

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

ITEM NO. 59
 JUL 3 1986

MEETING OF THE CITY COUNCIL DATE: _____

MOTION BY Dutmer SECONDED BY: Hasslocher

63182

ORD. NO. _____ ZONING CASE _____

RESOL. _____ PETITION _____

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

86-30

RG:PB:cm
07/01/86

AN ORDINANCE **63182**

ACCEPTING THE BID OF PIZZAGALLI CONSTRUCTION COMPANY IN THE AMOUNT OF \$8,670,000 FOR CONSTRUCTION OF THE DOS RIOS TREATMENT PLANT PROJECT NO. 4B-1, APPROVING PROFESSIONAL SERVICES CONTRACTS WITH MALCOLM PIRNIE, INC. IN THE AMOUNT OF \$560,000 AND WITH P.D.-V.A. GROUP IN THE AMOUNT OF \$315,000 IN CONNECTION WITH THE WORK, APPROVING CONTINGENCY ACCOUNTS, APPROVING A DESIGN CONTRACT AMENDMENT, AND PROVIDING FOR PAYMENT.

* * * * *

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

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

- Contract 1 Administration Building, O & M Facility, Access Roads & a Stilling Basin;
- Contract 2 Primary Treatment Facilities & Equipment;
- Contract 3 Secondary Treatment Facilities & Equipment;
- Contract 4-A Advanced Secondary Treatment Facilities & Equipment;
- Contract 4B-1 Solids Handling Facilities-Belt Filter Presses Installation;
- Contract 5 Solids Handling Facilities - Purchase of Equipment; and

WHEREAS, a construction contract must now be let on Contract 4B-1 above and contracts for construction/post construction engineering and construction management services must also be executed; NOW THEREFORE:

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

SECTION 1. The low, qualified bid of Pizzagalli Construction Company in the amount of \$8,670,000.00 to construct the Dos Rios WWTP Contract 4B-1 above is hereby accepted. The project will construct a facility to house and operate 12 belt filter presses, install the 12 filter presses, construct various sludge

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storage tanks, install a sludge cake conveyor system and perform all related piping, mechanical, electrical, instrumentation and site work. The City Manager is authorized to execute the standard form Public Works Construction Contract for the job set out in Attachment D. A copy of the contractor's bid is set out in Attachment C. All other bids received are hereby rejected.

SECTION 2. In connection with the above project, the City Manager is further authorized to execute the following professional services contracts:

- a) A contract with Malcolm Pirnie, Inc. to provide construction and post-construction phase engineering services for the amount of \$560,000.00. A copy of the contract is set out in Attachment E.
- b) A contract with the P.D.-V.A. Group, a Joint Venture of Pape-Dawson, Inc. and Vickrey & Associates, Inc., to provide construction and post-construction phase management services for the amount of \$315,000.00. A copy of the contract is set out in Attachment F.

Malcolm Pirnie, Inc. were retained as design engineers for the Dos Rios WWTP Project in Ordinance No. 52960 passed on 10-30-80 and the P.D.-V.A. Group for project management services in Ordinance No. 57262 passed on 7-14-83.

SECTION 3. The sum of \$9,719,200.00 is appropriated in the Sewer Revenue Bonds Fund to Project No. 52-009121 DOS RIOS WWTP/CONTRACT 4B-1/SOLIDS HANDLING FACILITIES/BELT FILTER PRESSES INSTALLATION, and said sum is allocated to budgetary accounts therein and disbursement thereof is authorized, as follows:

- \$ 560,000.00 to Engineering Contract - Construction/Post Construction Expenditure Account Index No. 532804, and said sum is authorized to be encumbered and paid from said account to Malcolm Pirnie, Inc. for construction/post-construction engineering services in this project.
- 315,000.00 to Engineering Contract - Construction/Post Construction Project Management Expenditure Account Index No. 532812, and said sum is authorized to be encumbered and paid from said account to the P.D.-V.A. Group for construction/post-construction project management services in this project.
- 87,500.00 to Engineering Contingency - Construction/Post Construction Expenditure Account Index No. 532820 and said sum is authorized to be encumbered and expended for contingent engineering expenses in the construction and post-construction phases.
- 8,670,000.00 to Construction Contract Expenditure Account Index No. 532903, and said sum is authorized to be encumbered and paid to Pizzagalli Construction Company for the contract work.
- 86,700.00 to Construction Contingency Expenditure Account Index No. 532911 and said sum is authorized to be encumbered and paid for construction contingencies in this project.

SECTION 4. The City Manager is authorized to execute Amendment No. 1, a copy of which is set out in Attachment G, to the contract with Malcom Pirnie, Inc. authorized in Ordinance No. 61257 passed on August 22, 1985 covering the design and pre-construction engineering services for the Contracts 4A, 4B-1 and 5 Projects of the Dos Rios WWTP Improvements Program, said amendment revising said contract's scope and increasing the firm's remuneration by an additional \$31,700. The budget of Project No. 52-009111 entitled DOS RIOS WWTP IMPROVEMENTS -CONTRACTS 4A/4B1 & 5 - ENGR'G. DESIGN/PRE-CONSTRUCTION SERVICES in the Sewer Revenue Bonds Fund is authorized to be revised by a transfer of \$31,700.00 therein from Expenditure Account Index No. 532739 (Engineering Contingency) to Expenditure Account Index No. 532721 (Engineering Contract), and said sum is authorized to be encumbered and paid from said account to Malcolm Pirnie, Inc. in additional engineering fees in accordance with the terms of the contract amendment.

PASSED AND APPROVED this 3rd day of July, 1986.

Henry Cisneros
M A Y O R

ATTEST:

Roma J. Rodriguez
City Clerk

APPROVED AS TO FORM:

Tom Amling
City Attorney

86-30

June 17, 1986

Pd Va Group
9310 Broadway
San Antonio, Texas 78217

**PAPE DAWSON
ENGINEERS, INC.
RECEIVED**

JUN 18 1986

Attn: Edward F. Galwardi, Ph.D., P.E.
Project Manager

Re: Dos Rios Wastewater Treatment Plant
Solids Handling Facilities
Contract No. 4B-1

FILE

Gentlemen:

In accordance with the applicable portions of Task Nos. 409 and 410 of our Agreement, we have evaluated the bids received April 2, 1986 for construction of Solids Handling Facilities for the Dos Rios Facility.

Four (4) bids were received as follows:

<u>Bidder</u>	<u>Total Amount of Bid</u>
Pizzagalli Construction Company	\$ 8,670,000.00
CBI NA-CON, Inc.	\$ 9,384,900.00
Fru-Con Construction Corporation	\$ 9,885,000.00
F&E Erection Company	\$10,592,059.00

Two minor discrepancies are noted in the CBI NA-CON bid which are a result of errors in extension and do not affect the apparent low bidder. The Unofficial Total Amount Bid shown above for CBI NA-CON is in error by \$0.50. The correct amount bid is \$9,384,900.50.

The low bid submitted by Pizzagalli Construction Company was for construction of the above-referenced project as specified, and no exceptions were taken. Our investigation of the experience, reputation and financial condition of Pizzagalli indicates that they are capable of performing the work required by the contract. Therefore, with exception of the manufacturer listed (by Pizzagalli on the List of Manufacturer's) for Specification Section 11356, Polymer Feed Systems, we recommend that Pizzagalli be awarded the

ATTACHMENT A

**MALCOLM
PIRNIE**

Pd Va Group
June 17, 1986
Page 2

contract for construction of the Solids Handling Facilities under Contract 4B-1 in the amount of \$8,670,000.00. This amount represents the total combined bid of Items 1 through 22, inclusive. Attached are three copies of the Bid Tabulation for your use. If there are any questions or if additional information is required, please do not hesitate to contact us.

Very truly yours,

MALCOLM PIRNIE, INC.



R.M. Pascucci, P.E.
Project Manager

RMP:lgg

Enclosures: 3 bid Tabulations

cc: R.F. Bonner, Jr. (w/encl.)
S.J. Najarian (w/encl.)
P.A. Boord (w/encl.)
R.M. Pascucci (w/encl.)

City of San Antonio
 Dos Rios Facility
 Solids Handling Facilities - Contract 4B-1

BID TABULATION

Bidder Item	Pizzagalli Construction Company	CBI NA-CON Inc.	Fru-Con Construction Company	F&E Erection Company
1	\$7,575,700	\$8,014,000	\$8,601,800	\$9,294,619
2	396,000	470,700	415,800	433,080
3	264,000	363,000	359,700	328,900
4	124,000	152,000	126,800	128,000
5	141,000	150,000	149,700	153,000
6	32,000	36,000	35,600	36,000
7	42,000	48,000	48,600	48,720
8	6,000	3,000	4,800	2,250
9	1,250	1,500	2,300	3,100
10	16,000	5,800	12,400	12,800
11	2,500	2,700	4,600	5,800
12	1,250	3,500	4,000	3,750
13	1,750	1,701(a)	2,100	4,060
14	1,500	3,600	5,400	4,500
15	4,000	8,400	2,000	2,480
16	12,000	12,600	12,300	7,380
17	25,000	35,000	40,000	37,500
18	8,000	10,700	11,000	7,400
19	5,000	4,300	3,200	3,500
20	1,050	499.50(b)	900	870
21	2,000	2,700	2,000	2,350
22	8,000	55,200	40,000	72,000
UNOFFICIAL TOTAL	\$8,670,000	\$9,384,900.50	\$9,885,000	\$10,592,059

NOTE:

- (a) Extension to Computed Total erroneously carried as \$1,700.00 }
 (b) Extension to Computed Total erroneously carried as \$ 500.00 } Net increase applied to Unofficial Total

ATTACHMENT B

EXHIBIT A
SCOPE OF WORK

PROJECT DESCRIPTION

This PROJECT consists of facilities to accommodate twelve (12) belt press machines for sludge dewatering to be supplied by the City of San Antonio. Facilities include: an open-sided steel frame structure with canopy type roof; sludge storage tank; sludge day tanks; dry and liquid polymer systems; sludge cake conveyor system; open-sided steel frame structure for sludge cake storage and loading; along with associated piping, mechanical, electrical, instrumentation and site work; and installation of the belt press machines.

