERHEAD @ 15%	=	<u>456.52</u>
TOTAL	=	\$3,500.01
USE	=	\$3,500.00

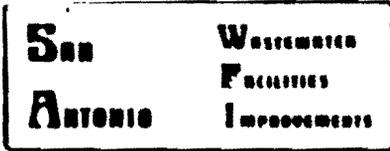
EXHIBIT "F"

EXHIBIT "F" - C4APR-018

JUSTIFICATION:

The addition of two (2) 2" conduits are required to accomodate changes made in the D.C.S. equipment on Contract No. 2.

AGREED PRICE \$8,700.00



REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-018

DATE: November 17, 1986

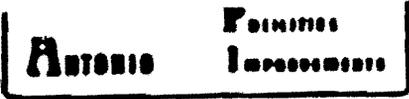
CONTRACTOR Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. AA
PROJECT NO. 26-010049
CHANGE ORDER NO. to be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK: Furnish and install two (2) additional 2" conduits as shown on attached Sketches No. SK-E-9 and SK-E-10.

Owner



RECEIVED
NOV 25 1986

HERRY PROGRAM MGMT INC.

CHANGE ORDER PROPOSAL No. C4A-018

Date November 24, 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

SUBCONTRACTORS COST	\$8,401.37
FRU-CON 5%	\$ 420.07
TOTAL	\$8,821.44

JUSTIFICATION: See C4APR-018

The Contract completion time will be (increased)(decreased) _____* calendar days

Total Cost of Extra Work Covered by Above :	\$ <u>8,821.44</u>
Previously Approved Extra Work :	\$ _____
Original Contract Amount :	\$ _____
TOTAL :	\$ _____

By : *[Signature]*
Title : Project Manager
Contractor : Fru-Con Construction Corporation

*See Letter No. 144

RECEIVED
FRU-CON CONST. NOV 20 1986

MMR-4A65

November 20, 1986

CHANGE ORDER REQUEST BREAKDOWN

M.M.R. Constructors Change No. 4-07
Fru-Con No. C4APR-018

Direct Charges:

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NOV 25 1986

MATERIAL:

HEERY PROGRAM MGMT. INC.

Consumables.....\$132.00

Total Material (Tax Exempt).....\$3,019.54

Truck (5 hr.).....\$26.25

Small Tools.....\$66.00

DIRECT LABOR:

Field.....\$2,340.00

Per diem.....\$590.16

INDIRECT CHARGES.....\$375.00

Payroll Tax & Insurance.....\$756.59

SUBTOTAL.....\$7,305.54

15% Profit.....\$1,095.83

TOTAL THIS REQUEST.....\$8,401.37

PRICING SHEET



JOB Dos Rios #7991
 WORK C4APR-018 MMR N04-07

ESTIMATE NO. _____
 Sheet No. 1 Of 1 Sheets

ESTIMATED BY	PRICED BY	EXTENDED BY	CHECKED BY	DATE
FORD II				11-20-86

✓	MATERIAL	QUANTITY	LABOR UNIT	PER	LABOR EXTENSION	MATERIAL PRICE	PER	MATERIAL EXTENSION
1	2" FBE	1,020'	93	C	9557	226	C	2305 ²⁰
2	1" FBE	210'	75	C	1575	191	C	401 ¹⁰
3	2" Bell fitting	12ea	3	ea	36	5 ⁸⁵	ea	70 ²⁰
4	1" Bell fitting	4ea	3	ea	12	4 ¹⁰	ea	16 ⁴⁰
5	2" Exp fitting	6ea	3	ea	18	20	ea	180 ⁰⁰
6	1" Exp fitting	1ea	3	ea	3	14	ea	14 ⁸⁰
7	2" 90° fitting	2ea	3	ea	6	10 ⁸⁸	ea	21 ⁷⁶
8	1" 90° fitting	1ea	3	ea	3	10 ⁸⁸	ea	10 ⁸⁸
9								
10								3019 ⁵⁴
11	Direct Charges							
12								
13	ELECTRICIANS	120hr			2010 ⁰⁰			
14	LABORER	12hr			90 ⁰⁰			
15	FOREMAN	10hr			200 ⁰⁰			
16	Proj Super	2hr			40 ⁰⁰			
17	Per diem	132hr			59016			
18	Consumables	LOT						132 ⁰⁰
19	Small Tools	LOT						66 ⁰⁰
20	TRUCK	5hr				5 ²⁵	hr	26 ²⁵
21								
22	INDIRECT Charges							
23								
24	Proj. Manager	8hr			200 ⁰⁰			
25	Proj. Engineer	8hr			160 ⁰⁰			
26	SECRETARY	2hr			15 ⁰⁰			
27								
28	PT&I				756 ⁵⁹			
29								
30								
31	Sub Total							7305 ⁵⁴
32	15% Profit							1095 ⁸³
33								
34	Total							8401 ³⁷

RECEIVED
 NOV 25 1986
 HENRY PROGRAM MGMT. INC.

ENGINEER'S ESTIMATE

C4APR-018

Material

2" FRE - 1,020 l.f. @ \$2.26/l.f.	=	\$2,305.20
1" FRE - 210 l.f. @ \$1.91/l.f.	=	401.10
2" Bell fitting - 12 ea. @ \$5.85 ea.	=	70.20
1" Bell fitting - 4 ea. @ \$4.10 ea.	=	16.40
2" Exp fitting - 6 ea. @ \$20.00 ea.	=	120.00
1" Exp fitting - 1 @ \$14.00	=	14.00
2" 90 degree fitting - 2 ea. @ \$10.88 ea.	=	21.76
1" 90 degree fitting - 1 @ \$10.88	=	10.88
Miscellaneous material L.S.	=	<u>132.00</u>
MATERIAL TOTAL	=	\$3,091.54

Labor

Electrician - 120 hrs. @ \$16.75	=	\$2,010.00
Labor - 12 hrs. @ \$7.50	=	90.00
Foreman - 10 hrs. @ \$20.00	=	<u>200.00</u>
LABOR TOTAL	=	\$2,300.00
FRINGES	=	590.16
P.T. & I.	=	<u>756.59</u>
TOTAL	=	\$3,646.75

Equipment L.S.

	=	\$ 292.97
SUBTOTAL	=	<u>\$7,031.26</u>
PROFIT & OVERHEAD 15%	=	1,054.69
FRU-CON 5%	=	<u>404.30</u>
TOTAL	=	\$8,490.25

EXHIBIT "G"

EXHIBIT "G" - C4APR-019

JUSTIFICATION:

This additional work was added to Contract No. 4A and removed from Contract No. 1. Work was deleted from Contract No. 1 to accomodate site access for Contract No. 4A.

AGREED PRICE \$17,031.00



REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-019

DATE: December 1, 1986

CONTRACTOR Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned.

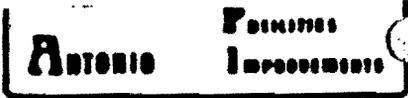
NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

1. Disconnect and abandon existing temporary wiring connecting the light poles on Road A-A and Road A-2.
2. Furnish and install four (4) street light foundation and inter-connecting conduit and wiring.
3. Install the light poles and fixtures, anchor bolts, and reinforcing steel received from Contract No. 1.

All work to be done in accordance to attached plans and Sketch SK-E-11.

Owner



DEC 18 6

HEERY PROGRAM MGMT. INC.

CHANGE ORDER PROPOSAL No. C4A-019

Date December 17, 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

Subcontractors Cost \$17,268.19
Fru-Con 5% \$ 863.41
Subtotal .. \$18,131.60

UNIT PRICE WORK

10 CY Concrete @ \$156.00 \$ 1,560.00
Total \$19,691.60

JUSTIFICATION: See C4APR-019

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

Total Cost of Extra Work Covered by Above: \$ 19,691.60
Previously Approved Extra Work: \$ _____
Original Contract Amount: \$ _____
TOTAL: \$ _____

* See Letter No. 150

By: J. D. Thompson
Title: Project Engineer
Contractor: Fru-Con Construction Corporation

MMR-4A67

December 11, 1986

RECEIVED
FRU-CON CONST. DEC 11 1986

CHANGE ORDER REQUEST BREAKDOWN

M.M.R. Constructors Change No. 4-08
Fru-Con No. C4APR-019

RECEIVED

DEC 18 1986

HEERY PROGRAM MGMT. INC.

Direct Charges:

MATERIAL:

Consumables.....	\$355.00
Total Material (Tax Exempt).....	\$3,147.70
Truck (6 days).....	\$252.00
Small Tools.....	\$177.50
Backhoe.....	\$801.00
Tamper.....	\$136.00
Threading Machine.....	\$20.00
Electric Bender.....	\$25.00

DIRECT LABOR:

Field.....	\$6,273.00
Per diem.....	\$1,100.23

INDIRECT CHARGES.....\$757.50

Payroll Tax & Insurance.....\$1,970.89

SUBTOTAL.....\$15,015.82

15% Profit.....\$2,252.37

TOTAL THIS REQUEST.....\$17,268.19

PRICING SHEET



JOB Dos Rios Contract #4A
 WORK MMR N^o 4-08 CAAPR-019

ESTIMATE NO. _____
 Sheet No. 1 Of 2 Sheets

ESTIMATED BY Boutte PRICED BY FORD EXTENDED BY _____ CHECKED BY _____ DATE 12-10-86

✓	MATERIAL	QUANTITY	LABOR UNIT PER	LABOR EXTENSION	MATERIAL PRICE PER	MATERIAL EXTENSION
1	1/2 #4 THHN	5,100'	200 M	1020	212 ⁰⁰ M	108120
2	1/2 #8 THHN	1000'	160 M	160	93 ⁰⁰ M	9300
3	TERMINATORS	30	5 EA	150	1 ⁰⁰ EA	3000
4	1 1/4" RGS Conduit	900'	90 C	810	160 ⁰⁰ C	14400
5	1 1/4" INS. Bushing	10	25 EA	25	35 ⁰⁰ EA	3000
6						
7	2' w x 2' D Trench	850'	20 C	170		
8	BACKFILL	850'	50 C	425	LOT	30000
9	Concrete	850'	30 C	255		FTU-CON
10	Foundations	4	50 EA	200	50 ⁰⁰ EA	20000
11	CLEAN UP	LOT		330		
12	EQUIP				TOTAL	3,147.70
13						
14	BACKHOE	2.5 DAY				80100
15	ELEC. BENDER	1 DAY				2500
16	TAMPER	3 DAY				13600
17	Threading Mach	1 DAY				2000
18	TRUCK	6 DAY			42 ⁰⁰ dy	25200
19						
20					TOTAL	123400
21						
22	DIRECT CHARGES:					
23						
24	ELECTRICIANS	233.5		4163 ⁰⁰		
25	LABORER	121 hr		1210 ⁰⁰		
26	FOREMAN	40 hr		800 ⁰⁰		
27	Proj Super	5 hr		100 ⁰⁰		
28	Per diem	278.5		1100 ⁰⁰		
29	Consumables	LOT				35500
30	SMALL TOOLS	LOT				17700
31						
32						
33						

RECEIVED
 DEC 18 1986
 HEERY PROGRAM MGMT. INC.

PRICING SHEET

REC'D FROM FRU CON CONST. DEC 11 1985



JOB Das Rios Contract #44
 WORK MMR N°4-08 C4APR-019

ESTIMATE NO. _____
 Sheet No. 2 Of Sheets 2

ESTIMATED BY Baette PRICED BY FORD EXTENDED BY _____ CHECKED BY _____ DATE 12-10-86

✓	MATERIAL	QUANTITY	LABOR UNIT	PER	LABOR EXTENSION	MATERIAL PRICE PER	MATERIAL EXTENSION
1	INDIRECT CHARGES						
2							
3	PROJ Manager	16 hr			400.00		
4	PROJ ENGINEER	16 hr			320.00		
5	SECRETARY	3 hr			22.50		
6	Telephone	Lot					5.18
7	REPRO	Lot					10.18
8	PT & I				1970.89		
9							
10							
11	Sub Total						15015.82
12	15% Profit						2252.37
13							
14	Total						17268.19
15							
16							
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RECEIVED
 DEC 18 1986
 HEERY PROGRAM MGMT. INC.

ENGINEER'S ESTIMATE

C4APR-019

Material

1/c #4 THHN - 5,100' @ \$0.21/ft.	=	\$1,071.00
1/c #8 THHN - 1,000' @ \$0.09/ft.	=	90.00
Terminators - 30 @ \$1.00 ea.	=	30.00
1-1/4" RGS conduit - 900' @ \$1.60/ft.	=	1,440.00
1-1/4" Ins. bushing - 10 @ \$0.35 ea.	=	<u>3.50</u>
TOTAL MATERIAL	=	\$2,634.50
Select backfill - 130 c.y. @ \$10.70/c.y.	=	<u>1,391.00</u>

Equipment

Backhoe - 20 hrs. @ \$40.00/hr.	=	\$ 800.00
Electric conduit bender - 8 hrs. @ \$3.00/hr.	=	24.00
Tamper - 24 hrs. @ \$5.00/hr.	=	120.00
Threading machine - 8 hrs. @ \$2.50/hr.	=	20.80
Truck - 48 hrs. @ \$5.00/hr.	=	<u>240.00</u>
TOTAL EQUIPMENT	=	\$1,204.00

Labor

Electricians - 230 hrs. @ \$16.75/hr.	=	\$3,852.50
Laborer - 120 hrs. @ \$7.50/hr.	=	900.00
Foreman - 40 hrs. @ \$20.00/hr.	=	<u>800.00</u>
TOTAL LABOR	=	\$5,552.50
FRINGES @ 20%	=	<u>1,110.50</u>
TOTAL	=	\$6,663.00
TOTAL (LABOR, MATERIAL & EQUIPMENT)	=	\$11,892.50
P.T. & I.	=	<u>1,970.89</u>
SUBTOTAL	=	\$13,863.39
PROFIT & OVERHEAD	=	<u>1,806.38</u>
TOTAL	=	\$15,669.77
PROFIT & OVERHEAD 5%	=	<u>783.49</u>
TOTAL	=	\$16,453.26

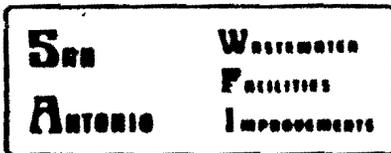
EXHIBIT "H"

EXHIBIT "H" - C4APR-020

JUSTIFICATION:

Additional wiring for Control Signals (input and output) was required for operation of the motor operated rectangular butterfly valves at the Filter Influent Junction Chamber.

AGREED PRICE \$671.53



REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-020

DATE: December 11, 1986

CONTRACTOR Enu-Con Construction Corporation
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

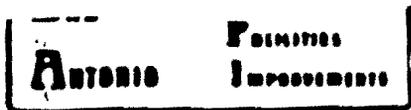
NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

Add the following wiring for Control Signals (Input and Output) to the motor operated rectangular butterfly valves at the Filter Influent Junction Chamber:

1. Two (2) each 2/c #16 cables to conduit #C902
2. One (1) each 2/c #16 cable to conduit #C902A
3. One (1) each 2/c #16 cable to conduit #C902B

Owner



CHANGE ORDER PROPOSAL No. C4A-020

Date December 22, 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

For additional wiring at the Effluent Filters.

Subcontractors Cost\$610.48
Fru-Con 10%\$ 61.05
Total\$671.53

RECEIVED

DEC 30 1986

HEERY PROGRAM MGMT. INC.

JUSTIFICATION: See C4APR-020

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

Total Cost of Extra Work Covered by Above: \$ 671.53
Previously Approved Extra Work: \$ _____
Original Contract Amount: \$ _____
TOTAL: \$ _____

By : J. D. Thompson
Title : Project Engineer

Contractor : Fru-Con Construction Corporation

* See letter No. 151

RECEIVED
FRU-CON CONST. DEC 18 1986

MMR-4A68

December 18, 1986

CHANGE ORDER REQUEST BREAKDOWN

M.M.R. Constructors Change No. 4-09
Fru-Con No. C4APR-020

Direct Charges:

MATERIAL:

Total Material (Tax Exempt).....\$202.50

DIRECT LABOR:

Field.....\$220.00

Per diem.....\$49.18

Payroll Tax & Insurance.....\$59.18

SUBTOTAL.....\$530.86

15% Profit.....\$79.62

TOTAL THIS REQUEST.....\$610.48

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DEC 30 1986
HEALTH PROGRAM MGMT. INC.

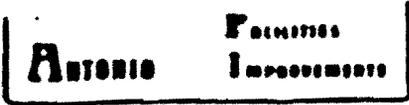
EXHIBIT "I"

EXHIBIT "I" - C4APR-021

JUSTIFICATION:

Stop plank grooves were required on plans in the First Stage Effluent Channel extension, however these grooves were not listed in the Stop Planks and Grooves Schedule. Because of the discrepancy, the Owner will pay for the materials and the Contractor will furnish the labor.

AGREED PRICE \$940.00



CHANGE ORDER PROPOSAL No. C4A-021

Date December 30, 1986

RECEIVED

DEC 30 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

HEERY PROGRAM MGMT. INC.

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No.

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

Stop Plank grooves are required by Malcolm-Pirnie in the First Stage Effluent Channel extention, but are not listed in the schedule of stop planks and grooves found in section 05504, paragraph 2.2.H.

Table with 2 columns: Item, Amount. Rows: Total Reasonable Cost \$1,103.37, Fru-Con 15% \$ 165.51, Total \$1,268.88

JUSTIFICATION:

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

Table with 2 columns: Description, Amount. Rows: Total Cost of Extra Work Covered by Above: \$ 1,268.88, Previously Approved Extra Work: \$, Original Contract Amount: \$, TOTAL: \$

* See Letter No. 155

By: J. J. Thompson
Title: Project Engineer
Contractor: Fru-Con Construction Corporation

ATTACHMENT TO CHANGE ORDER PROPOSAL NO. C4A-021

MATERIAL:

(1 Set) - Aluminum Stop Plank Grooves	\$ 730.00
Est. Freight	\$ 50.00
(4 CF) - Non-Shrink Grout @ 40.00/CF	<u>\$ 160.00</u>
MATERIAL TOTAL	\$ 940.00

LABOR:

Carpenters - 10 hours @ \$10.35/hr	\$ 103.50
Carpenter Foreman - 2 hours @ \$13.00/hr	<u>\$ 26.00</u>
Subtotal	\$ 129.50
Fringes	<u>\$ 33.87</u>
LABOR TOTAL	\$ 163.37

RECEIVED

DEC 30 1986

HEERY PROGRAM MGMT. INC.

Material	\$ 940.00
Labor	<u>\$ 163.37</u>
Total Cost	\$1,103.37

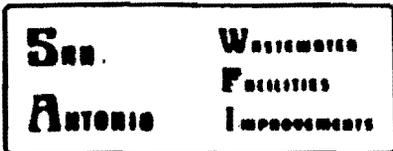
EXHIBIT "J"

EXHIBIT "J" - C4APR-022

JUSTIFICATION:

Opening is required for access to the 3" chlorine gas pipe, 3" and 8" NPW pipe. No access installed under original plans and Specifications.

AGREED PRICE \$718.88



REQUEST FOR CHANGE ORDER PROPOSAL C4APR-022

DATE: December 30, 1986

CONTRACTOR Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

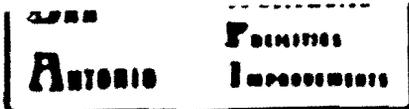
PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. to be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

Install a 2'-0" x 6'-0" opening in the Stairway Wall in the South Pipe Gallery Entrance. All work to be done in accordance with project specifications, Sketch No. MPI SK-S-13, and Malcolm Pirnie Inc. letter dated December 22, 1986, Subject Request for Contract Change Order.

Owner



RECEIVED

JAN 8 1987

HEERY PROGRAM MGMT. INC.

CHANGE ORDER PROPOSAL No. C4A-022

Date January 8, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

To provide opening in stairway wall @ South Pipe Gallery Entrance.

Reasonable Cost	\$ 625.11
Fru-Con 15%	<u>\$ 93.77</u>
Total	\$ 718.88

JUSTIFICATION: See C4APR-022

The Contract completion time will be (increased)(decreased) _____* calendar days

Total Cost of Extra Work Covered by Above:	\$ <u>718.88</u>
Previously Approved Extra Work:	\$ _____
Original Contract Amount:	\$ _____
TOTAL:	\$ _____

* See Letter No. 156

By: *J. Bennett*
Title: Engineering Manager
Contractor: Fru-Con Construction Corporation

ATTACHMENT TO CHANGE ORDER PROPOSAL NO. C4A-022

January 8, 1987

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JAN 8 1987

HEERY PROGRAM MGMT. INC.

LABOR:

Carpenter	2 hours @ \$10.35	\$ 20.70
Laborers (2)	32 hours @ \$ 6.50	\$208.00
Finisher	4 hours @ \$10.35	.....	\$ 41.40
Foreman	2 hours @ \$13.50	.....	<u>\$ 27.00</u>
	Subtotal	.....	\$297.10
	Fringes	.....	<u>\$ 77.71</u>
	TOTAL LABOR	.....	\$374.81

MATERIAL:

Grout \$ 50.00

EQUIPMENT:

Compressor	8 hours @ \$11.25	.....	\$ 90.00
	F.O.G.	.....	\$ 55.20
Truck	2 hours @ \$ 7.25	.....	\$ 14.50
	F.O.G.	.....	\$ 8.60
Air Hammer	8 hours @ \$ 4.00	.....	<u>\$ 32.00</u>
	TOTAL EQUIPMENT	.....	\$200.30

LABOR\$374.81

MATERIAL\$ 50.00

EQUIPMENT\$200.30

TOTAL ...\$625.11

CONTRACTOR: FRU-CON CONSTRUCTION

REQUEST FOR CHANGE ORDER LOG

PROJECT: DOS RIOS FACILITY, CONTRACT 4A

ENGINEER: MALCOLM PIRNIE, INC.

PROPOSAL NO.	DATE OF REQ'ST	PROPOSAL REQSTD BY	DESCRIPTION	DATE OWNER NOTIFIED	DIRECTIVE ISSUE DATE	TO/FROM CONTR' FOR PRICING	COST SUBMIT'D BY CONTR'P	TO/FROM ENGR. FOR REVIEW	FINAL VALUE (CF CH. ORDER	TO/FROM CONTR'P FOR SIG.	TO/FROM ENGR. FOR RECON.	DATE SUBMT'D TO CITY	DATE APPRVD.	REMARKS	C.O. NO.
001	3/10/86	H.P.M.	DELETE 6" OVER BURDEN REMOVAL ADD 11" L of 42" PIPE CHANGE S.P.T.	7/24/86	N/A	3/10/86 5/21/86	(4984.44)	3/24/86 4/14/86	6,483.88	3/12/86 8/12/86	8/12/86 8/12/86	9/8/86	7/21/86		01
002	3/12/86	M.P.I.	MOVE 2 1/2" CLEV CHANGE SPEC ON PUMP	7/24/86	N/A	3/12/86 4/14/86	(2153.54)	4/14/86	(2153.54)	8/12/86 8/12/86	8/12/86 8/12/86	8/18/86	9/12/86		01
003	3/14/86	M.P.I.	CHANGE MANUFACTURER ON SUBSTATION & MCC	7/24/86	N/A	3/14/86 4/14/86	21,000	4/14/86	21,000	8/12/86 8/12/86	8/12/86 8/12/86	8/18/86	9/17/86		01
004	4/8/86	H.P.M.	HAUL & FURNISH 7309 YD ³ SELECT FILL	7/24/86	N/A	4/8/86 4/14/86	14,704.00 102,442	4/14/86	14,704.00 107,442					CANCELLED, PUT UNDER UNIT PRICES BY H.P.M.	
005	5/11/86	M.P.I.	SUB. FOR EXP BOARD & FLOOR HANG		N/A	5/11/86 8/12/86	67.00		67.00						03
006	5/27/86	M.P.I.	PAVE ROAD B-13 & OTHER ITEMS	7/24/86	N/A	5/27/86 7/23/86	6,500		6,500	8/12/86 8/26/86	8/27/86 8/27/86	7/21/86 10/10/86	10/2/86		02
007	6/14/86	H.P.M.	FURNISH & INSTALL 2-16" Ø CONCRETE ENCASED PIPE @ 1-20" Ø	7/24/86	N/A	6/14/86 7/23/86	9693	7/23/86	5576.33	8/12/86 8/26/86	8/27/86 8/27/86	9/6/86 10/14/86	10/2/86		02
008	6/24/86	M.P.I.	FURNISH & INSTALL LADDER RAILS	7/24/86	N/A	6/24/86 7/23/86	966.56	7/23/86	928.84	8/12/86 8/26/86	8/27/86 8/27/86	9/2/86 10/14/86	10/2/86		02
009	6/26/86	M.P.I.	MOD. TO 6" Ø SKIM COLL. PIPE		N/A	6/26/86 8/12/86	13,691	8/12/86	6,970						03
0010	9/10/86	M.P.I.	PROPOSED INSTN. CHANGES		N/A	9/10/86 10/17/86	5763.01							CANCELLED BY M.P.I.	
011	9/18/86	FRU-CON	Elimination of Horiz. Cont. Pt		N/A	9/18/86 11/4/86	(114.83)	9/18/86 11/4/86	(2133.47)						03
012	11/2/86	M.P.I.	MODIFICATIONS TO RSPS		N/A	9/27/86 11/16/86	51,732.84							CANCELLED BY M.P.I.	
013	10/13/86	M.P.I.	FURNISHING & INSTALLATION 2 TEL.		N/A	10/13/86 10/29/86	4925.57 7,262.24	11/11/86	3745.00					CHANGED FROM TELEPHONE TO TEL. JACKS	03
014	10/20/86	FRU-CON	BLOCKOUTS & Conduits PC-3 & PC-4		N/A	10/20/86	3713.61	11/11/86							
015	11/6/86	FRU-CON	ADDITIONAL I/O'S		N/A	11/7/86 11/11/86	50,555.24	11/11/86							
016	11/10/86	M.P.I.	MOTOR Control Center		N/A	11/10/86									
017	11/12/86	M.P.I.	FURNISH & INSTALL 3 DOORS		N/A	11/12/86 1/20/87	3810.00	1/20/87	3810.00						03
018	11/17/86	M.P.I.	FURNISH & INSTALL 2-2" CONDUIT		N/A	11/17/86 11/25/86	8,821.44	12/1/86	8700.00						03
019	11/19/86	M.P.I.	ADDITIONAL STREET LIGHTS		N/A	12/1/86 12/12/86	18,171.60	12/12/86	17,031.00						03
020	12/11/86	M.P.I.	ADDITIONAL WIRING		N/A	12/11/86 12/30/86	671.53	12/30/86	671.53						03
021	12/29/86	FRU-CON	ADDITIONAL STOP PLANK		N/A	12/29/86	1248.88	12/31/86	940.00						03
022	12/30/86	M.P.I.	INSTALLATION OF 2' x 6' OPENING		N/A	12/30/86 1/8/87	718.88	1/8/87	718.88						03

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
JUL 15 AM 8 29

JUL 1 1987

DOS RIOS ADVANCED SECOND STAGE FACILITIES

CONTRACT NO. 4A

PROJECT NO. 26-010049

CHANGE ORDER NO. 4

*Ord. 62288
2-6-86*

INDEX

Change Order No. 4

Tabulations of Agreed Proposals

Exhibit "A" = C4APR-014

Exhibit "B" = C4APR-015

Exhibit "C" = C4APR-016

Exhibit "D" = C4APR-023

Exhibit "E" = C4APR-024

Exhibit "F" = C4APR-025

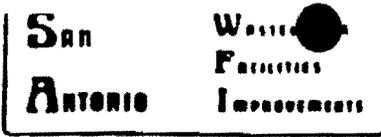
Exhibit "G" = C4APR-026

Exhibit "H" = C4APR-028

Exhibit "I" = C4APR-030

Minutes of Negotiations

Request For Change Order Log



CITY OF SAN ANTONIO CITY CLERK CHANGE ORDER

CHANGE ORDER NUMBER 04 DATE May 22, 1987
PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049

- The following changes are hereby made a part of the Contract Documents:
1. Furnish and install conduits PC-3 and PC-4, Reference R.F.I. No. E-002-020 (See EXHIBIT A)
 2. Additional I/O Equipment per Specification No. 13620, Paragraph 1.1.B.3. (See EXHIBIT B)
 3. Modifications of the Motor Control Centers and The Screw Pump Controls (See EXHIBIT C)
 4. Furnish and install two (2) - 4" flanged ball valves (See EXHIBIT D)
 5. Furnish two (2) sets of stop plank grooves (material only) (See EXHIBIT E)
 6. Furnish and install panel for additional hardware for The Effluent Filters I/O's (See EXHIBIT F)
 7. Furnish and install grounding for The Effluent Filter Rails and Festoon Support Steel (See EXHIBIT G)
 8. Revision of door hardware in Pipe Gallery - Door 3 (See EXHIBIT H)
 9. Provide and deliver to the Administration Building five (5) power conditioners (See EXHIBIT I)

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

Original Contract Amount	\$ <u>42,498,000.00</u>	Original Contingency Funds	\$ <u>4,249,000.00</u>
Cost of Previously Approved Change Orders	\$ <u>71,532.12</u>	Adjustments Due to Previously Approved Change Orders	\$ <u>71,532.12</u>
Cost of this Change Order	\$ <u>51,901.00</u>	This Change Order Adjustment	\$ <u>51,901.00</u>
New Contract Amount	\$ <u>42,621,433.12</u>	Contingency Fund Balance	\$ <u>4,125,566.88</u>

This Change Order is Acceptable.

Contractor FRU-GON CONSTRUCTION CORPORATION *Ord 62288*
By *[Signature]* *2-6-86*
Title Project Manager Date May 22, 1987

Recommended:

[Signature]
Department of Wastewater Management

[Signature] *5-21-87*
CONSTRUCTION MANAGER

[Signature] *5/21/87*
ENGINEER

Professional Fee () Eligible () Ineligible

Approved:
[Signature]
City Manager 7-10-87 Date

Approved:
[Signature] *6/30/87*
Director of Public Works Date

TABULATION OF AGREED PROPOSALS

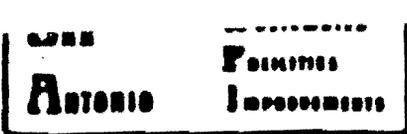
PROPOSAL NO.	TIME	PRICE
C4APR-014	0	\$ 3,005.00
C4APR-015	0	23,138.00
C4APR-016	0	7,031.00
C4APR-023	0	2,097.00
C4APR-024	0	3,163.00
C4APR-025	0	4,520.00
C4APR-026	0	3,841.00
C4APR-028	0	1,524.00
C4APR-030	0	<u>3,582.00</u>
TOTAL CHANGE ORDER NO. 4		\$51,901.00

EXHIBIT "A"

EXHIBIT "A" - C4APR-014

JUSTIFICATION: Conduits PC-3 and PC-4 were shown on Contract Drawing No. E-9 but did not appear on ductbank Drawing No's. E-20 and E-21. The Contractor had no way of knowing the length or where the conduits went.

AGREED PRICE: \$3,005.00



CHANGE ORDER PROPOSAL No. C4A-014

Date November 3, 1986

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

SEE ATTACHMENTS FOR DESCRIPTION.

Item 1. Reference:	RFI E-002-020	
	Reasonable Cost	\$2,862.30
Item 2. Reference:	RFI E-008-035	
	Reasonable Cost	\$ 592.22
	Subtotal	\$3,454.52
	Fru-Con 7½%	\$ 259.09
	Total	\$3,713.61

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NOV 3 1986

Please note the expiration date of this subcontractors quote HEERY PROGRAM MGMT. INC.

JUSTIFICATION:

RFI E-002-020 and RFI E-008-035

The Contract completion time will be (increased)(decreased) _____* calendar days

Total Cost of Extra Work Covered by Above :	\$	<u>3,713.61</u>
Previously Approved Extra Work:	\$	_____
Original Contract Amount:	\$	_____
TOTAL:	\$	_____

* See Letter No. 130

By: *[Signature]*
Title: Engineering Manager
Contractor: Fru-Con Construction Corporation

ATTACHMENT TO CHANGE ORDER PROPOSAL NO. C4A-014

November 3, 1986

Item 1 - Reference: RFI No. E-002-020

Conduits PC-3 and PC-4 shown on drawing E-9 do not appear on ductbank drawings E-20 and E-21, and therefore the electrical subcontractor did not include conduit or the windows for this conduit in his original quote. See MMR letter No. 4A55, attached.

Item 2 - Reference: RFI No. E-009-035

Drawing E-21 shows EMH10 and EHH29 are by others. The windows for conduits H1, H2 and C44-C4A are not existing in these manholes. See MMR letter #4A57, attached.

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HEERY PROGRAM MGMT. INC.



Constructors, Inc.

INSTRUMENTATION & ELECTRICAL CONTRACTORS

RECEIVED
FRU-CON
OCT 27 1986

MMR-4A55

October 27, 1986

Mr. Bennett Browne
Fru-Con Construction Corporation
P.O. Box 23368
San Antonio, Texas 78223

Ref: City of San Antonio
Dos Rios: Contract 4A
M.M.R. Constructors Project #7991

Subject: M.M.R. Constructors Request for Change
No. 4-03

Gentleman:

Please find the attached revised breakdown and backup for Change No. 4-03. Please note that our pricing is valid until 4:30 p.m. C.S.T., November 14, 1986.

M.M.R. Constructors request this change because these conduits were not shown. Therefore, we did not include the windows for this conduit in our quote.

M.M.R. Constructors reserves the right to request an extension of time and/or equitable adjustment for any indirect costs that are a direct result of this change.

Sincerely,

M.M.R. Constructors
P. O. Box 14367
San Antonio, Tx. 78214

John E. Ford II
Project Superintendent

JEF/jf

cc: S. Kimbrough
R. Boutte
P. Thomas
File 106.1
File 104.2

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NOV 3 1986

HEERY PROGRAM MGMT. INC.

CHANGE ORDER REQUEST BREAKDOWN

M.M.R. Constructors Change No. 4-03

Direct Charges:

MATERIAL:

Misc.....	\$752.00
Consumables.....	\$40.00
Total Material (Tax Exempt).....	\$792.00
Truck (5 hr.).....	\$26.25
Small Tools.....	\$20.00

LABOR:

Field.....	\$777.50
Per diem.....	\$202.10
Home Office.....	\$360.00
Payroll Tax & Insurance.....	\$311.11

SUBTOTAL\$2,488.96

15% Profit.....\$373.34

TOTAL THIS REQUEST.....\$2,862.30

RECEIVED

NOV 3 1986

HEAVY CONSTRUCTION MGMT. P.C.

PRICING SHEET



JOB DOS Rios
 WORK MMR Change No 4-03

ESTIMATE NO. _____
 Sheet No. _____ Of _____ Sheets

ESTIMATED BY: _____ PRICED BY: _____ EXTENDED BY: _____ CHECKED BY: _____ DATE 10-15-86

✓	MATERIAL	QUANTITY	LABOR UNIT	PER	LABOR EXTENSION	MATERIAL PRICE	PER	MATERIAL EXTENSION
1	1/2" FRP CONDUIT	160	9	hr C	144	220	00 C	35200
2	1/2" FRP 90°	3	12	hr EA	36	19	11 EA	5733
3	2" FRP CONDUIT	120	1	hr C	120	226	50 C	27150
4	2" FRP 90°	2	14	hr EA	28	35	31 EA	7062
5	MANHOLE ENT	2	15	hr EA	30			
6								
7	Total				40			75200
8								
9	ELEC (P. THOMAS)	20 hr	17	00 hr	340	00		
10	ELEC (R. BOUTTE)	20 hr	16	50 hr	330	00		
11	FOREMAN (J. FORD)	4 hr	20	00 hr	80	00		
12								
13	TRUCK	5 hr				5	25 hr	2625
14	SEL (JOHN FORD)	1 hr	7	50 hr	750			
15	Home OFFICE							
16	Project MAN	8 hr	25	00 hr	200	00		
17	Project ENGR	8 hr	20	00 hr	160	00		
18								
19	Project Super	1 hr	20	00 hr	20	00		
20								
21	Total				1,137	50		77825
22								
23	Consumables	LOT						4000
24	SMALL TOOLS	LOT						2000
25								
26	P.T. & I	LOT			311	11		
27								
28	Sub Total							2,286.86
29	R. BOUTTE Perdiem	20	4	38	87	60		
30	P. THOMAS "	20	4	38	87	60		
31	J. FORD "	5	5	38	26	90		
32	Sub Total							
33	Total							2,286.86

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NOV 3 1986

HEAVY INDUSTRIES MGMT. INC.



Constructors, Inc.

INSTRUMENTATION & ELECTRICAL CONTRACTORS

HAB RECEIVED RU-CON CONST OCT 27 1986

MMR-4A57

October 27, 1986

Mr. Bennett Browne
Fru-Con Construction Corporation
P.O. Box 23368
San Antonio, Texas 78223

Ref: City of San Antonio
Dos Rios: Contract 4A
M.M.R. Constructors Project #7991

Subject: M.M.R. Constructors Request for Change
No. 4-02

Gentleman:

Please find the attached revised breakdown and backup for Change No. 4-02. Please note that our pricing is valid until 4:30 p.m. C.S.T., November 14, 1986.

M.M.R. Constructors request this change because Drawing E-21 shows EHH10 and EHH29 are by others. Therefore, we did not include the windows for this conduit in our quote.

M.M.R. Constructors reserves the right to request an extension of time and/or equitable adjustment for any indirect costs that are a direct result of this change.

Sincerely,

M.M.R. Constructors
P. O. Box 14367
San Antonio, Tx. 78214

John E. Ford II
Project Superintendent

JEF/jf

cc: S. Kimbrough
R. Boutte
P. Thomas
File 106.1
File 104.2

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NOV 3 1986

HEART PROGRAM MGMT. INC.

MMR-4A57

October 27, 1986

CHANGE ORDER REQUEST BREAKDOWN

M.M.R. Constructors Change No. 4-02

Subcontractor Charges: (Dahlworth Quickset)

MATERIAL:

Total Material (Tax Exempt).....\$24.00

LABOR:

Manhours 8

Labor Rate @ 14.00 x 8 Mhrs.....\$112.00

Direct Charges:

MATERIAL:

Consumables.....\$8.00

Total Material (Tax Exempt).....\$8.00

Truck (1hr.).....\$5.25

Small Tools.....\$4.00

LABOR:

Field.....\$176.50

Per diem.....\$44.80

Home Office.....\$72.00

Payroll Tax & Insurance.....\$68.42

SUBTOTAL.....\$514.97

15% Profit.....\$77.25

TOTAL THIS REQUEST.....\$592.22

RECEIVED

NOV 3 1986

PRICING SHEET



JOB Dos Rios Contract 4/A
 WORK Change # No 4-02

ESTIMATE NO. _____
 Sheet No. _____ of _____ Sheets

ESTIMATED BY _____ PRICED BY _____ EXTENDED BY _____ CHECKED BY _____ DATE 10-15-86

✓	MATERIAL	QUANTITY	LABOR UNIT PER	LABOR EXTENSION	MATERIAL PRICE PER	MATERIAL EXTENSION
	Sub CONTRACT					
	5" TERMINATOR	4	12 ea/hr	8.0	600 ea	2400
				8 hr x 14 ⁰⁰		112 ⁰⁰
	Total Sub CONTRACT = \$136 ⁰⁰					
	TRUCK	1 hr				5 ²⁵
	ELEC. (R. BOUTTE)	8 hr	16 ⁵⁰	132 ⁰⁰		132 ⁰⁰
	FOREMAN (P. THOMAS)	1 hr	17 ⁰⁰	17 ⁰⁰		17 ⁰⁰
	SEL. (JOANN FORD)	1 hr	7 ⁵⁰	7 ⁵⁰		7 ⁵⁰
	SUPER (JOHN FORD)	1 hr	20 ⁰⁰	20 ⁰⁰		20 ⁰⁰
	Per diem					
	P. THOMAS	8 hr	4 ³⁸	35 ⁰⁴		35 ⁰⁴
	R. BOUTTE	1 hr	4 ³⁸	4 ³⁸		4 ³⁸
	JOHN FORD	1 hr	5 ³⁸	5 ³⁸		5 ³⁸
	Home Office					
	Project MAN	1.6 hr	25 ⁰⁰	40 ⁰⁰		40 ⁰⁰
	Project ENGR	1.6 hr	20 ⁰⁰	32 ⁰⁰		32 ⁰⁰
	Small tools	LOT				
	Consumables					
	PT # I	LOT		68 ⁴²		68 ⁴²

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 NOV 3 1986

HELLY PROGRAM MGMT. INC.
 400
 181

ENGINEER'S ESTIMATE

C4APR-014

MATERIAL

1-1/2" FRP conduit 160 l.f. @ \$2.36/ft.	=	\$377.60
1-1/2" FRP 90 degree 3 ea. @ \$24.20/ea.	=	72.60
2" FRP conduit 120 l.f. @ \$3.16/ft.	=	379.20
2" FRP 90 degree 2 @ \$44.70/ea.	=	<u>89.40</u>
TOTAL MATERIAL		\$918.80

EQUIPMENT

Truck 5 hrs. @ \$6.00/hr.	=	\$30.00
---------------------------	---	---------

LABOR

1-1/2" FRP conduit 160 l.f. @ \$3.08/ft.	=	\$ 492.80
2" FRP conduit 120 l.f. @ \$3.57/ft.	=	428.40
1-1/2" FRP 90 degree 3 ea. @ \$20.00/ft.	=	60.00
2" FRP 90 degree 2 ea. @ \$30.00/ea.	=	<u>60.00</u>
TOTAL LABOR	=	\$1,041.20
FRINGES 24%	=	<u>250.00</u>
TOTAL LABOR	=	\$1,291.20
P.T. & I.	=	<u>236.19</u>
SUBTOTAL	=	\$2,476.19
15%	=	<u>371.43</u>
TOTAL	=	\$2,847.62
5%	=	<u>142.38</u>
GRAND TOTAL	=	\$2,990.00

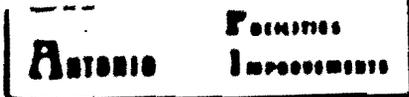
SAY \$3,000.00

EXHIBIT "B"

EXHIBIT "B" - C4APR-015

JUSTIFICATION: In order to effect the required changes in the AFD Panel, Process Panel, and Chlorine Panel, additional hardware is required. Reference is made to Contract Specification Section 13620, paragraph 1.1.B.3.

AGREED PRICE: \$23,138.00



CHANGE ORDER PROPOSAL No. C4A-015

Date March 26, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

ATTACHED QUOTE \$ 22,587.53
FRU-CON 5% \$ 1,129.38
TOTAL \$ 23,706.91

RECEIVED
MAR 26 1987
HEERY PROGRAM MGMT. INC.

JUSTIFICATION: "Additional I/O and Memory" Specification No. 13620, Paragraph 1.1.B.3

The Contract completion time will be (increased)(decreased) _____* calendar days

Total Cost of Extra Work Covered by Above: \$ 23,706.91
Previously Approved Extra Work: \$ _____
Original Contract Amount: \$ _____
TOTAL: \$ _____

* See Letter No. 205

By : *Robert A. Blaine*
Title : Engineering Manager
Contractor : Fru-Con Construction Corporation



Constructors, Inc.

INSTRUMENTATION & ELECTRICAL CONTRACTORS

RECEIVED
FRU-CON CONST. MAR 25 1987

MMR-4A88

March 25, 1987

Mr. Bennett Browne
Fru-Con Construction Corporation
P.O. Box 23368
San Antonio, Texas 78223

Ref: City of San Antonio
Dos Rios: Contract 4A
M.M.R. Constructors Project #7991

Subject: M.M.R. Constructors Request for Change
No. 4-05R: Fru-Con Change No. C4APR-015

Gentleman:

Please find the attached breakdown and backup for
Change No. 4-05R. Please note that our pricing is valid
until 4:30 p.m. C.S.T., April 8, 1987.

Reference is made to the specification Page 1 Paragraph
1.1B.3. The I/O require the drawings AFD (I-2),
Process Panel (I-46) and EFC (I-39). These points were
not included in our base contract.

M.M.R. Constructors reserves the right to request an
extension of time and/or equitable adjustment for any
indirect costs that are a direct result of this change.

Sincerely,

M.M.R. Constructors
P. O. Box 14367
San Antonio, Tx. 78214

John E. Ford II
Project Superintendent

JEF/jf

cc: S. Kimbrough
R. Boutte
P. Thomas
File 106.1
File 104.2

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MAR 26 1987

HEERY PROGRAM MGMT. INC.

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FRU-CON CONST. MAR 25 1987

MMR-4A88

March 25, 1987

CHANGE ORDER REQUEST BREAKDOWN

M.M.R. Constructors Change No. 4-05R
Fru-Con Change No. C4APR-015

Direct Charges:

Total Material (Tax Exempt).....\$18,690.00

DIRECT LABOR:

Field.....\$270.00

Per diem.....\$70.86

INDIRECT CHARGES.....\$412.50

Payroll Tax & Insurance.....\$197.97

SUBTOTAL.....\$19,641.33

15% Profit.....\$2,946.20

TOTAL THIS REQUEST.....\$22,587.53

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HELIX PROGRAM MGMT. INC.

PRICING SHEET



JOB Das Bros Contract #4A
 WORK Additional 1/0 Equip

ESTIMATE NO. _____
 Sheet No. _____ Of _____ Sheets

ESTIMATED BY	PRICED BY	EXTENDED BY	CHECKED BY	DATE

✓	MATERIAL	QUANTITY	LABOR UNIT	PER	LABOR EXTENSION	MATERIAL PRICE	PER	MATERIAL EXTENSION
1	Material	LOT						13690 ⁰⁰
2								
3								
4	DIRECT LABOR							
5								
6	Project Super.	LOT	1		100			200 ⁰⁰
7								
8	Field ENG	LOT			4.0			70 ⁰⁰
9								
10	Per diem							70 ⁸⁰
11								
12								
13	DIRECT LABOR Total							270 ⁰⁰
14								
15								
16	INDIRECT CHARGES							
17								
18	Sec				7.0			5250
19								
20	Project MAN				8.0			200 ⁰⁰
21	Project ENG				8.0			160
22								
23	Total INDIRECT							4125
24								
25	PT & I							1972
26								
27	Sub Total							1964133
28								
29								
30								
31	Total							2258753
32								
33								

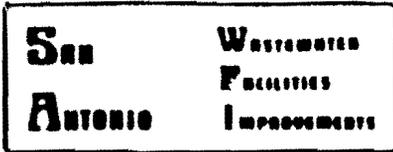
RECEIVED
 MAR 26 1987
 ELECTROBRIGHT INC.

EXHIBIT "C"

EXHIBIT "C" - C4APR-016

JUSTIFICATION: While reviewing the Contractor's submittal, the Engineer became aware of certain changes required in the Motor Control Center and the Screw Pump Controls. These changes will make for a better operating system.

AGREED PRICE: \$7,031.00



REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-016

DATE: November 11, 1986

CONTRACTOR Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!

SCOPE OF WORK: Modification of Motor Control Centers and Screw Pump Control:

1. Motor Control Centers

Incorporate changes as marked up on the Westinghouse Schematics for the Screw Pump Control. Transmittal No. 0168.

2. Grease Pumps (Typical - 6 Pumps)

- a. Delete conduits and Cables No. C1200A thru C1205A and C1200B thru C1205B.
- b. Provide and install 4 each - No. 14 wires in 3/4" ϕ conduit from local junction box (See Drawing E-14) to positive displacement lubricator.

3. Screw Pumps (Typical - 6 Pumps)

- a. Provide and install 2 each No. 14 wire in 3/4" ϕ conduit from the local junction box to the High Temperature Oil Switch.
- b. Provide and install 2 each No. 14 wire in 3/4" ϕ conduit from the local junction box to the Low Pressure Oil Switch.
- c. Provide and install 2 each No. 14 wire in conduits C1206A thru C1211A.

Owner

November 10, 1986

RECEIVED**NOV 10 1986**HEERY PROGRAM MANAGEMENT, INC.
P.O. Box 23425
San Antonio, Texas 78223**HEERY PROGRAM MGMT. INC.**

Attention: R.L. Adams

Subject: DOS RIOS FACILITIES - CONTRACT 4A
CHANGE ORDER REQUEST - MOTOR CONTROL CENTERS

Re: W.J. Carvalho LETTER TO J.D. Thompson DATED October 31, 1986.

Gentlemen:

As noted in the reference letter, the Engineer became aware of required changes to the Motor Control Centers and Screw Pump Control while reviewing transmittal no. 0168. Please request a Change Order proposal from the Contractor to incorporate the following revisions:

1. Motor Control Centers

Incorporate changes as marked up on the Westinghouse schematics for the screw pump control.

2. Grease Pumps (typical for six pumps)

The positive displacement lubricator, approved by MPI with transmittal no. 0026A will replace the need for pressure and temperative switches shown on Contract Drawings E-14 and E-17. Therefore the Contractor shall:

- a. Delete conduits and cables no. C1200A through C1205A and C1200B through C1205B.
- b. Provide 4 ea.- no. 14 wires in 3/4"∅ conduit from local junction box (see Drawing E-14) to positive displacement lubricator.

3. Screw Pumps (Typical for six pumps)

The oil high temperature and low pressure switches, spicified in Spec. Section 11317, were omitted on drawings E-14 and E-17. Hence Contractor shall:

- a. Provide 2 ea.-no. 14 wires in 3/4"∅ conduit from the local junction box to the oil high temperature switch.
- b. Provide 2 ea.-no. ~~14~~ wires in 3/4" conduit from the local junction box to the oil low pressure switch.

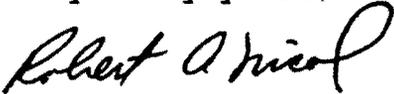
MALCOLM
PIRNIE

-2-

c. Provide 2 ea. additional no. 14 wires in conduits
C1206A through C1211A.

Should you have any questions, please contact writer.

Very truly yours,



Robert A. Nicol, P.E.
Resident Engineer

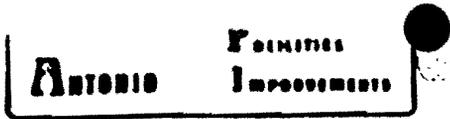
RAN/tr

cc: W. Carvalho
D. Dechant
File

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NOV 10 1986

HEERY PROGRAM MGMT. INC.



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FEB 17 1987

HELLER ENGINEERING MGMT. INC.

CHANGE ORDER PROPOSAL No. C4A-016

Date February 16, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

Attached Quote	\$ 6,696.19
Fru-Con 5%	<u>334.81</u>
TOTAL	\$ 7,031.00

JUSTIFICATION: Changes by M.P.I. during shop drawing review.

The Contract completion time will be (increased)(decreased) _____* calendar days

Total Cost of Extra Work Covered by Above :	\$ <u>7,031.00</u>
Previously Approved Extra Work:	\$ _____
Original Contract Amount:	\$ _____
TOTAL:	\$ _____

* See Letter No. 168

By : *S. Bennett Blaine*
Title : Engineering Manager
Contractor : Fru-Con Construction Corporation

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FRU-CON CONST. FEB 13 1987

MMR-4A72

February 13, 1987

CHANGE ORDER REQUEST BREAKDOWN

M.M.R. Constructors Change No. 4-10
Fru-Con No. C4APR-016

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FEB 17 1987

HEERY PROGRAM MGMT. INC.

Vendor Charges: (WESCO)

Material and Engineering:

Total.....\$5,500.00

Direct Charges:

MATERIAL:

Consumables.....\$50.00

Total Material (Tax Exempt).....\$00.00

Small Tools.....\$00.00

DIRECT LABOR:

Field.....\$94.00

Per diem.....\$22.90

INDIRECT CHARGES.....\$15.00

Payroll Tax & Insurance.....\$140.87

SUBTOTAL.....\$5,822.77

15% Profit.....\$873.42

TOTAL THIS REQUEST.....\$6,696.19



PRICING SHEET

JOB Contract #4A Dos Rios
WORK MLC Revision C4APK-016

ESTIMATE NO.
No 4-10
Sheet No. Of Sheets

ESTIMATED BY	PRICED BY	EXTENDED BY	CHECKED BY	DATE
Butte	FORD			2-12-87

✓	MATERIAL	QUANTITY	LABOR UNIT	PER	LABOR EXTENSION	MATERIAL PRICE	PER	MATERIAL EXTENSION
1								
2	Westinghouse	LOT						5500 ¹⁸
3								
4	Proj ENGINEER	LOT	3.0		49 ⁵⁰			
5								
6	Proj SUPER	LOT	1.0		20 ⁰⁸			
7								
8	SECRETARY	LOT	2.0		15 ⁰⁸			
9								
10	ELECTRICIAN	LOT						
11								
12	Small tools	LOT						
13								
14	Consumables	LOT						50 ¹⁸
15								
16	Foreman	LOT	1.0		17 ⁰⁸			
17	Labpr	LOT	1.0		7 ⁵⁰			
18	Per diem	LOT						22 ⁹⁰
19								
20								
21	PT & I				140 ⁸⁷			
22								
23	Sub Total					5822 ⁷⁷		
24								
25	15% Profit					873 ⁷²		
26								
27	Total					6696 ⁴⁹		
28								
29								
30								
31								
32								
33								

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FEB 17 1987
H.L. ... MGMT. INC.

RELL
FRU-COR CORP.

W E S C O

To: **MMR CONSTRUCTORS**
POST OFFICE BOX 3784
BATON ROUGE, LA 70821

ATTENTION: MR. JOHN FORD

Date: **FEBRUARY 11, 1987**

Project Name
or Number: **DOS RIOS REQUEST FOR CHANGE**
CHAPR-016

Date of Your
Inquiry: **11/11/86**

When ordering please refer
to Quotation Number: **020505**

We thank you for your inquiry. Subject to the condition that Seller approves Buyer's credit worthiness, this quotation constitutes an offer to sell, the acceptance of which is expressly conditional on Buyer's agreement to the standard terms and conditions on the front and back of this form. The Seller affirms that to the best of its knowledge, information and belief, the prices quoted herein do not exceed any applicable ceiling price established by law.

Item	Quantity	Catalog Number and Description	Unit Price	Total Price	Rate of Cash Discount	Shipping Time (Weeks)
1	1	<p>LOT CHARGE FOR CHANGES PER CHANGE ORDER REQUEST #CHPR-016 TO COVER ADDITIONAL COST OF MATERIALS, LABOR AND OVERHEAD.</p> <p>CHANGE INCLUDES:</p> <ol style="list-style-type: none"> 1. ADDITIONAL PRIMARY FUSING 2. 6 ADDITIONAL 4-POLERELAYS 3. 3 TIMERS 4. 40 AUXTILLARY CONTACTS 5. 1 LOT INDICATING LIGHTS 6. ENGINEERING REWORK <ol style="list-style-type: none"> A. REVIEW OF PREVIOUS DRAWINGS B. INITIATE CHANGES IN DRAWINGS C. REDRAWING AND RESUBMITTING THE SUBJECT MCC'S 	\$5,500.00	\$5,500.00	N	----

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 FEB 17 1987
 HEERY PROGRAM MGMT. INC.

RECEIVED
 FEB 13 1987
 MMR CONSTRUCTORS

F.O.B. Point of Shipment. The prices stated in this quotation shall, unless renewed, automatically expire fifteen (15) days from the date hereof and are, by notice, subject to change at any time.

Handwritten signature and date: 2/12/87

To: R. A. Nicol

Contract 4A

85559a-016

Jan. 29, 1987

Analysis and cost summary of control circuit changes for: 6 Grease pump motors and 6 Screw pump motors

Deletions and additions of $3/4$ " conduit are equal and thus, no change in cost

Additions and deletions of #14 conductors in already designed conduit system result in a net addition of 900 ft. of #14 THHN.

The net estimated cost of 900 ft. of #14 wire, pulling labor and making 24 additional wire terminations, testing and marking the 24 terminations = \$400

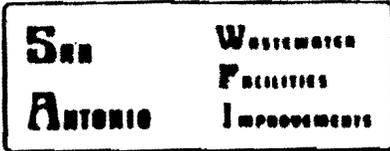
E. D. Alaraz

EXHIBIT "D"

EXHIBIT "D" - C4APR-023

JUSTIFICATION: Engineer discovered that two additional 4" ball valves were required.

AGREED PRICE: \$2,097.00



REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-023

DATE: February 5, 1987

CONTRACTOR Eri-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

Furnish and install two (2) each 4" ball valves as shown on Sketch SK-c/s-16. Ball valves are to be as described in attached Specification entitled "Specification For Ball Valves (Spec. Section 15099)".

Owner

**MALCOLM
PIRNIE****MALCOLM PIRNIE, INC.
ENVIRONMENTAL ENGINEERS, SCIENTISTS & PLANNERS**

February 4, 1987

HEERY PROGRAM MANAGEMENT, INC.
P.O. Box 23425
San Antonio, Texas 78223

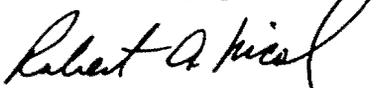
Attention: R.L. Adams

Subject: DOS RIOS FACILITY - CONTRACT 4A
CONTRACT CHANGE ORDER REQUEST
ADDITIONAL 4"Ø BALL VALVES

Gentlemen:

Please forward the attached specifications and drawing to the Contractor for his use in purchasing the 2-each required 4"Ø ball valves and the 2-each additional 4"Ø ball valves. In addition, we request a Change Order Proposal for furnishing and installing-the 2 additional valves.

Very truly yours,

Robert A. Nicol, P.E.
Resident Engineer

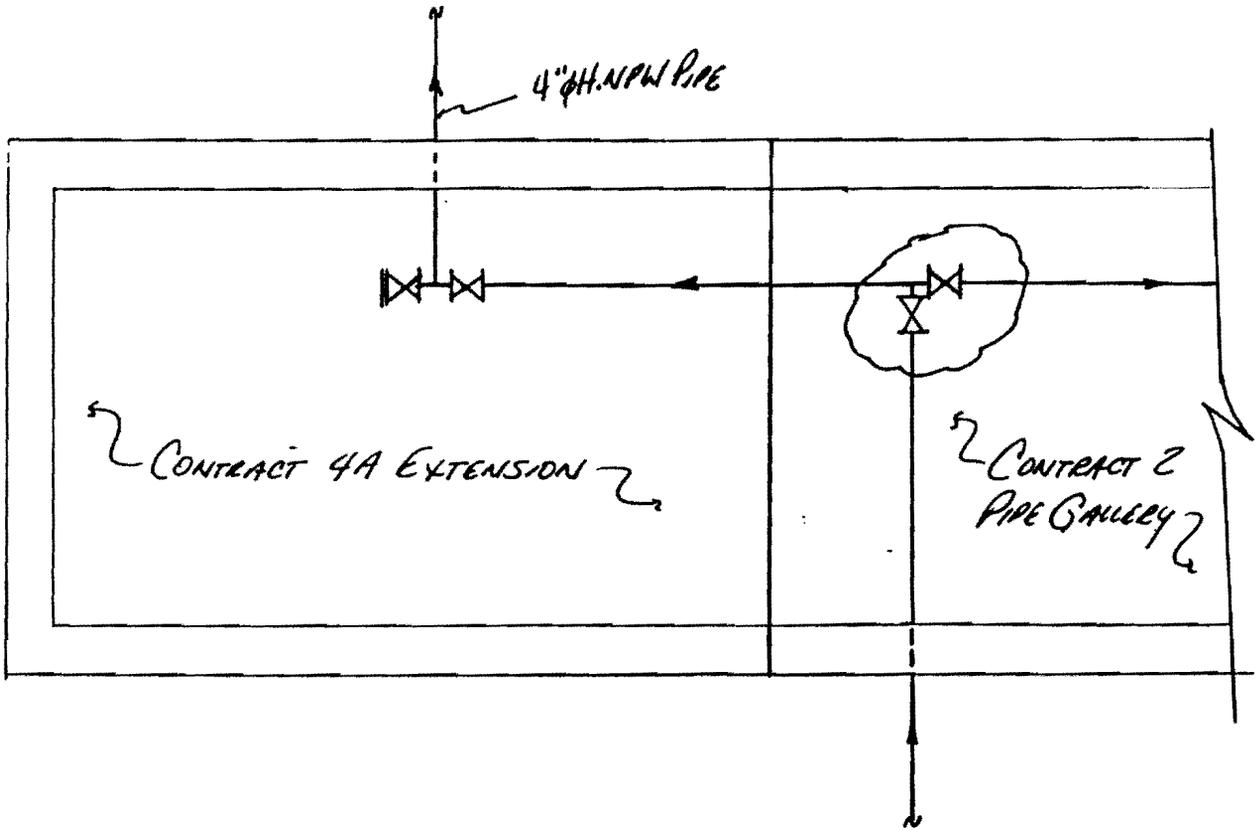
RAN/tr

cc: MPI-SAO
MPI-WPO
File**RECEIVED**
FEB 4 1987
HEERY PROGRAM MGMT. INC.

PIRNIE

BY R.A. NICOL DATE 2/4/87 SHEET NO. 1 OF 1
CHKD. BY _____ DATE _____ JOB NO. CONTRACT 4A -
SUBJECT ADDED BALL VALVES ON 4" H.N.P.W. PIPE
MPI SKETCH NO. SK-C/S-16

REF: DRAWING C/S-5 (PLAN @ 445.96)



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FEB 4 1987

HEERY PROGRAM MGMT. INC.

SPECIFICATION FOR BALL VALVES
(SPEC. SECTION 15099)

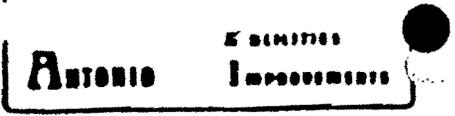
BALL VALVES:

1. Type: One-piece body type (end entry) having a straight-through flow passage.
2. Application: Hot water at 210 F temperature and 125 psig pressure.
3. Construction:
 - a. Body: Carbon steel, ASTM A 216.
 - b. Ball: Type 316 stainless steel.
 - c. Stem: Type 316 stainless steel.
 - d. Seat Ring Ferrule: Type 316 stainless steel.
 - e. Gland: Type 316 stainless steel.
 - f. Gland Flange: Steel, ASTM A 36.
 - g. Seats and Seals: TFE.
4. Product and Manufacturer: Ball valves shall be as manufactured by:
 - a. Crane Company, Model "Tork-Seal".
 - b. Or equal.

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FEB 4 1987

HEENY PROGRAM MGMT. INC.



CHANGE ORDER PROPOSAL No. C4A-023

Date February 23, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir:

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work:

Furnish and install (2) 4" Flanged Ball Valves. Crane Tork-Seal;
Fig. No. 941-TRE. Chain operators not included:

TOTAL REASONABLE COST \$1,823.55
FRU-CON 15% \$ 273.53
TOTAL COST..\$2,097.08

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FEB 24 1987

JUSTIFICATION: See C4APR-023

HEERY PROGRAM MGMT. INC.

The Contract completion time will be (increased)(decreased) _____ * _____ calendar days

Total Cost of Extra Work Covered by Above: ... \$ 2,097.08
Previously Approved Extra Work: \$ _____
Original Contract Amount: \$ _____
TOTAL: \$ _____

* See Letter No. 172

By: [Signature]
Title: Engineering Manager
Contractor: Fru-Con Construction Corporation

ATTACHMENT TO CHANGE ORDER PROPOSAL NO. C4A-023

February 23, 1987

MATERIAL:

(4) 4" 150# FFSO Flanges @ \$12.00	\$ 48.00
(2) 4" Flanged Ball Valves @ \$626.66	<u>\$1,253.32</u>
TOTAL MATERIAL	\$1,301.32

LABOR:

(2) Pipefitters ... 24 hrs @ \$10.35/hr	\$ 248.40	
(1) Foreman	8 hrs @ \$13.05/hr	\$ 104.40
	\$ 352.80	
Fringes	<u>\$ 92.28</u>	
TOTAL LABOR	\$ 445.08	

EQUIPMENT:

(1) Welding Machine ... 1 day @ 42.75	\$ 42.75
F.O.G.	<u>\$ 34.40</u>
TOTAL EQUIPMENT	\$ 77.15

TOTAL MATERIAL	\$1,301.32
TOTAL LABOR	\$ 445.08
TOTAL EQUIPMENT	<u>\$ 77.15</u>
TOTAL REASONABLE COST	\$1,823.55

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FEB 24 1987
HEALTHY PROGRESS INC.

ENGINEER'S ESTIMATE

C4APR-023

MATERIAL

Four 4" 150 FFSO flanges @ \$27.70	=	\$ 110.80
Two 4" flanged ball valves @ \$639.00	=	<u>1,278.00</u>
TOTAL MATERIAL	=	\$1,388.80

LABOR

Flanges - 4 @ \$60.00	=	\$240.00
Valves - 2 @ \$51.00	=	102.00

EQUIPMENT

Welding machine 1 day @ \$49.00	=	\$49.00
F.O.G.	=	35.00

TOTAL	=	\$1,814.80
15%	=	<u>272.22</u>
		\$2,087.02

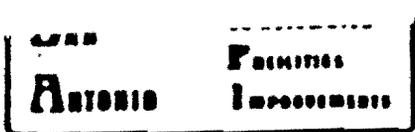
SAY \$2,087.00

EXHIBIT "E"

EXHIBIT "E" - C4APR-024

JUSTIFICATION: Two sets of stop plank grooves are required at the Effluent Filter Junction Chamber tie-in, but were not listed in the Stop Plank Schedule, Specification Section 05504. Owner will pay for material only. Contractor will furnish labor.

AGREED PRICE: \$3,163.00



CHANGE ORDER PROPOSAL No. C4A-024

Date February 17, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 29-010049, Contract 4A
Change Order No.

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

- (2) Sets of Stop Plank Grooves are required at the effluent filter junction chamber tie-in, but are not listed in the stop plank schedule, section 05504.

Reasonable Cost\$ 2,750.00
Fru-Con 15%\$ 412.50
TOTAL\$ 3,162.50

RECEIVED
FEB 18 1987
HENRY P. ... MGMT. INC.

JUSTIFICATION:

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

Total Cost of Extra Work Covered by Above: \$ 3,162.50
Previously Approved Extra Work:
Original Contract Amount:
TOTAL:

* See Letter No. 170

By: [Signature]
Title: Engineering Manager
Contractor: Fru-Con Construction Corporation

ATTACHMENT TO CHANGE ORDER PROPOSAL NO. C4A-024

February 17, 1987

MATERIAL:

(2) Sets Stop Plank Grooves for Channel \$2,550.00
108" x 276"

Estimated Freight \$ 100.00

Grout \$ 100.00

TOTAL MATERIAL \$2,750.00

RECEIVED
FEB 18 1987
HEALTH & ENVIRONMENTAL MGMT. INC.

ENGINEER'S ESTIMATE

C4APR-024

MATERIAL

Two sets of stop plank grooves (108" x 276")	=	\$2,550.00
FREIGHT	=	100.00
GROUT	=	<u>100.00</u>
SUBTOTAL	=	\$2,750.00
CONTRACTOR 15%	=	<u>412.50</u>
		\$3,162.50

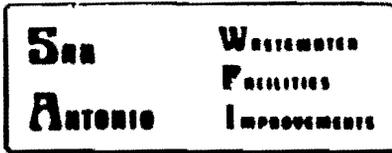
USE \$3,163.00

EXHIBIT "F"

EXHIBIT "F" - C4APR-025

JUSTIFICATION: A separate panel is required to house the additional hardware required on C4APR-015 with additional room for future I/O's for Filter No's. 1 through 3 and 14 through 16.

AGREED PRICE: \$4,520.00



REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-025

DATE: March 3, 1987

CONTRACTOR Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

Fabricate and furnish a separate panel for mounting of the Effluent Filter I/O Equipment.

Owner

CHANGE ORDER PROPOSAL No. C4A-025

Date March 26, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

ATTACHED SUBCONTRACTOR QUOTE	\$ 4,305.00
FRU-CON 5%	\$ 215.00
TOTAL	\$ 4,520.00

RECEIVED

MAR 26 1987

HEERY PROGRAM MGMT. INC.

JUSTIFICATION: Heery Program Management Request C4APR-025, Dated 3/03/87

The Contract completion time will be (increased)/(decreased) _____* calendar days

Total Cost of Extra Work Covered by Above :	\$ <u>4,520.00</u>
Previously Approved Extra Work :	\$ _____
Original Contract Amount :	\$ _____
TOTAL :	\$ _____

* See Letter No. 206

By : J. Bennett Brown
Title : Engineering Manager
Contractor : Fru-Con Construction Corporation



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FRU-CON CONS: MAR 26 1987

MMR-4A89

March 26, 1987

Mr. Bennett Browne
Fru-Con Construction Corporation
P.O. Box 23368
San Antonio, Texas 78223

Ref: City of San Antonio
Dos Rios: Contract 4A
M.M.R. Constructors Project #7991

Subject: M.M.R. Constructors Request for Change
No. 4-12: Fru-Con Change C4APR-025

Gentleman:

Please find the attached breakdown and backup for Change No. 4-12. Please note that our pricing is valid until 4:30 p.m. C.S.T., April 9, 1987.

Please note that this cabinet is to be designed as an Auxiliary Cabinet and not a Control Panel. Therefore, it does not have all the amenities called for in the specifications. (i.e. power panel, light and receptacle)

M.M.R. Constructors reserves the right to request an extension of time and/or equitable adjustment for any indirect costs that are a direct result of this change.

Sincerely,

M.M.R. Constructors
P. O. Box 14367
San Antonio, Tx. 78214

John E. Ford II
Project Superintendent

JEF/jf

cc: S. Kimbrough
R. Boutte
P. Thomas
File 106.1
File 104.2

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MAR 26 1987

HEADQUARTERS M.M.R. CONSTRUCTORS, INC.