PROGRAM MANAGEMENT SUPPORT

The City of San Antonio engaged 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. The PD VA Group shall serve as a Program-wide information source to act at the direction of the OWNER.

Official correspondence and communications between the OWNER, the Construction Contractor, and the DESIGN ENGINEER, shall be coordinated by and through the PD VA Group. The PD VA Group is the primary point of contact for the Construction Contractor at the construction site. The PD VA Group may also perform other management support activities as directed by the OWNER.

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.

EXHIBIT B

COMPENSATION FOR PROFESSIONAL ENGINEERING SERVICES

SECTION 1 - BASIS OF COMPENSATION

1.1 For the services performed under this contract, the CONSULTANT shall be compensated on the basis of salary cost times a multiplier of 2.4 and reimbursement for non-labor expenses including CONSULTANT and OWNER'S representative(s) project travel and related expenses, and subcontract expense at invoice cost plus a ten percent (10%) service charge.

1.2 "Salary Cost" as used herein is defined as the direct salary paid to principals, engineers, architects, draftsmen, stenographers, clerks, laborers, etc. directly chargeable to the project, plus payroll burden (Social Security contributions, Federal and State unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, premium and incentive pay, sick leave, vacation and holiday pay) applicable thereto.

1.3 It is understood and agreed that the total compensation stated herein is a target budget amount established by the OWNER and that the CONSULTANT will perform the services required hereby in a manner that in CONSULTANT's best judgement will meet the established budget.

1.4 Should OWNER, during the performance of such services, determine that services performed are insufficient or in excess of OWNER's expectations, appropriate adjustments may be made by the OWNER at it's discretion upon written notification to CONSULTANT.

1.5 The total compensation shall not be exceeded without a written authorization by the OWNER. A change of work scope is not a prerequisite for said authorization. At such times as the CONSULTANT determines that the total reimbursable costs for a defined work element will exceed or be significantly less than the authorized compensation established, the CONSULTANT will notify the OWNER. The CONSULTANT 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 CONSULTANT shall continue with all of the defined work elements until the total compensation authorized for this Contract is reached. At that time, the CONSULTANT will discontinue his efforts on this Contract until additional funds are authorized. The total compensation authorized under this Contract is \$315,000.

SECTION 2 - PAYMENTS

2.1 The CONSULTANT shall submit to the OWNER a monthly statement of charges expended during the previous month. The OWNER shall make prompt monthly payments to the CONSULTANT.

CONTRACT AMENDMENT NO. 1

The contract entered into the 12th day of September 1985 at 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 under the State Laws of New York, hereinafter referred to as the "ENGINEER", for development and production of design drawings, specifications and cost estimates for the Dos Rios Contract 5, Solids Handling Facility is now amended as follows:

I. The first paragraph of the Contract is revised by changing "Contract 5" to Contract 4B-1.

II. EXHIBIT A - SCOPE OF SERVICES

1. Exhibit A is hereby revised by the following modifications and additions:

- TASK 302 PREPARATION OF CONTRACT DOCUMENTS: Add the following at the end of the first paragraph. "Contract documents shall include specifications for vehicles necessary to load and transport the sludge and maintenance vehicles; dry polymer system with the capability of pumping a solution to the existing polymer building."
- TASK 302-10 AWARD RECOMMENDATION: Add the following at the end of the last sentence. "including necessary trips and meetings; research of similar competitive bids; review of operating and performance data; and analysis and comparison of selected machine data for competitive manufacturers presses."
- Add TASK 302-11 CHANGE ORDERS: The DESIGN ENGINEER shall prepare change orders for work under existing construction contracts based on interfacing requirements of this construction contract.

III. EXHIBIT C - COMPENSATION FOR PROFESSIONAL ENGINEERING SERVICES

Exhibit C is hereby amended as follows:

Section 1.1: Amount shown in line three is changed to \$531,700.

Section 1.2: Amounts shown in lines one and six are changed to \$456,000.

Section 1.3: Amounts shown in lines one and eight are changed to \$75,500.

Section 2.1: Amount shown in line twelve is changed to \$456,000.

IV. It is agreed and understood that this Contract Amendment No. 1 reflects full compensation of time and money for the work described herein.

This Contract Amendment No. 1 is subject to and governed by the existing terms and conditions as agreed to by the parties in the September 12, 1985, original contract and those terms and conditions are incorporated herein as if restated in this Contract Amendment No. 1.

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 ENGINEER, acting by the hand of _____ thereunto duly authorized _____
does now sign, execute and deliver this instrument.

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

Malcolm Pirnie, Inc.

By: REFERENCE COPY ONLY

ATTEST:

CITY OF SAN ANTONIO

REFERENCE COPY ONLY
City Clerk

By: REFERENCE COPY ONLY
City Manager

REFERENCE COPY ONLY

THE STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared _____, known to me to be person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed in and in the capacity therein stated.

Given under my hand and seal of office on this the _____ day of _____, A.D. 19__.

Notary Public in and for Bexar County, Texas

THE STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed in and in the capacity therein stated.

Given under my hand and seal of office on this the _____ day of _____, A.D. 19__.

Notary Public in and for _____ County, _____

REFERENCE COPY ONLY

CONSTRUCTION CONTRACT

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

THIS AGREEMENT, made this the _____ day of _____,
19____, by and between THE CITY OF SAN ANTONIO,
hereinafter called "OWNER", and _____

with legal address and principal place of business at

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: Solids Handling Facilities, Dos Rios Facility 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.

00500-1

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 _____ thereunto duly authorized _____ does now sign, execute and deliver this instrument.

DONE at San Antonio, Texas, on the _____ day of _____, A.D., 19____.

CITY OF SAN ANTONIO

BY: REFERENCE COPY ONLY

City Manager

REFERENCE COPY ONLY

ATTEST: _____
City Clerk

REFERENCE COPY ONLY

Contractor _____

BY: _____

(Seal if Contract is
with corporation)

Title

ATTEST: _____
Secretary

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 _____
and additional sources which in combination are adequate to cover the
cost of this Contract.

Date

REFERENCE COPY ONLY

Signed

Title

REFERENCE COPY ONLY

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public for said County and State, on this day personally appeared _____; 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 _____ day of _____, A. D., _____.

NOTARY PUBLIC IN AND FOR _____
COUNTY, _____

My commission expires the _____ day of _____, 198__.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public for said County and State, on this day personally appeared _____; 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 _____, a 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 _____ day of _____, A. D., _____.

NOTARY PUBLIC IN AND FOR _____
COUNTY, _____

My commission expires the _____ day of _____, 198__.

CONSTRUCTION AND POST CONSTRUCTION PHASE
PROFESSIONAL ENGINEERING SERVICES CONTRACT

REFERENCE COPY ONLY

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 4B-1.

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 Work."

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 twenty-five (25) 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 September 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 (6) 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.

3.5 Should the conditions arise which, in the opinion of the OWNER, make it advisable or necessary, that the DESIGN ENGINEER cease work under this Agreement, or should the DESIGN ENGINEER at any time, in the reasonable opinion of the OWNER, fail or refuse to prosecute the work efficiently, promptly or with diligence, the OWNER may terminate this Agreement upon written notice to the DESIGN ENGINEER. Upon receipt of such notice, the DESIGN ENGINEER will immediately discontinue further work under this Agreement. In case of termination without OWNER ultimately proving fault of the DESIGN ENGINEER, the DESIGN ENGINEER shall be paid all amounts due for contractual commitments which cannot be cancelled within a reasonably short period of time after such termination date. If the termination is occasioned by the proven fault of the DESIGN ENGINEER, the DESIGN ENGINEER shall be entitled to payment of allowable cost incurred for work deemed acceptable to the OWNER that had been accomplished in accordance with the Agreement through the date of termination.

Upon receipt of written notice from the OWNER to discontinue work the DESIGN ENGINEER shall discontinue work under the Agreement immediately. In the event the OWNER terminates the Agreement based upon the OWNER's reasonable opinion the DESIGN ENGINEER has failed or refused to prosecute the work efficiently, promptly or with diligence, the DESIGN ENGINEER shall have ten (10) days from the receipt of written notification by OWNER to cure such failure to perform in accordance with the terms of this Agreement.

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 6.2.4.

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 \$2,000,000 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:

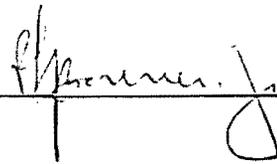
7.1.1 Exhibit A, "Scope of Work" consisting of seven (7) pages.

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__.

By: 

ATTEST:

CITY OF SAN ANTONIO

REFERENCE COPY ONLY

REFERENCE COPY ONLY

City Clerk

By: _____
City Manager

EXHIBIT A
SCOPE OF SERVICES

PROJECT DESCRIPTION

This Project consists of facilities to accommodate twelve (12) belt press machines for sludge dewatering to be supplied by the City of San Antonio. Facilities include: an open-sided steel frame structure with canopy type roof; sludge storage tank; sludge day tanks; dry and liquid polymer systems; sludge cake conveyor system; open-sided steel frame structure for sludge cake storage and loading; along with associated piping, mechanical, electrical, instrumentation and site work; and installation of the belt press machines.

PROGRAM MANAGEMENT SUPPORT

The City of San Antonio engaged 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. The PD VA Group shall serve as a Program-wide information source to act at the direction of the OWNER.

The OWNER will provide construction management services for overall management of this construction project. The OWNER or his designated representative 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) INTEGRATED MANAGEMENT PROGRAM (IMP)

The DESIGN ENGINEER shall respond to requests 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 PD VA Group 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 OWNER or his designated representative 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 OWNER or his designated representative 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 OWNER or his designated representative any observed Contractor non-compliance and actions taken by the DESIGN ENGINEER and Contractor to remedy non-compliance. The DESIGN ENGINEER shall assist the OWNER or his designated representative as required.

TASK 507 (D) CONSTRUCTION SCHEDULE

The DESIGN ENGINEER shall review the Schedule submitted by the Construction Contractor and provide comments to the OWNER or his designated representative.

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 OWNER or his designated representative.

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 OWNER or his designated representative and note the deficiencies in the daily report. The DESIGN ENGINEER shall consult with the Contractor and OWNER or his designated representative 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 OWNER or his designated representative during construction, participate in weekly on-site progress meetings with the OWNER or his designated representative, and submit daily reports to the OWNER or his designated representative.

The DESIGN ENGINEER shall provide observation of the Contractor's on-site construction activities and notify the Contractor, and OWNER or his designated representative 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 OWNER or his designated representative 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 OWNER or his designated representative.

TASK 510 (D) EQUIPMENT TESTING

The DESIGN ENGINEER shall witness equipment shop tests and field tests as required by the Construction Documents and Purchase Order Documents. The DESIGN ENGINEER is responsible for review and comment on the Contractor's and Belt Press Supplier's procedures for start-up testing and for notifying the OWNER or his designated representative 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 OWNER or his designated representative 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 respective Contract Documents. Such certification shall not release the Contractor's or Belt Press Supplier's responsibilities under the respective Contract Documents.

TASK 511 (D) INTERPRETATION OF CONTRACT DOCUMENTS

The DESIGN ENGINEER shall respond to the OWNER or his designated representative 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 apparent and submit to the OWNER or his designated representative.

The DESIGN ENGINEER shall notify the OWNER or his designated representative of issues, to that point, unresolved despite the best efforts of the DESIGN ENGINEER. The DESIGN ENGINEER will assist the OWNER or his designated representative 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 OWNER or his designated representative and prepare cost estimates for review and resolution of the claim.

TASK 514 (D) FIELD CLARIFICATION REQUESTS AND CHANGE ORDERS

The DESIGN ENGINEER shall notify the OWNER or his designated representative of any changes or alterations believed to be in the OWNER's best interest. The DESIGN ENGINEER shall provide the OWNER or his designated representative 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 the OWNER or his designated representative, 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 OWNER or his designated representative. The DESIGN ENGINEER shall transmit the approved Contractor Payment Request to the OWNER or his designated representative 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 OWNER or his designated representative. 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 Document. Cost for evaluation of substitutes shall be documented to the OWNER or his designated representative to allow OWNER charge to the Contractor.

The DESIGN ENGINEER shall transmit all accepted shop drawings to the OWNER or his designated representative 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's 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 OWNER or his designated representative 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 OWNER or his designated representative. 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 attend the Grant Final Observation.

TASK 606 (D) ONE YEAR PERFORMANCE REPORT

The DESIGN ENGINEER shall receive one year performance report input from other participants. The DESIGN ENGINEER shall prepare draft and final one year performance reports which will be prepared in accordance with Texas Development Water Board Project Performance policy in effect at the beginning of the one year performance period. Report shall make recommendation to the 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.

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 \$560,000. 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 \$487,380 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 \$487,380 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 1.50; 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 \$72,620 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 \$72,620 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 is 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 \$487,380.

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.

PROFESSIONAL ENGINEERING SERVICES CONTRACT

REFERENCE COPY ONLY

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

CONTRACT FOR

Construction and Post Construction Phase Professional Services as set forth herein for the construction of Category No. 1, Dos Rios Facility, Contract 4B-1.

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 the PD-VA Group, a Joint Venture of Pape-Dawson, Inc. and Vickrey & Associates, Inc., private corporations, chartered under the State laws of Texas, acting by and through their designated officers pursuant to their by-laws or a resolution of their Board of Directors, hereinafter termed "CONSULTANT", 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 CONSULTANT pursuant to their by-laws or a resolution of their Board of Directors for services hereinafter set forth in connection with the above designated PROJECT for the City of San Antonio.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 General

CONSULTANT shall perform professional services as hereinafter stated during construction and post-construction for Category No. 1, Dos Rios Facility, Contract 4B-1 (PROJECT). It is understood that the CONSULTANT while contributing to the management and review of the design did not have engineering responsibility for the design. The CONSULTANT shall provide construction and post construction phase professional services as described in the SCOPE OF WORK (Exhibit A).

The CONSULTANT is the primary point of contact for the Construction Contractor at the construction site.

It is the responsibility of the CONSULTANT to assist the OWNER in the completion of the PROJECT in accordance with the Contract Documents.

1.2 Scope of Work

The services to be rendered by the CONSULTANT shall include all services required to complete the tasks described in EXHIBIT A, "SCOPE OF WORK."

1.3 Responsibilities

1.3.1 The observations made by the CONSULTANT as part of their services shall not relieve the Construction Contractor of an obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the Construction Contractor of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

The CONSULTANT has not been retained or compensated to provide construction observation or review services relating to the Contractors' safety precautions or to means, methods, techniques, sequences, or procedures required for the Construction Contractor to perform the Contractors' work. The Construction Contractor alone is responsible for the performance of the construction contract.

1.3.2 That recommendations by the CONSULTANT to the OWNER for periodic construction progress payments to the Construction Contractor are based on the CONSULTANT'S knowledge, information, and belief from observation that the quality and quantity of work represented by the recommendation is generally in accordance with the intent of the Contract Documents, but such recommendations shall not be deemed to represent that exhaustive examinations of the work have been made by CONSULTANT to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents nor that the final work will be acceptable in all respects.

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall:

2.1 Assist CONSULTANT by placing at his disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

2.2 Furnish to CONSULTANT, as required for performance of CONSULTANT's services, standard procedures for performance of subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; and other special data or consultations not covered in Exhibit A, "Scope of Work".

2.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.

2.4 Examine all studies, reports, sketches, design drawings, specifications, proposals and other documents presented by CONSULTANT; obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

2.5 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.

2.6 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 CONSULTANT's services.

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

2.8 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 CONSULTANT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT. The services of the CONSULTANT under this Contract are to commence upon receipt of written authorization to proceed from the OWNER and proceed continuously for twenty-five (25) months, unless a written mutually agreed to extension is executed by the OWNER and CONSULTANT.

3.2 If OWNER has requested significant modifications or changes in the extent or the time of performance of CONSULTANT's services of the PROJECT, the various components of compensation to the CONSULTANT shall be adjusted appropriately.

3.3 If OWNER fails to provide written authorization to proceed with the Services described in Exhibit A by August 1, 1986, the CONSULTANT's compensation described in Exhibit B, "Compensation for Professional Services", shall be subject to renegotiation.

3.4 If CONSULTANT's services are delayed or suspended in whole or in part by OWNER for more than six (6) cumulative months for reasons beyond CONSULTANT's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

3.5 Should the conditions arise which, in the opinion of the OWNER, make it advisable or necessary, that the CONSULTANT cease work under this Agreement, or should the CONSULTANT at any time, in the reasonable opinion of the OWNER, fail or refuse to prosecute the work efficiently, promptly or with diligence, the OWNER may terminate this Agreement upon written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT will immediately discontinue further work under this Agreement. In case of termination without OWNER ultimately proving fault of the CONSULTANT, the CONSULTANT shall be paid all amounts due for contractual commitments which cannot be cancelled within a

reasonably short period of time after such termination date. If the termination is occasioned by the proven fault of the CONSULTANT, the CONSULTANT shall be entitled to payment of allowable cost incurred for work deemed acceptable to the OWNER that had been accomplished in accordance with the Agreement through the date of termination.

Upon receipt of written notice from the OWNER to discontinue work the CONSULTANT shall discontinue work under the Agreement immediately. In the event the OWNER terminates the Agreement based upon the OWNER's reasonable opinion the CONSULTANT has failed or refused to prosecute the work efficiently, promptly or with diligence, the CONSULTANT shall have ten (10) days from the receipt of written notification by OWNER to cure such failure to perform in accordance with the terms of this Agreement.

SECTION 4 - PAYMENT TO CONSULTANT

4.1 Methods of Payment for Services and Expenses of CONSULTANT

OWNER shall pay CONSULTANT for services rendered under Section 1 (as defined by EXHIBIT A, "SCOPE OF WORK") in accordance with the provisions of EXHIBIT B, "COMPENSATION FOR PROFESSIONAL SERVICES".