RECEIVED
FRU-CON CONST

MMR-4A89

March 26, 1987

CHANGE ORDER REQUEST BREAKDOWN

M.M.R. Constructors Change No. 4-12
Fru-Con Change No. C4APR-025

Direct Charges:

MATERIAL:

Small Tools.....\$44.00
Consumables.....\$88.00
Total Material (Tax Exempt).....\$1,494.63

DIRECT LABOR:

Field.....\$1,168.13
Per diem.....\$229.45

INDIRECT CHARGES.....\$375.00

Payroll Tax & Insurance.....\$343.82

SUBTOTAL.....\$3,743.03

15% Profit.....\$561.45

TOTAL THIS REQUEST.....\$4,305.00

RECEIVED
MAR 26 1987

HI INC.

4 TH 15 00

N24-10

PRICING SHEET



JOB Dos Rios Contract #4A
 WORK CL Panel Addition

ESTIMATE NO. _____
 Sheet No. 1 Of Sheets 2

ESTIMATED BY	PRICED BY	EXTENDED BY	CHECKED BY	DATE
<u>FORD II</u>				<u>3-25-87</u>

✓	MATERIAL	QUANTITY	LABOR UNIT PER	LABOR EXTENSION	MATERIAL PRICE PER	MATERIAL EXTENSION
1	NEMA 12 Panel	1	10.0 ea	10.0	624.86 ea	624.86
2	90" x 24" x 20"					
3						
4	BACK Plate	1	1.0 ea	1.0	102.03 ea	102.03
5						
6	Side Plate	2	1.0 ea	2.0	75.35 ea	150.74
7						
8	Terminal Block	150		2.5	1.25 ea	187.50
9						
10	T.B. Back Plate	1	.25	.25	10.00 ea	10.00
11						
12	2" Panduit	20'	Lot	2.0	3.10 ft	62.00
13						
14	Panel Painting	1		2.0		262.50
15						
16	Panel TAGS	6	.25 ea	1.5	5.00 ea	30.00
17						
18	MISC. HARDWARE	LOT		1.0		65.00
19						
20	Panel Checkout			16.0		
21						
22	ENGINEERING			5.0		
23						
24	DRAFTING			12.0		
25						
26	FOREMAN			10.0		
27						
28	Project Super.			4.0		
29						
30						
31						
32						
33						

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 MAR 26 1987

HILLMAN ELECTRIC INC.

CHARK-025

PRICING SHEET

N^o 4-10



JOB Dos Rios Contract #4A
 WORK CL PANE 1 ADDITION

ESTIMATE NO. _____
 Sheet No. 2 Of 2 Sheets

ESTIMATED BY	PRICED BY	EXTENDED BY	CHECKED BY	DATE
FORD II				3-25-87

	✓	MATERIAL	QUANTITY	LABOR UNIT	PER	LABOR EXTENSION	MATERIAL PRICE	PER	MATERIAL EXTENSION
1		SECRETARY				20			
2									
3		Project Manager				80			
4									
5		PROJET ENGINEER				80			
6									
7		Small Tools	Lot						44 ⁰⁰
8									
9		Consumables	Lot						88 ⁰⁰
10									
11		Direct Labor Total							116813
12									
13		INDirect Labor Total							375 ⁰⁰
14									
15		Per diem							22915
16									
17		PT & I							34382
18									
19									
20		Sub Total							374303
21									
22		15 %							56145
23									
24		Total							4305 ⁰⁰
25									
26									
27									
28									
29									
30									
31									
32									
33									

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 HILL

ENGINEER'S ESTIMATE

C4APR-025

MATERIAL

NEMA "12" panel (90" x 24" x 20") 1 ea. @ \$765.00	=	\$ 765.00
Back plate (90" x 24") 1 ea. @ \$178.00	=	178.00
Side plate (90" x 20") 2 ea. @ \$148.75	=	297.50
Terminal block 150 ea. @ \$1.25/ea.	=	<u>187.50</u>
	TOTAL =	\$1,428.00

LABOR

NEMA "12" panel (90" x 24" x 20") L.S.	=	\$ 292.50
Back plate (90" x 24") 1 ea. @ \$87.00	=	87.00
Side plate (90" x 20") 2 ea. @ \$72.50	=	145.00
Painting L.S.	=	262.50
Engineering (etc.) 27 hrs. @ \$32.00/hr.	=	<u>864.00</u>
	SUBTOTAL =	\$1,651.00
	FRINGES =	<u>119.00</u>
	TOTAL =	\$1,770.00

RECAP

Materials	=	\$1,428.00
Labor	=	1,770.00
Payroll Taxes & Insurance	=	<u>363.00</u>
	SUBTOTAL =	\$3,561.00
	SUBCONTRACTOR 15%	= <u>534.15</u>
	TOTAL =	\$4,095.15
	CONTRACTOR 5%	= <u>204.75</u>
	GRAND TOTAL =	\$4,299.90

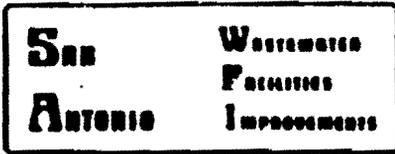
USE \$4,300.00

EXHIBIT "G"

EXHIBIT "G" - C4APR-026

JUSTIFICATION: Grounding of the Effluent crane rails and festoon support steel was mistakenly left off the original Drawings.

AGREED PRICE: \$3,841.00



REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-026

DATE: March 23, 1987

CONTRACTOR Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A

PROJECT NO. 26-010049

CHANGE ORDER NO. To be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

Furnish and install grounding for the Effluent Filter Crane Rails and Festoon Support Steel as shown on Malcolm Pirnie, Inc. Sketch No. SK-E-18 (attached).

Owner

**MALCOLM
PIRNIE**

MALCOLM PIRNIE, INC.
ENVIRONMENTAL ENGINEERS, SCIENTISTS & PLANNERS

March 23, 1987

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MAR 23 1987

HEERY PROGRAM MANAGEMENT, INC.
P.O. Box 23425
San Antonio, Texas 78223

HEERY PROGRAM MGMT. INC.

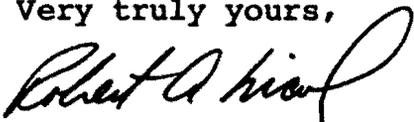
Attention: R.L. Adams

Subject: DOS RIOS FACILITY - CONTRACT 4A
EFFLUENT FILTER AREA GROUNDING
REQUEST FOR CONTRACT CHANGE ORDER PROPOSAL

Gentlemen:

Attached MPI Sketch No. SK-E-18 showing the proposed grounding installation for the Effluent Filters crane rails and festoon support steel. Please request a quotation from the Contractor to furnish and install. We also request that you direct the Contractor to begin work immediately, as walkway construction has already begun for the South filters.

Very truly yours,

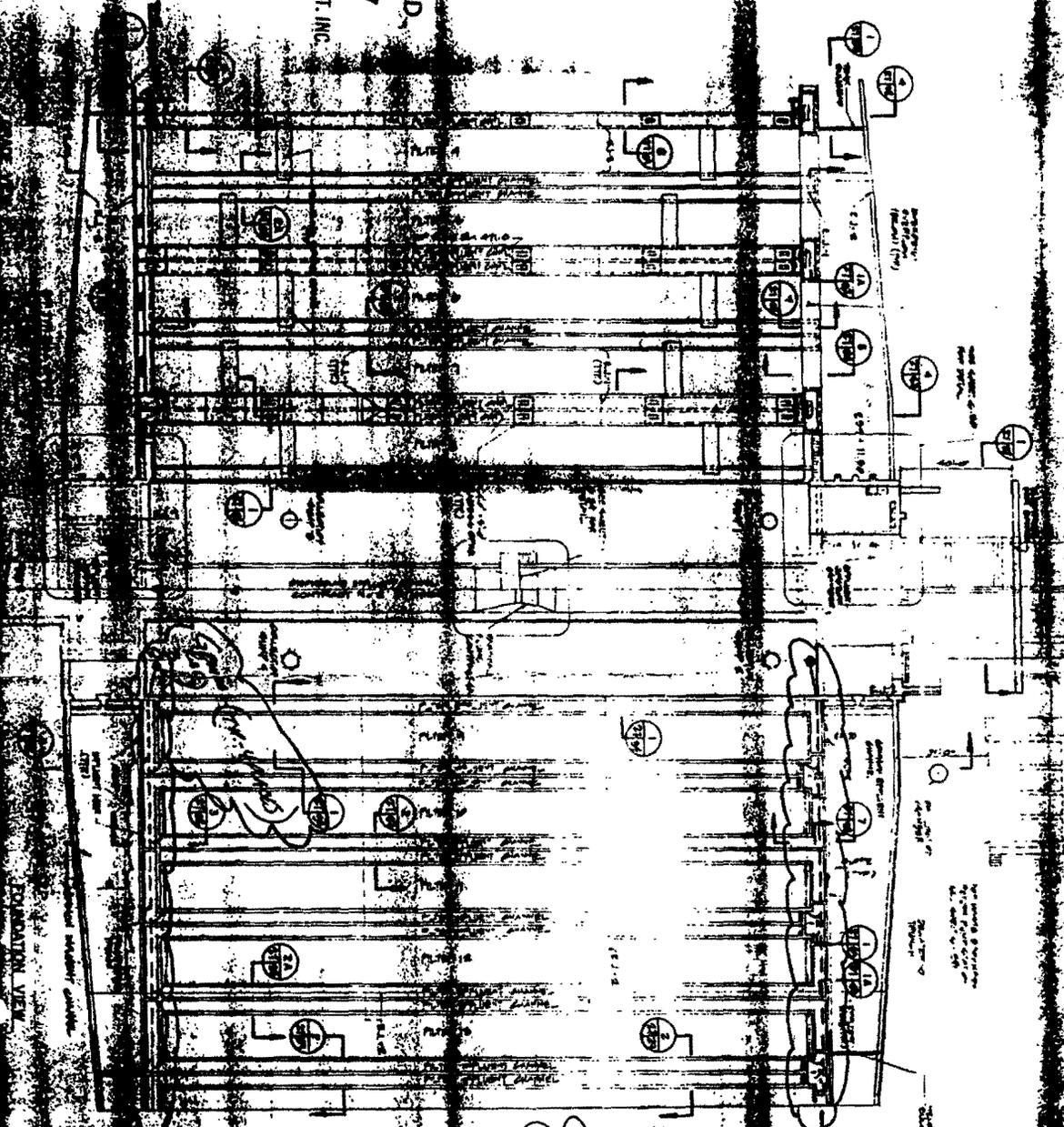


Robert A. Nicol, P.E.
Sr. Resident Engineer

RAN/tr

cc: MPI-SAO
MPI-WPO
R. Miles-WPO
E. Alcaraz
File

RECEIVED
 MAR 23 1987
 FEDERAL BUREAU OF INVESTIGATION
 U.S. DEPARTMENT OF JUSTICE



FOUNDATION VIEW

Sheet No
 52-E-18

Elect. Rooms:
 4 of one done - install in
 Utility & change to
 Filter control room and
 Astron power columns
 4r from end. Run cables
 to electrical rooms of main
 4- Gower Ave
 Inverness, Pa. Saco, W450
 April 5, 2/4, 5

TRUNK CABLE
 MAIN FILTERS

CONTRACT 4A
 DGS RIOS FACILITY
 EFFLUENT FILTERS
 KEY PLAN

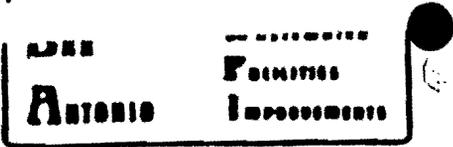
52-E-18

WATERWORKS
 FACILITIES
 IMPROVEMENTS



Approved by
 Date
 Drawn by
 Checked by
 Scale
 1" = 20'-0"

MALCOLM
 PIRNIE



CHANGE ORDER PROPOSAL No. C4A-026

Date March 26, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

ATTACHED QUOTE\$ 3,316.39
FRU-CON 5%\$ 165.82
TOTAL\$ 3,482.21

RECEIVED

MAR 26 1987

HEERY PROGRAM MGMT. INC.

JUSTIFICATION: M.P.I. Request

The Contract completion time will be (increased)(decreased) _____* calendar days

Total Cost of Extra Work Covered by Above: \$ 3,482.21
Previously Approved Extra Work: \$ _____
Original Contract Amount: \$ _____
TOTAL: \$ _____

* See Letter No. 204

By: *Robert Colburn*
Title: Engineering Manager
Contractor: Fru-Con Construction Corporation



Constructors, Inc.

INSTRUMENTATION & ELECTRICAL CONTRACTORS

MMR-4A87

March 24, 1987

695
RECEIVED
FRU-CON CONST. MAR 25 1987

Mr. Bennett Browne
Fru-Con Construction Corporation
P.O. Box 23368
San Antonio, Texas 78223

Ref: City of San Antonio
Dos Rios: Contract 4A
M.M.R. Constructors Project #7991

Subject: M.M.R. Constructors Request for Change
No. 4-11: Fru-Con Change C4APR-026

Gentleman:

Please find the attached breakdown and backup for
Change No. 4-11. Please note that our pricing is valid
until 4:30 p.m. C.S.T., April 8, 1987.

M.M.R. Constructors reserves the right to request an
extension of time and/or equitable adjustment for any
indirect costs that are a direct result of this change.

Sincerely,

M.M.R. Constructors
P. O. Box 14367
San Antonio, Tx. 78214

John E. Ford II
Project Superintendent

JEF/jf

cc: S. Kimbrough
R. Boutte
P. Thomas
File 106.1
File 104.2

RECEIVED

MAR 26 1987

HEART PROGRAM MGMT. INC.

MMR-4A87

March 24, 1987

RECEIVED
FRU-CON CONST. MAR 25 1987

CHANGE ORDER REQUEST BREAKDOWN

M.M.R. Constructors Change No. 4-11
Fru-Con Change No. C4APR-026

Direct Charges:

MATERIAL:

Consumables.....\$89.50
Total Material (Tax Exempt).....\$1,212.59

DIRECT LABOR:

Field.....\$1,070.25
Per diem.....\$56.55

INDIRECT CHARGES.....\$107.50

Payroll Tax & Insurance.....\$347.43

SUBTOTAL.....\$2,883.82

15% Profit.....\$432.57

TOTAL THIS REQUEST.....\$3,316.39

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MAR 26 1987

HELLY PROGRAM MGMT. INC.

PRICING SHEET



JOB Dos Rios Contract #4A
 WORK Grounding @ EFF. Filters

ESTIMATE NO. _____
 Sheet No. _____ Of _____ Sheets

ESTIMATED BY	PRICED BY	EXTENDED BY	CHECKED BY	DATE
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✓	MATERIAL	QUANTITY	LABOR UNIT	PER	LABOR EXTENSION	MATERIAL PRICE PER	MATERIAL EXTENSION
1	10' Ground Rod	8	1.5	EA	12.0	19.16 EA	153.28
2	TEST-w/cells	2	5.0	EA	10.0	50.0 EA	100.00
3	Cap weld	54	.75	EA	40.5	4.03 EA	217.62
4	1" Plast. bond	30'	10.0	L	3.0	117.85 L	3500
5	#4/0 BARE GROUND	1000'	LOT		4.0	706.69 M	706.69
6							
7	Direct Labor				69.5		799.25
8							
9	Supervision				10.0		180.00
10							
11	Project Super				2.0		40.00
12							
13	Sect				1.0		7.50
14							
15	ENGINEERING				3.0		51.00
16							
17	Total Material						1212.59
18							
19	Per diem						56.55
20							
21	Proj. Manager				4.0		1100.00
22							
23							
24	Total Labor						1177.75
25							
26	P.T. & I						347.43
27							
28	Contingency						89.50
29							
30	Sub Total						2883.82
31	15%						432.57
32	Total						3316.39

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 MAR 26 1987

HEAVY CONSTRUCTION

ENGINEER'S ESTIMATE

C4APR-026

LABOR & MATERIALS

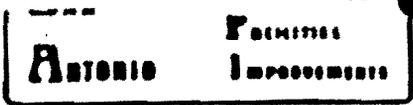
Ground rod - 10" length 8 ea. @ \$28.45/ea.	=	\$ 227.60
Test wells 2 ea. @ \$200.00/ea.	=	400.00
Cadwelds 54 ea. @ \$17.25/ea.	=	931.50
Plastic bond 30 ft. @ \$2.50/ft.	=	70.00
#4/0 Bare ground 1,000' @ \$1.21/ft.	=	<u>1,210.00</u>
	SUBTOTAL =	\$2,839.10
	SUBCONTRACTOR 15% =	<u>425.87</u>
	TOTAL =	\$3,264.97
	CONTRACTOR 5% =	<u>163.25</u>
	GRAND TOTAL =	\$3,428.22
	USE =	\$3,400.00
NEGOTIATED - 2 additional test wells	=	<u>359.00</u>
	TOTAL =	\$3,759.00

EXHIBIT "H"

EXHIBIT "H" - C4APR-028

JUSTIFICATION: The fire rated double door in the Pipe Gallery between Settling Tank No's. 7 and 8 required a revision in the swing and hardware.

AGREED PRICE: \$1,524.00



CHANGE ORDER PROPOSAL No. C4A-028

RECEIVED

Date April 30, 1987

APR 30 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

HEERY PROGRAM MGMT. INC.

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No.

Dear Sir:

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work:

Revised door hardware schedule per Bob Nicol's letter dated February 10, 1987.

Subcontractor Cost \$ 1,451.00
Fru-Con 5% \$ 72.55
TOTAL \$ 1,523.55

JUSTIFICATION: M.P.I. Request

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

Total Cost of Extra Work Covered by Above: \$ 1,523.55
Previously Approved Extra Work:
Original Contract Amount:
TOTAL:

By: [Signature]
Title: Engineering Manager
Contractor: Fru-Con Construction Corp.

* See Letter #399-220

PAUL SWORD CONSTRUCTION CO., INC.

1510 BITTERS ROAD

822-8327

SAN ANTONIO, TEXAS 78216

RECEIVED

APR 30 1987

HEERY PROGRAM MGMT. INC.

April 29, 1987

Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, TX 78233

RE: Dos Rios Facilities Miscellaneous
Structures
Second Stage Facilities - Pipe
Gallery
Pair Doors No. 3
Hardware Change

ATTN: Mr. Jim Thompson

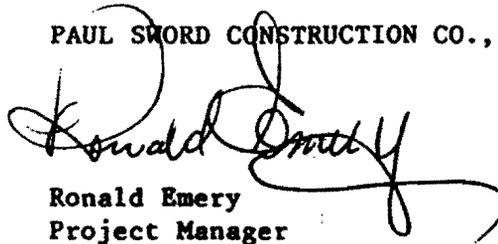
Gentlemen:

Please find attached hardware cost breakdown per Fisher Building Center for the above project.

Hardware Cost Addition	\$1,251.00
Labor Cost Addition	200.00
Total Additional Cost	<u>\$1,451.00</u>

Yours truly,

PAUL SWORD CONSTRUCTION CO., INC.


Ronald Emery
Project Manager

RE/rsd

Enclosure

FISHER MILLWORK, INC.

FISHER BUILDING CENTER

"Not your ordinary run of the mill"

P.O. BOX 29717
SAN ANTONIO, TEXAS 78229

April 28, 1987

Sword Construction Co.
1510 Bitters Road
San Antonio, Texas 78216

RECEIVED

APR 30 1987

HEERY PROGRAM MGMT. INC.

Ref: Dos Rios Facilities
Miscellaneous Structures
Second Stage Facilities-Pipe Gallery
Pair Doors No. 3

Doors were specified to receive following hardware:

6	Butts BB1191 4 1/2 x 4 1/2	US26D	86.00
1	Passage 8U15-OB	US32D	76.00
2	Closers P120 SNB	SBL	112.00
1	Set Auto-Mat F1 Bolt 559	US26D	51.00
1	Coordinator 469	US26D	32.00
2	Silencers GJ-64	US26D	.20
			<u>357.20</u>

CHANGE TO READ:

8	Butts BB1191 4 1/2 x 4 1/2	US26D	112.00
2	Exit Bolts 9927TL-F-696DT	US26D	1,350.00
2	Cylinders 34	US26D	34.00
2	Closers P120B SNB	SBL	112.00
2	Silencers GJ-64		.20
			<u>1,608.20</u>

Yours truly,

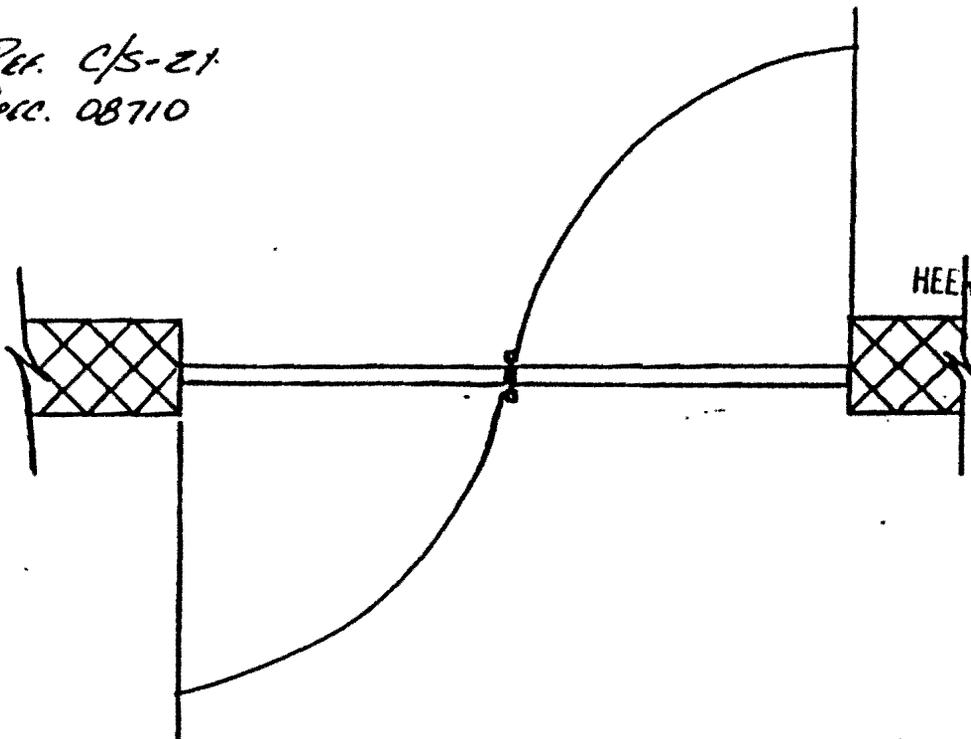


Royce Kelley
Fisher Building Center

RK/nmo

MPI Sketch No. SK-C/S-17

Ref. C/S-21
Spec. 08710



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APR 30 1987

HEERY PROGRAM MGMT. INC.

LOCATION: Pipe Gallery - FIRE WALL BETWEEN S.T. #7 & #8
Door #3

REVISED HARDWARE:

- 3 PL. BUTTS T2314 32 D (WAS 260) 4 1/2 x 4
- 2 EA. Door Closures & Stops EN 1250 PS
- 2 EA. VERTICAL ROD TYPE EXIT DEVICES 13-6700 260
WITH BOLTS FOR 8'-0" HIGH DOORS

RECEIVED

FEB 10 1987

RECEIVED

FEB 10 1987

HEERY PROGRAM MGMT. INC.

ENGINEER'S ESTIMATE

C4APR-028

Additional hardware cost	=	\$1,251.00
Additional labor cost	=	<u>200.00</u>
	TOTAL =	\$1,451.00
	CONTRACTOR 15%	<u>72.55</u>
	GRAND TOTAL =	\$1,523.55

USE \$1,524.00

NOTE: For material and labor prices, see Fisher Millwork, Inc's. letter this Exhibit.

EXHIBIT "I"

EXHIBIT "I" - C4APR-030

JUSTIFICATION: Additional equipment is required for the laboratory at the Dos Rios Administration Building. This additional equipment consists of five power conditioners.

AGREED PRICE: \$3,582.00

ANTONIO

Facilities
Improvements

REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-030

DATE: May 5, 1987

CONTRACTOR Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

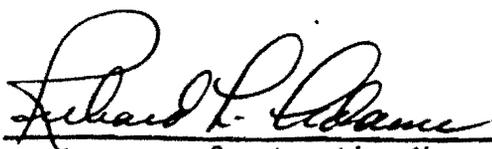
NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK: Additional equipment for laboratory at Dos Rios Administration Bldg.

Provide and deliver to the Administration Building the following equipment:

1. One (1) each ONEAC CP-1110 Power Conditioner
2. One (1) each ONEAC CB-1120 Power Conditioner
3. One (1) each ONEAC CP-1103 Power Conditioner
4. Two (2) each ONEAC CP-1107 Power Conditioner

The foregoing Power Conditioner units are to be obtained from Hitech Marketing Associates in Richardson, Texas - Carl Prudhomme, telephone no. (214) 669-4003.


Richard L. Adams

Construction Manager

Owner

**MALCOLM
PIRNIE**

MALCOLM PIRNIE, INC.
ENVIRONMENTAL ENGINEERS, SCIENTISTS & PLANNERS

May 1, 1987

Heery Program Management, Inc.
P.O. Box 23425
San Antonio, Texas 78223

Attn: Mr. Dick Adams

Re: S.A. Dos Rios WWTF, C-4A
Admin. Bldg. Lab Additions

RECEIVED
MAY 4 1987
HEERY PROGRAM MGMT. INC.

Dear Mr. Adams:

Please issue a Request For Change Order Proposal to Fru-Con Construction to provide the following additional equipment for the laboratory at the Dos Rios Administration Building.

Room 161 - GC/MS Equipment

Provide one ONEAC CP-1110 Power Conditioner for the Extra Nuclear ELQ-400 Mass Spectrometer and one ONEAC CB-1120 power conditioner for the Gas Chromatograph.

Room 159 - Stomic Adsorption Equipment

Provide one ONEAC CP-1103 for the Perkin-Elmer #2380 AA Unit with printer; one ONEAC CP-1107 for the Perkin-Elmer ICP 6500 Spectrometer with 7500 Data Station and PR210 Printer; and one ONEAC CP 1107 for the AS-50 Auto Sampler and 5000 Optical Bench.

These power conditioner units are available from Hitech Marketing Associates in Richardson, Texas thru Mr. Carl Prudhomme, (214) 669-4003. Their quoted price is listed below, with the normal contractor's 15% mark-up as shown.

<u>No.</u>	<u>Description</u>	<u>Cost</u>
1	CP 1110	\$ 640.00
1	CB 1120	1,060.00
1	CP 1103	305.00
2	CP 1107 (\$505.00)	<u>1,110.00</u>
	Subtotal	\$3,015.00
	Contractor's OH & P 5%	<u>452.00</u>
	Total	\$3,467.00

These power conditioners have been requested by the City Environmental Management staff to protect highly sensitive electronic equipment (computers, analytical instruments) from power surges.

MALCOLM
PIRNIE

-2-

Please call if there are any questions in this regard.

Very truly yours,

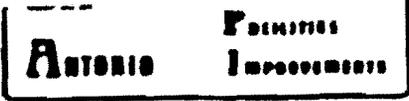
MALCOLM PIRNIE, INC.

O. J. Valdez
O.J. Valdez

OJV:lgg

cc: J. Steckbeck
R.F. Bonner, Jr.
J.C. Brown II
R.A. Nicol

RECEIVED
MAY 4 1987
HEERY PROGRAM MGMT. INC.



CHANGE ORDER PROPOSAL No. C4A-030

Date May 6, 1987

RECEIVED

MAY 7 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

HEERY PROGRAM MGMT. INC.

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049 , Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

1. One (1) ONEAC-CP-1110	Power Conditioner	.....\$	640.00
2. One (1) ONEAC-CB-1120	Power Conditioner	.....\$	1,060.00
3. One (1) ONEAC-CP-1103	Power Conditioner	.....\$	305.00
4. Two (2) ONEAC-CP-1107	Power Conditioner	.....\$	1,010.00
5. Freight		.....\$	60.00
6. Labor to Install: 3 MH @ \$10.24		.....\$	30.72
	Fringes 28.156%	.....\$	8.65
	Subtotal	.....\$	3,114.37
	FRU-CON 15%	.....\$	467.15
	TOTAL	.....\$	3,581.52

JUSTIFICATION: Heery Program Management Request on May 5, 1987

The Contract completion time will be (increased)(decreased) _____* calendar days

Total Cost of Extra Work Covered by Above:	\$	<u>3,582.00</u>
Previously Approved Extra Work:	\$	_____
Original Contract Amount:	\$	_____
TOTAL:	\$	_____

* See Letter #399-223

By: *Ronald Osburn*
Title: Engineering Manager
Contractor: Fru-Con Construction Corporation

ENGINEER'S ESTIMATE

C4APR-030

Quotes obtained from Hitech Marketing Associates in Richardson, Texas.

ITEM	COST
1 ONEAC CP-1110 Power conditioner	= \$ 640.00
1 ONEAC CB-1120 Power conditioner	= 1,060.00
1 ONEAC CP-1103 Power conditioner	= 305.00
2 ONEAC CP-1107 Power conditioner	= <u>1,010.00</u>
TOTAL	= \$3,015.00
CONTRACTOR 15%	= <u>452.25</u>
GRAND TOTAL	= \$3,467.25

USE \$3,467.00

MINUTES OF NEGOTIATIONS

Negotiations on the following Cost Proposals were held on May 20, 1987, between Fru-Con Construction Corporation, Malcolm Pirnie, Inc., and Heery Program Management, Inc.

C4APR-014

Furnish and install conduits PC-3 and PC-4, reference R.F.I. No. E-002-020.

Fru-Con's Estimate	\$3,713.61
ENGINEER'S Estimate	3,000.00
Agreed Price	3,005.00

C4APR-015

Additional I/O equipment per Specification No. 13620, paragraph 1.1.B.3.

Fru-Con's Estimate	\$23,706.91
ENGINEER'S Estimate	22,569.00
Agreed Price	23,138.00

C4APR-016

Modifications of the Motor Control Centers and the Screw Pump Controls.

Fru-Con's Estimate	\$7,031.00
ENGINEER'S Estimate	7,080.00
Agreed Price	7,031.00

C4APR-023

Furnish and install two 4" flanged ball valves.

Fru-Con's Estimate	\$2,097.08
ENGINEER'S Estimate	2,087.00
Agreed Price	2,097.00

C4APR-024

Furnish two sets of stop plank grooves (material only).

Fru-Con's Estimate	#3,162.50
ENGINEER'S Estimate	3,162.50
Agreed Price	3,163.00

C4APR-025

Furnish and install panel for additional hardware for the Effluent Filter I/O's.

Fru-Con's Estimate	\$4,520.00
ENGINEER'S Estimate	4,300.00
Agreed Price	4,520.00

C4APR-026

Furnish and install grounding for the Effluent Filter crane rails and festoon support steel.

Fru-Con's Estimate	\$3,482.21
ENGINEER'S Estimate	3,759.00 *
Agreed Price	3,841.00 *

* ENGINEER added two additional test wells for a total addition of \$359.00

C4APR-028

Revision of door hardware in Pipe Gallery - Door No. 3.

Fru-Con's Estimate	\$1,523.55
ENGINEER'S Estimate	1,523.55
Agreed Price	1,524.00

C4APR-030

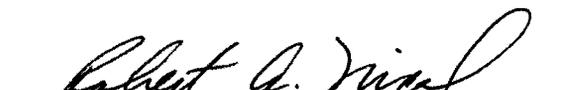
Provide and deliver to the Administration Building five power conditioners.

Fru-Con's Estimate	\$3,582.00
ENGINEER'S Estimate	3,467.00
Agreed Price	3,582.00

Minutes of Negotiations
May 20, 1987
Page Three

Contractor agrees to start on the above changes as soon as possible.


Fru-Con Construction Corporation


Malcolm Pirnie, Inc.


Heery Program Management, Inc.

PROPOSAL NO.	DATE OF REQ'ST	PROPOSAL REQUESTED BY	DESCRIPTION	DATE OWNER NOTIFIED	DIRECTIVE ISSUE DATE	TO/FROM CONTRACTOR PRICING	COST SUBMIT'D BY CONTRACTOR	TO/FROM ENGR. REVIEW	FINAL VALUE OF CH. ORDER	TO/FROM CONTRACTOR FOR SIG.	TO/FROM ENGR. FOR RECON.	DATE SUBMIT'D TO CITY	DATE APPROV'D.	REMARKS	C.O. NO.
001	3/10/86	H.P.M.	DELETE 6" OVER BURDEN REMOVAL	7/21/86	N/A	3/10/86	(4964.41)	3/23/86	6,483.82	9/12/86	9/12/86	9/12/86	9/12/86		01
002	3/12/86	M.P.I.	ADD 11" 4" DIA. PIPE MOVE 0.75" CL & V CHANGE SPEC. IN FORM	7/21/86	N/A	3/12/86	(2153.57)	4/15/86	2,100.00	8/12/86	8/12/86	8/12/86	9/12/86		01
003	3/14/86	M.P.I.	CHANGE MANUFACTURER ON SUBSTATION & M.C.E.	7/21/86	N/A	3/17/86	21,000.00	4/15/86	21,000.00	8/12/86	8/12/86	8/12/86	9/12/86		01
004	4/8/86	H.P.M.	MAIL & FURNISH 7309 V03 SECRET FILE	7/21/86	N/A	4/14/86	14,704.25	4/15/86	14,704.25	8/12/86	8/12/86	8/12/86	9/12/86		01
005	5/16/86	M.P.I.	Sub. for equipment & close hand	1/22/87	N/A	5/16/86	6,700.00	5/19/86	6,800.00	8/12/86	8/12/86	8/12/86	9/12/86		03
006	5/27/86	M.P.I.	PAUSE ROOM 0-13 & OTHER ITEMS	7/21/86	N/A	5/27/86	6,500.00	6/5/86	6,500.00	8/12/86	8/12/86	8/12/86	9/12/86		02
007	6/16/86	H.P.M.	FURNISH & INSTALL 2-1/2" DIA CONCRETE ENCLOSURE PIPE & 1-20" DIA	7/21/86	N/A	6/16/86	969.93	7/12/86	576.33	8/12/86	8/12/86	8/12/86	9/12/86		02
008	6/24/86	M.P.I.	FURNISH & INSTALL LABORATORY RANGE	7/21/86	N/A	6/24/86	966.56	7/12/86	928.84	8/12/86	8/12/86	8/12/86	9/12/86		02
009	6/26/86	M.P.I.	MOD. TO 6" DIA SKIN EXH. PAN	1/22/87	N/A	6/26/86	13,691.00	8/12/86	12,636.66	8/12/86	8/12/86	8/12/86	9/12/86		03
010	7/10/86	M.P.I.	PROPOSED FURNISH CHANGE	—	N/A	7/10/86	5723.01	12/17/86	—	—	—	—	—		—
011	9/8/86	FASCO	Elimination of Horiz. Cont. Pt	1/24/87	N/A	9/8/86	(119.83)	9/12/86	(2133.47)	1/23/87	1/23/87	1/23/87	—		03
012	9/22/86	M.P.I.	MODIFICATIONS TO RSPS	—	N/A	9/22/86	51,737.84	11/11/86	—	—	—	—	—		—
013	10/13/86	M.P.I.	FURNISH & INSTALLATION 2 TEL.	1/21/87	N/A	10/13/86	9,925.57	11/10/86	3745.00	1/23/87	1/23/87	1/23/87	—		03
014	10/20/86	FASCO	BLOCKOUTS & CONDUIT RE-34R-Y	5/20/87	N/A	10/20/86	3733.44	11/18/86	3005.00	1/23/87	1/23/87	1/23/87	—		04
015	11/6/86	FASCO	ADDITIONAL I/O'S	5/20/87	N/A	11/7/86	23,766.44	11/18/86	23138.00	1/23/87	1/23/87	1/23/87	—		04
016	11/10/86	M.P.I.	Motor Control Center	7/21/87	N/A	11/10/86	7031.00	2/19/87	7031.00	1/23/87	1/23/87	1/23/87	—		04
017	11/12/86	M.P.I.	FURNISH & INSTALL 3 DOORS	1/23/87	N/A	11/12/86	3810.00	4/10/87	3810.00	1/23/87	1/23/87	1/23/87	—		03
018	11/17/86	M.P.I.	FURNISH & INSTALL 2-3" CONDUIT	1/23/87	N/A	11/17/86	8821.44	1/19/87	8700.00	1/23/87	1/23/87	1/23/87	—		03
019	11/19/86	M.P.I.	ADDITIONAL SMART LAMPS	1/23/87	N/A	11/19/86	18131.60	1/20/87	1709.00	1/23/87	1/23/87	1/23/87	—		03
020	12/11/86	M.P.I.	ADDITIONAL WIRING	1/23/87	N/A	12/11/86	671.53	1/23/87	671.53	1/23/87	1/23/87	1/23/87	—		03
021	12/29/86	FASCO	ADDITIONAL STOP PLATE	1/23/87	N/A	12/29/86	1268.88	1/23/87	970.00	1/23/87	1/23/87	1/23/87	—		03
022	1/30/86	M.P.I.	INSTALLATION OF 2" DIA. PIPING	1/23/87	N/A	1/30/86	718.88	1/18/86	718.88	1/23/87	1/23/87	1/23/87	—		03
023	2/11/87	M.P.I.	INSTALL & TEST 2 - 4" BALL VALVE	7/21/87	N/A	2/11/87	2097.08	4/15/86	2097.00	1/23/87	1/23/87	1/23/87	—		03

CAUSELED BY M.P.I.
CHANGED FROM TELEPHONE
TO TEL. JACKS

SPENT TO COORDINATION
FOR REVISION
APPROVED BY DUD 1/23/87

CAUSELED BY M.P.I.
UNIT PRICES BY H.P.M.