4.2 AUDIT: ACCESS TO RECORDS

4.2.1 The CONSULTANT 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 CONSULTANT shall also maintain the financial information and data used by the CONSULTANT 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 CONSULTANT will provide proper facilities for such access and inspection.

4.2.2 The CONSULTANT agrees to include the same audit paragraphs of this Contract in all his contracts and all 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 CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to this clause, provided that the CONSULTANT 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 CONSULTANT.

SECTION 5 - GENERAL CONSIDERATIONS

5.1 Reuse of Documents

All documents prepared by CONSULTANT pursuant to this Agreement are instruments of service in respect of this PROJECT. They are not intended or presented to be suitable for reuse by the OWNER or others on extensions of this PROJECT or on any other project. Any reuse without written verification and adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

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 CONSULTANT 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 CONSULTANT 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. 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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 two private corporations composing the CONSULTANT 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. CONSULTANT 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 6.2.3 through 6.2.5.

The CONSULTANT shall submit evidence at time of execution of this document that the two private corporations each have in full force and effect the following insurance:

6.2.1 Professional Liability - errors and omissions insurance in an amount of not less than \$1,000,000, 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 two private corporations of the CONSULTANT 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 CONSULTANT; 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. The total liability of the two private corporations of the CONSULTANT to the OWNER under this provision shall in no event exceed the amount of the total compensation received by CONSULTANT for services hereunder.

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 6 pages.

7.1.2 EXHIBIT B, "COMPENSATION FOR PROFESSIONAL SERVICES" consisting of 1 page.

7.2 This Agreement (consisting of pages 1 to 8, inclusive), together with the EXHIBITS identified above constitute the entire Agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said EXHIBITS 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 CONSULTANT, acting by the hands of Eugene H. Dawson and William D. Vandertulip thereunto duly authorized representatives do now sign, execute and deliver this instrument.

DONE at San Antonio, Texas, on this _____ day of _____,

A.D., 19__.

Pape-Dawson, Inc.

Vickrey & Associates, Inc.

By:

Eugene H. Dawson

By:

William D. Vandertulip

ATTEST:

CITY OF SAN ANTONIO

REFERENCE COPY ONLY

City Clerk

By:

REFERENCE COPY ONLY

City Manager

ATTACHMENT I

CONSTRUCTION CONTRACT - DOS RIOS WASTEWATER TREATMENT PLANT CONTRACT NO.
4B-1, SOLIDS HANDLING FACILITIES

This Ordinance appropriates funds and authorizes the City Manager to award a Construction Contract to Pizzagalli Construction Company, a non-minority contractor, for the construction of the Dos Rios Wastewater Treatment Contract No. 4B-1 in the amount of \$8,670,000.00 with an additional \$86,700.00 for a miscellaneous construction contingency and authorizes a contract for Construction and Post Construction Phase Professional Design Engineering Services with Malcolm Pirnie, Inc. in the amount of \$560,000.00 and authorizes a contract for Construction and Post Construction Phase Management Services with the P.D.-V.A. Group in the amount of \$315,000.00 and establishes a Miscellaneous Professional Services Contingency in the amount of \$87,500.00. Additionally, this Ordinance authorizes Design Contract Amendment #1 with Malcolm Pirnie, Inc. for the amount of \$31,700.00.

The above construction is the fifth of five planned contracts for the construction of a new wastewater treatment facility located south of the City, at the confluence of the Medina and San Antonio Rivers. This contract will consist of constructing a facility to house and operate twelve (12) belt filter presses, installation of the twelve belt filter presses, construction of various sludge storage tanks, providing and installing a sludge cake conveyor system, and all related piping, mechanical, electrical, instrumentation, and related site work.

It is recommended that this Ordinance be approved.

Construction Contract - Dos Rios Wastewater
Treatment Plant Contract No. 4B-1, Solids
Handling Facility

-2-

June 20, 1986

<u>Appropriation Disbursement</u>	<u>Amount</u>
1) Construction Contract - Pizzagalli Construction Co., Index Code 532903.	\$8,670,000.00
2) Construction Contingency, Index Code 532911.	\$ 86,700.00
3) Construction and Post Construction Phase Engineering Services - Malcolm Pirnie, Inc., Index Code 532804.	\$ 560,000.00
4) Construction and Post Construction Phase Management Services - P.D-V.A. Group, Index Code 532812.	315,000.00
5) Professional Services Contingency, Construction and Post Construction Phase, Index Code 532820.	\$ <u>87,500.00</u>
GRAND TOTAL	\$9,719,200.00 =====

The sum of \$31,700.00 is authorized to be transferred from Index Code 532739 Miscellaneous Engineering Contingency to Index Code 532721 Engineering Contract, in Project No. 52-009111, for Contract Amendment #1, payable to Malcolm Pirnie, Inc. Said payment shall cover the increase in the consultants scope of services performed during the design phase.

SUPPLEMENTARY COMMENTS:

Final plans and specifications were completed by Malcolm Pirnie, Inc. whose estimated construction cost was \$9.4 million. Bids were opened on April 2, 1986 with the following bidders responding:

<u>Bid Amount</u>	<u>Bidder</u>
\$ 8,670,000.00	Pizzagalli Construction Company
* \$ 9,384,900.50	CBI NA-CON, Inc.
\$ 9,885,000.00	Fru-Con Construction Corporation
\$10,592,059.00	F&E Erection Company

June 20, 1986

- * The bid of CBI NA-CON, Inc. contained two (2) minor discrepancies, which are a result of errors in the extension of costs. Those errors did not effect the contractors placement as second low bidder.

Contract award will be to the low bidder, Pizzagalli Construction Company, and all other bids received are rejected. The contract will allow for three hundred and sixty-five (365) consecutive calendar days for the completion of this project.

The following items are set out as attachments:

<u>Item</u>	<u>Description</u>
A	Engineers Recommendation
B	Bid Tabulation
C	Low Bidder's Bid Proposal
D	Construction Contract
E	Construction and Post Construction Contract - Malcolm Pirnie, Inc.
F	Construction and Post Construction Contract - P.D.-V.A. Group
G	Contract Amendment #1 --Malcolm Pirnie, Inc.



Gregory J. Kuchy, P.E.
ASSISTANT DIRECTOR OF WASTEWATER
MANAGEMENT

GJK:jac

Attachments

APPROVED:



Louis J. Fox
CITY MANAGER

CONTRACT AMENDMENT NO. 1

The contract entered into the 12th day of September 1985 at 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 under the State Laws of New York, hereinafter referred to as the "ENGINEER", for development and production of design drawings, specifications and cost estimates for the Dos Rios Contract 5, Solids Handling Facility is now amended as follows:

I. The first paragraph of the Contract is revised by changing "Contract 5" to Contract 4B-1.

II. EXHIBIT A - SCOPE OF SERVICES

1. Exhibit A is hereby revised by the following modifications and additions:

- TASK 302 PREPARATION OF CONTRACT DOCUMENTS: Add the following at the end of the first paragraph. "Contract documents shall include specifications for vehicles necessary to load and transport the sludge and maintenance vehicles; dry polymer system with the capability of pumping a solution to the existing polymer building."

- TASK 302-10 AWARD RECOMMENDATION: Add the following at the end of the last sentence. "including necessary trips and meetings; research of similar competitive bids; review of operating and performance data; and analysis and comparison of selected machine data for competitive manufacturers presses.

- Add TASK 302-11 CHANGE ORDERS: The DESIGN ENGINEER shall prepare change orders for work under existing construction contracts based on interfacing requirements of this construction contract.

III. EXHIBIT C - COMPENSATION FOR PROFESSIONAL ENGINEERING SERVICES

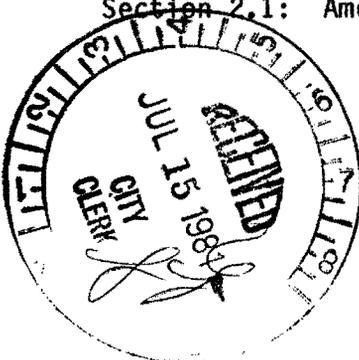
Exhibit C is hereby amended as follows:

Section 1.1: Amount shown in line three is changed to \$531,700.

Section 1.2: Amounts shown in lines one and six are changed to \$456,000.

Section 1.3: Amounts shown in lines one and eight are changed to \$75,500.

Section 2.1: Amount shown in line twelve is changed to \$456,000.



6/86

Ord 63182
July 3, 1986

IV. It is agreed and understood that this Contract Amendment No. 1 reflects full compensation of time and money for the work described herein.

This Contract Amendment No. 1 is subject to and governed by the existing terms and conditions as agreed to by the parties in the September 12, 1985, original contract and those terms and conditions are incorporated herein as if restated in this Contract Amendment No. 1.

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 ENGINEER, acting by the hand of R.F. Bonner 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. Bonner

ATTEST:

CITY OF SAN ANTONIO

[Signature]
City Clerk

By: [Signature]
City Manager

THE STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared S. Marcus Johns, Asst. City Mgr., known to me to be person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed in and in the capacity therein stated.

Given under my hand and seal of office on this the 14th day of July, 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



THE STATE OF Virginia
City
COUNTY OF Newport News

Before me, the undersigned authority, on this day personally appeared Robert F. Bonner, Jr., known to me to be person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed in and in the capacity therein stated.