DOS RIOS ADVANCED SECOND STAGE FACILITY

CONTRACT NO. 4A

PROJECT NO. 26-010049

CHANGE ORDER NO. 5

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
1993 JAN 13 PM 1:35

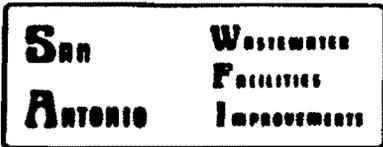
62284
88229
2-6-84

INDEX

CHANGE ORDER NO. 5

Tabulation of Negotiated Proposals

Exhibit "A"	-	C4APR-029
Exhibit "B"	-	C4APR-031
Exhibit "C"	-	C4APR-033
Exhibit "D"	-	C4APR-036
Exhibit "E"	-	C4APR-037
Exhibit "F"	-	C4APR-038



CHANGE ORDER

CHANGE ORDER NUMBER 05 DATE November 13, 1987
 PROJECT NAME Dos Rios Advanced Second Stage Facility; Contract No. 4A
 PROJECT NO. 26-010049

The following changes are hereby made a part of the Contract Documents:

1. Provide and install a 1/2", type "K" soft copper tubing water supply line (See Exhibit "A").
2. Install Owner supplied pressure pump and valve (See Exhibit "B").
3. Revise Westinghouse DCS Training (See Exhibit "C").
4. Fabricate and install ladder safety cage (See Exhibit "D").
5. Increase face velocity of fume hood (See Exhibit "E").
6. Move sample pump on Contract No. 2 (See Exhibit "F").

Justification:

See attached Exhibits "A" through "F".

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

Original Contract Amount	\$ <u>42,498,000.00</u>	Original Contingency Funds	\$ <u>4,249,000.00</u>
Cost of Previously Approved Change Orders	\$ <u>123,433.12</u>	Adjustments Due to Previously Approved Change Orders	\$ <u>123,433.12</u>
Cost of this Change Order	\$ <u>53,733.00</u>	This Change Order Adjustment	\$ <u>53,733.00</u>
New Contract Amount	\$ <u>42,675,166.12</u>	Contingency Fund Balance	\$ <u>4,071,833.88</u>

ord. # 62288
2-6-86

This Change Order is Acceptable.

Contractor Fru-Con Construction Corporation
 By [Signature]
 Title Project Manager Date 11-20-87

Recommended:

[Signature]
12.1.87
 Department of Wastewater Management

[Signature] 11-24-87
 CONSTRUCTION MANAGER
[Signature] 11/24/87
 ENGINEER

Professional Fee () Eligible () Ineligible

Approved:

[Signature]
 City Manager 1/11/88 Date

Approved:

[Signature] 1/14/88
 Director of Public Works Date

RECEIVED
 CITY OF SAN ANTONIO
 CITY CLERK
 1987 JAN 13 PM 1:35

TABULATION OF NEGOTIATED PROPOSALS

FOR

CHANGE ORDER NO. 5

<u>Proposal</u>	<u>Time</u>	<u>Cost</u>
C4APR-029	0	\$ 384.00
C4APR-031	0	671.00
C4APR-033	0	34,000.00
C4APR-036	0	2,280.00
C4APR-037	0	10,623.00
C4APR-038	<u>0</u>	<u>5,775.00</u>
TOTAL CHANGE ORDER NO. 5	0	\$53,733.00

EXHIBIT "A"

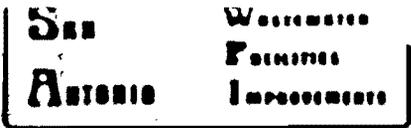
EXHIBIT "A" TO CHANGE ORDER NO. 5
Dos Rios Facility; Contract No. 4A
Project No. 26-010049

CHANGE ORDER PROPOSAL NO. 029

Delete the modifying of existing cabinets in Room No. 148.

JUSTIFICATION: Additional work required by the City of San Antonio. Original work included installation of a water supply line in Room 147, TKN/COD Room and modifying the existing cabinets in Room 148, Special Chemical Room. Work was reduced to installation of the water supply line in Room 147 only. Additional work was performed under time and material change.

NEGOTIATED CREDIT: \$384.00



CHANGE ORDER PROPOSAL No. C4A-029

Date October 12, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir:

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work:

See Attached Sheets 1 thru 5 \$ 384.00

JUSTIFICATION: Heery Program Management Request

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

Total Cost of Extra Work Covered by Above:	\$ <u>384.00</u>
Previously Approved Extra Work:	\$ _____
Original Contract Amount:	\$ _____
TOTAL:	\$ _____

* See Letter No. 399-291

By: *Ernest Blum*
Title: Engineering Manager
Contractor: Fru-Con Construction Corporation



FRU-CON CONSTRUCTION CORPORATION

1075

CHARGE TO: COP # 029 WATER SUPPLY AT TRN UNIT ADMIN. BLDG DATE: 9-16-87

LOCATION OF WORK DOS BLDG WWT F - CONTRACT 9A
OWNER _____ CONTRACT NO. 4A C.O. NO. LM15173

LABOR	TOTAL HOURS	RATE	AMOUNT
9-14-87 2 PIPEFITTERS	6	18.83	112.98
9-15-87 1 PIPEFITTER	4	18.83	75.32
1 HELPER	4	9.99	39.96
TOTAL DIRECT LABOR			228.26
PLUS % SUPERVISION			
TOTAL LABOR			228.26
PLUS 32 % INSURANCE, TAXES & WELFARE			73.04
TOTAL LABOR, INSURANCE, TAXES & WELFARE			301.30

MATERIALS - SUPPLIES EQUIPMENT RENTAL	UNITS OF	TOTAL QUANTITY	PRICE OR RATE	AMOUNT
1/2" COPPER TEE	EA	1	.20	.20
1/2" 90° EL	EA	4	.18	.72
1/2" Female adapter	EA	1	.68	.68
1/2" GATE VALVE	EA	1	21.40	21.40
1/2" TYPE L HARD COPPER PIPE	FT	11	.62	6.82
3/4" PVC TEE	EA	1	.23	.23
3/4" x 1/2" PVC BUSHING	EA	1	2.02	2.02
1/2" PK MALE ADAPTER	EA	1	.15	.15
1/2" PVC PIPE SCH 80	LF	1	.20	.20
TOTAL MATERIALS, SUPPLIES & EQUIPMENT RENTAL				33.42

TOTAL LABOR, MATERIALS, SUPPLIES & EQUIPMENT RENTAL				333.72
TOTAL				333.72
PLUS 15 % CONSTRUCTION FEE				50.06
TOTAL CHARGE				383.78

*modify
Admin Bldg*

October 2, 1987

HEERY

RECEIVED
FRU-CON CONST. OCT 02 1987

Mr. John R. Colbert
FRU-CON CONSTRUCTION CORP.
P. O. Box 23368
San Antonio, Texas 78223

LM15173

RE: Dos Rios Facility; Contract No. 4A
Request For Change Order Proposal No. C4APR-029

Dear Mr. Colbert:

Reference is made to Request For Change Order Proposal (RFOOP) No. C4APR-029. Item No's. 1b and 2 will be accomplished by the Owner. Item 1a was done by Fru-Con on a time and material basis. Please submit your final cost on this RFOOP. Payment for work accomplished will be reimbursed under Change Order No. 5.

If you have any questions, please contact this office.

Sincerely,

HEERY PROGRAM MANAGEMENT, INC.



Richard L. Adams, P. E.

RLA/odf

cc: 85559a
85559q-029
A. Hoyer, Heery Program Management, Inc.
W. R.

UMI 5173

Time & Material RCOP #029 9/16/87

345.

Due to urgency of needing water @ TRU unit Pro-Con was instructed to proceed with the installation on time & material.

Time: 9/14/87 2 men 3 hrs. Fisher & Helger
9/15/87 2 men 4 hrs. Fisher & Helger

Material:

Qty	Description
1	1/2" Copper Tee
4	1/2" Copper 90° Ell
11'	1/2" Type L hard copper pipe
1	3/4" PVC tee
1	3/4" x 1/2" PVC bushing
1	1/2" PVC male adapter
1	1/2" Copper female adapter
1	1/2" Copper Gate Valve
2"	1/2" Sch. 80 PVC pipe

143



FOREMAN'S DAILY TIME REPORT 405399

PROJECT NAME		LOCATION	
DOS RIOS FACILITY		SAN ANTONIO, TX	
CD. LOC. PROJECT NO.	DAY	DATE	
405399	MONDAY	9-14-87	
PERIOD END DATE	PERIOD NO.	SHIFT	
09-20-87	80		
PIPE		PIPE	

AREA	DESCRIPTION
	(4) Change order reg. dig. 1/2" water line T.M. cap.

26
28

SHEET OF

NO.	GRADE NO.	NAME LAST NAME, FIRST, INITIAL	SSN	CLASS NO.	DT	DT	DT	DT	DT	DT	DT	DT	DT	DT	DT	TOTAL DT/REG	DT CODE	OVERIDE CLASS	GROSS PAY
					REG														
1	47-036	GARCIA, ROBERT	459824119	4750.13															
2	47-095	SMITH, DAVID		4750.28															
3	47-048	WARD, DOUGLAS	386665532	4750.24															
4	47-049	WHITMIRE, RICHARD	466217676	4750.26															
5	47-050	BILLINGS, JOHN	414339172	4750.18															
6	47-001	WARD, DEREK E.	386667331	4750.24															
7	47-075	NARANJO, BALDEMAR	467062267	4750.28															
8																			
9	47-078	LEWIS, ROGER	442464834	4750.36															
10																			
11	47-092	HILBURN, FRANK	453296779	4750.45															
12																			
LABOR-HOUR CONTROL TOTALS																6			

APPROVAL
SUPERVISOR APPROVAL
Ray Hall

DATE OF POSTAL INSURANCE			



FOREMAN'S DAILY TIME REPORT

PROJECT NAME		LOCATION	
DOS RIOS FACILITY		SAN ANTONIO, TX	
CD LOC	PROJECT NO.	DAY	DATE
	405399	TUESDAY	9-15-87
PERIOD END DATE / PERIOD NO.		SHIFT	
09-20-87 / 80		SOFT	
PIPE			CRV

NBSA CLASS AND TIME RATE LM/5173																			

28
 SHEET
 OF

NO.	BRASS NO.	NAME LAST NAME, FIRST, INITIALS	SSN	CLASS NO.	OT REG	OT REG	OT REG	OT REG	OT REG	OT REG	OT REG	OT REG	OT REG	OT REG	OT REG	TOTAL OT/REG	OT CODE	OVERIDE CLASS	GROSS PAY
1	47-036	GARCIA, ROBERT	459824119	4750.13		1													
2	47-095	SMITH, DAVID	429238627	4750.18															
3	47-048	WARD, DOUGLAS	386665532	4750.24															
4	47-049	WHITIRE, RICHARD	466217676	4750.26															
5	47-050	BILLINGS, JOHN	414339172	4750.18															
6	47-001	WARD, DEREK E.	386667331	4750.24															
7	47-075	KARANJO, BALDEMAR	457705267	4750.25	4											4			
8																			
9	47-078	LEWIS, ROGER	442464834	4750.35	4											4			
10																			
11	47-092	HILBURN, FRANK	453296779	4750.45															
12																			
LABOR-HOUR CONTROL TOTALS					8											8			

APPROVE APPROVAL
APPROVE APPROVAL

TITLE OF CONSTRUCTION PROJECT	DATE OF REPORT	NAME OF FOREMAN	PHONE

October 2, 1987

HEERY

Mr. John R. Colbert
FRU-CON CONSTRUCTION CORP.
P. O. Box 23368
San Antonio, Texas 78223

RE: Dos Rios Facility; Contract No. 4A
Request For Change Order Proposal No. C4APR-029

Dear Mr. Colbert:

Reference is made to Request For Change Order Proposal (RFOOP) No. C4APR-029. Item No's. 1b and 2 will be accomplished by the Owner. Item 1a was done by Fru-Con on a time and material basis. Please submit your final cost on this RFOOP. Payment for work accomplished will be reimbursed under Change Order No. 5.

If you have any questions, please contact this office.

Sincerely,

HEERY PROGRAM MANAGEMENT, INC.



Richard L. Adams, P. E.

RLA/cdb

cc: 85559a


A. Heery, Heery Program Management, Inc.
W. R.

855599
9-029

**MALCOLM
PIRNIE**

**MALCOLM PIRNIE, INC.
ENVIRONMENTAL ENGINEERS, SCIENTISTS & PLANNERS**

October 2, 1987

Heery Program Mangement, Inc.
P.O. Box 23425
San Antonio, Texas 78223

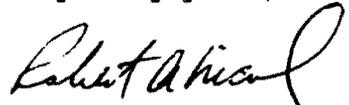
Attn: R.L. Adams

Re: Dos Rios WWTF C-4A
RCOP # 029

Gentlemen:

In reference to the above mentioned RCOP, please inform the Contractor that items 1b and 2 are going to be taken care of by the owner. Item 1a has been completed on a time and material basis. If you have any further questions please contact the writer.

Very truly yours,



Robert A. Nicol, P.E.
Sr. Resident Engineer

RAN:dlb

cc: MPI-SAO
MPI-WPO
FILE

0410.07.4100

**RECEIVED
OCT 02 1987
HEERY PROGRAM MGMT. INC.**

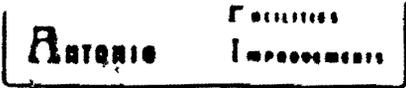
Time & Material RCOP #029 9/16/87

Due to urgency of needing water @ TRN unit Fru-Con was instructed to proceed with the installation on time & material.

Time: 9/14/87 2 men 3 hrs. Fitter & Helper
9/15/87 2 men 4 hrs. Fitter & Helper

Material:

Qty	Description
1	1/2" Copper Tee
4	1/2" Copper 90° Ell
11'	1/2" Type L hard copper pipe
1	3/4" PVC tee
1	3/4" x 1/2" PVC bushing
1	1/2" PVC male adapter
1	1/2" Copper female adapter
1	1/2" Copper Gate Valve
2"	1/2" Sch. 80 PVC pipe



REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-029

DATE: May 4, 1987

CONTRACTOR Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned.

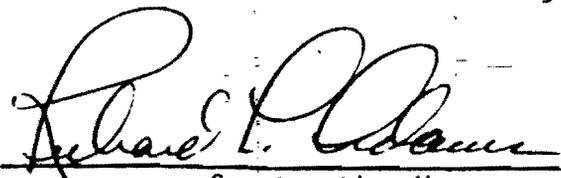
NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK: Modifications/changes to Administration Building:

1. Room 147 - TKN/COD Room
 - a. Provide and install a 1/2" diameter Type K soft copper tubing water supply line connection with cut-off from the cold water supply under the adjacent sink and connect it to the 1" PVC line on the digestion rack using a tee and PVC to copper adapter at the vertical run of the PVC water distribution line.
 - b. Remove and replace the 1/2" flexible tubing drain with flex tubing of sufficient length to reach the existing floor drain. (See Sketch SK-A-99).

2. Room 148 - Special Chemical Room

Remove two double door overhead cabinets (approximately 91" long x 30" high) presently installed at the South end of the West wall of Room 148. Install same at the South end of the East wall of Room 148, as far North as possible (butt against existing overhead cabinets on this wall) in the space approximately 105-3/4" long to allow doors to open on both overhead cabinets in SE corner of this room (See Sketch SK-A-98 and Project Drawing A-27).



Construction Manager

Owner

May 1, 1987

Heery Program Management, Inc.
P.O. Box 23425
San Antonio, Texas 78223

Re: Dos Rios WWTF C-4A
Admin. Bldg., RCOP

RECEIVED
MAY 1 1987
HEERY PROGRAM MGMT. INC.

Dear Mr. Adams:

Please issue a Request For Change Order Proposal to Fru-Con Construction to make the following changes/modifications to the finished cabinet work and lab equipment in the Administration Building.

Room 147 - TKN/COD Room

The Kjeldahl Digester Distillation Rack presently installed at the South end of the East wall of Room 147 does not have a water supply connection.

Contractor shall provide and install a 1/2" diameter Type K soft copper tubing water supply line connection with cut-off from the cold water supply under the adjacent sink and connect it to the 1" PVC line on the digestion rack using a tee and PVC to copper adapter at the vertical run of the PVC water distribution line.

Also Contractor shall remove and replace the 1/2" flexible tubing drain with flex tubing of sufficient length to reach the existing floor drain. (See Sketch SK-A-99).

Room 148 - Special Chemical Room

Remove two double door overhead cabinets (approximately 91" long x 30" high) presently installed at the South end of the West wall of Room 148. Install same at the South end of the East wall of Room 148, as far North as possible (butt against existing overhead cabinets on this wall) in the space approximately 105-3/4" long to allow doors to open on both overhead cabinets in SE corner of this room (See Sketch SK-A-98 and Project Drawing A-27).

MALCOLM
PIRNIE

-2-

Attached are copies of Sketches SK-A-98 and SK-A-99, and Project Drawing Sheet A-27 of Contract 1 for reference. Please call if there are any questions in this regard.

Very truly yours,

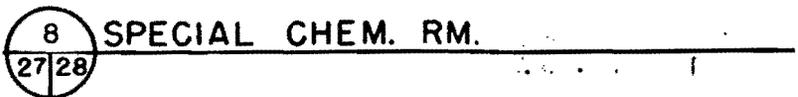
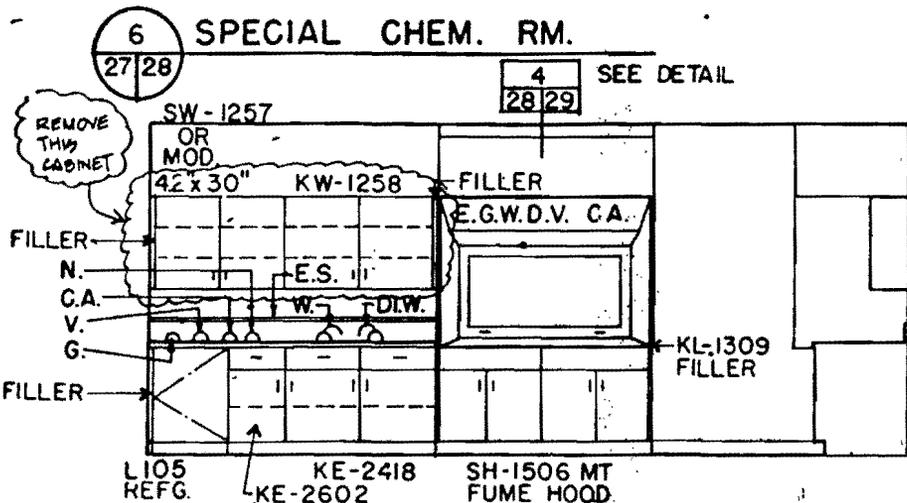
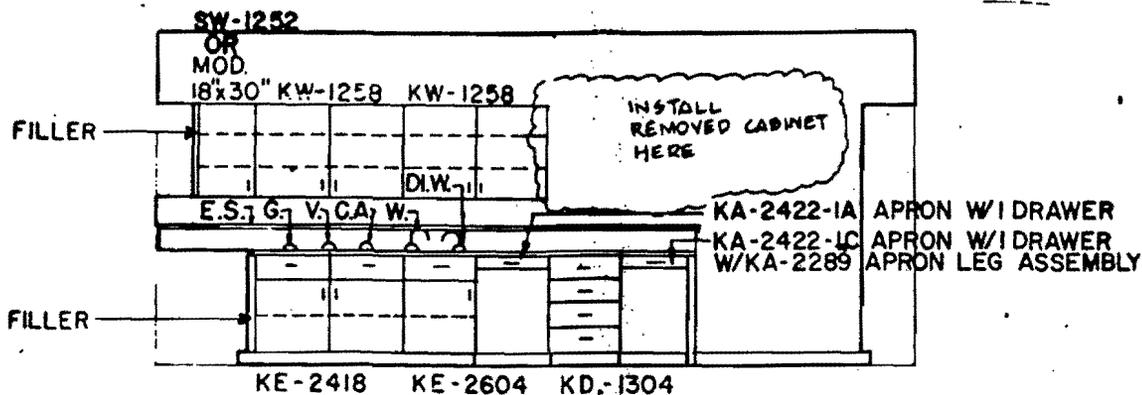
MALCOLM PIRNIE, INC.


O.J. Valdez

OJV:lgg

cc: J. Steckbeck
J.C. Brown II
R.A. Nicol
File

RECEIVED
MAY 1 1987
HEERY PROGRAM MGMT. INC.



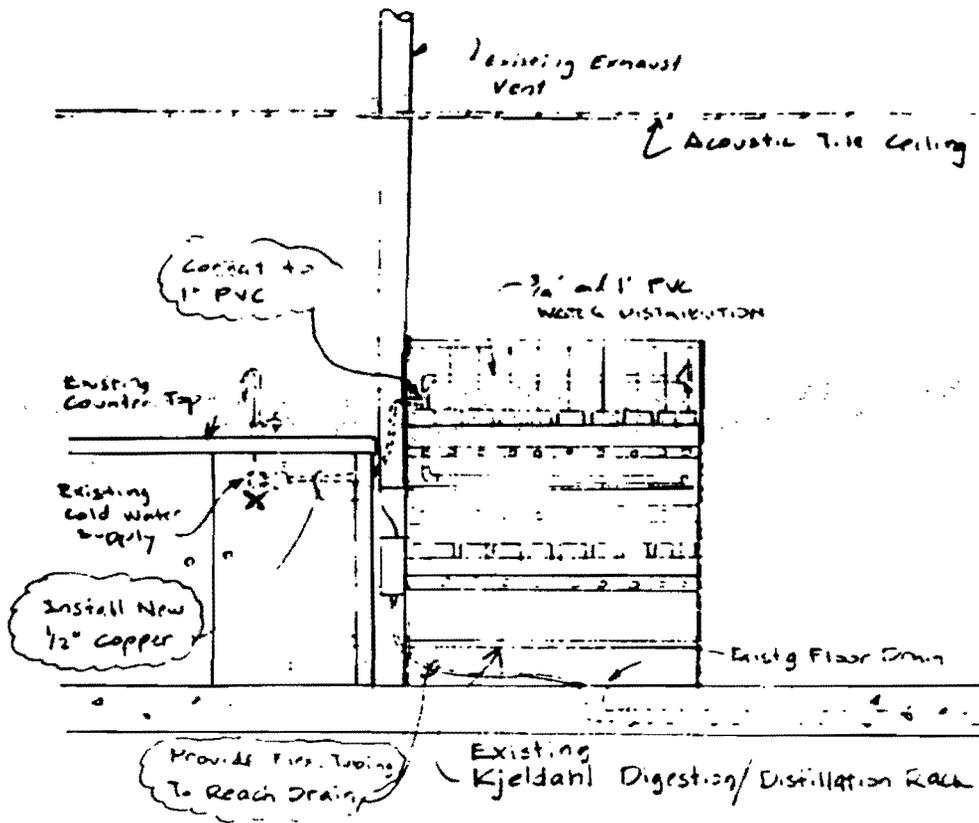
REFERENCE
 PROJECT DWG.
 CONTRACT 1 'A-27'

ROOM 148
 "MOVE OVERHEAD CABINET"

REVISED 4/30/87
 DATE: 4-9-87

DOS RIOS WWTF - CONTRACT 2 (C-1)
 ADMINISTRATION BUILDING MODIFICATIONS

SK-A-98



ROOM 147 MODIFICATIONS

N.T.S.

RECEIVED

MAY 1 1987

HEALTH INDUSTRIES, INC.

REV. 4/20/87
DATE. 4-9-87

**MALCOLM
PIRNIE**

005 RIOS WWTF - CONTRACT 2 (C-1)
ADMIN. BUILDING MODIFICATIONS

MALCOLM PIRNIE, INC.

SK-A-99

EXHIBIT "B"

EXHIBIT "B" TO CHANGE ORDER NO. 5

Dos Rios Facility; Contract No. 4A

Project No. 26-010049

CHANGE ORDER PROPOSAL NO. 031

Installation of a temporary booster pump, pressure regulating valve and fittings at Room No. 159

JUSTIFICATION: Due to the continuing low pressure of the City Water Board pipelines, the City of San Antonio requested a temporary booster pump installation at Room No. 159, AA Equipment Room. The pump and pressure regulating valve was furnished by the City of San Antonio. The Contractor was to install the valve along with the necessary fittings, however due to the urgent requirement, the work was accomplished under time and material basis.

NEGOTIATED COST: \$671.00

HEERY

June 5, 1987

Mr. R. A. Nicol
MALCOLM PIRNIE, INC.
P. O. Box 23008
San Antonio, Texas 78223

RE: Dos Rios Facilities, Contract No. 4A
Cost Proposal No. C4APR-031

Dear Mr. Nicol:

Please find attached Fru-Con's Cost Proposal on C4APR-031. As per our verbal conversation this date, the price submitted is acceptable by the ENGINEER. The Contractor has been instructed to proceed with the work. This proposal will be included in the next Change Order issued by this office.

If you have any questions, please contact this office.

Sincerely,



Richard L. Adams, P. E.

RLA/mar

cc: 85559a letter only
~~85559a~~-031 w/attach.
B. Browne, Fru-Con letter only
Al Heyer, HPM w/attach.
W. R. w/attach.

Attachment



Letter No. 399-234

Fru-Con Construction Corporation
P.O. Box 23368 San Antonio, Texas 78223
512/627-9291

June 4, 1987

Heery Program Management, Inc.
P.O. Box 23425
San Antonio, Texas 78223

Attn: Richard Adams

Ref: City of San Antonio
Dos Rios: Contract 4A
Fru-Con Project No: 405399

Subject: Change Order Proposal No. C4A-031

Gentlemen:

Attached is the original of Change Order Proposal No. C4A-031.

This proposal is based solely on the usual elements such as labor, material and normal markups, and does not include any amount for changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, acceleration and/or impact cost, and the right is expressly reserved to make claim for any and all of these and related items of cost prior to any final settlement of this contract.

Sincerely,

FRU-CON CONSTRUCTION CORPORATION

A handwritten signature in dark ink, appearing to read "G. B. Browne", is written over the typed name.

G. B. Browne
Engineering Manager

GBB:ec

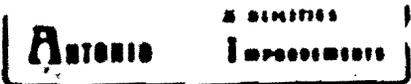
Attachment

cc: C4A-031

RECEIVED

JUN 05 1987

HEERY PROGRAM MGMT. INC.



CHANGE ORDER PROPOSAL No. C4A-031

Date June 4, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

SEE ATTACHMENT

RECEIVED
JUN 05 1987
HEERY PROGRAM MGMT. INC.

JUSTIFICATION: M.P.I. Request

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

Total Cost of Extra Work Covered by Above :	\$ <u>671.00</u>
Previously Approved Extra Work:	\$ _____
Original Contract Amount:	\$ _____
TOTAL:	\$ _____

* See Letter No. 399-234

By : Bernard Bowen
Title : Engineering Manager
Contractor : Fru-Con Construction Corporation

ATTACHMENT TO C4A-0131

June 4, 1987

MATERIAL:

Quote\$ 46.36
Miscellaneous\$ 20.00
TOTAL.....\$ 66.36

LABOR:

3 MH Electrician@ 17.27/hr...\$ 51.81
16 MH Pipe Fitter@ 19.01/hr...\$304.16
2 MH Pipe Fitter Foreman.....@ 20.01/hr...\$ 40.02
SUBTOTAL.....\$394.99
Fringes...28.156%\$111.21
TOTAL.....\$506.20

EQUIPMENT:

1 HR Pickup@ 6.00/hr....\$ 6.00
F.O.G.....@ 5.05/hr....\$ 5.05
SUBTOTAL.....\$ 11.05

MATERIAL\$ 66.36
LABOR\$506.20
EQUIPMENT.....\$ 11.05

SUBTOTAL.....\$583.61
FRU-CON 15%..\$ 27.54

TOTAL...\$671.00

NOTE: Includes start-up and cutoff valve.

RECEIVED

JUN 05 1987

HEERY PROGRAM MGMT. INC.

JUN 03 1987

REQUISITION

REQ'N NO. 8355

REQ'N DATE 6/2/87

PROJECT NO. 399

LOCATION Dos Rios

PURCHASE DATE REQUIRED Now

QUANTITY DESCRIPTION (FULL DETAIL) COST CODE

QUANTITY	DESCRIPTION (FULL DETAIL)	COST CODE
1	1 1/4" x 5/16" brass head Brass TBE	
1	1 1/4" x 1/2" Red Copg Brass Sero	
1	1/2" x 5/16" brass head Brass TBE	
1	1/2" Compression x 1/2" Male IPS Fitting	
1	1/2" Compression x 1/2" Compression Union	
1	1/2" union C x C ^{cu cu swf} _{1/4"}	
1	1/2" TYPE L copper tubing soft tubing (smallest roll of)	
1	1/2" Gal Valve part tubing ^{SCAP} ₁₂₅	
1	1" THAD PLUG BRASS	

ORDER FOR for call brush pump COST ESTIMATE \$

Water AD BLDG. ESTIMATED BY

ORDER TO & NOTIFY

ORDER INSTRUCTIONS Time & Material per letter attached

ORDER ORIGINATED BY Bill Taylor 1023 CODED BY

INSTITUTIONS AUTHORIZED BY

INITIAL ORDER O.K. NO BACK ORDER O.K. NO

APPROVED FOR PURCHASE BY [Signature] DATE 6-1-87

APPROVED FOR CLIENT BY DATE

UNIT	UNIT PRICE	TOTAL
EA	2 ²⁶	2
}	9 ⁰⁴	9
	.62	
}	2 ⁴⁷	2*
	5 ⁴⁰	5.40
}	5 ⁴⁰	5.40
	LFT	
	18 ⁰⁰	18.00
EA	3 ¹⁷	3.17
TOTAL	\$ 46.36	\$
F.O.B.		
TAX		
TERMS		
SHIP DATE		
VIA		
FROM		
QUOTE BY		
DATE		

QUOTATION ONLY
TO
B. L. TAYLOR

RECEIVED

JUN 05 1987

HELEN ROUSSELL & GMP, INC

PURCHASED BY: DATE:

ORIGINAL CONFIRMING B.O. RELEASE PAGE ____ OF ____ FILE 42310, FORM 01.23 0

June 2, 1987

HEERY

Mr. John R. Colbert
FRU-CON CONSTRUCTION CORP.
P. O. Box 23368
San Antonio, Texas 78223

RE: Dos Rios Facilities, Contract No. 4A
Cost Proposal C4APR-031

Dear Mr. Colbert:

Please find attached a letter from the Engineer in regards to additional work at The Administration Building. Please furnish a cost as soon as possible. This is urgent work and must be accomplished quickly. Work will not be done on a time and material basis, but rather on a lump sum price as discussed with Mr. Bennett Browne on June 2, 1987.

If you have any questions, please contact this office.

Sincerely,



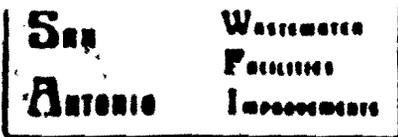
Richard L. Adams, P. E.

RLA/mar

cc: 85559a


R. A. Nicol, MPI (letter only)
A. L. Heyer, HPM w/attach.
W. R. w/attach.

Attachment



REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-031

DATE: June 2, 1987

CONTRACTOR Fru-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned.

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK: Furnish and install necessary fittings along with owner furnish pump and pressure regulating valve. This work is to be done in Room 159, AA Equipment Room of the Administration Building. All work to be performed according to Contract Specifications and Sketch No. SK-C/S-22.

Construction Manager

Owner

85559a
9-031

**MALCOLM
PIRNIE**

**MALCOLM PIRNIE, INC.
ENVIRONMENTAL ENGINEERS, SCIENTISTS & PLANNERS**

June 1, 1987

Heery Program Management, Inc.
P.O. Box 23425
San Antonio, Texas 78223

Attn: Mr. Dick Adams

Re: Temporary Cold Water Booster Pump
Installation, Admin. Bldg.

Dear Mr. Adams:

Due to the continuing low pressures on the CWB Water System, the City of San Antonio has requested a temporary booster pump installation at Room 159, the AA equipment room, of the Administration Bldg. This will enable the vendor of the ICP 6500 AA Spectrometer to run a test on the installed equipment. A pump and pressure regulating valve is being supplied.

Please request that Fru-Con provide the necessary fittings and install the pump per attached sketch SK-C/S-22 on a time and materials basis. This work must be done as soon as possible. A copy of reference drawing A-27 from Contract 1 project drawings is also attached.

Please call if there are any questions in this regards.

Very truly yours,

MALCOLM PIRNIE, INC.

O. J. Valdez
O.J. Valdez
Enclosure

cc: J.D. Steckbeck
J.C. Brown II
R.F. Bonner, Jr.
R.A. Nicol
File

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JUN 01 1987
HEERY PROGRAM MGMT. INC.

ELEVATION

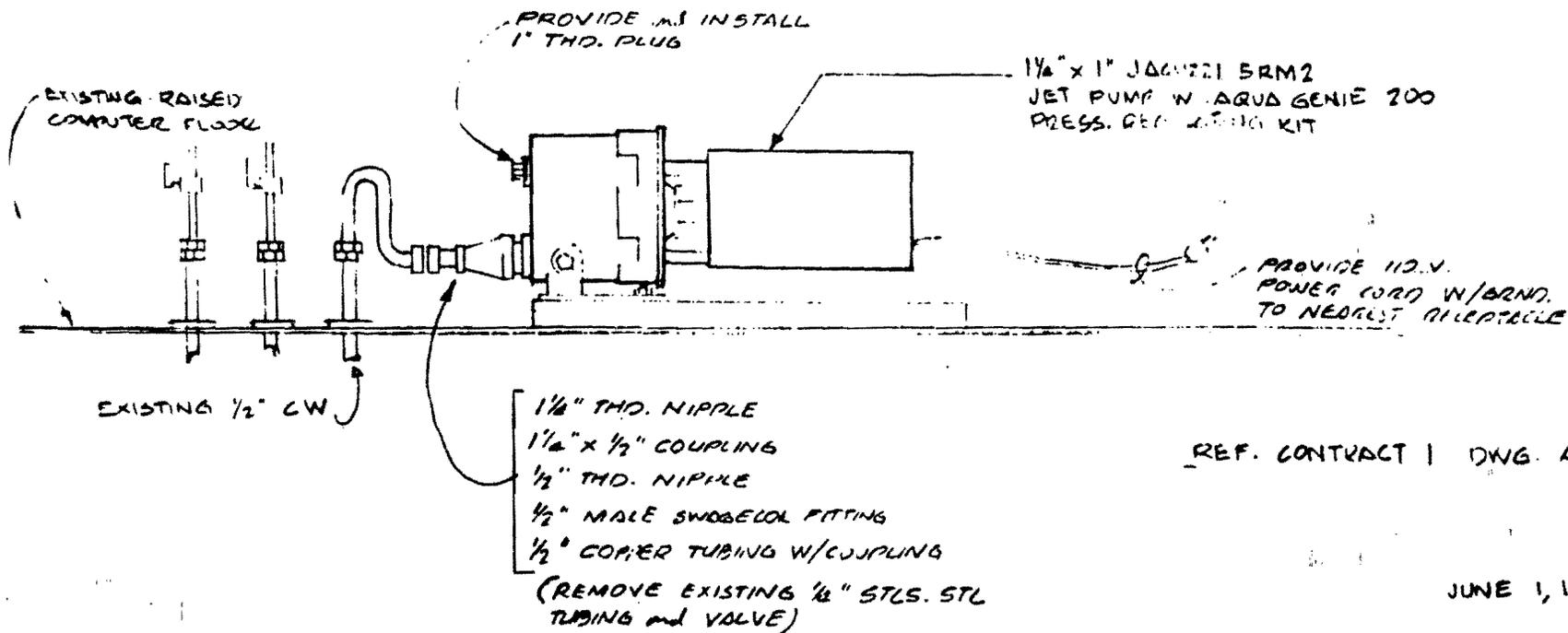
NTS

INSTALL AQUA GENIE 200 REGULATING
VALVE W/TANK ON DISCHARGE
SIDE OF PUMP
PROVIDE 1" X 1/2" SWAGelok FITTING
W/CUT-OFF VALVE BEYOND AQUA-GENIE

RECEIVED

JUN 01 1987

HEERY PROGRAM MGMT. INC.



REF. CONTRACT 1 DWG. A-27

JUNE 1, 1987

MALCOLM
PIRNIE

S.A. DOS RIOS CONTRACT 4-A
CW BOOSTER PUMP INSTALLATION (TEMPORARY)
ROOM 159, AA EQPMT. ADMIN. BLDG.

MALCOLM PIRNIE, INC.

SK-C/9-22

EXHIBIT "C"

EXHIBIT "C" TO CHANGE ORDER NO. 5

Dos Rios Facility; Contract No. 4A

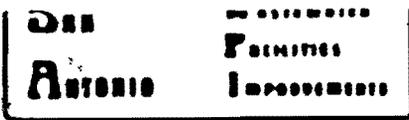
Project No. 26-010049

CHANGE ORDER PROPOSAL NO. 033

Westinghouse training at the Dos Rios site instead of their home office.

JUSTIFICATION: The Specification required Westinghouse's training to be accomplished at their home office. During the Contract No. 2 training, it was discovered that the training should be accomplished on the Dos Rios site. Westinghouse's representatives met with representatives of the City of San Antonio, Heery Program Management, and Malcolm Pirnie, Inc. to outline the course to be presented at the Dos Rios site. This course, as presented, was approved by the City of San Antonio and the ENGINEER.

NEGOTIATED COST: \$34,000.00



CHANGE ORDER PROPOSAL C4A-033

Date August 11, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No.

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

Subcontractor Quote\$ 32,381.13
Fru-Con 5%\$ 1,619.05
TOTAL.....\$ 34,000.18

RECEIVED
AUG 11 1987
HEERY PROGRAM MGMT. INC.

JUSTIFICATION:

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

Total Cost of Extra Work Covered by Above: \$ 34,000.00
Previously Approved Extra Work: \$ -
Original Contract Amount: \$
TOTAL: \$

* See Letter No. 399-275

By: [Signature]
Title: Engineering Manager
Contractor: Fru-Con Construction Corporation



Constructors, Inc.

INSTRUMENTATION & ELECTRICAL CONTRACTORS

MMR-F221

August 08, 1987

RECEIVED
FRU-CON CONST. AUG 10 1987

Mr. Bennett Browne
Fru-Con Construction Corporation
P.O. Box 23368
San Antonio, Texas 78223

Ref: City of San Antonio
Dos Rios: Contract 2
M.M.R. Constructors Project #7547

Subject: M.M.R. Constructors Request for Change
No. 022 Fru-Con #C2PR-135 & #C4A-033

Gentleman:

Please find the attached breakdown for Change No.
022. Your prompt response is appreciated.

M.M.R. Constructors reserves the right to request an
extension of time and/or equitable adjustment for any
indirect costs that are a direct result of this change.

Sincerely,

M.M.R. Constructors
P. O. Box 14367
San Antonio, Tx. 78214

John E. Ford II
Project Superintendent

JEF/jf

cc: S. Kimbrough
R. Boutte
P. Thomas
File 106.1
File No.2-022

RECEIVED

AUG 11 1987

HELKY PROGRAM MGMT. INC.

August 6, 1987

Mr. John R. Colbert
VOSS INTERNATIONAL CORP.
P. O. Box 23368
San Antonio, Texas 78223

HEERY

RE: Dos Rios Facilities, Contract No. 2 and 4A
DCS Site Training

Dear Mr. Colbert:

This letter will authorize you to proceed with the on site DCS Training as outlined in the attached training plan.

The agreed price for both C2PR-135 and C4APR-033 is \$34,000.00. A Change Order will be prepared as soon as you submit a break-down of this price as discussed in the afternoon meeting held on Wednesday, August 5, 1987.

If you have any questions, please contact this office.

Sincerely,



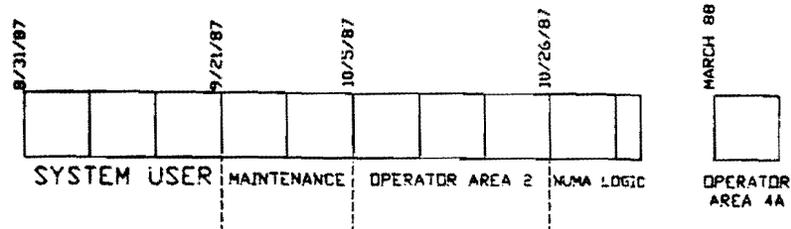
Richard L. Adams, P. E.

RLA/mar

cc: 84534a, C2PR-135
85559a, C4APR-033
R. M. Pascucci, MPI w/attach.
Al Heyer, HPM w/attach.
W. R. w/attach.

Attachment

DDS RIOS DCS TRAINING



**TRAINING PROGRAMS
ON SITE**

- A) SYSTEM USER- 8 PEOPLE 3 WEEKS
- B) MAINTENANCE- 8 PEOPLE 2 WEEKS
- C) NUMA LOGIC- 8 PEOPLE 7 DAYS
- D) OPERATOR AREA 2- THREE ONE WEEK SESSIONS 10 PEOPLE EACH
- E) OPERATOR AREA 4A- ONE 1 WEEK SESSION 10 PEOPLE

NOTE: ITEMS A, B, C ARE FOR THE SAME PEOPLE
FACTORY

- A) CALCULATOR- 6 PEOPLE TWO WEEKS

NOTE: ATTENDANCE TO BE SCHEDULED FOR 1988 COURSES

No.	Revision	Date	By	Appd.

MMR CONSTRUCTORS BATON ROUGE, LOUISIANA	
DDS RIOS FACILITY PROPOSED TRAINING SCHEDULE	
Scale	Draw No. 1 Rev.

June 12, 1987

HEERY

Mr. John R. Colbert
FRU-CON CONSTRUCTION CORP.
P. O. Box 23368
San Antonio, Texas 78223

RE: Dos Rios Facilities, Contract No. 4A
Revision of Training - Specification
#13620 Change Order Request C4APR-033

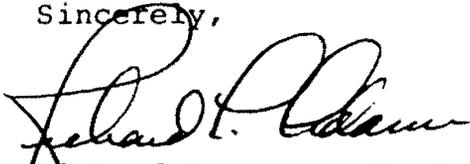
Dear Mr. Colbert:

Please find attached a letter from the Engineer along with a Change Order Proposal Request for revision of training under Specification #13620.

Please furnish your proposal as soon as possible completely broken out according to specifications.

If you have any questions, please contact this office.

Sincerely,



Richard L. Adams, P. E.

RLA/mar

cc: 85559a letter only
#85559q-033 w/attach.
R. A. Nicol, MPI w/attach.
Al Heyer, HPM w/attach.
W. R. w/attach.

Attachment

REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-033

DATE: June 12, 1987

CONTRACTOR Em-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities - Contract No. 4A
PROJECT NO. 26-010049
CHANGE ORDER NO. To be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK: Revise the training required under Specification #13620, of The Contract Specifications as follows:

Specified Training

A. Off-site Maintenance	2 Weeks	4 People
Off-site Operators	1 Week	6 People
B. On-site Maintenance	8 Weeks	4 People
On-site Operators	2 Weeks	4 Groups of 10

Revised Training

A. Off-site WDPF Calculator	2 Weeks	6 People
B. On-site System User	2 Weeks	8 People
On-site Numalogic*	7 Working Days	8 People
On-site Operators	1 Week	8 People
On-site Standard Operator's Course**	1 Week	16 People

* Programming and maintenance.
 ** 2½ day each for 8 people.



 Construction Manager

 Owner

02-16
9-033

MALCOLM PIRNIE

MALCOLM PIRNIE, INC.
ENVIRONMENTAL ENGINEERS, SCIENTISTS & PLANNERS

June 10, 1987

Heery Program Management, Inc.
P.O. Box 23425
San Antonio, Texas 78223

Attn: R.L. Adams

Re: Dos Rios
Specification Section 13620
Training

Dear Mr. Adams:

Specification Section 3.1.F, Paragraphs 2 and 3 provide for on-site and off-site training. During the course of the training provided under Contract 2, we have discovered the offsite training to be, for the most part, not specific to the Dos Rios installation. As a result we wish to pursue a change order to revise the training as follows:

Specified Training

A. Off-site Maintenance	2 Weeks	4 People
" Operators	1 Week	6 People
B. On-site Maintenance	8 Weeks	4 People
" Operators	2 Weeks	4 Groups of 10

Revised Training

A. Off-site WDPF Calculator	2 Weeks	6 People
B. On-site System User	2 Weeks	8 People
" Numalogic*	7 Working Days	8 People
" Operators	1 Week	8 People
" Standard Operator's Course**	1 Week	16 People

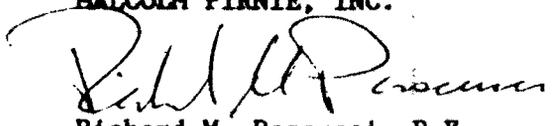
* Programming and maintenance.

** 2 1/2 day each for 8 people.

If you have any questions in this regard, please contact us.

Very truly yours,

MALCOLM PIRNIE, INC.


Richard M. Pascucci, P.E.
Senior Manager

RMP:lgg

cc: R.F. Bonner, Jr.; J.C. Brown II
R.A. Nicol; MPI-SAO

RECEIVED

JUN 11 1987

HEERY PROGRAM MGMT. INC.

EXHIBIT "D"

EXHIBIT "D" TO CHANGE ORDER NO. 5

Dos Rios Facility; Contract No. 4A

Project No. 26-010049

CHANGE ORDER PROPOSAL NO. 036

Add safety cage for the O&M Building.

JUSTIFICATION: For safety purposes, a safety cage was required to be installed on the existing roof access ladder in Room No. 193 of the O&M Building.

NEGOTIATED CREDIT: \$2,280.00

ENGINEER'S ESTIMATE

C4APR-036

MATERIAL

Vendor quote	\$ 989.00
Miscellaneous material	<u>25.00</u>
TOTAL MATERIAL	\$1,014.00

LABOR

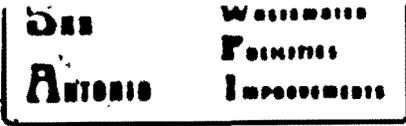
Craftsman = 20 man hours @ \$17.00/hr.	\$340.00
Foreman = 4 man hours @ \$18.00/hr.	<u>72.00</u>
TOTAL LABOR	\$412.00

\$1,014.00
<u>412.00</u>
\$1,426.00

Paint Subcontractor	\$500.00
Prime Contractor's Profit & Overhead @ 5%	<u>25.00</u>
SUBTOTAL	\$525.00

SUMMARY

Subtotal prime contractor	\$1,426.00
Fringes @ 31%	127.72
Profit & Overhead @ 15%	233.06
Painting subcontractor	<u>525.00</u>
GRAND TOTAL	\$2,311.78



CHANGE ORDER PROPOSAL C4A-036

Date August 6, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No.

Dear Sir :

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work :

Table with 2 columns: Item Description and Amount. Includes rows for ATTACHED QUOTE, MATERIAL, LABOR (20 MH, 4 Forman, Fringes), Subtotal, FCC 15%, TOTAL, SUBCONTRACT PAINT, Fru-Con Construction 5%, Subtotal, Quote Total, and TOTAL.

RECEIVED

AUG 7 1987

JUSTIFICATION: M.P.I. Request

HELRT PROGRAM MGMT. INC.

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

Total Cost of Extra Work Covered by Above: \$ 2,280.00
Previously Approved Extra Work:
Original Contract Amount:
TOTAL:

* See Letter No. 399-272

By: [Signature]
Title: Engineering Manager
Contractor: Fru-Con Construction Corporation

SUPERIOR IRONWORKS INC.
FABRICATORS OF STRUCTURAL & MISCELLANEOUS STEEL

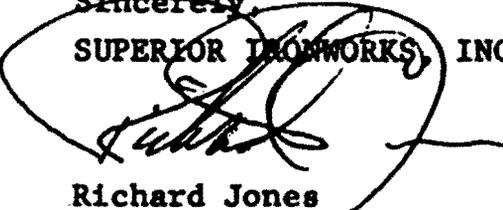
TO: Fru-Con Construction Corp.
P.O. Box 23368
San Antonio, Texas 78223

DATE: 7/24/87
SIW #5261
Ref: Dos Rios - Contract 4A
Fru-Con Project # 405399
C.O. Proposal # CA4PR-036

Attn: Saeed Azadani

We propose to fabricate and paint with Tnemec #66-1211 (2 coats)
one safety cage as shown on SK-A-30 for the total price of \$989.00,
F.O.B. our plant. Freight to be added at our cost.

Sincerely,
SUPERIOR IRONWORKS, INC.


Richard Jones

RECEIVED
AUG 7 1987
HELLY PROGRAM MGMT. INC.

PROPOSAL

855599-036

FROM:

Atlanta
Office: (404) 799-0384

Tampa
(813) 884-5296

LLAMAS PAINTING CO.
2210 Maner Rd. S.E.
Smyrna, Ga. 30080
Industrial & Commercial
Sandblasting & High Pressure Waterblasting

TO:

FRU-CON CONSTRUCTION CORPORATION

P.O. BOX 23368

SAN ANTONIO, TEXAS 78223

ATTEN: MR. BENNETT BROWNE

PROPOSAL NO. TXL - 275 - MS - 10

DATE SEPTEMBER 14, 1987

PROJECT DOS RIOS W.W.T.P.

LOCATION SAN ANTONIO, TEXAS

CONSTRUCTION TO BEGIN AS REQUESTED

COMPLETION DATE

GENTLEMEN:

The undersigned proposes to furnish all materials and necessary equipment and perform all labor necessary to complete the following work:

TO PREPARE PRIME AND PAINT LADDER - C4APR-036

All of the above work to be completed in a substantial and workmanlike manner

for the sum of FIVE-HUNDRED DOLLARS AND no/100 dollars (\$ 500.00)

to be paid for at actual cost of Labor, Materials and Equipment plus _____ percent (_____ %)

Payments to be made as follows: LUMP SUM

The entire amount of the contract to be paid within _____ after completion.
Any alteration or deviation from the plans and specifications will be executed only upon written orders for same and will be added to or deducted from the sum quoted in this contract. All additional agreements must be in writing.

The Contractor agrees to carry Workmen's compensation and Public Liability insurance and to pay all taxes on material and labor furnished under this contract as required by Federal laws and the laws of the State in which this work is performed.

Respectfully submitted,

Contractor LAMAS CONSTRUCTORS, INC.

By [Signature]

ACCEPTANCE

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

Date _____ 19 _____

SAN
ANTONIO

WATER
FACILITIES
IMPROVEMENTS

REQUEST FOR CHANGE ORDER PROPOSAL C4APR-036

DATE: June 22, 1987

CONTRACTOR Fru-Con Construction Corp.

P. O. Box 23368

San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Secondary Facilities Contract No. 4A

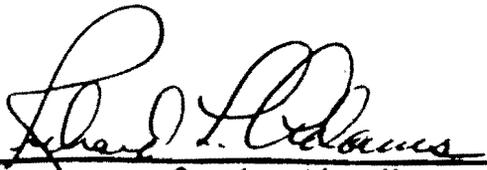
PROJECT NO. 26-010049

CHANGE ORDER NO. to be assigned

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK: Fabricate and install a safety cage on the roof access ladder located in the O & M Building, Spare Parts Inventory Room No. 193.

Safety Cage to be fabricated in accordance with Malcolm Pirnie, Inc. letter dated June 18, 1987, Subject "Safety Cage Installation and Sketch SK-A-30, both of which are attach.


Construction Manager

Owner

**MALCOLM
PIRNIE**

MALCOLM PIRNIE, INC.
ENVIRONMENTAL ENGINEERS, SCIENTISTS & PLANNERS

June 18, 1987

Heery Program Management, Inc.
P.O. Box 23425
San Antonio, Texas 78223

Attn: Mr. Richard Adams

Re: Dos Rios WWTF
Contract No. 4A
Safety Cage Installation

RECEIVED

JUN 19 1987

HEERY PROGRAM MGMT. INC.

Dear Mr. Adams:

We request that a change order proposal be issued to Fru-Con Construction Company to fabricate and install a safety cage on the roof access ladder located in the Operation and Maintenance Building, Spare Parts Inventory Room 193. The safety cage is to be installed to the existing concrete masonry wall and ladder as detailed below and shown on the attached sketch SK-A-30.

The ladder safety cage shall conform to the following specification:

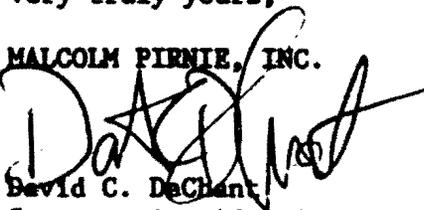
Ladder Safety Cage:

1. Fabricate ladder safety cage from flat bars, assembled by welding or riveting. Provide 1/2-inch by 3-inch top, bottom and intermediate hoops spaced as shown; and 3/8-inch by 2-inch vertical bars, secured to each hoop. Space vertical bars approximately 9 inches on centers. Fasten assembled safety cage to ladder rails and adjacent construction in conformance with manufacturer's requirements and as shown. Grind all welds, sharp edges and projections smooth.
2. Comply with the requirements of ANSI A14.3.
3. Use mild steel conforming to ASTM A 42.
4. Prime and paint in accordance with Section 09900. Finish to match existing ladder.

If you have any questions in regards to the above, please contact us.

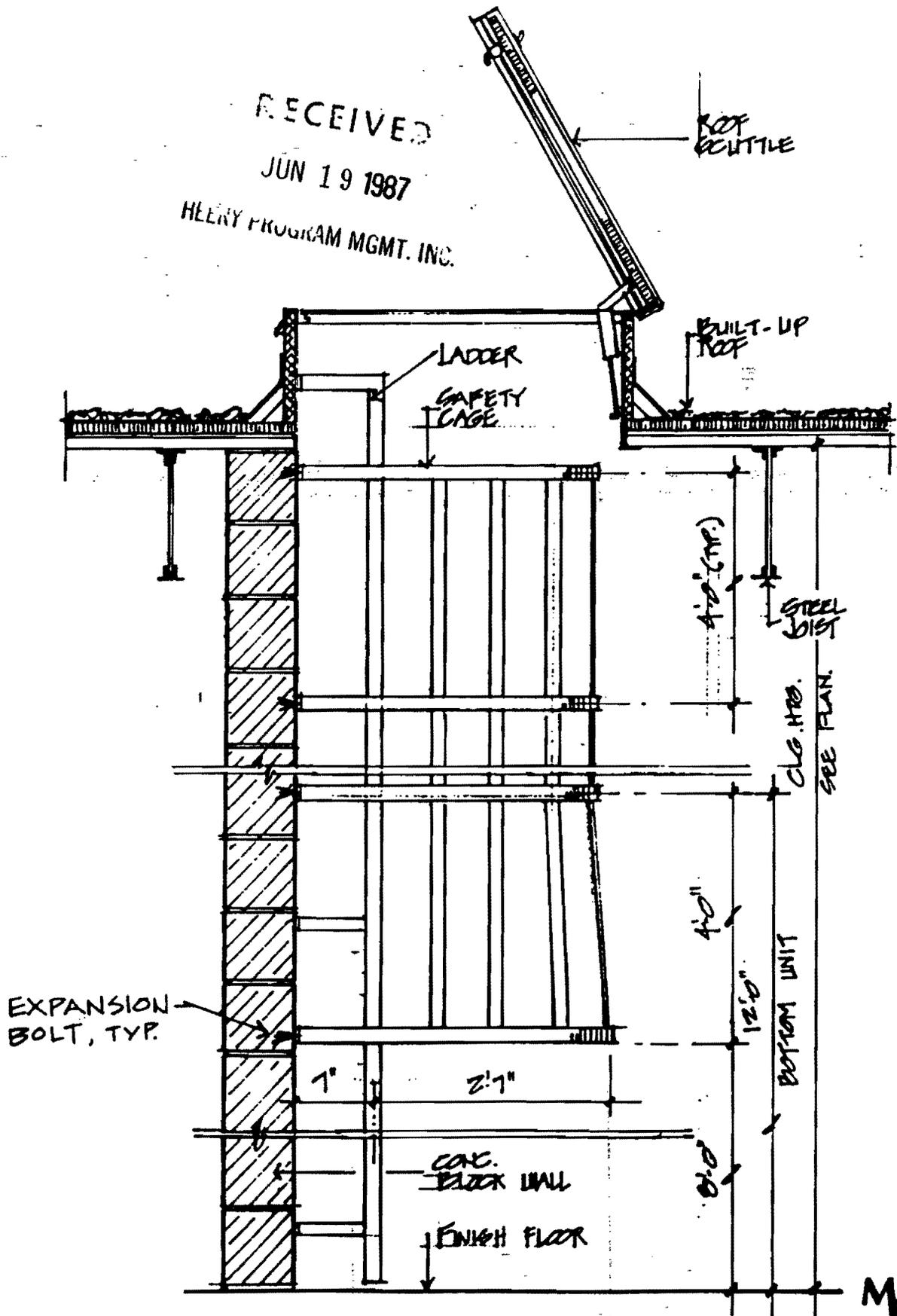
Very truly yours,

MALCOLM PIRNIE, INC.


David C. DeChant
Construction Administrator

cc: R.A. Nicol
J.C. Brown II
File

RECEIVED
 JUN 19 1987
 HEERY PROGRAM MGMT. INC.



**MALCOLM
 PIRNIE**

6/17/87

SK-A-30

CAGE DET. no scale

**SPACE PARTS INVENTORY RM.-193 @
 OPERATIONS & MAINTENANCE BLDG.**

**AHL/TORRES
 INTERNATIONAL**
 Architecture, Planning

CONTRACT NO. 41 DOS BIOS FACILITY

**MALCOLM
PIRNIE**

MALCOLM PIRNIE, INC.
ENVIRONMENTAL ENGINEERS, SCIENTISTS & PLANNERS

June 18, 1987

Heery Program Management, Inc.
P.O. Box 23425
San Antonio, Texas 78223

Attn: Mr. Richard Adams

Re: Dos Rios WWTF
Contract No. 4A
Safety Cage Installation

RECEIVED

JUN 19 1987

HEERY PROGRAM MGMT. INC.

Dear Mr. Adams:

We request that a change order proposal be issued to Fru-Con Construction Company to fabricate and install a safety cage on the roof access ladder located in the Operation and Maintenance Building, Spare Parts Inventory Room 193. The safety cage is to be installed to the existing concrete masonry wall and ladder as detailed below and shown on the attached sketch SK-A-30.

The ladder safety cage shall conform to the following specification:

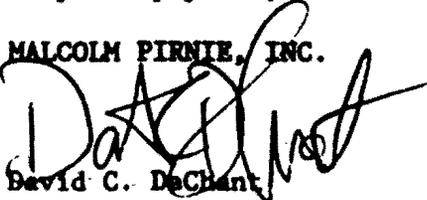
Ladder Safety Cage:

1. Fabricate ladder safety cage from flat bars, assembled by welding or riveting. Provide 1/2-inch by 3-inch top, bottom and intermediate hoops spaced as shown; and 3/8-inch by 2-inch vertical bars, secured to each hoop. Space vertical bars approximately 9 inches on centers. Fasten assembled safety cage to ladder rails and adjacent construction in conformance with manufacturer's requirements and as shown. Grind all welds, sharp edges and projections smooth.
2. Comply with the requirements of ANSI A14.3.
3. Use mild steel conforming to ASTM A 42.
4. Prime and paint in accordance with Section 09900. Finish to match existing ladder.

If you have any questions in regards to the above, please contact us.

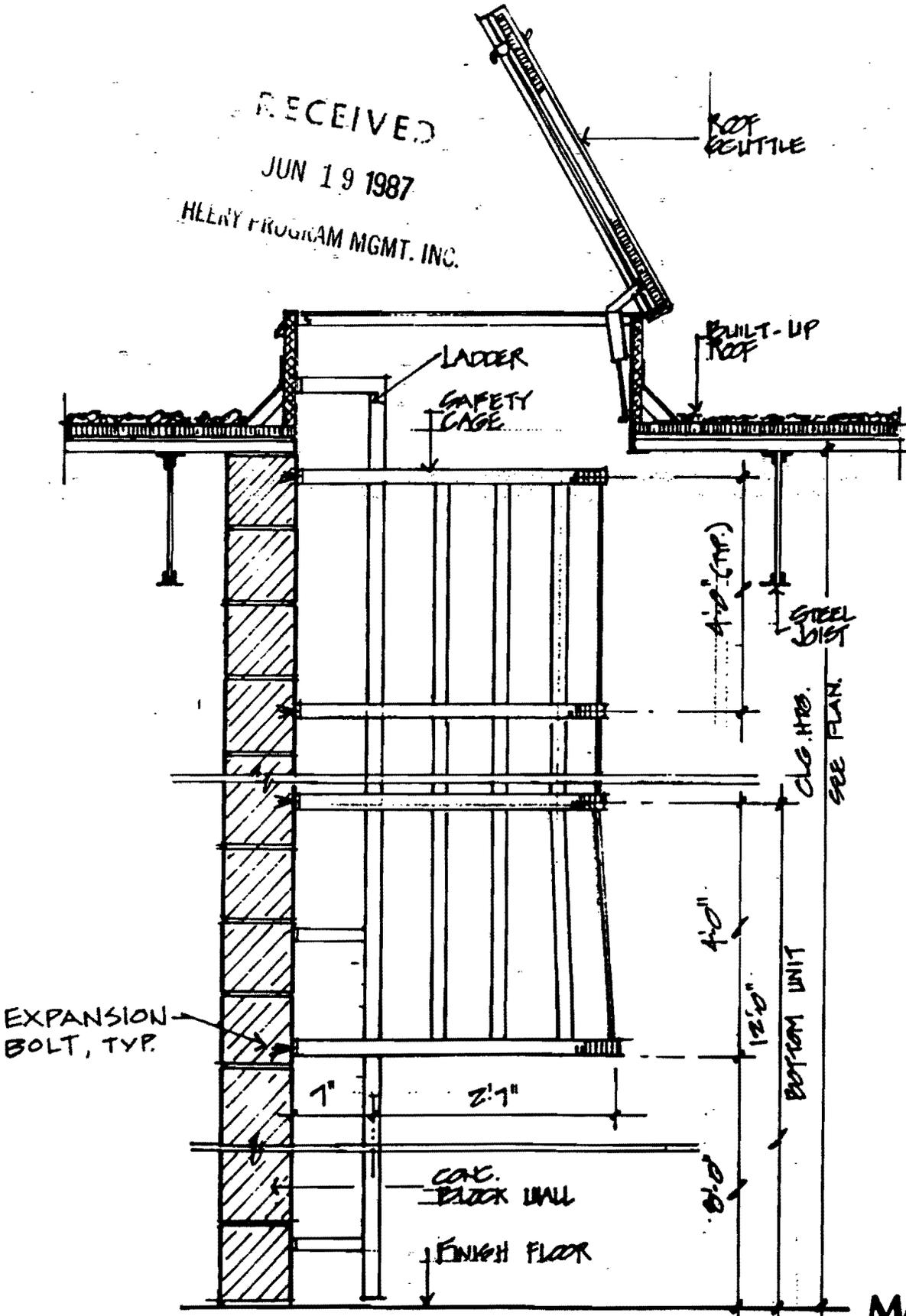
Very truly yours,

MALCOLM PIRNIE, INC.


David C. DeChant
Construction Administrator

cc: R.A. Nicol
J.C. Brown II
File

RECEIVED
JUN 19 1987
HEERY PROGRAM MGMT. INC.



SK-A-30

CAGE DET. no scale

MALCOLM
PIRNIE
6/17/87

SPACE PARTS INVENTORY RM.-193 @
OPERATIONS & MAINTENANCE BLDG.

AHL/TORRES
INTERNATIONAL
Architecture, Planning

CONTRACT NO. 11-100-1000 FACILITY

EXHIBIT "E"

EXHIBIT "E" TO CHANGE ORDER NO. 5

Dos Rios Facility; Contract No. 4A

Project No. 26-010049

CHANGE ORDER PROPOSAL NO. 037

Increase fume hood face velocities.

JUSTIFICATION: Changes requested by the City of San Antonio to increase fume hood face velocities from 90 FPM to 150 FPM. Urgent request by the City of San Antonio to be done on a time and material basis.

NEGOTIATED COST: \$10,623.00



Letter No. 399-299

Fru-Con Construction Corporation
P.O. Box 23368 San Antonio, Texas 78223
512/627-9291

9-037

November 6, 1987

Heery Program Management, Inc.
P.O. Box 23425
San Antonio, Texas 78223

Attn: Richard Adams

Ref: City of San Antonio
Dos Rios - Contract 4A
Fru-Con Project No. 405399

Subject: Chnage Order Proposal No. C4APR-037

Gentlemen:

Attached is the original Change Order Proposal No. C4APR-037.

This proposal is based solely on the usual elements such as labor, material and normal markups, and does not include any amount for changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, acceleration and/or impact cost, and the right is expressly reserved to make claim for any and all of these and related items of cost prior to any final settlement of this contract.

Sincerely,

FRU-CON CONSTRUCTION CORPORATION

A handwritten signature in cursive script that reads "G. Bennett Browne".

G. Bennett Browne
Engineering Manager

GBB:ec

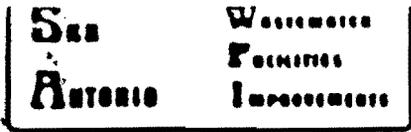
Attachment

cc: C4A-037

RECEIVED

NOV 08 1987

HEERY PROGRAM MGMT. INC.



CHANGE ORDER PROPOSAL No. C4APR-037

Date November 6, 1987

Director of Public Works
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Subject: Project Name Dos Rios Waste Water Treatment Facility
Project No. 26-010049, Contract 4A
Change Order No. _____

Dear Sir:

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work:

Attached Subcontract\$ 10,127.08
Fru-Con 5%\$ 506.35
TOTAL.....\$ 10,623.43

RECEIVED

NOV 09 1987

HEERY PROGRAM MGMT. INC.

JUSTIFICATION: Heery Program Management, Inc. Request

The Contract completion time will be (increased)(decreased) _____* _____ calendar days

Total Cost of Extra Work Covered by Above: \$ 10,623.00

Previously Approved Extra Work: \$ _____

Original Contract Amount: \$ _____

TOTAL: \$ _____

* See Letter No. 399-299

By: *J. Bennett Brown*
Title: Engineering Manager
Contractor: Fru-Con Construction Corporation



Constructors, Inc.

INSTRUMENTATION & ELECTRICAL CONTRACTORS

MMR-4A119

November 6, 1987

RECEIVED
FRU-CON CONS: NOV 06 1987

Mr. Bennett Browne
Fru-Con Construction Corporation
P.O. Box 23368
San Antonio, Texas 78223

Ref: City of San Antonio
Dos Rios: Contract 4A
M.M.R. Constructors Project #7991

Subject: M.M.R. Constructors Request for Change
No. 4-17 Fru-Con #C4APR-037

Gentleman:

Please find the attached backup and payment request for C4APR-037 that was completed on a time and material basis per your request.

M.M.R. Constructors reserves the right to request an extension of time and/or equitable adjustment for any indirect costs that are a direct result of this change.

Sincerely,

M.M.R. Constructors
P. O. Box 14367
San Antonio, Tx. 78214

John E. Ford II
Project Superintendent

JEF/jf

cc: S. Kimbrough
R. Boutte
P. Thomas
File 106.1
File No. 4-17

RECEIVED
NOV 09 1987
HEERY PROGRAM MGMT. INC.