Given under my hand and seal of office on this the 25 day of June, A.D. 1986.

Patricia L. Long
Notary Public in and for State of Virginia at Large
County, _____
My Commission expires 2-13-89

Blumen

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
1986 JUL 17 AM 8 21

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

WORK PROJECT AUTHORIZATION

TO: Pizzagalli Construction Co.
P.O. Box 21606
San Antonio, Texas 78221

DATE: July 16, 1986

- I. You are hereby notified that you are authorized to begin work on the project as described herein as of the date of this letter in accordance with your Proposal submitted to the City of San Antonio dated April 2, 1986 in the amount of \$8,670,000.
- II. Please notify Mr. Ken Mahaffey, PD VA Group, 824-9494 if the above date is not the date on which you plan to commence work.
- III. Your attention is called to the fact that you have a period of 365 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,

J. H. R. [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 63182
7-3-86

63182

5900

CITY OF SAN ANTONIO		For CMD use only	
Request For Ordinance/Resolution		Date Considered	Individual <input type="checkbox"/>
Request For Ordinance/Resolution		Form No.	Ord. No.

Date: June 20, 1986	Department: Wastewater Management	Contact Person/Phone #: David J. Iugo 270-4422
Date Council Consideration Requested: July 3, 1986	Deadline for Action: July 3, 1986	Dept. Head Signature: <i>Augustine J. Hurdley</i>

SUMMARY OF ORDINANCE

CONSTRUCTION CONTRACT - DOS RIOS WASTEWATER TREATMENT PLANT CONTRACT NO. 4B-1, SOLIDS HANDLING FACILITIES

(SEE ATTACHMENT I FOR SUMMARY)

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. 52 Amt. Expended \$9,719,200.00

Activity No. 52-01-01 SID No. Unavailable

Index Code * Project No. 009111

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. _____

NON-APPLICABLE

Comments:

* See Financial Impact for Index Codes

JUN 24 1986

RECEIVED CITY MANAGE. BUREAU

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

Interdepartment Correspondence Sheet

AGENDA ITEM NO. 59

TO: City Council

FROM: Director of Wastewater Management

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

SUBJECT: CONSTRUCTION CONTRACT - DOS RIOS WASTEWATER TREATMENT PLANT CONTRACT NO. 4B-1, SOLIDS HANDLING FACILITIES

Date June 20, 1986SUMMARY AND RECOMMENDATION:

This Ordinance appropriates funds and authorizes the City Manager to award a Construction Contract to Pizzagalli Construction Company, a non-minority contractor, for the construction of the Dos Rios Wastewater Treatment Contract No. 4B-1 in the amount of \$8,670,000.00 with an additional \$86,700.00 for a miscellaneous construction contingency and authorizes a contract for Construction and Post Construction Phase Professional Design Engineering Services with Malcolm Pirnie, Inc. in the amount of \$560,000.00 and authorizes a contract for Construction and Post Construction Phase Management Services with the P.D.-V.A. Group in the amount of \$315,000.00 and establishes a Miscellaneous Professional Services Contingency in the amount of \$87,500.00. Additionally, this Ordinance authorizes Design Contract Amendment #1 with Malcolm Pirnie, Inc. for the amount of \$31,700.00.

The above construction is the fifth of five planned contracts for the construction of a new wastewater treatment facility located south of the City, at the confluence of the Medina and San Antonio Rivers. This contract will consist of constructing a facility to house and operate twelve (12) belt filter presses, installation of the twelve belt filter presses, construction of various sludge storage tanks, providing and installing a sludge cake conveyor system, and all related piping, mechanical, electrical, instrumentation, and related site work.

It is recommended that this Ordinance be approved.

POLICY ANALYSIS:

Approval of this Ordinance will continue City Council policy to upgrade the wastewater facilities system in accordance with the Capital Improvements Program and Regulatory Agency requirements, as required by the Clean Water Act.

FINANCIAL IMPACT:

This is a one-time Capital Improvements expenditure and is a budgeted item. Funds are appropriated from the fund balance of the Sewer Bond Fund, Fund 52-009 to the Dos Rios Wastewater Treatment Plant Contract 4B-1, Project No. 52-009111 in the amount of \$9,719,200.00 with the disbursement of funds delineated below:

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

CONSTRUCTION CONTRACT

1986 JUL 17 AM 8 21

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

THIS AGREEMENT, made this the _____ day of _____,
19____, by and between THE CITY OF SAN ANTONIO,
hereinafter called "OWNER", and _____

Pizzagalli Construction Company

with legal address and principal place of business at

50 Joy Drive - P. O. Box 2009

So. Burlington, VT

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: Solids Handling Facilities, Dos Rios Facility 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 - dated February, 1986 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.

J&C
see attached

J&C

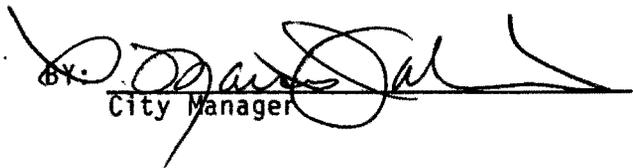
The OWNER agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions as provided in the GENERAL CONDITIONS of the Contract and to make payments on account thereof as provided in Article 39, "Progress Payments", of the GENERAL CONDITIONS.

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 Thomas E. Chase thereunto duly authorized Vice President does now sign, execute and deliver this instrument.

DONE at San Antonio, Texas, on the 16th day of July, A.D., 1986.

CITY OF SAN ANTONIO

BY: 
City Manager

ATTEST: 
City Clerk

Pizzagalli Construction Company

Contractor

BY: Thomas E. Chase
Thomas E. Chase

Vice President

Title

(Seal if Contract is
with corporation)

ATTEST:
Assistant Secretary

[Signature]

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 52-009121 and additional sources which in combination are adequate to cover the cost of this Contract.

16 July 1986
Date

Carl E. White
Signed

Finance Director
Title

STATE OF Texas

COUNTY OF Bexar

BEFORE ME, the undersigned, a Notary Public for said County and State, on this day personally appeared J. Marcus Johns, Asst. City Mgr., known to me (or proved to me on the oath of J. Marcus Johns, Asst. City Mgr.) 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 16th day of July, A. D., 1986.

Mary Lou Rodriguez
NOTARY PUBLIC IN AND FOR _____
COUNTY, _____

MARY LOU RODRIGUEZ
Notary Public, State of Texas
My Commission Expires July 30, 1988

My commission expires the _____ day of _____, 198__.

STATE OF Vermont

COUNTY OF Chittenden

BEFORE ME, the undersigned, a Notary Public for said County and State, on this day personally appeared Thomas E. Chase, 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 Pizzagalli Construction Company, a 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 Tenth day of July, A. D., 1986

Colleen A. McLaughlin
NOTARY PUBLIC IN AND FOR Chittenden
COUNTY, Vermont



My commission expires the 10th day of February, 1987.

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 CONSULTANT, acting by the hands of Eugene H. Dawson and William D. Vandertulip thereunto duly authorized representatives do now sign, execute and deliver this instrument.

DONE at San Antonio, Texas, on this 17th day of July,
A.D., 1986.

Pape-Dawson, Inc.

Vickrey & Associates, Inc.

By:

Eugene H. Dawson

By:

William D. Vandertulip, V.P.
William D. Vandertulip

ATTEST:

CITY OF SAN ANTONIO

Norme J. Rodriguez
City Clerk

By:

Marion J. [Signature]
City Manager

EXHIBIT A
SCOPE OF WORK

PROJECT DESCRIPTION

This PROJECT consists of facilities to accommodate twelve (12) belt press machines for sludge dewatering to be supplied by the City of San Antonio. Facilities include: an open-sided steel frame structure with canopy type roof; sludge storage tank; sludge day tanks; dry and liquid polymer systems; sludge cake conveyor system; open-sided steel frame structure for sludge cake storage and loading; along with associated piping, mechanical, electrical, instrumentation and site work; and installation of the belt press machines.

PROGRAM MANAGEMENT SUPPORT

The City of San Antonio engaged 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. The PD VA Group shall serve as a Program-wide information source to act at the direction of the OWNER.

Official correspondence and communications between the OWNER, the Construction Contractor, and the DESIGN ENGINEER, shall be coordinated by and through the PD VA Group. The PD VA Group is the primary point of contact for the Construction Contractor at the construction site. The PD VA Group may also perform other management support activities as directed by the OWNER.

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 CONSTRUCTION PHASE

TASK 501 PRECONSTRUCTION CONFERENCE

Issue notification of Preconstruction Conference to participants. Prepare information to be provided the Contractor at the conference, such as the Work Project Authorization, pay estimate forms, etc. Conduct and tape record the conference. Prepare and distribute a memorandum of the conference.

TASK 502 INITIATE IMP INVOLVEMENT

Monitor, review and comment to OWNER regarding initiation of the Integrated Management Program (IMP).

TASK 503 STATUS REPORTS

Prepare and submit to OWNER a monthly project status report, along with the status report from the DESIGN ENGINEER and photographs from the Contractor.

TASK 504 CONTRACTUAL COMPLIANCE

Investigate details of contractual non-compliance, and/or potential default or violations of the Construction Contract by Contractor. Compare actual conditions against the Contract Documents, develop alternatives to obtain contractual compliance and submit recommendation with supporting data to OWNER.