MMR-4A119

November 6, 1987

RECEIVED
FRU-CON CONST. NOV 06 1987

CHANGE ORDER REQUEST BREAKDOWN

M.M.R. Constructors Change No. 4-17
Fru-Con Change #C4APR-037

Direct Charges:

Material.....\$1,997.30 ✓

LABOR:

Electricians (166 hrs.).....\$3,301.74

Technician (1 hr.).....\$30.96

Foreman (40 hrs.).....\$914.00

Engineer (11 hrs.).....\$378.62

TOTAL LABOR.....\$4,625.32

Payroll Tax & Insurance.....\$1,618.86

Per diem (52 hrs.).....\$279.76

Equipment.....\$284.92

SUBTOTAL.....\$8,806.16

15% Overhead.....\$1,320.92

TOTAL THIS REQUEST.....\$10,127.08

RECEIVED

NOV 09 1987

HEERY PROGRAM MGMT. INC.

PRICING SHEET



JOB Dos Rios No 4-17
 WORK CAAPR-037

ESTIMATE NO.
 Sheet No. 1 Of Sheets 1

ESTIMATED BY	PRICED BY	EXTENDED BY	CHECKED BY	DATE
--------------	-----------	-------------	------------	------

	✓	MATERIAL	QUANTITY	LABOR UNIT	PER	LABOR EXTENSION	MATERIAL PRICE PER	MATERIAL EXTENSION
1	✓	#PQ-3 Press Sw.	1 ✓				157 ⁵² EA ✓	157 ⁵²
2		1/2 HP MTR & MISC	6 ✓				LOT	654 ⁰⁰
3		Return AIR Grill	8 ✓				26 ⁴⁰ EA ✓	212 ⁸⁰
4		LOUVER (48" x 48")	1 ✓				290 ¹⁶ EA ✓	290 ¹⁶
5		Honeywell Damper & MTR	1 ✓				500 ⁰⁸ EA ✓	500 ⁰⁸
6		Allen Bradley SS.	1 ✓				23 ⁵⁸ EA ✓	23 ⁵⁸
7		3/4" EMT	200' ✓				23 ⁷⁴ C ✓	47 ⁴⁸
8		3/4" Greenfield	25' ✓				22 ⁷⁰ C ✓	7 ¹⁸
9		3/4" Greenfield Conn	4 ✓				31 ¹⁵ C ✓	1 ²⁷
10		3/4" EMT Conn	20 ✓				21 ²⁹ C ✓	4 ²⁶
11		3/4" EMT Coup.	20 ✓				24 ⁸⁸ C ✓	4 ⁹⁸
12		3/4" EMT STRAPS	20 ✓				12 ¹³ C ✓	2 ⁴³
13		1/2" # 14 THHN	200' ✓				3 ⁰⁶ C ✓	6 ¹²
14		Relay w/enclosure	1 ✓				30 ⁰⁰ EA ✓	30 ⁰⁰
15		3" Angle	LOT ✓				LOT	16 ⁷⁸
16		6" Channel	LOT ✓				LOT	38 ⁵⁴
17								
18								
19		Total						1997 ³⁰ ✓
20								
21							RECEIVED FRU-CON CONS.	NOV 06 1987
22								
23								
24								
25		RECEIVED						
26		NOV 09 1987						
27		HEERY PROGRAM MGMT. INC.						
28								
29								
30								
31								
32								
33								

Totals This Sheet Transferred To Recap By-INITIAL →

LABOR →

MATERIAL →



October 30, 1987

M.M.R. Constructors, Inc.
3525 Valle Road
San Antonio, Texas 78221

Attention: John E. Ford II
Reference: Dos Rios Wastewater Treatment Facility
San Antonio, Texas
MMR Project No. 7991
MMR Invoice No. 5504

To invoice you for the following material:

Description of Material	Quantity	Unit Price	Amount
3/4" EMT	200 ft.	\$23.74/c ✓	\$47.48 ✓
3/4" Greenfield	25 ft.	\$22.70/c ✓	\$7.18 ✓
3/4" Greenfield Connector	4 ea.	\$31.75/c ✓	\$1.27 ✓
3/4" EMT Connector	20 ea.	\$21.29/c ✓	\$4.26 ✓
3/4" EMT Coupling	20 ea.	\$24.88/c ✓	\$4.98 ✓
3/4" EMT Straps	20 ea.	\$12.13/c ✓	\$2.43 ✓
I/C #14 THHN	200'	\$3.06/c ✓	\$6.12 ✓
Relay and Enclosure	1 ea.	\$30.00/ea.	\$30.00 ✓
Steel	Lot		\$55.52 ✓

TOTAL.....\$159.24

RECEIVED

NOV 09 1987

HEERY PROGRAM MGMT. INC.



Constructors, Inc.

PURCHASE ORDER

P.O. Number 7991-02
 NOTE: THIS NUMBER MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. MAIL INVOICES TO BOX 3784, BATON ROUGE, LA. 70821.
 Date July 1, 1987
 R.O. No. Verona By Bob
 SHIP TO: MMR Constructors
3525 Valley Rd
San Antonio, TX 78221

TO: Honeywell, Inc.
111 E. Rhapsody
San Antonio, TX 78216

ATTENTION: Steve Ritchie

IN ACCORDANCE WITH ALL ITEMS AND CONDITIONS BELOW AND ON REVERSE SIDE, PLEASE FURNISH US THE FOLLOWING:

Item	QTY ORD	Qty. Rec'd	STOCK NUMBER/DESCRIPTION	UNIT PRICE	TOTAL
1	1 ea.		Honeywell Model D441 Rev. Damper Assembly w/ motor & linkage		
			"TAX-LIEN"		
			Tokl		
			"C4APR037"		

RECEIVED

NOV 04 1987

HENRY-BROUJRAW MGMT. INC.

FOR QUESTIONS PERTAINING TO THIS ORDER, CONTACT Bob AT

Shipments must start by: 7/23/87

And be completed by: 8/3/87

MMR CONSTRUCTORS, INC.
 BY Bob
 PURCHASING AGENT



Constructors, Inc.

PURCHASE ORDER

P.O. Number **7991-02-0140**

NOTE: THIS NUMBER MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. MAIL INVOICE TO 2010R STG, BATON ROUGE, LA 70821 UNLESS NOTED OTHERWISE.

Date **July 1, 1987**

R.O. No. **11234** By **J.P. Smith**

SHIP TO **MMR Constructors, Inc.**
3525 Valley Rd.
San Antonio, TX 78221

TO: **Unisevac Specialty Co.**
P.O. Box 320161
San Antonio, Tx. 78256
ATTENTION: PAT Patterson

IN ACCORDANCE WITH ALL ITEMS AND CONDITIONS BELOW AND ON REVERSE SIDE, PLEASE FURNISH US THE FOLLOWING:

Item	QTY ORD	Qty Rec'd	STOCK NUMBER/DESCRIPTION	UNIT PRICE	TOTAL
1	1 EA.		Contractor Specialty Mail Hammer 48" x 48"	290	290
			"Tax exempt"		
			TOTAL		290
			"CHAPR-037"		

RECEIVED
 NOV 09 1987

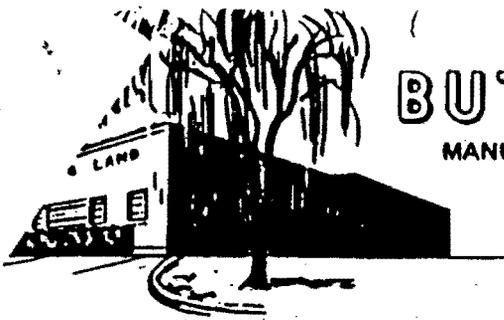
HERF PROGRAM-MGMT. INC.

FOR QUESTIONS PERTAINING TO THIS ORDER, CONTACT **R.K.** AT (512) 270-1111

Shipments must start by: **8/1/87**

And be completed by: **8/5/87**

MMR CONSTRUCTORS, INC.
 BY: **R.H. Burt**
 PURCHASING AGENT



BUTLER & LAND, Inc. INVOICE

MANUFACTURERS REPRESENTATIVES & DISTRIBUTORS

Electrical Equipment

No. 3974H

Instruments
550399

DATE 9/17/87
75355-0399

PLEASE REMIT TO: BUTLER & LAND, INC., P. O. BOX 8085, DALLAS, TEXAS 75208

MMR CONSTRUCTORS INC.
P. O. Box 14367
San Antonio, Texas 78214
Attn: Accounts Payable

S Same
H T 3525 Valley Rd.
I O San Antonio, TX 78221
P

O. No. 7991-02-0149

DATE SHIPPED
9/16/87

VIA UPS/dely.

DATE 07/01/87

PKGS.
1 ctn.

WT.
7#

SHIPPER'S NO.
65069

Q'N No.

F.O.B. POINT
Houston, TX

(H)

FREIGHT ALLOWED
No

G: P.O. #7991-02-0149

PREPAID
Yes

COLLECT

CASH
 DISCOUNT

IF PAID BY
YOU MAY DEDUCT

TERMS: NET
30 DAYS

NOTE—NO CASH DISCOUNT ALLOWED ON
REPAIR OR TRANSPORTATION CHARGES.

MERCID:	DESCRIPTION	Quantity Ordered	Quantity Shipped	Net EACH	TOTAL LIST	Disc. or Mult.	TOTAL NET
	#PQ-3, Rg. 4 pressure switch.	1	1	\$155.00			\$155.00
					+UPS/trs.dely.		\$ 2.52
						TOTAL	\$157.52
	(COMPLETE).						

RECEIVED

NOV 09 1987

HEERY PROGRAM MGMT. INC.

INVOICE

PAYABLE AT BUTLER & LAND, INC. OFFICES IN DALLAS, DALLAS COUNTY, TEXAS

PLEASE PAY FROM THIS INVOICE

NO STATEMENT WILL BE SENT UNLESS REQUESTED

Invoice does not include any sales or user taxes (unless specifically listed) and if any are applicable, these taxes shall be added to the invoice. By acceptance hereon, the purchaser agrees that payment shall be made at Dallas, Texas.

I hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. The prices charged on this invoice do not exceed the applicable ceiling price established pursuant to the defense production act of 1950.

Ince Distributing, Inc.

2233 N.W. LOOP 410 • SAN ANTONIO, TEXAS 78230-5376 • (512) 341-7161

HEATING • AIR CONDITIONING • EQUIPMENT • SUPPLIES

NO. 10619

DATE

8/12/87

T
SP

S
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L
D
T
O

MMR CONSTRUCTORS
P.O. Box 3784
BATON ROUGE LA
70821

S
H
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P
T
O

SHIP DATE 8/12/87	TERMS <input type="checkbox"/> 2%-10th <input type="checkbox"/> Net <input type="checkbox"/> 60 Day-TA	SHIPPED VIA <input type="checkbox"/> Pickup <input type="checkbox"/> Campbell-Ince <input type="checkbox"/> Other	FREIGHT <input type="checkbox"/> PP <input type="checkbox"/> Collect	CUST. ORDER NO.	ACTION <input type="checkbox"/> Order <input type="checkbox"/> Credit <input type="checkbox"/> Correction
----------------------	---	--	--	-----------------	--

CODE	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
8	8	CR500U GRILLE HART & COOLEY SPECIAL ORDER	2660	21280

QUOTE 0469 DOS RIOS

"TAX EXEMPT"

PAID
CK # 271

RECEIVED

NOV 09 1987

ORIGINATED BY	PICKED UP BY	REMARKS	HEERY PROGRAM MGMT, INC
			FREIGHT INSURANCE MISC.

(X) DENOTES BACK ORDER SHIPMENT WILL BE MADE AS SOON AS POSSIBLE

(S) SPECIAL ORDER ITEM BEING PROCESSED DELIVERY UPON RECEIPT FROM

(O) NO LONGER AVAILABLE FROM STOCK--ITEM ORDER CANCELLED



Constructors, Inc.

WORK ORDER

EWONO. C4APR-037

PROJECT Des Rios Contract #4A

PROJECT NO. 7991

DATE 8-10-87

DESCRIPTION OF WORK: HVAC Modifications

FOR Fru-Con

ORDER NO.

AUTHORIZED BY B. Browne

EMPLOYEE	Classif-ication	LABOR						MATERIAL				EQUIPMENT			
		Straight Time			Overtime			Quantity	Description	Unit	Amount	Description	Hours	Rate	Amount
		Hours	Rate	Amount	Hours	Rate	Amount								
P. Thomas	F2	2	22 ⁸⁵	45 ⁷⁰								Pick-Up Truck			
M. Thomas	D1	8	19 ⁸⁹	159 ³⁵								Welding Mach.			
												Thread Mach.			
												Cutting Rig			
SUBTOTALS				204 ⁸²											
SUB TOTAL						204 ⁸²		SUB TOTAL							
TAX AND INSURANCE						71 ⁶⁹		TAX				SUB TOTAL			
FRINGE BENEFITS								SUB TOTAL				FEE			
TRAVEL PAY						10 ⁷⁶		FEE				TOTAL EQUIPMENT			
SUB TOTAL						287 ³⁷		TOTAL MATERIAL				TOTAL MATERIAL			
FEE						43 ⁰⁹		TOTAL LABOR				TOTAL LABOR			
TOTAL LABOR						330 ³⁶		TOTAL				TOTAL			

RECEIVED
NOV 10 1987
HEERY PROGRAM MGMT. INC.

IN LIEU OF SIGNATURE, PLEASE ADVISE IMMEDIATELY IF ANY OF THE ABOVE DOES NOT AGREE WITH YOUR RECORDS.

APPROVED BY B. Browne COMPANY FC

SPECTRUM PRESS, INC.



Constructors, Inc.

WORK ORDER

EWO NO. C4APR-037

PROJECT Des Rios Contract #44 PROJECT NO. 7991 DATE 8-11-87

DESCRIPTION OF WORK: HVAC Modifications

FOR FRI-CON ORDER NO. _____ AUTHORIZED BY B. Browne

EMPLOYEE	Classification	LABOR						MATERIAL				EQUIPMENT				
		Straight Time			Overtime			Quantity	Description	Unit	Amount	Description	Hours	Rate	Amount	
		Hours	Rate	Amount	Hours	Rate	Amount									
P. Thomas	FZ	5	22.85	114.32								Pick-Up Truck				
M. Thomas	D1	8	19.87	159.12								Welding Mach.				
J. Lopez	D1	8	19.87	159.12								Thread Mach.				
R. Robles	D1	8	19.87	159.12								Cutting Rig				
D. Munoz	D1	8	19.87	159.12												
SUBTOTALS																
SUB TOTAL				750.73												
TAX AND INSURANCE				262.76												
FRINGE BENEFITS																
TRAVEL PAY				26.90												
SUB TOTAL				1040.39												
FEE				156.06												
TOTAL LABOR				1196.45												
SUB TOTAL																
TAX																
SUB TOTAL																
FEE																
TOTAL MATERIAL																
TOTAL LABOR																
TOTAL EQUIPMENT																
TOTAL MATERIAL																
TOTAL LABOR																
TOTAL																

RECEIVED
NOV 10 1987
HEERY PROGRAM MGMT. INC.

IN LIEU OF SIGNATURE, PLEASE ADVISE IMMEDIATELY IF ANY OF THE ABOVE DOES NOT AGREE WITH YOUR RECORDS.

APPROVED BY B. Browne COMPANY FCC

SPECTRUM PRESS, INC.



Constructors, Inc.

WORK ORDER

EWONO. C4APR-037

PROJECT Dos Rios Contract #44
DESCRIPTION OF WORK: HVAC Modifications

PROJECT NO. 7991 DATE 8-13-87

FOR FBU - CON

ORDER NO. _____

AUTHORIZED BY B. Browne

EMPLOYEE	Classif-ication	LABOR						MATERIAL				EQUIPMENT				
		Straight Time			Overtime			Quantity	Description	Unit	Amount	Description	Hours	Rate	Amount	
		Hours	Rate	Amount	Hours	Rate	Amount									
R. Baulte	F1	3	34.42	103.26								Pick-Up Truck				
P. Thomas	F2	3	22.82	68.46								Welding Mach.				
M. Thomas	D1	4	19.81	79.24								Thread Mach.				
J. Lopez	D1	4	19.81	79.24								Cutting Rig				
SUBTOTALS																
SUB TOTAL		303.93						SUB TOTAL								
TAX AND INSURANCE		115.83						TAX				SUB TOTAL				
FRINGE BENEFITS								SUB TOTAL								
TRAVEL PAY		32.28						SUB TOTAL				FEE				
SUB TOTAL		452.04						FEE				TOTAL EQUIPMENT				
FEE		67.81						TOTAL MATERIAL				TOTAL MATERIAL				
TOTAL LABOR		519.85										TOTAL LABOR				
IN LIEU OF SIGNATURE, PLEASE ADVISE IMMEDIATELY IF ANY OF THE ABOVE DOES NOT AGREE WITH YOUR RECORDS.												TOTAL				

RECEIVED

NOV 10 1987

HENRY PROGRAM MGMT. INC.

APPROVED BY [Signature] COMPANY FEC



Constructors, Inc.

WORK ORDER

EWONO. C4APR-037

PROJECT Dos Rios Contract #4A

PROJECT NO. 7991

DATE 9-25-87

DESCRIPTION OF WORK: HVAC Modifications

FOR FRU-CON

ORDER NO.

AUTHORIZED BY B. BROWN

EMPLOYEE	Classif-ication	LABOR						MATERIAL				EQUIPMENT				
		Straight Time			Overtime			Quantity	Description	Unit	Amount	Description	Hours	Rate	Amount	
		Hours	Rate	Amount	Hours	Rate	Amount									
P. Thomas	F2	5	22.85	114.25								Pick-Up Truck	4		20.40	
M. Thomas	D1	8	19.89	159.12								Welding Mach.				
D. Munoz	D1	8	19.89	159.12								Thread Mach.				
R. Bobles	D1	8	19.89	159.12								Cutting Rig				
												Bender	8		18.00	
												1/2" Drill	8		4.00	
RECEIVED																
NOV 10 1987																
HEERY PROGRAM MGMT. INC.																
SUBTOTALS																
SUB TOTAL				591.61												
TAX AND INSURANCE				207.05												
FRINGE BENEFITS																
TRAVEL PAY				26.90												
SUB TOTAL				825.57												
FEE				123.84												
TOTAL LABOR				949.41												
IN LIEU OF SIGNATURE, PLEASE ADVISE IMMEDIATELY IF ANY OF THE ABOVE DOES NOT AGREE WITH YOUR RECORDS.												SUB TOTAL				50.20
												TAX				
												SUB TOTAL				76.00
												FEE				
												TOTAL EQUIPMENT				58.62
												TOTAL MATERIAL				
												TOTAL LABOR				949.41
												TOTAL				1008.00

APPROVED BY B. Brown COMPANY FCC

SPECTRUM PRESS, INC.



Constructors, Inc.

WORK ORDER

EWONO. C4APR-037

PROJECT Des Rios CONTRACT #44 PROJECT NO. 7991 DATE 9-28-87

DESCRIPTION OF WORK: H. V. A. C. Modifications

FOR FRU-CON ORDER NO. _____ AUTHORIZED BY B. BROWNE

EMPLOYEE	Classif-ication	LABOR						MATERIAL				EQUIPMENT			
		Straight Time			Overtime			Quantity	Description	Unit	Amount	Description	Hours	Rate	Amount
		Hours	Rate	Amount	Hours	Rate	Amount								
P. Thomas	F2	5	22.85									Pick-Up Truck	4		281.80
R. Robles	D1	8	19.89									Welding Mach.	8		37.00
M. Thomas	D1	8	19.89									Thread Mach.			
D. Munoz	D1	8	19.89									Cutting Rig			5
												Drill	8		4.50
SUBTOTALS															

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 WELRY PROGRAM MGMT. INC.

SUB TOTAL	591.61	SUB TOTAL	
TAX AND INSURANCE	207.96	TAX	
FRINGE BENEFITS		SUB TOTAL	69.98
TRAVEL PAY	26.90	FEE	10.49
SUB TOTAL	825.57	TOTAL EQUIPMENT	80.47
FEE	123.84	TOTAL MATERIAL	
TOTAL LABOR	949.41	TOTAL LABOR	949.41
		TOTAL	1029.58

IN LIEU OF SIGNATURE. PLEASE ADVISE IMMEDIATELY IF ANY OF THE ABOVE DOES NOT AGREE WITH YOUR RECORDS.

APPROVED BY [Signature] COMPANY FLC



Constructors, Inc.

WORK ORDER

EWONO. C4APR-037

PROJECT Dos Rios Contract #4A

PROJECT NO. 7991

DATE 9-29-87

DESCRIPTION OF WORK: H. V. A. C. Modification

FOR FRU-CON

ORDER NO.

AUTHORIZED BY R. BROWNE

EMPLOYEE	Classif-ication	LABOR						MATERIAL				EQUIPMENT			
		Straight Time			Overtime			Quantity	Description	Unit	Amount	Description	Hours	Rate	Amount
		Hours	Rate	Amount	Hours	Rate	Amount								
P. Thomas	F2	5	22 ⁸⁵									Pick-Up Truck	4		28 ⁴⁸
D. Munoz	D1	8	19 ⁸⁷									Welding Mach.	8		37 ⁰⁰
R. Robles	D1	8	19 ⁸⁷									Thread Mach.			
M Thomas	D1	8	19 ⁸⁷									Cutting Rig			
												DRILL	8		4 ⁵⁰
SUBTOTALS															
SUB TOTAL							591 ⁶¹								
TAX AND INSURANCE							207 ⁰⁶								
FRINGE BENEFITS															
TRAVEL PAY							26 ⁹⁰								
SUB TOTAL							825 ⁵⁷								
FEE							123 ⁸⁴								
TOTAL LABOR							949 ⁴¹								
SUB TOTAL															
TAX															
SUB TOTAL															69 ²⁸
FRINGE BENEFITS															
TRAVEL PAY															
SUB TOTAL															10 ⁴⁹
FEE															
TOTAL LABOR															80 ⁴⁷
SUB TOTAL															
TAX															
SUB TOTAL															
FRINGE BENEFITS															
TRAVEL PAY															
SUB TOTAL															949 ⁴¹
FEE															
TOTAL LABOR															
SUB TOTAL															1029 ⁸⁸

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HEERY PROGRAM MGMT. INC.

IN LIEU OF SIGNATURE, PLEASE ADVISE IMMEDIATELY IF ANY OF THE ABOVE DOES NOT AGREE WITH YOUR RECORDS.

APPROVED BY J. Browne COMPANY FCC



Constructors, Inc.

WORK ORDER

EWONO. C4APR-037

PROJECT Dos Rios Contract #4A

PROJECT NO. 7991

DATE 10-5-87

DESCRIPTION OF WORK: H.V.A.C. Modification

FOR FRU-CON

ORDER NO. _____

AUTHORIZED BY B. Browne

EMPLOYEE	Classification	LABOR						MATERIAL				EQUIPMENT			
		Straight Time			Overtime			Quantity	Description	Unit	Amount	Description	Hours	Rate	Amount
		Hours	Rate	Amount	Hours	Rate	Amount								
P. Thomas	FZ	4	22.85	91.40								Pick-Up Truck			
M. Thomas	D1	5	19.89	99.45								Welding Mach.			
D. Munoz	D1	5	19.89	99.45								Thread Mach.			
												Cutting Rig			
												DRILL			4.50
RECEIVED															
NOV 10 1987															
HEERY PROGRAM MGMT. INC.															
SUBTOTALS															
SUB TOTAL				290.30											
TAX AND INSURANCE				101.61											
FRINGE BENEFITS															
TRAVEL PAY				21.53											
SUB TOTAL				413.45											
FEE				62.01											
TOTAL LABOR				475.44											
SUB TOTAL															4.50
TAX															
SUB TOTAL															67
FEE															
TOTAL MATERIAL															5.17
TOTAL LABOR															475.44
TOTAL															480.61

IN LIEU OF SIGNATURE, PLEASE ADVISE IMMEDIATELY IF ANY OF THE ABOVE DOES NOT AGREE WITH YOUR RECORDS.

APPROVED BY [Signature] COMPANY FRU



Constructors, Inc.

WORK ORDER

EWONO. C. APR-037

PROJECT Des Rios Contract #4A PROJECT NO. 7991 DATE 10-19-87

DESCRIPTION OF WORK: H.V.A.C. Modifications

FOR Fru Cow ORDER NO. _____ AUTHORIZED BY B. BROWNE

EMPLOYEE	Classification	LABOR						MATERIAL				EQUIPMENT			
		Straight Time			Overtime			Quantity	Description	Unit	Amount	Description	Hours	Rate	Amount
		Hours	Rate	Amount	Hours	Rate	Amount								
P. Thomas	FZ	3	22.85	68.55								Pick-Up Truck	2		14.24
R. Robles	DI	4	19.81	79.24								Welding Mach.			
D. Munoz	DI	2	19.81	39.78								Thread Mach.			
												Cutting Rig			
SUBTOTALS															
SUB TOTAL				187.89											
TAX AND INSURANCE				65.76											
FRINGE BENEFITS															
TRAVEL PAY				16.14											
SUB TOTAL				269.79											
FEE				40.47											
TOTAL LABOR				310.26											
SUB TOTAL															14.24
TAX															
SUB TOTAL															2.13
FEE															
TOTAL MATERIAL															16.37
TOTAL LABOR															310.26
TOTAL															326.63

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HEERY PROGRAM MGMT. INC.

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APPROVED BY [Signature] COMPANY FLC

SPECTRUM PRESS, INC.



Constructors, Inc.

WORK ORDER

EWONO. C4APR-037

PROJECT Dos Rios CONTRACT #4A

PROJECT NO. 7991

DATE 10-27-87

DESCRIPTION OF WORK: H.V. A.C. Modifications

FOR FRC-CON

ORDER NO. _____

AUTHORIZED BY B. BROWNE

EMPLOYEE	Classif-ication	LABOR			Overtime			MATERIAL				EQUIPMENT			
		Hours	Rate	Amount	Hours	Rate	Amount	Quantity	Description	Unit	Amount	Description	Hours	Rate	Amount
P. Thomas	F2	3	22 ⁸⁵	68 ⁵⁵								Pick-Up Truck	4		28 ⁴⁰
R. Baute	D3	1	30 ⁹⁶	30 ⁹⁶								Welding Mach.			
R. Robles	D1	4	19 ⁸⁹	79 ⁵⁶								Thread Mach.			
D. Munoz	D1	2	19 ⁸⁹	39 ⁷⁸								Cutting Rig			
SUBTOTALS															
SUB TOTAL							218 ⁸⁵								
TAX AND INSURANCE							76 ⁵⁰								
FRINGE BENEFITS															
TRAVEL PAY							21 ⁵³								
SUB TOTAL							316 ⁹⁷								
FEE							47 ⁵⁵								
TOTAL LABOR							364 ⁵²								
RECEIVED															
NOV 10 1987															
HEERY PROGRAM MGMT. INC.															
SUB TOTAL															
TAX AND INSURANCE															
FRINGE BENEFITS															
TRAVEL PAY															
SUB TOTAL															
FEE															
TOTAL LABOR															
SUB TOTAL															
TAX															
SUB TOTAL														28 ⁴⁰	
FEE														43 ⁷¹	
TOTAL EQUIPMENT														32 ⁷⁵	
TOTAL MATERIAL															
TOTAL LABOR														364 ⁵²	
TOTAL														397 ²⁷	

IN LIEU OF SIGNATURE, PLEASE ADVISE IMMEDIATELY IF ANY OF THE ABOVE DOES NOT AGREE WITH YOUR RECORDS.

APPROVED BY [Signature] COMPANY FRC

June 26, 1987

HEERY

Mr. John R. Colbert
FRU-CON CONSTRUCTION CORP.
P. O. Box 23368
San Antonio, Texas 78223

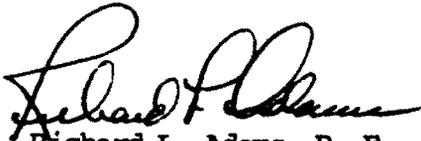
RE: Dos Rios Facilities, Contract No. 4A
Change Order Proposal C4APR-037; Fume
Hood Modifications @ Administration
Building

Dear Mr. Colbert:

Reference is made to the verbal conversation between Mr. B. Browne and the undersign held this date. You are hereby authorized to proceed with the material procurement and installation of same as outlined in Malcolm Pirnie, Inc. letter dated June 24, 1987. This change request will be on a time and material basis. Please follow the attached letter for material ordering and installation. All material is to be procured from the vendor indicated.

If you have any questions, please contact this office.

Sincerely,



Richard L. Adams, P. E.

RLA/mar

cc: 85559a
[Redacted]

Al Heyer, HPM w/attach.
R. A. Nicol, MPI w/attach.
W. R. w/attach.

Attachment

June 24, 1987

Heery Program Management, Inc
P.O. Box 23425
San Antonio, Texas 78223

RECEIVED

JUN 25 1987

Attn: Mr. Dick Adams

Re: Fume Hood Modifications @
Administration Bldg. C4A

HEERY PROGRAM MGMT. INC.

Dear Mr. Adams:

Please issue a Request For Change Order Proposal to Fru-Con under Contract 4A to accomplish the following modifications to the six Fume Hoods installed in the laboratory area of the Administration Building:

I. Exhaust Fan Motor Changes

- A. At the following roof mounted Exhaust Fans, remove the existing 120 VAC, 1 ϕ , 1/4 HP Motors and furnish and install new 120 VAC, 1 ϕ , 1/2 HP Motors as listed by Loren Cook, Inc. for their Belt Drive Centrifugal Roof Ventilator Model ACRU-B 120. These new motors should fit within the existing ventilator housing per information provided by Loren Cook, Inc.

<u>Exhaust Fan</u>	<u>Room No.</u>
EF-3	162
EF-4	162
EF-5	158
EF-6	148
EF-7	148
EF-8	147

- B. Existing wire and conduit shall remain as is.
- C. Change overcurrent protection at motor starting switch (HOA) mounted on each hood to provide for 1/2 HP motors.
- D. Remove the existing belts and fan sheaves and provide and install new belts and fan sheaves as listed by Loren Cook to operate fan at 1615 RPM.

II. Install New Outside Air Intake Louver

- A. Provide and install new 48" X 48" outside air intake louver with insect screen and with motorized damper controlled by pressure switch with HOA control. This air intake shall be located in the west entryway corridor leading to Door No. 62 at the west end of the Administration Building, between the two existing light fixtures as shown on Sketch SK-H-31 attached.

**MALCOLM
PIRNIE**

-2-

The louver shall be a C/S extruded aluminum Air Conditioning Louver Model No. 0291 as manufactured by Construction Specialties, Inc., of Cranford, N.J. (See Att. "A").

- B. Damper shall be Honeywell Model No. D641 with all necessary linkages as manufactured by Honeywell, Inc.
- C. Damper Motor shall be Honeywell Model No. M445A1000 115 VAC, 1 Ø, as manufactured by Honeywell, Inc. Provide wire and conduit and connect to Panel IA, No. 30C located in Utility Room 152.
- D. Pressure switch shall be Dwyer Instruments Mercoild Model No. PQ-3X-4 with a range from 0 to 0.1 inch WC vacuum, ultra sensitive type, large diaphragm magnetic mercury switch, UL listed, as manufactured by Dwyer Instruments, Inc. (See Att. "B").
- E. Provide and install Motorized Damper control switch with HOA positions in Room 161 as shown on Sketch SK-H-31. Provide and install conduit and wiring to connect switch.

III. Remove two 24" X 24" acoustical ceiling tiles from the ceiling in each room for each Fume Hood and replace with 24" X 24" CR500U return air grilles as manufactured by Hart & Cooley of Holland, Michigan (See Attachment "C").

These changes, requested by CSA staff to increase Fume Hood face velocities from 90 FPM to 150 FPM, should be implemented by the fastest means available, possibly on an agreed-to time and materials basis.

Also attached is copy of Contract 1 Project Drawing Sheet A-2 for reference. Please call if there are any questions in this regard.

Very truly yours,

MALCOLM PIRNIE, INC.


O.J. Valdez

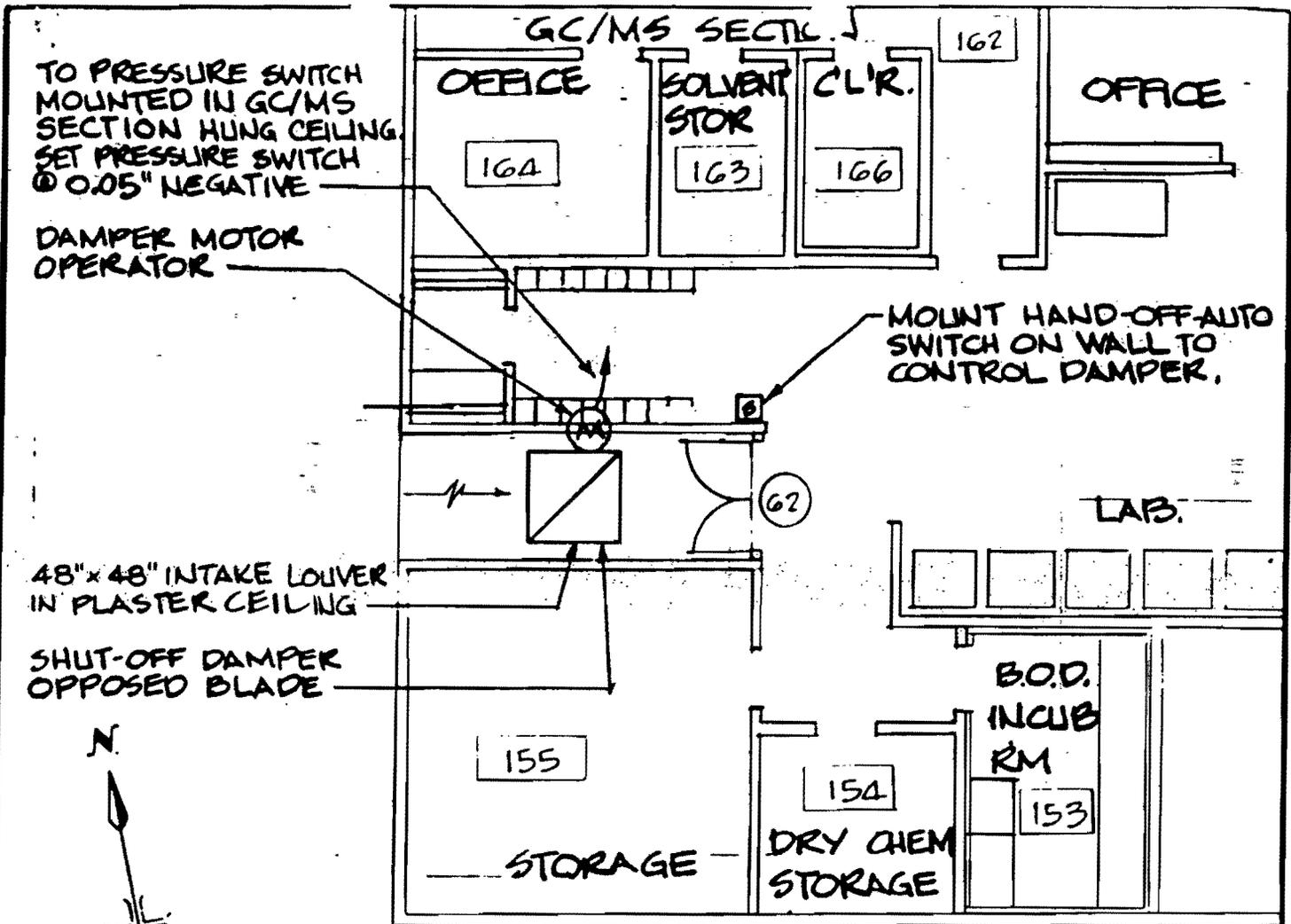
OJV:lgg
Enclosures

cc: J.D. Steckbeck
R.F. Bonner, Jr.
J.C. Brown II
L.R. Vazquez
R.A. Nicol
E.D. Alcaraz

RECEIVED

JUN 25 1987

HEERY PROJECT MANAGEMENT, INC.