TASK 505 SUSPENSION OF WORK

Investigate details of instances which might lead to suspension of work and notify the OWNER. Make recommendation concerning suspension of work to the OWNER. Transmit any Suspension of Work Order insured by the OWNER to the Contractor. As applicable, notify Regulatory Agencies of Suspension Work Orders and provide details.

TASK 506 COMPLIANCE WITH ADMINISTRATIVE PROVISIONS OF CONTRACT

Monitor and review contract records for compliance by Contractor. Notify DESIGN ENGINEER and Contractor of violations or non-compliance. Recommend corrective action, which is consistent with Contract Documents, to the OWNER. Issue notification of the need for corrective actions and monitor corrective actions taken by the Contractor.

TASK 507 CONSTRUCTION SCHEDULE

Review the preliminary schedules submitted by the Contractor and provide comments. Upon submission of the critical path construction schedule by the Contractor, 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 the Contractor will be held as necessary to establish an acceptable critical path construction schedule.

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

TASK 508 CONSTRUCTION OBSERVATION

CONSULTANT shall designate a full time on-site individual as their Project Manager subject to approval by the OWNER. 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. Conduct weekly on-site project meetings and issue minutes of meetings. Keep OWNER informed of problems through the monthly status reports or by direct communication, when appropriate. 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. Issue weekly summary of project activities.

TASK 509 MATERIALS TESTING

Monitor results of materials testing and conduct spot checks for verification. Request recommendations for corrective action from DESIGN ENGINEER when materials test results indicate non-compliance with Contract Documents. Notify OWNER of non-compliance and obtain approval of corrective action from OWNER as appropriate. Maintain file of test reports.

TASK 510 EQUIPMENT TESTING

Coordinate attendance of participants at equipment testing. Monitor field testing of equipment installed. Coordinate activities of Operations and Maintenance IMP Consultant and Training IMP Consultant pertaining to equipment testing. Provide the DESIGN ENGINEER with comments on adequacy of equipment performance in accordance with the Contract Documents. Provide the Contractor with a list of deficiencies noted.

TASK 511 INTERPRETATION OF CONTRACT DOCUMENTS

Receive requests for interpretation from the Contractor. Technical interpretations shall be forwarded to the DESIGN ENGINEER. Review interpretation prepared by DESIGN ENGINEER for potential problems or claims. Prepare response to requests for administrative interpretations.

TASK 512 DISCREPANCIES AND ADDITIONAL DETAILS

Monitor the clarifications and additional details identified by the DESIGN ENGINEER. Inform OWNER of any problems or potential claims. Review issues which the DESIGN ENGINEER and Contractor cannot resolve and make a recommendation to the OWNER. Issue direction to the Contractor.

TASK 513 CLAIMS

Investigate details, analyze data, and make recommendation to OWNER on potential claims by the Contractor. Provide services in support of negotiations or prior to litigation including assistance in strategy discussions and settlement negotiations. As applicable, prepare appropriate documents based on resolution of claims.

TASK 514 FIELD CLARIFICATION REQUESTS AND CHANGE ORDERS

Assess appropriateness and notify OWNER of proposed Change Orders and significant field alterations. Conduct Change Order negotiation sessions. Coordinate execution of the Change Order document. Monitor contract costs and delays and systematically track status of change orders for initiation through payment.

TASK 515 PROGRESS PAYMENTS

Review and approve progress payment requests for the DESIGN ENGINEER and Contractor and transmit to OWNER. Monitor progress payments from OWNER. Prepare requests for reimbursement and submit to OWNER when appropriate.

TASK 516 SURVEYING

Observe the DESIGN ENGINEER's performance of surveying services and monitor the Contractor's surveying and layout. Distribute appropriate surveying data to affected parties. A log and documentation of all surveying data shall be maintained at the job site.

TASK 517 SHOP DRAWINGS AND SUBMITTALS

Review Contractor's submittal and equipment delivery schedule and resolve any problems. Maintain a log of submittals and shop drawings to monitor Contractor's submittals against schedule and DESIGN ENGINEER's response on submittals and shop drawings. Maintain a set of accepted shop drawings and distribute a copy to the Operations and Maintenance IMP Consultant.

TASK 518 MAINTENANCE OF PLAN OF RECORD

Monitor maintenance of Plan of Record.

TASK 519 O & M MANUALS

Take appropriate action to see that all construction manuals, submittals, guarantees and other literature are properly compiled and catalogued and transmit necessary data to the Operations and Maintenance IMP Consultant. Provide input in preparation of O&M Manual, as required. Review and make recommendation to OWNER on approval of O&M Manual.

TASK 520 PAYROLL RECORDS

Review Contractor's payroll records for compliance of labor provisions. Conduct required regulatory employee interviews. Submit records to OWNER on monthly basis. Recommend remedial action for enforcement of labor and wage regulations. Monitor Contractor's violation remedies.

TASK 521 CONDITIONAL APPROVAL

Coordinate and participate in the Conditional Approval observations and assist in the development of deficiency (punch list). Review Contract Documents and submittal records to determine if Contractor has submitted all required warranties, guarantees, spare parts, certifications, etc. Submit the DESIGN ENGINEER'S recommendation to the Contractor and OWNER with appropriate comments. Forward recommendation on Conditional Approval to OWNER.

TASK 600 POST CONSTRUCTION PHASE

TASK 601 START-UP

Provide available information to the Operations and Maintenance IMP Consultant for the start-up plan. Review start-up plan developed by the Operations and Maintenance IMP Consultant for OWNER and provide comments. Monitor schedule of final testing and test runs of equipment against the requirements of the Contractor as set forth in the Contract Documents. Observe start-up and provide any appropriate comments.

TASK 602 OPERATING PROCEDURES

Provide available information on operating procedures to the Operations and Maintenance IMP Consultant. Review procedures developed for the OWNER.

TASK 603 FINAL ACCEPTANCE

Monitor submission of records, documents, and materials for compliance with requirements in Contract Documents. Coordinate and participate in Final Acceptance observation. Review the recommendation on acceptance from the DESIGN ENGINEER and submit to OWNER with recommendations.

TASK 604 PLAN OF RECORD

Review Plan of Record Documents submitted by DESIGN ENGINEER for completeness and accuracy. Submit Plan of Record documents to OWNER.

TASK 605 RESERVED

TASK 606 ONE YEAR PERFORMANCE REPORT

Review One Year Performance Report as submitted by the DESIGN ENGINEER and provide any appropriate comments.

TASK 607 WARRANTY ITEMS

Monitor the schedule of warranty periods and notify OWNER one (1) month prior to the end of a warranty period. Develop list of required warranty repairs and notify DESIGN ENGINEER of items on list. Monitor repair of warranty items and notify OWNER when the DESIGN ENGINEER has certified that warranty repairs have been accomplished.

TASK 608 RESERVED

TASK 609 OPERATIONS BUDGET

Provide available information and assistance to the OWNER as required.

TASK 610 STAFFING

Provide available information for facility staffing requirements during the course of this Contract.

TASK 611 TRAINING PROGRAM

Provide available information to the Training IMP Consultant during the course of this Contract. Review training program developed for this Project and make recommendation to OWNER.

TASK 612 LABORATORY OPERATIONS

Provide input, as required for this Project, regarding laboratory operations. Review procedures developed by IMP Consultants for OWNER.

TASK 613 RESERVED

TASK 614 RESERVED

TASK 700 GENERAL CONSTRUCTION MANAGEMENT SUPPORT

When directed by the Director of Wastewater Management, provide additional management support tasks which may arise during construction but have not previously been listed in this Scope of Services.

EXHIBIT B

COMPENSATION FOR PROFESSIONAL ENGINEERING SERVICES

SECTION 1 - BASIS OF COMPENSATION

1.1 For the services performed under this contract, the CONSULTANT shall be compensated on the basis of salary cost times a multiplier of 2.4 and reimbursement for non-labor expenses including CONSULTANT and OWNER'S representative(s) project travel and related expenses, and subcontract expense at invoice cost plus a ten percent (10%) service charge.

1.2 "Salary Cost" as used herein is defined as the direct salary paid to principals, engineers, architects, draftsmen, stenographers, clerks, laborers, etc. directly chargeable to the project, plus payroll burden (Social Security contributions, Federal and State unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, premium and incentive pay, sick leave, vacation and holiday pay) applicable thereto.

1.3 It is understood and agreed that the total compensation stated herein is a target budget amount established by the OWNER and that the CONSULTANT will perform the services required hereby in a manner that in CONSULTANT's best judgement will meet the established budget.

1.4 Should OWNER, during the performance of such services, determine that services performed are insufficient or in excess of OWNER's expectations, appropriate adjustments may be made by the OWNER at it's discretion upon written notification to CONSULTANT.

1.5 The total compensation shall not be exceeded without a written authorization by the OWNER. A change of work scope is not a prerequisite for said authorization. At such times as the CONSULTANT determines that the total reimbursable costs for a defined work element will exceed or be significantly less than the authorized compensation established, the CONSULTANT will notify the OWNER. The CONSULTANT 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 CONSULTANT shall continue with all of the defined work elements until the total compensation authorized for this Contract is reached. At that time, the CONSULTANT will discontinue his efforts on this Contract until additional funds are authorized. The total compensation authorized under this Contract is \$315,000.