ADMINISTRATION BUILDING
PARTIAL FLOOR PLAN
SCALE: 1/8" = 1'-0"

NOTES:

1. IN "HAND" POSITION DAMPER SHALL OPEN
2. IN "OFF" POSITION DAMPER SHALL CLOSE
3. IN "AUTO" POSITION DAMPER SHALL OPEN ON A DROP IN PRESSURE BELOW SETPOINT, DAMPER SHALL CLOSE UPON A RISE IN PRESSURE ABOVE SETPOINT.
4. FILTERS SHALL BE 1" THICK THROWAWAY TYPE.

RECEIVED

JUN 25 1987

HEERY CONSULTING ENGINEERS, INC.

REF. PROJECT DWGS. CONTRACT 1

A-2
H-2

6/24/87

**MALCOLM
DIDNIE**

CONTRACT 4A

NEW AIR INTAKE LOUVER AT

MALCOLM PERNE, INC.

SV-41-21

WITH INSECT
SCREEN

C/S THIN LINE LOUVERS

Design C/S Thin Line Standard and Storm Louvers are designed for use with curtain walls, interior and exterior partitions, window walls and other standard building components. C/S Thin Line Louvers range in sizes from 1" to 2" (25.4mm to 50.8mm) (see selection chart below), and are designed to fit low height openings or other areas where 4" (101.6mm) deep louvers are not practical. See performance data on pages 30 and 31.

Suggested Specifications: Furnish and install where indicated on the drawings C/S extruded aluminum Thin Line Louver Model (select from chart below) as manufactured by Construction Specialties, Inc., Cranford, New Jersey; San Marcos, California; Toronto, Canada. Frame and blades to be 6063-T52 alloy, minimum .051" (1.3mm) thick. 064" (1.63mm) for storm models. All fastenings to be stainless steel or aluminum. All frames to be mitered at corners and reinforced with corner brackets.

Sizes Available

MODEL	DEPTH	FRAME STYLE	MODEL	DEPTH	FRAME STYLE
0321	1" (25.4mm)	L	0251	1" (25.4mm)	L
0322	1" (25.4mm)	A	0252	1" (25.4mm)	A
1321	1 1/2" (34.9mm)	L	1251	1 1/2" (34.9mm)	L
1322	1 1/2" (34.9mm)	A	1252	1 1/2" (34.9mm)	A
2321	2" (50.8mm)	L	2251	2" (50.8mm)	L
2322	2" (50.8mm)	A	2252	2" (50.8mm)	A

C/S DOOR LOUVERS

- 1 1/2" (34.9mm)—MODEL NL-138 STANDARD BLADE
- 1 1/2" (34.9mm)—MODEL DL-138 SIGHTPROOF BLADE
- 1 1/2" (34.9mm)—MODEL OL-138 STANDARD OPERATING BLADE
- 1 1/2" (34.9mm)—MODEL FL-138 OPERATING FUSIBLE LINK BLADE
- 1 1/2" (34.9mm)—MODEL PL-138 LIGHTPROOF BLADE

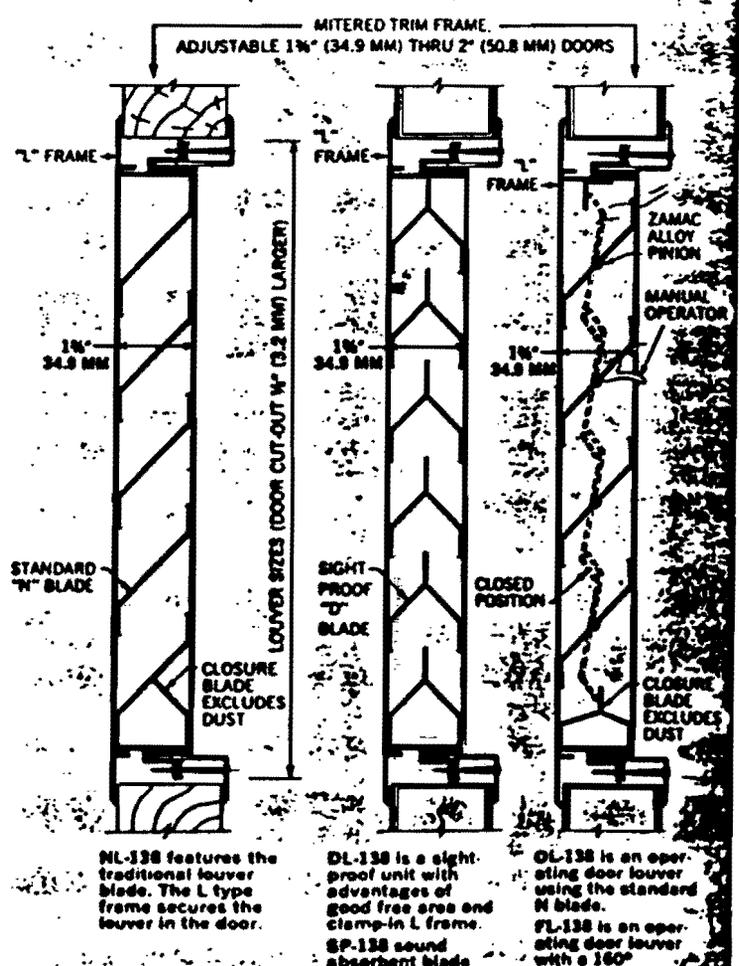
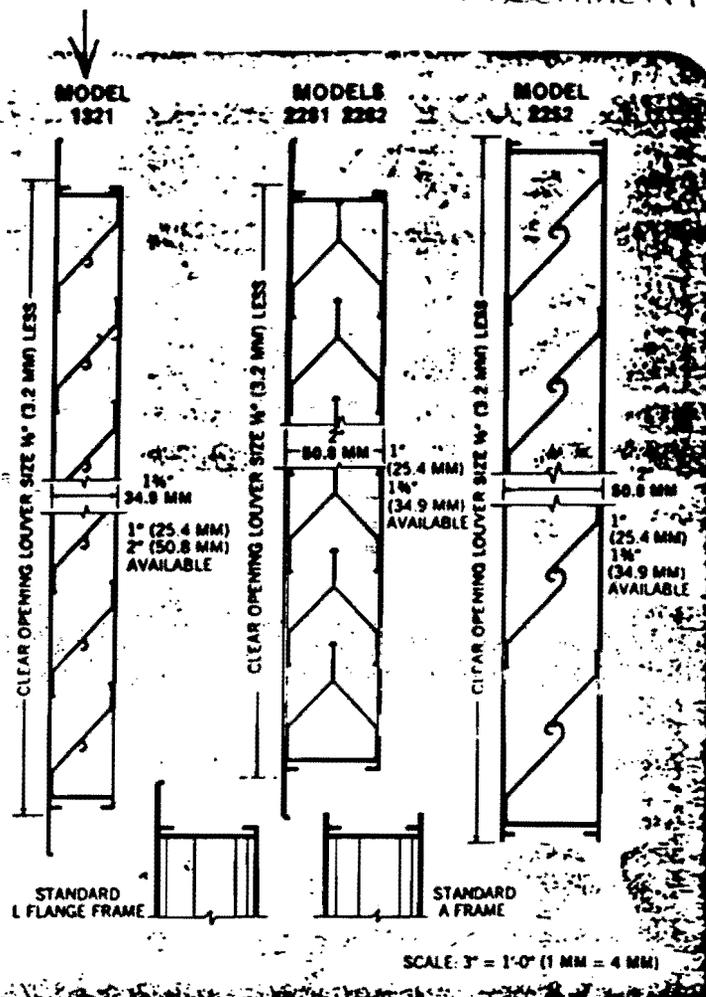
Design C/S Door Louvers are precision products with features only available in extruded aluminum... Neat mitered corners, rigid frames, ease of installation and a wide range of finishes (refer to page 39). C/S Door Louvers may be used with any standard wood, hollow metal or plastic laminated door.

Suggested Specifications: Furnish C/S extruded aluminum Door Louvers (select model numbers from details or the stock size selection chart) as manufactured by Construction Specialties, Inc., Cranford, New Jersey; San Marcos, California; Toronto, Canada. All blades, frames, and trim members to be 6063-T52 alloy, minimum 16 B & S gauge. All fastenings to be stainless steel or aluminum. A separate adjustable trim member shall be supplied to securely and neatly clamp louver in opening. Interior trim frame to be secured by counter-sunk Jackson head screws. All frames and trim members to be mitered at corners and rigidly secured by corner brackets. Complete assembly to have a natural aluminum finish. (Specify alternate finish when desired).

Stock Size Selection Chart

MODEL NUMBER	FOR USE WITH STANDARD DOOR WIDTHS	LOUVER DIMENSIONS INCHES (MILLIMETERS)			FREE AREA SQ INCHES (SQ MILLIMETERS)
		WIDTH	HEIGHT	DEPTH	
DL-138-2	1'10" or 2'0"	14 (355.6)	10 (254.0)	1 1/2	56 (361 x 10 ³)
NL-138-2	(56m or 61m)	14 (355.6)	9 (228.6)	(34.9)	64 (413 x 10 ³)
DL-138-5		18 (457.2)	10 (254.0)	1 1/2	73 (471 x 10 ³)
NL-138-5		18 (457.2)	10 1/2 (269.9)	1 1/2	98 (632 x 10 ³)
DL-138-6	2'4" or 2'6"	18 (457.2)	12 1/2 (320.7)	1 1/2	88 (568 x 10 ³)
NL-138-6	(71m or 76m)	18 (457.2)	14 (355.6)	(34.9)	126 (813 x 10 ³)
DL-138-7		18 (457.2)	18 (457.2)	1 1/2	136 (877 x 10 ³)
NL-138-7		18 (457.2)	17 1/2 (447.7)	1 1/2	162 (1045 x 10 ³)
DL-138-8	2'6" or 2'8"	20 (508.0)	14 (355.6)	1 1/2	126 (813 x 10 ³)
NL-138-8	(76m or 81m)	20 (508.0)	12 1/2 (314.3)	(34.9)	171 (781 x 10 ³)
DL-138-15		24 (609.6)	12 1/2 (320.7)	1 1/2	131 (845 x 10 ³)
NL-138-15	2'10" or 3'0"	24 (609.6)	12 1/2 (314.3)	1 1/2	150 (968 x 10 ³)
DL-138-16	(86m or 91m)	24 (609.6)	16 1/2 (425.5)	(34.9)	171 (1103 x 10 ³)
NL-138-16		24 (609.6)	16 (406.4)	1 1/2	197 (1271 x 10 ³)

DL - D BLADE/L FRAME NL - N BLADE/L FRAME



NL-138 features the traditional louver blade. The L type frame secures the louver in the door.

DL-138 is a sightproof unit with advantages of good free area and clamp-in L frame. SP-138 sound absorbent blade.

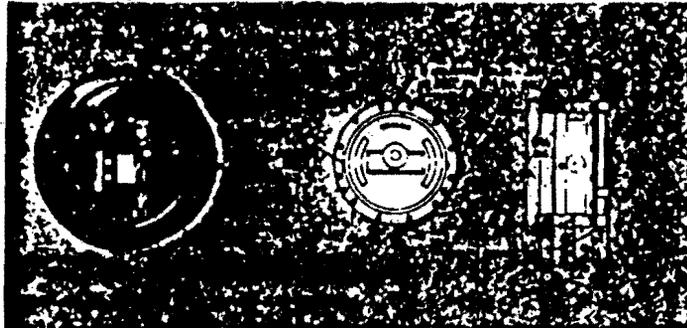
OL-138 is an operating door louver using the standard N blade. FL-138 is an operating door louver with a 160° fusible link.



Subsidiary of
Dwyer Instruments, Inc.

SERIES PQ Ultra Sensitive Pressure Switches

Large diaphragm, magnetic mercury switch, U.L. and C.S.A. listed



PHYSICAL DATA

Temperature Limits: -10 to 180° F.
 Pressure Connections: 1/4" N.P.T. Female.
 Electrical Rating: 0.3A @ 115 VAC, 0.15A @ 230VAC, 0.9A @ 24VAC, 0.15A @ 115VDC, 0.07A @ 230VDC.
 Conduit Opening: 1/2"
 Wiring Connections: Two screw type common and normally open.
 Contacts close on increase of pressure (or decrease of vacuum).
 Set Point Adjustment: Internal screw.
 Housing: Painted steel.
 Diaphragm: Nylon reinforced Buna N.
 Calibration Spring: Plated steel.
 Weight: 4 1/2 Lbs.
 Installation: Must be Vertical

An ultra sensitive pressure switch, Model PQ is designed for use on air or non-corrosive gas applications. Large diaphragm operates special magnetic mercury switch. Operating point is adjustable over entire range. Unit is also available in weather-proof or explosion-proof housing.

Suggested Specification:

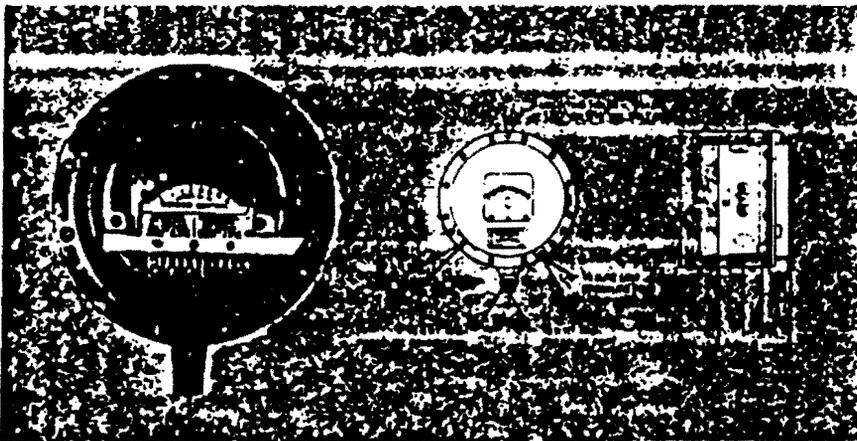
Pressure switch shall be Mercoid Model PQ- () operated with Nylon reinforced Buna N diaphragm. Units shall have fixed deadband. Diaphragm pressure element shall operate a magnetic mercury switch. Contacts shall be hermetically sealed and mercury wetted.

Model No.	Operating Range	Maximum Fixed Dead Band	Maximum Surge Pressure
PQ-3-X1	0-0.1 w.c.	0.01" w.c.	10.0" w.c.
PQ-3-X2	0-1.0 w.c.	0.02" w.c.	10.0" w.c.
PQ-3-X3	0-10.0 w.c.	0.02" w.c.	10.0" w.c.
PQ-3-X4	0-0.1 w.c. (vac)	0.01" w.c.	10.0" w.c.
PQ-3-X5	0-1.0 w.c. (vac)	0.01-0.02" w.c.	10.0" w.c.
PQ-3-X6	0-0.5 w.c. (vac)	0.01-0.02" w.c.	10.0" w.c.

SERIES PG

Differential Pressure Switches

External adjustment, visible dial, U.L. and C.S.A. listed, F.M. approved.



PHYSICAL DATA

Max. Pressure HP Connection: 20 psig
 Max. Pressure LP Connection 30" water range: 2 psig
 Max. Pressure LP Connection 5 psid range: 10 psig
 Temperature Limits: 0-180° F.
 Pressure Connections: High Pressure (Back)
 Low Pressure (Front)

Electrical Rating: See Chart Below.
 Conduit Opening: 1/2" conduit.
 Wiring Connections: SPDT switches have 3 terminals: common, normally open and normally closed. SPST switches have 2 terminals: common and normally open (closes on increase).
 Switch Type: Mercury.
 Set Point Adjustment: Screw type, external visible.
 Housing: Heavy gauge steel.
 Diaphragm: Fairprene
 Calibration Spring: Plated steel.
 Weight: 7 lbs. Installation: Vertical

Model No.	Adj. Oper. Range	Maximum Deadband	Switch Type (D)	Electrical Rating Either AC or DC	Housing NEMA
PG-163-1	0-30" water	0.2 psid	SPDT	4A @ 120V, 2A @ 240V	
PG-163-2	0-5 psid	0.4 psid	SPDT	4A @ 120V, 2A @ 240V	
PG-3-1	0-30" water	0.2 psid	SPST	6A @ 120V, 3A @ 240V	
PG-3-2	0-5 psid	0.2 psid	SPST	6A @ 120V, 3A @ 240V	
PGW-163-1	0-30" water	0.2 psid	SPDT	4A @ 120V, 2A @ 240V	
PGW-163-2	0-5 psid	0.4 psid	SPDT	4A @ 120V, 2A @ 240V	
PGW-3-1	0-30" water	0.2 psid	SPST	6A @ 120V, 3A @ 240V	
PGW-3-2	0-5 psid	0.2 psid	SPST	6A @ 120V, 3A @ 240V	

Ⓢ SPDT switches have 3 terminals: common, normally open and normally closed
 Ⓢ SPST switches have 2 terminals: common and normally open (closes on pressure increase)

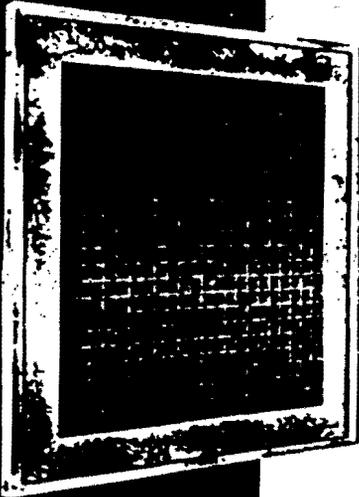
Large diaphragm sensitivity and time proven dependable design are combined in model PG differential pressure switches. Visible dial reduces "start up" time and helps prevent calibration errors. External adjustment allows set point change without removal of cover. Unit is listed by U.L., FM. and CSA.

Suggested Specification:

Differential pressure switches shall be Mercoid Model PG- () diaphragm operated with 6" diaphragm to actuate a hermetically sealed contact mercury switch. Unit shall have visible set point dial and shall be adjustable without removing cover.



TRANSFER GRILLES & REGISTERS GRID CORE SERIES



SERIES CR 500

24" x 24"

Series CR grilles and registers have grid cores capable of transferring or returning high air volumes at minimum pressure requirement. They match in appearance grid louvers on luminaires and fit both lay-on tee bar openings in suspended grid ceilings and overlap openings in solid ceilings and walls.

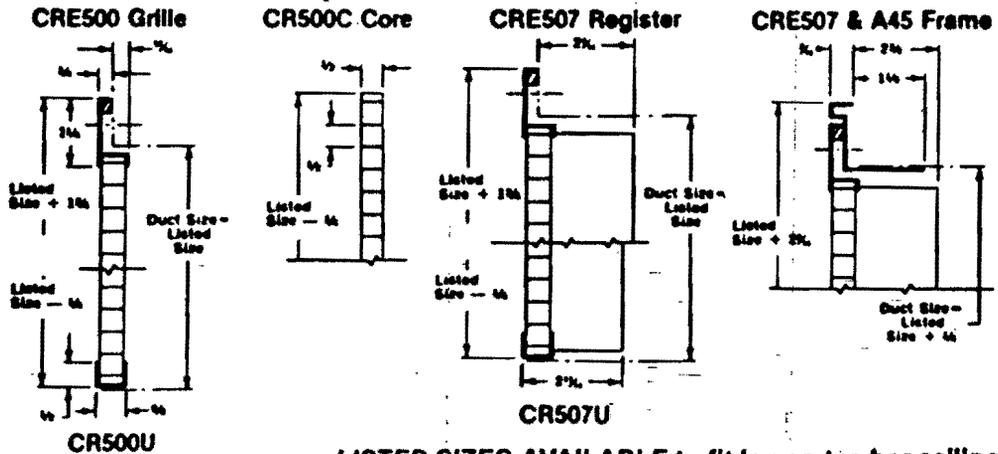
Features

- Overlap margin — 1 1/4 inch wide, with gasket to minimize smudging. Furnished with pierced screw holes and mounting screws. Fits lay-on tee bar ceiling opening in several styles.
- Aluminum construction — heavy-gauge extruded aluminum margins, mechanically interlocked with reinforced mitered corners, quality moisture-proof construction throughout.
- Grid cores — all-aluminum .025 inch thick stock in grid size 1/2 x 1/2 x 1/2, mechanically locked in margins, or available as core only.
- Mounting frame — available for use as plaster stop or separable frame to facilitate grille removal. Matching screw holes in grille and frame factory pierced for easy installation.
- Integral dampers — heavy-gauge extruded aluminum blades in a rigid aluminum frame. Opposed blade design with a removable key operator.
- Aluminum or Baked white enamel finish — Satin anodized finish available as a special order option.

LISTED SIZES AVAILABLE in one piece

Min. W x H	Max. W x H
4 x 4	48 x 48
Two-inch increments of width and height.	
Multiple sections furnished for sizes greater than maximum width and height.	

All Dimensions in Inches
Engineering Performance Data on Page 30
Multiple Section Details and Screw Hole Locations in Installation Manual



LISTED SIZES AVAILABLE to fit lay-on tee bar ceiling

Overall Size	11" x 11"	23" x 11"	47" x 11"	23" x 23"	47" x 23"	35" x 35"	47" x 47"
CRE	10 x 10	22 x 10	46 x 10	22 x 22	46 x 22	34 x 34	46 x 46
CR U	12 x 12	24 x 12	48 x 12	24 x 24	48 x 24	36 x 36	48 x 48

EXHIBIT "F"

EXHIBIT "F" TO CHANGE ORDER NO. 5
Dos Rios Facility; Contract No. 4A
Project No. 26-010049

CHANGE ORDER PROPOSAL NO. 038

Move Sample Pump to another location.

JUSTIFICATION: The ENGINEER determined that to move the Sample Pump, installed under Contract No. 2, to a new location would result in a more accurate sampling.

NEGOTIATED COST: \$5,775.00

ENGINEER'S ESTIMATE

C4APR-038

MATERIAL

Mechanical - Piping & etc. (Lump Sum) \$350.00

LABOR

Pipefitter Foreman = 8 man hours @ \$17.00 \$136.00

Pipefitter = 32 man hours @ \$13.50 432.00

Iron worker = 16 man hours @ \$13.50 216.00

TOTAL LABOR \$784.00

SUBCONTRACT

Electrical material (Lump Sum) \$1,004.00

Electrical labor 60 man hours @ \$22.95 1,377.00

Electrical supervision 15 man hours @ \$25.50 382.50

Miscellaneous equipment 300.00

SUBTOTAL \$3,063.50

Overhead & Profit @ 15% 459.50

TOTAL \$3,523.00

Painting Lump Sum 500.00

SUB-TOTAL SUBCONTRACT \$4,023.00

Fru-Con 5% 200.00

GRAND TOTAL \$4,223.00

RECAP

Subcontract Total \$4,223.00

Fru-Con Sub-Total 1,134.00

15% Overhead & Profit 170.00

GRAND TOTAL \$5,527.00

ATTACHMENT TO CHANGE ORDER PROPOSAL NO. C4A-038 Revision 1

November 12, 1987

MATERIAL:

C4 x 2 x 2L	\$ 75.00
Expansion Anchors	\$ 28.00
Cover Plate	\$ 50.00
Pipe & Fittings	\$ 110.00
Bedding	\$ 100.00
TOTAL MATERIAL	\$ 363.00

LABOR:

Pipe Fitter...32hr @ 10.35.....	\$ 331.20
Pipe Fitter Foreman 8hr @ 13.00.	\$ 104.00
Ironworker..16hr @ 10.35.....	\$ 165.60
Subtotal....	\$ 600.00
Fringes @ 32%	\$ 192.26
TOTAL LABOR.....	\$ 793.06

SUBCONTRACT:

Electrical	\$3,734.00
Painting	\$ 500.00
TOTAL SUBCONTRACT....	\$4,234.00

TOTAL MATERIAL	\$ 363.00
TOTAL LABOR	\$ 793.06
FRU-CON 15%	\$ 173.41
TOTAL SUBCONTRACT	\$4,234.00
FRU-CON 5%	\$ 211.70
TOTAL.....	\$5,775.17

RECEIVED
NOV 12 1987
HEERY PROGRAM MGMT. INC.



Simmons Electrical Corporation

P.O. Box 27538

San Antonio, Texas 78227

(512) 677-8600

399-285

GD

July 24, 1987

RECEIVED
FRU-CON CONST. JUL 27 1987

Voss International
Box 23368
San Antonio, TX 78223

Attn: G. Bennett Browne

Re: Dos Rios WWTP Contract 2
Change Order Proposal C4APR-038 (SEC 382-111)

Bennett:

We hereby submit for your consideration our Change Order Request Number SEC 382-111 in the amount of \$3,734.00 as an add to the above referenced project. This change request includes relocation of the sample pump in accordance with change order proposal C4APR-038. Our itemized breakdown of this change request is attached. Please issue a formal change order to our contract for this amount.

This quotation is good for thirty (30) days and is subject to any labor or material modifications occurring after this time period.

This proposal is based solely on the usual elements such as labor, material, and normal mark ups, and does not include any amount for changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, acceleration, and or impact cost. The right is expressly reserved to make claim for any and all of these and related items of cost prior to any final settlement of this contract.

Respectfully,
SIMMONS ELECTRICAL CORPORATION

Stephen P. Traynor
Stephen P. Traynor
Project Manager

SPT/st

cc: C.O. SEC 382-111
LL #382-0710

RECEIVED

NOV 12 1987

HEERY PROGRAM MGMT. INC.

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FRU-CON CONST. JUL 27 1987

CHANGE ORDER REQUEST BREAKDOWN

JOB NAME: Dos Rios WWTP Contract 2 DATE: July 24, 1987

MODIFICATION # C4APR-038 (SEC 382-111)

MATERIAL.....\$1,103.87

LABOR:

Manhours.....61.92

Overtime manhours.....

Field supervision.....18.57

Labor rate @ \$18.01 X 80.49 1,449.62

Labor dollars \$1,449.62 X 27.5 % burden..... 398.64

JOB EXPENSE:

Expendable tools.....

Temporary.....

Rental equipment..... 160.00

Warranty reserve.....

Subcontractor..... 135.00

Job coordination.....

PRIME COST..... 3,247.13

OVERHEAD and PROFIT @ 15 %..... 487.06

TOTAL COST.....\$3,734.00

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HEERY PROGRAM MGMT. INC.

SIM: IS ELECTRICAL CORP. JOB ES MATE

JOB TITLE Dos Rios

PAGE NO. 1 OF 1 PAGES

ESTIMATOR ST

SYSTEM # C4APR-038

BID DATE 7-10-87

DESCRIPTION	QTY	MAT'L UNIT	LABOR UNIT	MAT'L EXT.	LABOR EXT.	ACT #
3/4" GRC	110	.76	.100	83.60	11.00	
field bend	-	-	-	-	-	
cut & thread	1	.50	.500	.50	.50	
3/4" GRC PB coated	80	2.65	.114	212.00	9.12	
field bend	5	.50	.50	2.50	2.50	
cut & thread	5	1.00	1.00	3.00	3.00	
coupling	8	1.90	-	15.20	-	
one hole strap	4	2.17	.018	8.68	.07	
clamp back	4	4.45	.018	17.80	.07	
3/4" OLB PB coated	1	18.45	.727	18.45	.73	
undies	20	.46	.33	9.20	6.60	
trench (110')	194	5.00	.20	95.00	3.80	
backfill	134	3.25	1.00	42.25	13.00	
concrete	64	4.00	.40	240.00	2.40	
J Box 8x8x6	1	18.07	1.82	18.07	1.82	
3/4" consistent strap PB coated	10	6.75	.059	67.50	.58	
1/2" consistent P.B. coated	20	13.30	.308	266.00	6.16	
3/4" consistent nut	4	.62	.02	2.48	.08	
3/8 x 1/4 hex bolt	4	.11	.02	.44	.08	
1/2 x 20 x 1/2 hex bolt	20	.06	.02	1.20	.40	
TOTAL				1103.87	61.92	

RECEIVED
ERU CON. CONS.

RECEIVED
NOV 12 1987

HEERY PROGRAM MGMT. INC.

NOV 12 1987

July 1, 1987

HEERY

Mr. John R. Colbert
FRU-CON CONSTRUCTION CORP.
P. O. Box 23368
San Antonio, Texas 78223

RE: Dos Rios Facilities - Contract No. 4A
Cost Proposal C4APR-038

Dear Mr. Colbert:

Please find attached Request for Cost Proposal (RFOOP) No. C4APR-038. This RFOOP is for relocation of sample pump in Contract No. 2. You are requested to furnish a complete cost breakdown as soon as possible.

If you have any questions, please contact this office.

Sincerely,



Richard L. Adams, P. E.

RLA/mar

cc: 85559a
85559g-038 w/attach.
R. A. Nicol MPI w/attach.
Al Heyer, HPM w/attach.
W. R. w/attach.

Attachment

REQUEST FOR CHANGE ORDER PROPOSAL No. C4APR-038

DATE: July 1, 1987

CONTRACTOR Eri-Con Construction Corp.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT NAME Dos Rios Advanced Second Stage Facilities, Contract No. 4APROJECT NO. 26-010049CHANGE ORDER NO. To be assigned.

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK: Relocate existing pump as shown on Sheet No. 1.

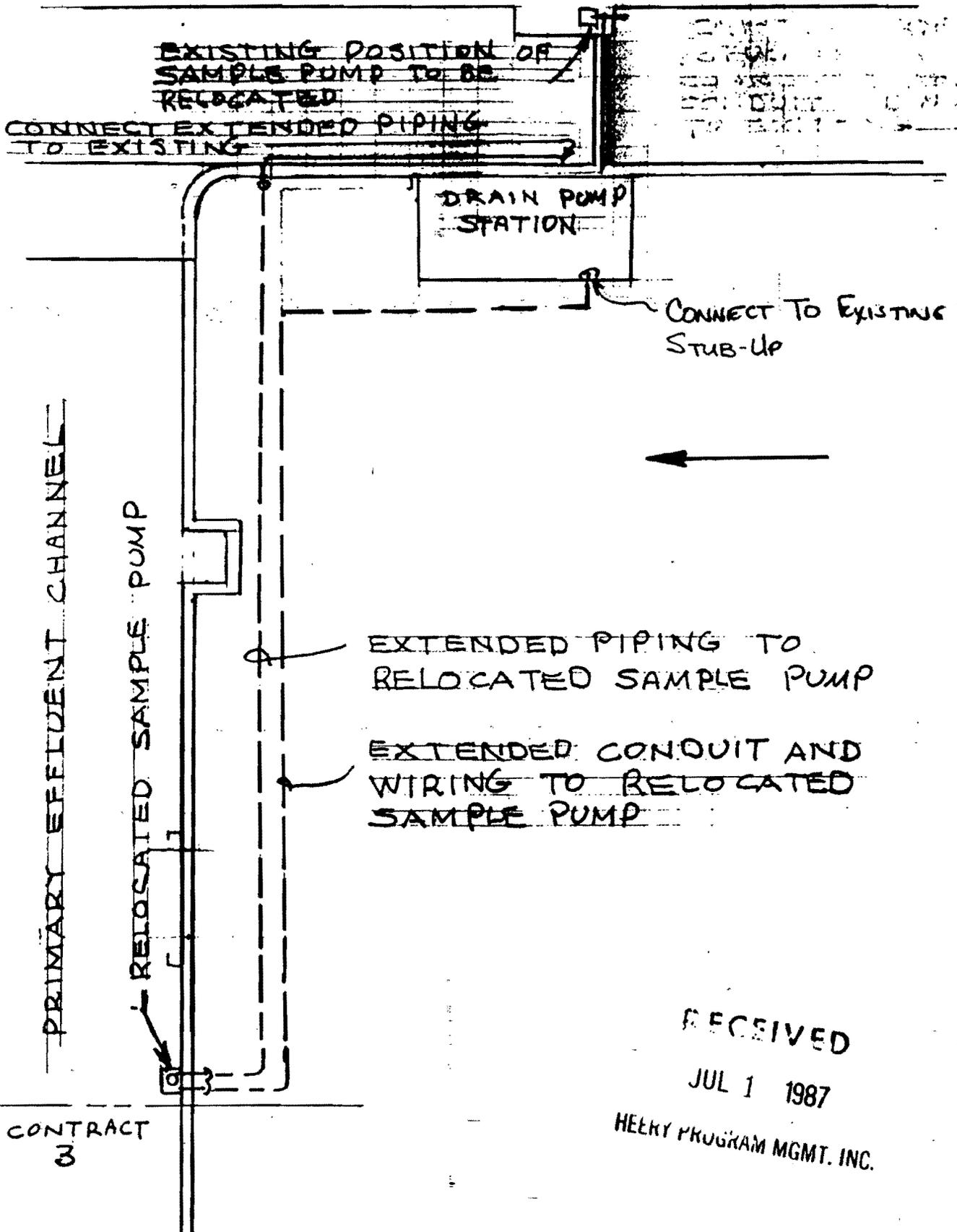
- a. Install on welded channel frame anchored to wall of Primary Effluent Channel with expansion anchors. Locate on South wall at E4100. See Sheet No. 2.
- b. Remove existing piping from present pump location to entry pipe sleeve in Drain Pump Station.
- c. Connect new extended piping at entry pipe sleeve at Drain Pump Station; run along wall of Influent Channel; turn over Influent Channel wall and run under ground to new sample pump location.
- d. Run conduit and cable from present stub-up in Drain Pump Station to revised Sample pump location as Shown. Furnish and install conduit per Spec. 1611.
- e. Install a new cover plate over hole where sample pump removed.


Construction Manager

Owner

SUBJECT DOS RIOS - RELOCATION
OF SAMPLE PUMP

AERATION TANK NO. 5



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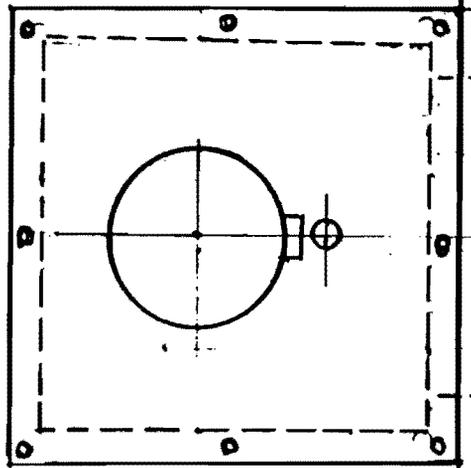
JUL 1 1987

HEERY PROGRAM MGMT. INC.