SECTION 2 - PAYMENTS

2.1 The CONSULTANT shall submit to the OWNER a monthly statement of charges expended during the previous month. The OWNER shall make prompt monthly payments to the CONSULTANT.

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 4B-1.

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 Work."

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.

*Ord 63182
7-3-86*

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 twenty-five (25) 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 September 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 (6) 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.

3.5 Should the conditions arise which, in the opinion of the OWNER, make it advisable or necessary, that the DESIGN ENGINEER cease work under this Agreement, or should the DESIGN ENGINEER at any time, in the reasonable opinion of the OWNER, fail or refuse to prosecute the work efficiently, promptly or with diligence, the OWNER may terminate this Agreement upon written notice to the DESIGN ENGINEER. Upon receipt of such notice, the DESIGN ENGINEER will immediately discontinue further work under this Agreement. In case of termination without OWNER ultimately proving fault of the DESIGN ENGINEER, the DESIGN ENGINEER shall be paid all amounts due for contractual commitments which cannot be cancelled within a reasonably short period of time after such termination date. If the termination is occasioned by the proven fault of the DESIGN ENGINEER, the DESIGN ENGINEER shall be entitled to payment of allowable cost incurred for work deemed acceptable to the OWNER that had been accomplished in accordance with the Agreement through the date of termination.

Upon receipt of written notice from the OWNER to discontinue work the DESIGN ENGINEER shall discontinue work under the Agreement immediately. In the event the OWNER terminates the Agreement based upon the OWNER's reasonable opinion the DESIGN ENGINEER has failed or refused to prosecute the work efficiently, promptly or with diligence, the DESIGN ENGINEER shall have ten (10) days from the receipt of written notification by OWNER to cure such failure to perform in accordance with the terms of this Agreement.

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 6.2.4.

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 \$2,000,000 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:

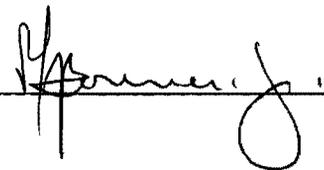
7.1.1 Exhibit A, "Scope of Work" consisting of seven (7) pages.

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__.

By:  _____

ATTEST:

CITY OF SAN ANTONIO

City Clerk

By:  _____
City Manager

EXHIBIT A
SCOPE OF SERVICES

PROJECT DESCRIPTION

This Project consists of facilities to accommodate twelve (12) belt press machines for sludge dewatering to be supplied by the City of San Antonio. Facilities include: an open-sided steel frame structure with canopy type roof; sludge storage tank; sludge day tanks; dry and liquid polymer systems; sludge cake conveyor system; open-sided steel frame structure for sludge cake storage and loading; along with associated piping, mechanical, electrical, instrumentation and site work; and installation of the belt press machines.

PROGRAM MANAGEMENT SUPPORT

The City of San Antonio engaged 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. The PD VA Group shall serve as a Program-wide information source to act at the direction of the OWNER.

The OWNER will provide construction management services for overall management of this construction project. The OWNER or his designated representative 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) INTEGRATED MANAGEMENT PROGRAM (IMP)

The DESIGN ENGINEER shall respond to requests 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 PD VA Group 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 OWNER or his designated representative 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 OWNER or his designated representative 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 OWNER or his designated representative any observed Contractor non-compliance and actions taken by the DESIGN ENGINEER and Contractor to remedy non-compliance. The DESIGN ENGINEER shall assist the OWNER or his designated representative as required.

TASK 507 (D) CONSTRUCTION SCHEDULE

The DESIGN ENGINEER shall review the Schedule submitted by the Construction Contractor and provide comments to the OWNER or his designated representative.

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 OWNER or his designated representative.

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 OWNER or his designated representative and note the deficiencies in the daily report. The DESIGN ENGINEER shall consult with the Contractor and OWNER or his designated representative 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 OWNER or his designated representative during construction, participate in weekly on-site progress meetings with the OWNER or his designated representative, and submit daily reports to the OWNER or his designated representative.

The DESIGN ENGINEER shall provide observation of the Contractor's on-site construction activities and notify the Contractor, and OWNER or his designated representative 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 OWNER or his designated representative 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 OWNER or his designated representative.

TASK 510 (D) EQUIPMENT TESTING

The DESIGN ENGINEER shall witness equipment shop tests and field tests as required by the Construction Documents and Purchase Order Documents. The DESIGN ENGINEER is responsible for review and comment on the Contractor's and Belt Press Supplier's procedures for start-up testing and for notifying the OWNER or his designated representative 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 OWNER or his designated representative 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 respective Contract Documents. Such certification shall not release the Contractor's or Belt Press Supplier's responsibilities under the respective Contract Documents.

TASK 511 (D) INTERPRETATION OF CONTRACT DOCUMENTS

The DESIGN ENGINEER shall respond to the OWNER or his designated representative 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 apparent and submit to the OWNER or his designated representative.

The DESIGN ENGINEER shall notify the OWNER or his designated representative of issues, to that point, unresolved despite the best efforts of the DESIGN ENGINEER. The DESIGN ENGINEER will assist the OWNER or his designated representative 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 OWNER or his designated representative and prepare cost estimates for review and resolution of the claim.

TASK 514 (D) FIELD CLARIFICATION REQUESTS AND CHANGE ORDERS

The DESIGN ENGINEER shall notify the OWNER or his designated representative of any changes or alterations believed to be in the OWNER's best interest. The DESIGN ENGINEER shall provide the OWNER or his designated representative 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 the OWNER or his designated representative, 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 OWNER or his designated representative. The DESIGN ENGINEER shall transmit the approved Contractor Payment Request to the OWNER or his designated representative 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 OWNER or his designated representative. 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 Document. Cost for evaluation of substitutes shall be documented to the OWNER or his designated representative to allow OWNER charge to the Contractor.

The DESIGN ENGINEER shall transmit all accepted shop drawings to the OWNER or his designated representative 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's 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 OWNER or his designated representative 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 OWNER or his designated representative. 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 attend the Grant Final Observation.

TASK 606 (D) ONE YEAR PERFORMANCE REPORT

The DESIGN ENGINEER shall receive one year performance report input from other participants. The DESIGN ENGINEER shall prepare draft and final one year performance reports which will be prepared in accordance with Texas Development Water Board Project Performance policy in effect at the beginning of the one year performance period. Report shall make recommendation to the 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.

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 \$560,000. 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 \$487,380 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 \$487,380 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 1.50; 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 \$72,620 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 \$72,620 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 is 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 \$487,380.

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.

DETAILED SCOPE OF SERVICES

TASK 500 CONSTRUCTION PHASE

TASK 501 PRECONSTRUCTION CONFERENCE

Issue notification of Preconstruction Conference to participants. Prepare information to be provided the Contractor at the conference, such as the Work Project Authorization, pay estimate forms, etc. Conduct and tape record the conference. Prepare and distribute a memorandum of the conference.

TASK 502 INITIATE IMP INVOLVEMENT

Monitor, review and comment to OWNER regarding initiation of the Integrated Management Program (IMP).

TASK 503 STATUS REPORTS

Prepare and submit to OWNER a monthly project status report, along with the status report from the DESIGN ENGINEER and photographs from the Contractor.

TASK 504 CONTRACTUAL COMPLIANCE

Investigate details of contractual non-compliance, and/or potential default or violations of the Construction Contract by Contractor. Compare actual conditions against the Contract Documents, develop alternatives to obtain contractual compliance and submit recommendation with supporting data to OWNER.

TASK 505 SUSPENSION OF WORK

Investigate details of instances which might lead to suspension of work and notify the OWNER. Make recommendation concerning suspension of work to the OWNER. Transmit any Suspension of Work Order insured by the OWNER to the Contractor. As applicable, notify Regulatory Agencies of Suspension Work Orders and provide details.

TASK 506 COMPLIANCE WITH ADMINISTRATIVE PROVISIONS OF CONTRACT

Monitor and review contract records for compliance by Contractor. Notify DESIGN ENGINEER and Contractor of violations or non-compliance. Recommend corrective action, which is consistent with Contract Documents, to the OWNER. Issue notification of the need for corrective actions and monitor corrective actions taken by the Contractor.

TASK 507 CONSTRUCTION SCHEDULE

Review the preliminary schedules submitted by the Contractor and provide comments. Upon submission of the critical path construction schedule by the Contractor, 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 the Contractor will be held as necessary to establish an acceptable critical path construction schedule.

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

TASK 508 CONSTRUCTION OBSERVATION

CONSULTANT shall designate a full time on-site individual as their Project Manager subject to approval by the OWNER. 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. Conduct weekly on-site project meetings and issue minutes of meetings. Keep OWNER informed of problems through the monthly status reports or by direct communication, when appropriate. 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. Issue weekly summary of project activities.

TASK 509 MATERIALS TESTING

Monitor results of materials testing and conduct spot checks for verification. Request recommendations for corrective action from DESIGN ENGINEER when materials test results indicate non-compliance with Contract Documents. Notify OWNER of non-compliance and obtain approval of corrective action from OWNER as appropriate. Maintain file of test reports.

TASK 510 EQUIPMENT TESTING

Coordinate attendance of participants at equipment testing. Monitor field testing of equipment installed. Coordinate activities of Operations and Maintenance IMP Consultant and Training IMP Consultant pertaining to equipment testing. Provide the DESIGN ENGINEER with comments on adequacy of equipment performance in accordance with the Contract Documents. Provide the Contractor with a list of deficiencies noted.