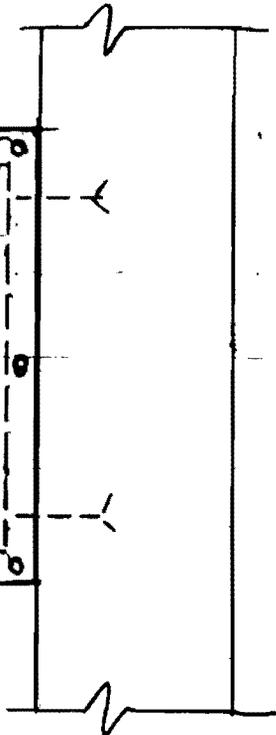
CONTRACT
3

PIKNIE

BY: P.V.V. DATE: 6/1/87 SHEET NO. 1 OF 1
CHKD. BY: DATE: JOB NO. Dos Rios C2
SUBJECT: RELOCATION OF SAMPLE PUMP



PLAN



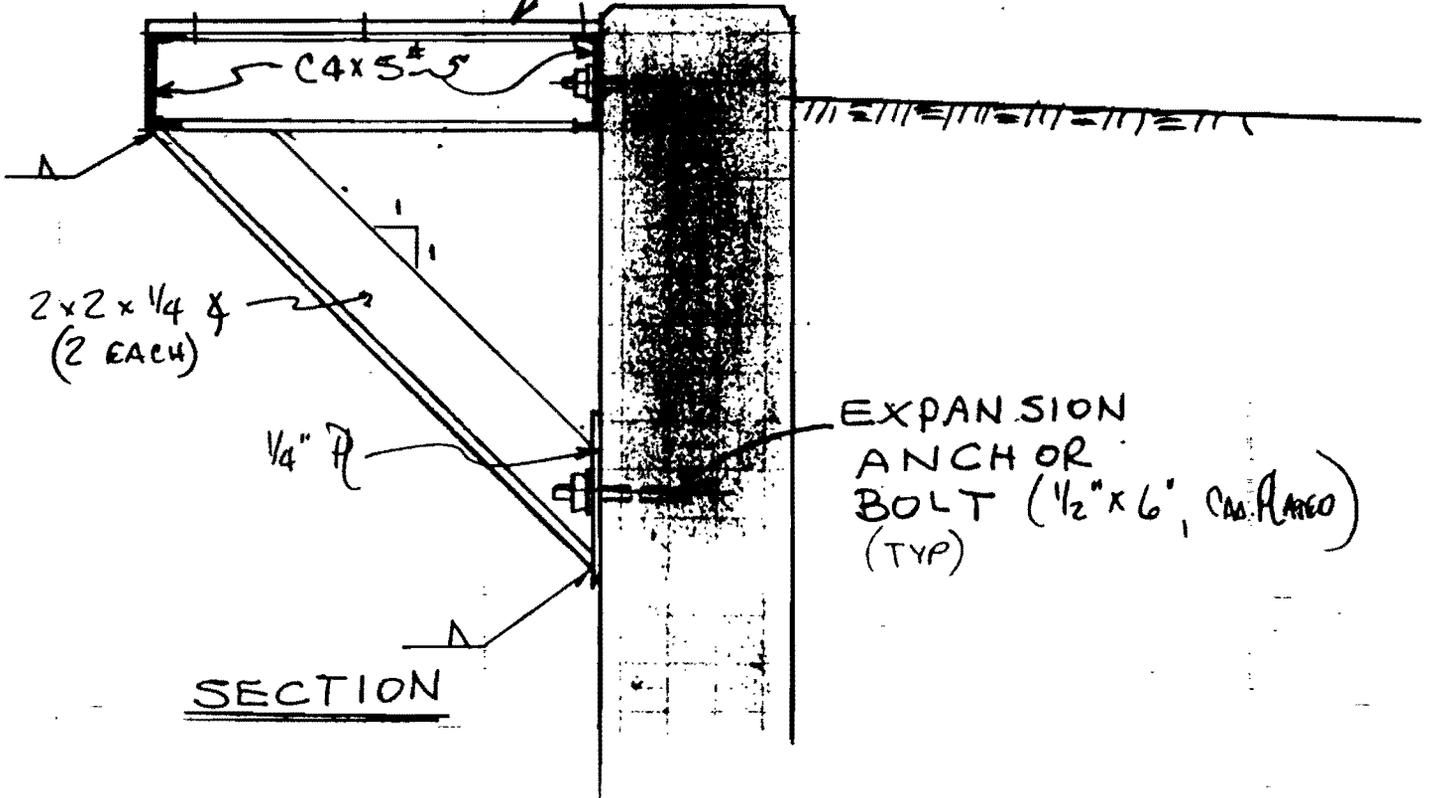
E4100

JUL 1 1987

HEALT PROGRAM MGMT. INC.

NOTE: COATING PER SPEC-09900

PUMP BASE PLATE
(BOLT TO C.S. FRAME)



SECTION



DALWORTH QUIKSET COMPANY

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

1111 111th Street
Arlington, Texas 76011
February 12, 1988

CERTIFIED MAIL NO. P674 275 125 RETURN RECEIPT REQUESTED
City of San Antonio
Post Office Box 9066
San Antonio, Texas 78285

Ord 62288
6 Feb 1986

RE: Dos Rios Facility

Gentlemen:

In accordance with TEX. REV. CIV. STAT. ANN. Art 5160 (F) (Vernon 1971), we hereby request a certified copy of the payment bond and contract between the City of San Antonio and Fru-Con Construction Corporation, the "Prime Contractor" for improvements on the city project.

Dalworth Quikset Company furnished labor and/or materials to MMR Constructors, Inc., a subcontractor for Fru-Con Construction Corporation, the Prime Contractor for the City of San Antonio project, and payment in full has not been received for same. Costs of such certified copies will be paid upon receipt of a statement for same. Thank you.

DALWORTH QUIKSET COMPANY

Keith Bland

Keith Bland
Credit Manager

KB/caf

The State of Texas
County of Tarrant

Keith Bland, Affiant, upon his oath and after being duly sworn, states that he has read the above application and that he has personal knowledge of the facts contained therein and that said facts are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME on this 12th day of February, 1988, to certify which witness my hand and seal of office.

Patricia J. Shelton

Patricia J. Shelton

My Commission Expires 10-31-88

Notary Public in and for
the State of Texas

My Commission Expires

CORPORATE HEADQUARTERS

1111 111th Street
Arlington, Texas 76011

Metro 640-9751 (817) 633-1192 Wire 1-800-772-6106

PRODUCTION PLANTS AND SALES OFFICES

7818 South Cooper
Arlington, Texas 76017
(817) 477-5366
Texas Wats 1-800-792-8931

P.O. Box 1046
Benton, Ark. 72015
(501) 776-0684

P.O. Box 370840
El Paso, Texas 79937
(915) 857-1141
(915) 857-2247

6250 - FM 2855
Katy, Texas 77449
(713) 371-7800

1900 Rilling Road
San Antonio, Texas 78214
(512) 923-4523



Ord 62288
2-6-86

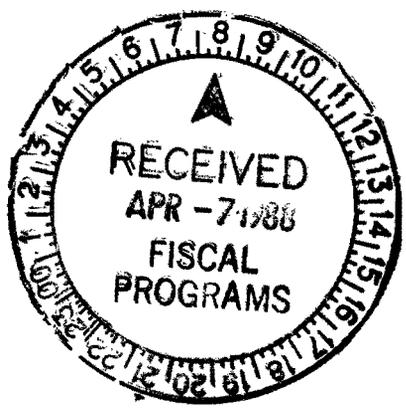
RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
1988 MAY 12 P 2:49

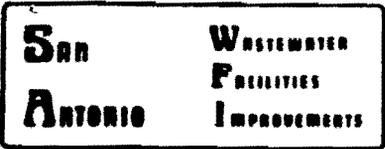
DOS RIOS FIRST STAGE FACILITY

CONTRACT NO. 4A

PROJECT NO. 26-010049

CHANGE ORDER NO. 6





CHANGE ORDER

CHANGE ORDER NUMBER 06 DATE March 21, 1988
 PROJECT NAME Dos Rios Advanced Second Stage Facility; Contract No. 4A
 PROJECT NO. 26-010049

The following changes are hereby made a part of the Contract Documents:

1. Provide and install a water supply tank with all associated items and hardware.

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 CITY CLERK
 SAN ANTONIO
 1988 MAY 12 P 2:11 PM

Justification:

See attached Exhibit "A"

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

Original Contract Amount	\$ <u>42,498,000.00</u>	Original Contingency Funds	\$ <u>4,249,000.00</u>
Cost of Previously Approved Change Orders	\$ <u>177,166.12</u>	Adjustments Due to Previously Approved Change Orders	\$ <u>177,166.12</u>
Cost of this Change Order	\$ <u>200,480.96</u>	This Change Order Adjustment	\$ <u>200,480.96</u>
New Contract Amount	\$ <u>42,875,647.08</u>	Contingency Fund Balance	\$ <u>3,871,352.92</u>

This Change Order is Acceptable.

Contractor Fru-Con Construction Corporation
 By *[Signature]*
 Title Project Manager Date 3/21/88

Recommended:

[Signature]
 Department of Wastewater Management

[Signature] 4-1-88
 CONSTRUCTION MANAGER

[Signature] 3/30/88
 ENGINEER

Professional Fee () Eligible () Ineligible

Approved: *[Signature]*
 City Manager Date

Approved: *[Signature]*
 Director of Public Works Date

INDEX

Change Order No. 6

Tabulation of Negotiated Proposals

Exhibit "A" - C4APR-035

TABULATION OF NEGOTIATED PROPOSALS

FOR

CHANGE ORDER NO. 6

<u>Proposal</u>	<u>Time</u>	<u>Cost</u>
C4APR-035	<u>0</u>	<u>\$200,480.96</u>
TOTAL CHANGE ORDER NO. 6	0	\$200,480.96

EXHIBIT "A" TO CHANGE ORDER NO. 6
Dos Rios Facility; Contract No. 4A
Project No. 26-010049

CHANGE ORDER PROPOSAL NO. 035

Emergency water supply tank with pumps, back-up power supply, associated valves, and other hardware.

JUSTIFICATION: The water supply furnished to the Dos Rios Wastewater Facilities was of low pressure and low quantity. In order to increase the water pressure and the quantity, a water supply tank, two pumps, back-up power supply, and associated hardware were required to be installed. In order for this installation to occur in the shortest possible time frame, this Change Order Proposal was issued on a time and material basis.

TOTAL: \$200,480.96

June 15, 1987

HEERY

Mr. John R. Colbert
FRU-CON CONSTRUCTION CORPORATION
P. O. Box 23368
San Antonio, Texas 78223

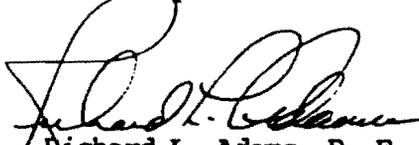
RE: Dos Rios Facilities, Contract No. 4A
Emergency Water Construction

Dear Mr. Colbert:

Reference is made to the meeting held this date between Mr. Bennett Browne, Mr. Gary Martin, Mr. Richard Pascucci, Mr. Richard Adams and yourself in regards to emergency construction of a water supply tank with pumps, associated valves and other hardware. You are hereby authorized to proceed on a time and material basis.

If you have any questions, please contact this office.

Sincerely,



Richard L. Adams, P. E.

RLA/mar

cc: [REDACTED]
R. Pascucci, MPI
Al Heyer, HPM
W. R.

cc ✓

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
62288
2/6/86
12:42 PM

CITY OF SAN ANTONIO
LETTER OF CONDITIONAL APPROVAL

DATE April 7, 1988

TO: Mr. Bennett Browne
FRU-CON CONSTRUCTION CORPORATION
P. O. Box 23368
San Antonio, Texas 78223

PROJECT: Dos Rios Wastewater Treatment Plant
Contract #4A

You are hereby advised that the portions of the project described herein have been certified by the Owner's representatives to be sufficiently completed as shown below. This certification indicates that the work/equipment meets the requirements of the plans and specifications and can be utilized for the purposes intended with the following exceptions:

Punch List Items:

See Attachment 1, "Punch List Items," for the portions of the work certified by this Letter. (6 Pages)

See Attachment 2, "General Punch List Items." These items apply to each of the portions of the work covered in this Letter. (1 Page)

Description of Completed Portions of Project:

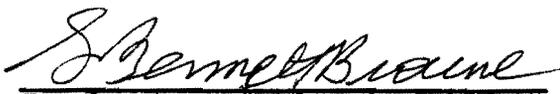
	<u>Date Sufficiently Completed</u>	<u>Value of This Portion</u>	<u>Value of Work Completed</u>	<u>Value of Work Remaining</u>	<u>Amount Retained</u>	<u>Amount Retainage Released</u>	<u>Amount of Retainage Not Released</u>
Aeration Tank #1	3-01-88	\$ 770,240.00	\$ 769,991.00	\$ 249.00	\$ 38,499.55	\$ 0.00	\$ 38,499.55
Aeration Tank #2	3-01-88	772,990.00	772,741.00	249.00	38,637.05	0.00	38,637.05
Aeration Tank #3	3-01-88	750,240.00	749,991.00	249.00	37,499.55	0.00	37,499.55
Aeration Tank #4	3-01-88	761,616.00	761,367.00	249.00	38,068.35	0.00	38,068.35
Aeration Tank #5	3-01-88	818,714.00	814,045.00	4,669.00	40,702.25	0.00	40,702.25

	<u>Date Sufficiently Completed</u>	<u>Value of This Portion</u>	<u>Value of Work Completed</u>	<u>Value of Work Remaining</u>	<u>Amount Retained</u>	<u>Amount Retainage Released</u>	<u>Amount of Retainage Not Released</u>
Aeration Tank #6	3-01-88	772,992.00	771,747.00	1,245.00	38,587.35	0.00	38,587.35
Aeration Tank #7	3-01-88	750,240.00	748,995.00	1,245.00	37,449.75	0.00	37,449.75
Aeration Tank #8	3-01-88	772,992.00	771,747.00	1,245.00	38,587.35	0.00	38,587.35
Aeration Tank #9	3-01-88	750,240.00	748,995.00	1,245.00	37,449.75	0.00	37,449.75
Aeration Tank #10	3-01-88	761,616.00	760,371.00	1,245.00	38,018.55	0.00	38,018.55
Effluent Channel @ S.T. #1	3-01-88	10,711.00	10,711.00	0.00	535.55	0.00	535.55
Effluent Channel @ S.T. #2	3-01-88	10,711.00	10,711.00	0.00	535.55	0.00	535.55
Effluent Channel @ S.T. #3	3-01-88	10,711.00	10,711.00	0.00	535.55	0.00	535.55
Effluent Channel @ S.T. #4	3-01-88	10,711.00	10,711.00	0.00	535.55	0.00	535.55
Effluent Channel @ S.T. #5	3-01-88	10,711.00	10,711.00	0.00	535.55	0.00	535.55
Effluent Channel @ S.T. #6	3-01-88	10,711.00	10,711.00	0.00	535.55	0.00	535.55
Effluent Channel @ S.T. #7	3-01-88	10,711.00	10,711.00	0.00	535.55	0.00	535.55
Effluent Channel @ S.T. #8	3-01-88	10,711.00	10,711.00	0.00	535.55	0.00	535.55

	<u>Date Sufficiently Completed</u>	<u>Value of This Portion</u>	<u>Value of Work Completed</u>	<u>Value of Work Remaining</u>	<u>Amount Retained</u>	<u>Amount Retainage Released</u>	<u>Amount of Retainage Not Released</u>
Effluent Channel @ S.T. #9	3-01-88	10,711.00	10,711.00	0.00	535.55	0.00	535.55
Effluent Channel @ S.T. #10	3-01-88	10,711.00	10,711.00	0.00	535.55	0.00	535.55
Effluent Filter Collection Sumps	3-01-88	25,588.00	25,588.00	0.00	1,279.40	0.00	1,279.40
Electrical Substation	3-01-88	1,225,003.00	1,225,003.00	0.00	61,250.15	0.00	61,250.15
Pipe Gallery @ S.T. #1	3-01-88	109,450.00	109,450.00	0.00	5,472.50	0.00	5,472.50
Pipe Gallery @ S.T. #2	3-01-88	106,090.00	106,090.00	0.00	5,304.50	0.00	5,304.50
Pipe Gallery @ S.T. #3	3-01-88	106,090.00	106,090.00	0.00	5,304.50	0.00	5,304.50
Pipe Gallery @ S.T. #4	3-01-88	106,090.00	106,090.00	0.00	5,304.50	0.00	5,304.50
Pipe Gallery @ S.T. #5	3-01-88	106,090.00	106,090.00	0.00	5,304.50	0.00	5,304.50
Pipe Gallery @ S.T. #6	3-01-88	106,090.00	106,090.00	0.00	5,304.50	0.00	5,304.50
Pipe Gallery @ S.T. #7	3-01-88	106,090.00	106,090.00	0.00	5,304.50	0.00	5,304.50
Pipe Gallery @ S.T. #8	3-01-88	106,090.00	106,090.00	0.00	5,304.50	0.00	5,304.50
Pipe Gallery @ S.T. #9	3-01-88	106,090.00	106,090.00	0.00	5,304.50	0.00	5,304.50
Pipe Gallery @ S.T. #10	3-01-88	106,090.00	106,090.00	0.00	5,304.50	0.00	5,304.50
Influent Channel @ A.T. #1	3-01-88	106,481.00	106,481.00	0.00	5,324.05	0.00	5,324.05

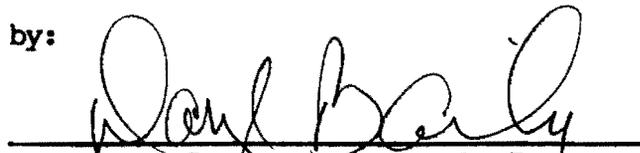
	<u>Date Sufficiently Completed</u>	<u>Value of This Portion</u>	<u>Value of Work Completed</u>	<u>Value of Work Remaining</u>	<u>Amount Retained</u>	<u>Amount Retainage Released</u>	<u>Amount of Retainage Not Released</u>
Influent Channel @ A.T. #2	3-01-88	106,481.00	106,481.00	0.00	5,324.05	0.00	5,324.05
Influent Channel @ A.T. #3	3-01-88	106,481.00	106,481.00	0.00	5,324.05	0.00	5,324.05
Influent Channel @ A.T. #4	3-01-88	106,481.00	106,481.00	0.00	5,324.05	0.00	5,324.05
North Entrance Pipe Gallery	3-01-88	99,868.00	99,868.00	0.00	4,993.40	0.00	4,993.00
42" Pipeline	3-01-88	449,909.00	449,909.00	0.00	22,495.45	0.00	22,495.45
72" Pipeline	3-01-88	293,012.00	293,012.00	0.00	14,650.60	0.00	14,650.60
South Entrance Pipe Gallery	3-01-88	<u>69,702.00</u>	<u>69,702.00</u>	<u>0.00</u>	<u>3,485.10</u>	<u>0.00</u>	<u>3,485.10</u>
TOTALS:		\$11,442,256.00	\$11,430,366.00	\$11,890.00	\$571,518.30	\$0.00	\$571,518.30

Fru-Con Construction Corporation certifies that the above values are accurate representations of the work completed and Punch List items remaining to be completed.


Fru-Con Construction Corporation

Letter of Conditional Approval Certified by:

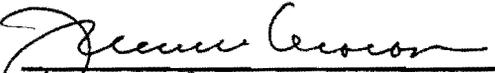

Malcolm Pirnie, Inc.


Heery Program Management, Inc.

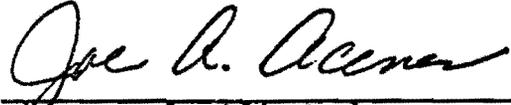
All Punch List items must be completed within thirty (30) days for these portions of the Project to be eligible for release of retainage. Retainage will be released for only the portions of the project described above.

The completion of these portions of the project does not relieve you as the Contractor from the completion of the remainder of the project in accordance with the Contract Documents.

The One Year Correction Period and any warranties, for the portions of project described herein as being complete, shall begin on the date indicated as sufficiently completed by this Letter of Conditional Approval.



Director of Wastewater Management 5/2/88
Date



Director of Public Works 5/2/88
Date

- cc: Contract File
- Engineering File
- Construction Manager
- Engineer
- City Clerk
- Finance
- Surety
- Department of Environmental Management

ATTACHMENT 1

GENERAL WORK PUNCH LIST ITEMS

LETTER OF CONDITIONAL APPROVAL

April 7, 1988

AERATION TANK #1:

1. Replace damaged telephone junction box, South side.
2. Backfill to grade and place topsoil, South side.
3. Touch up paint on tank drain valve stem and handle.
4. Touch up paint on all sluice gate operators.
5. Place bolts in deck pullboxes and adjacent to Panel "A".
6. Clean and paint anchor bolts on overhead process air line.
7. Plug 3/4" pipe nipples at venturi's.
8. Install s.s. nut on pipe support bracket at venturi's.
9. Clean and paint 3/4" pipe nipples at venturi's.
10. Clean and paint nut and bolts at butterfly valves 8, 10 and 12".
11. Sandblast and paint blind flange at end of process air header pipe.
12. Replace fiberglass telephone junction box, middle walkway.
13. Clean and paint bolts on inlet channel air valves.
14. Remount electrical outlet box to lamp post.

AERATION TANK #2:

1. Clean and paint bolts in channel air valves.
2. touch up paint on all sluice gate operators.
3. Reposition s.s. saddle weir plates at channel air valves.
4. Remount electrical outlet box to lamp post.
5. Clean and paint anchor bolts on overhead process air line.
6. Plug abandoned 3/4" conduit projecting up on middle walkway.
7. Install s.s. washers on instrument stand anchor bolts.
8. Clean and paint 3/4" pipe nipples at venturi's.
9. Clean and paint nut and bolts at butterfly valves 8, 10 and 12".
10. Pull wires and install telephone.

AERATION TANK #3:

1. Install bolts in telephone junction box, South side.
2. Touch up paint on all sluice gate operators.
3. Install bolts in electrical pullbox at Panel "B".
4. Clean and paint anchor bolts on process air header pipe.
5. Plug abandoned 3/4" conduit projecting up on middle walkway.
6. Clean and paint 3/4" pipe nipples at 8, 10 and 12" venturi's.
7. Install s.s. washers on instrument stand anchor bolts.
8. Clean and paint nuts on flanges at process air valves.
9. Clean and paint bolts on valves at channel air.
10. Reposition s.s. saddle weir plates at channel air valves.
11. Remove NPW valves 270 degree and install hose connectors.
12. Replace bolts and tighten on pullboxes at N.E. corner.
13. Re-attached I.D. plate on sluice gate operators.

AERATION TANK #4:

1. Install handrails on stairs leading to junction chamber.
2. Touch up paint on all sluice gate operators.
3. Reposition s.s. saddle weir plates at channel air valves.
4. Clean and paint bolts and nuts on channel air valves.
5. Repair concrete at handrail flanges, top and bottom on both columns, second from South end.
6. Clean and paint "wrinkled" paint on three venturi's.
7. Clean and paint flange bolts and nuts at 8", 10" and 12" at venturi.
8. Install bolts on electrical pullbox at instrument stands.
9. Install s.s. washers on instrument stand anchor bolts.
10. Determine the source and stop the oil leak at the 30" "o" harnessed coupling on the process air pipe.

AERATION TANK #5:

1. Touch up paint on sluice gate operators.
2. Install bolts in pullbox cover and remove duct tape.
3. Touch up paint on base plates of process air header.
4. Plug or remove abandoned 3/4" electrical conduit.
5. Remove and paint blisters on venturi.
6. Remove masking tape from expansion couplings.
7. Install s.s. washers on instrument stands.
8. Backfill South and West sides to grade.
9. Complete assembly of sample pump and grout.
10. Paint bolts and flanges on butterfly valve on channel air pipe.
11. Secure light post to foundation and install electrical outlet receptacle.
12. Install hose adapters on NPW stations.

AERATION TANK #6:

1. Connect telephone.
2. Check all electrical pullboxes for hold down bolts.
3. Plug or remove abandoned 3/4" conduit.
4. Touch up paint on sluice gate operators.
5. Secure lamp post and connect electric outlet.
6. Paint bolts and nuts on butterfly valves at channel air pipe.
7. Touch up paint on base plates on process air header.

AERATION TANK #7:

1. Touch up paint on sluice gate operators and tighten bolts.
2. Check all electrical pullboxes and install bolts.
3. Plug abandoned 3/4" conduit and remove anchor shields from floor.
4. Touch up paint on overhead air pipe base plates.
5. Paint flange and bolts on valves on channel air pipe - Effluent Channel.
6. Raise electrical junction boxes to grade at control panel - Tripping hazard.

AERATION TANK #8:

1. Install telephone.
2. Check all electrical pullboxes and install bolts.
3. Touch up paint on base plates of process air header.
4. Remove masking tape from tubing at 10" air drop.

5. Plug abandoned 3/4" conduit.
6. Tighten handrail on middle walkway, East.
7. Paint bolts and flanges on butterfly valves on air line at Effluent Channel.
8. Tighten bolts and touch up paint on sluice gate operators.
9. Remove temporary power panel and wire.

AERATION TANK #9:

1. Tighten bolts and touch up paint on sluice gate operators.
2. Clean sand from plexiglass shaft projector on sluice gate operator.
3. Touch up paint on base plates of process air header.
4. Install tubing from three venturi's to instruments.
5. Plug 3/4" abandoned conduit and remove lugs in deck.
6. Paint bolts and flanges on valves at air lines at Effluent Channel.

AERATION TANK #10:

1. Tighten bolts and touch up paint on sluice gate operators.
2. Connect and install telephone.
3. Remove rusty wire from telephone conduit.
4. Touch up paint on base plates of process air header.
5. Install tubing from 8" venturi to instrument.
6. Plug 3/4" abandoned conduit.
7. Paint bolts and flanges on valves at air lines at Effluent Channel.
8. Paint and install hose adapter NPW hose station.

PIPE GALLERY - GENERAL:

1. Piezometer trench grating throughout needs to be adjusted to avoid tripping hazard (i.e. at door entrances, pump areas, etc.).
2. Provide chain operator or access platform to manually operate pneumatic sludge return valves (Tank No's. 2 through 9)
3. Complete two finish coats on all pipes.
4. Clean and touch up paint on all doors.
5. Insulate HNPW pipe.
6. Remove and replace readout scales on sludge flow meters to read in mgd (0-20).

PIPE GALLERY - PUMP AREA #1:

1. Remove #9 wire from 3" sump pump discharge and add proper hanger.
2. Caulk and seal 2" and 6" pipe through walls at stairwell.
3. Seal and caulk 3" chlorine, 3" FW and 8" NPW wall penetrations on South wall.
4. Remove temporary electrical panels and transformer.
5. Remove temporary 4" PVC sump discharge pipe.
6. Complete and terminate 3/4" conduits on East wall.
7. Connect 3" sump pump discharge pipe.
8. Adjust and fit floor grating.
9. Connect flexible conduit to pressure switches on seal water lines at both pumps.
10. Clean and sweep area.
11. Install electrical switch between piezometer and FW station.

PIPE GALLERY - PUMP AREA #2:

1. Install vacuum/pressure gauges on suction pipe to tank drain pumps.
2. Clean and paint piping at tank drain pumps and pipe supports.
3. Touch up paint on pumps.
4. Connect pressure switches on skimmings pumps.
5. Install vacuum/pressure gauge on skimmings pump suction pipe.
6. Install SKS panel, connect wires and test.
7. Complete and close overhead junction box.
8. Install gauges at chlorine injection station.
9. Remove temporary 3" sump pump discharge pipe.
10. Connect sump pump to overhead piping.
11. Clean equipment, area and sweep floor.
12. Terminate wires and close condulets at various places.

PIPE GALLERY - PUMP AREA #3:

1. Install sump pump and covers, connect pipe and test.
2. Install gauges on suction discharge of skimmings pumps.
3. Complete bolting all flanges on skimmings pumps.
4. Seal and caulk 2" seal water pipe sleeve at West wall.
5. Caulk 4" HNPW wall sleeve at West wall.
6. Install restrainers on CPLG on 6" EAS line.
7. Remove temporary PVC sump discharge piping.
8. Install door knobs on metal door at lower level in stairwell.
9. Slope floor to drainage trench at North stairway entrance.
10. Connect solenoid and pressure switches on seal water piping.
11. Finish installing bolts on 4" check valves at HNPW for both pumps.
12. Secure seal water drain lines at trench on both pumps.
13. Clean and paint piping and touch up paint on pumps.
14. Relocate light fixture above pump in order to operate valve handle overhead.
15. Place supports on 1/2" copper seal water supply pipe above pumps.
16. Terminate wires and cover electrical condulets.
17. Secure 4" HNPW to suction piping overhead.
18. Clean and sweep area.
19. Remove temporary power panel and transformer.

PIPE GALLERY AT SETTLING TANK #1:

1. Caulk 2" NPW sleeve in ceiling.
2. Readjust all thread rod at expansion joint on HNPW pipe.
3. Crack in ceiling (2 places) needs repair.
4. Floor drain at Instrument Air Compressor should be Type 2.
5. Missing first hanger on East wall, South end.
6. Remove chain operator and replace with handwheel.

PIPE GALLERY AT SETTLING TANK #2:

1. Weld shim to beam under 24" x 30" reducer sludge return pipe.
2. Secure conduit at butterfly valve.
3. Repair unistrut near floor next to MagPac instrument.
4. Repair pipe flange leak at ceiling on tank drain pipe.

PIPE GALLERY AT SETTLING TANK #3:

1. Secure conduit at butterfly valve.
2. Clean and scrape peeling paint from 24" 90 degree Ell sludge lines.
3. Need grounding cable on conduit at East wall expansion joint of Tank No's. 2 and 3.

PIPE GALLERY AT SETTLING TANK #4:

1. 10" Aeration Tank drain at gallery wall - pipe hangers 12': need 1 additional.
2. Remove paint overspray on three - conduits West wall.
3. Remove temporary lighting and wire.
4. Repair and replace overhead light fixture.
5. Clean mud from 6" skimming line.
6. Caulk wall sleeve on 2" HNPW, West wall.
7. Secure conduit at butterfly valve.
8. Tank leak in ceiling at unistrut near 20" flow element.
9. Crack in tank next to Settling Tank drain pipe.
10. Leak in ceiling at Settling Tank #4 near piezometer.
11. Caulk sleeve in ceiling at 2" copper NFW pipe.
12. 3" Chlorine PVC pipe hangers are not PVC coated throughout gallery. Replace or add "gasket" type material.

PIPE GALLERY AT SETTLING TANK #5:

1. Install pipe hanger on 3" sump pump discharge.
2. Repair or replace overhead light fixture.
3. Finish tubing on butterfly valve on sludge return pipe.
4. Finish connecting flow element and pneumatic valve.
5. Install hooks for hanging chains.

PIPE GALLERY AT SETTLING TANK #6:

1. Install conduit covers at flow element.
2. Remove temporary lifting lug from wall.
3. Seal and caulk 2" NFW sleeve in ceiling.

PIPE GALLERY AT SETTLING TANK #7:

1. Seal and caulk pipe and conduit penetrations in fire wall.
2. Install fire damper.
3. Fill space between door jam and wall with concrete.
4. Move light fixture away from sludge return valve.

PIPE GALLERY AT SETTLING TANK #8:

1. Connect instrument air to butterfly valves.
2. Install hose adapters on all FW stations.
3. 8" NFW pipe throughout gallery leaks. Complete and hydro test.

PIPE GALLERY AT SETTLING TANK #9:

1. Finish 3" sump pump discharge from Tank No. 9 to pump aeration 3 and hydro test.

PIPE GALLERY AT SETTLING TANK #10:

1. Tank leaks at tank drain and at sludge return at ceiling.
2. Remove chain operator and replace with handwheel.

INFLUENT CHANNEL - GENERAL

1. Pressure/flow test on channel air diffuser.
2. Clean and paint channel air header flange bolts at interface with s.s. pipe (all drops).

NORTH ENTRANCE PIPE GALLERY

1. Slope floor to drain into pipe gallery trench.
2. Clean grout from landings and steps.
3. Rub and clean non-slip nosings on steps.
4. Install emergency lights at first and second landings.
5. Install handrails.
6. Remove plastic cover on upper door kick plate.
7. Install underwriters label on door and paint.

SOUTH ENTRANCE PIPE GALLERY

1. Remove plastic protective cover on door kick plate.
2. Caulk over door, inside.
3. Clean grout from landings and steps.
4. Rub and clean non-slip nosings on steps.
5. Install emergency lights.
6. Install handrails.
7. Fasten conduit to wall to overhead light at intermediate landing.
8. Repair leak in overhead at bottom of stairs.
9. Fasten conduit to ceiling at overhead light.
10. Install mechanical seals and caulk the 2" and 6" pipe penetrations.
11. Paint pipe.

ATTACHMENT 2

GENERAL WORK PUNCH LIST ITEMS

LETTER OF CONDITIONAL APPROVAL

April 7, 1988

1. Submit Project Record Documents.
2. Complete submission of O&M Manuals.
3. Submit Warranties with start dates as indicated in this Letter of Conditional Approval.
4. Complete delivery of spare parts.
5. Assist with initial plant start-up in accordance with Contract Documents.
6. Repair or make good damage to or loss of the work caused by the Contractor.
7. Upon successful start-up of these portions of the work, the Owner will assume responsibility for operations, maintenance, utilities, and consumables.
8. Insurance will remain in force as required by Contract Documents.
9. All Punch List items noted in this Letter of Conditional Approval must be completed prior to issuance of the Final Certificate of Acceptance.

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

98 JUL 20 PM 3:19

FINAL CERTIFICATE OF ACCEPTANCE

DATE: June 29, 1990

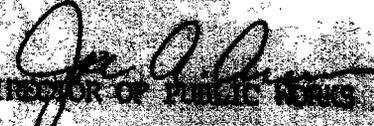
TO: Fru-Con Construction Co.
P. O. Box 23368
San Antonio, Texas 78223

PROJECT: DGS RIGS ADVANCED STAGE FACILITIES,
CONTRACT 4-A

This is to certify that each and all of the stipulations, requirements and provisions of your contract with the City of San Antonio have been faithfully performed and complied with as well as the satisfactory correction of any exceptions noted in the Letter of Conditional Approval of the work dated May 20, 1988 and I hereby accept the project as provided in the contract as of this date.

Original Contract	- Amount	\$ 42,498,000.00
Completed Contract	- Amount	42,498,000.00
Field Alterations	- Amount	2,685,594.00
Total Contract Cost		\$ 45,183,594.00

Very truly yours,


DIRECTOR OF PUBLIC WORKS

APPROVED:

CITY MANAGER

- cc: Contract File
- ✓ City Clerk
- Department of Finance - Controller
- Department of _____
- Engineer/Architect
- Surety
- Engineering Division 26-010049
- DEED, SMBA
- Personnel, Affirmative Action
- Wage and Hour
- General Accounting, Fixed Assets

062288
6 Feb 89