TASK 511 INTERPRETATION OF CONTRACT DOCUMENTS

Receive requests for interpretation from the Contractor. Technical interpretations shall be forwarded to the DESIGN ENGINEER. Review interpretation prepared by DESIGN ENGINEER for potential problems or claims. Prepare response to requests for administrative interpretations.

TASK 512 DISCREPANCIES AND ADDITIONAL DETAILS

Monitor the clarifications and additional details identified by the DESIGN ENGINEER. Inform OWNER of any problems or potential claims. Review issues which the DESIGN ENGINEER and Contractor cannot resolve and make a recommendation to the OWNER. Issue direction to the Contractor.

TASK 513 CLAIMS

Investigate details, analyze data, and make recommendation to OWNER on potential claims by the Contractor. Provide services in support of negotiations or prior to litigation including assistance in strategy discussions and settlement negotiations. As applicable, prepare appropriate documents based on resolution of claims.

TASK 514 FIELD CLARIFICATION REQUESTS AND CHANGE ORDERS

Assess appropriateness and notify OWNER of proposed Change Orders and significant field alterations. Conduct Change Order negotiation sessions. Coordinate execution of the Change Order document. Monitor contract costs and delays and systematically track status of change orders for initiation through payment.

TASK 515 PROGRESS PAYMENTS

Review and approve progress payment requests for the DESIGN ENGINEER and Contractor and transmit to OWNER. Monitor progress payments from OWNER. Prepare requests for reimbursement and submit to OWNER when appropriate.

TASK 516 SURVEYING

Observe the DESIGN ENGINEER's performance of surveying services and monitor the Contractor's surveying and layout. Distribute appropriate surveying data to affected parties. A log and documentation of all surveying data shall be maintained at the job site.

TASK 517 SHOP DRAWINGS AND SUBMITTALS

Review Contractor's submittal and equipment delivery schedule and resolve any problems. Maintain a log of submittals and shop drawings to monitor Contractor's submittals against schedule and DESIGN ENGINEER's response on submittals and shop drawings. Maintain a set of accepted shop drawings and distribute a copy to the Operations and Maintenance IMP Consultant.

TASK 518 MAINTENANCE OF PLAN OF RECORD

Monitor maintenance of Plan of Record.

TASK 519 O & M MANUALS

Take appropriate action to see that all construction manuals, submittals, guarantees and other literature are properly compiled and catalogued and transmit necessary data to the Operations and Maintenance IMP Consultant. Provide input in preparation of O&M Manual, as required. Review and make recommendation to OWNER on approval of O&M Manual.

TASK 520 PAYROLL RECORDS

Review Contractor's payroll records for compliance of labor provisions. Conduct required regulatory employee interviews. Submit records to OWNER on monthly basis. Recommend remedial action for enforcement of labor and wage regulations. Monitor Contractor's violation remedies.

TASK 521 CONDITIONAL APPROVAL

Coordinate and participate in the Conditional Approval observations and assist in the development of deficiency (punch list). Review Contract Documents and submittal records to determine if Contractor has submitted all required warranties, guarantees, spare parts, certifications, etc. Submit the DESIGN ENGINEER'S recommendation to the Contractor and OWNER with appropriate comments. Forward recommendation on Conditional Approval to OWNER.

TASK 600 POST CONSTRUCTION PHASE

TASK 601 START-UP

Provide available information to the Operations and Maintenance IMP Consultant for the start-up plan. Review start-up plan developed by the Operations and Maintenance IMP Consultant for OWNER and provide comments. Monitor schedule of final testing and test runs of equipment against the requirements of the Contractor as set forth in the Contract Documents. Observe start-up and provide any appropriate comments.

TASK 602 OPERATING PROCEDURES

Provide available information on operating procedures to the Operations and Maintenance IMP Consultant. Review procedures developed for the OWNER.

TASK 603 FINAL ACCEPTANCE

Monitor submission of records, documents, and materials for compliance with requirements in Contract Documents. Coordinate and participate in Final Acceptance observation. Review the recommendation on acceptance from the DESIGN ENGINEER and submit to OWNER with recommendations.

TASK 604 PLAN OF RECORD

Review Plan of Record Documents submitted by DESIGN ENGINEER for completeness and accuracy. Submit Plan of Record documents to OWNER.

TASK 605 RESERVED

TASK 606 ONE YEAR PERFORMANCE REPORT

Review One Year Performance Report as submitted by the DESIGN ENGINEER and provide any appropriate comments.

TASK 607 WARRANTY ITEMS

Monitor the schedule of warranty periods and notify OWNER one (1) month prior to the end of a warranty period. Develop list of required warranty repairs and notify DESIGN ENGINEER of items on list. Monitor repair of warranty items and notify OWNER when the DESIGN ENGINEER has certified that warranty repairs have been accomplished.

TASK 608 RESERVED

TASK 609 OPERATIONS BUDGET

Provide available information and assistance to the OWNER as required.

TASK 610 STAFFING

Provide available information for facility staffing requirements during the course of this Contract.

TASK 611 TRAINING PROGRAM

Provide available information to the Training IMP Consultant during the course of this Contract. Review training program developed for this Project and make recommendation to OWNER.

TASK 612 LABORATORY OPERATIONS

Provide input, as required for this Project, regarding laboratory operations. Review procedures developed by IMP Consultants for OWNER.

TASK 613 RESERVED

TASK 614 RESERVED

TASK 700 GENERAL CONSTRUCTION MANAGEMENT SUPPORT

When directed by the Director of Wastewater Management, provide additional management support tasks which may arise during construction but have not previously been listed in this Scope of Services.

Pizz... (11)

00300 PROPOSAL

PROPOSAL

- TO THE

DEPARTMENT OF PUBLIC WORKS
CITY OF SAN ANTONIO, TEXAS

FOR THE CONSTRUCTION OF

SOLIDS HANDLING FACILITIES
DOS RIOS FACILITY

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 three hundred sixty five (365) consecutive calendar days. The undersigned agrees that the Owner reserves the right not to perform any or all of the Work under Items 2 through 7 and further agrees that the Owner may take up to ninety (90) consecutive calendar days from the date of the Work Project Authorization to direct the Contractor to proceed with this Work or delete this Work. 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.

ATTACHMENT C

The undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain a sum of \$2,500 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>2-25-86</u>	ADDENDUM NO.	_____	DATE:	_____
ADDENDUM NO.	<u>2</u>	DATE:	<u>3-12-86</u>	ADDENDUM NO.	_____	DATE:	_____
ADDENDUM NO.	<u>3</u>	DATE:	<u>3-24-86</u>	ADDENDUM NO.	_____	DATE:	_____
ADDENDUM NO.	<u>4</u>	DATE:	<u>3-25-86</u>	ADDENDUM NO.	_____	DATE:	_____
ADDENDUM NO.	_____	DATE:	_____	ADDENDUM NO.	_____	DATE:	_____

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. <u>For General Construction</u> (with the exception of items included under Items 2 through 7), the lump sum of		
<u>SEVEN MILLION FIVE HUNDRED SEVENTY FIVE THOUSAND SEVEN HUNDRED</u> Dollars		
and <u>NO</u> Cents	Lump Sum	\$ <u>7,575,700.00</u>
Item 2. <u>For Tractors</u> , (Specification Section 14510, Part 2.1.C), the unit price of		
<u>FORTY FOUR THOUSAND</u> Dollars		
and <u>NO</u> Cents	9 ea.	\$ <u>396,000.00</u>
Item 3. <u>For Trailers</u> , (Specification Section 14510, Part 2.1.D), the unit price of		
<u>TWENTY FOUR THOUSAND</u> Dollars		
and <u>NO</u> Cents	11 ea.	\$ <u>264,000.00</u>
Item 4. <u>For Trucks</u> , (Specification Section 14510, Part 2.1.E), the unit price of		
<u>THIRTY ONE THOUSAND</u> Dollars		
and <u>NO</u> Cents	4 ea.	\$ <u>124,000.00</u>

Item 5. For Front End Loaders, (Specification Section 14510, Part 2.1.F.1), the unit price of

Forty Seven Thousand Dollars

and No Cents

3 ea. \$ 141,000.00

Item 6. For Front End Loaders (Specification Section 14510, Part 2.1.F.2), the unit price of

Sixteen Thousand Dollars

and No Cents

2 ea. \$ 32,000.00

Item 7. For Utility Vehicles, (Specification Section 14510, Part 2.1.G), the unit price of

Seven Thousand Dollars

and No Cents

6 ea. \$ 42,000.00

Item 8. For Extra Excavation, the unit price of

Four Dollars

and No Cents

(\$4.00) per cubic yard

1500 cu yd \$ 6,000.00

Item 9. For Extra Select Backfill From On-Site Sources, the unit price of

Two Dollars

and Fifty Cents

(\$2.50) per cubic yard

500 cu yd \$ 1,250.00

Item 10. For Extra Select Backfill From Off-Site Sources, the unit price of

TWENTY Dollars

and NO Cents

(\$20.00) per cubic yard

800 cu yd \$ 16,000.00

Item 11. For Extra Backfill From On-Site Sources, the unit price of

TWO Dollars

and FIFTY Cents

(\$2.50) per cubic yard

1000 cu yd \$ 2,500.00

Item 12. For Extra Backfill From Off-Site Sources, the unit price of

TWO Dollars

and FIFTY Cents

(\$2.50) per cubic yard

500 cu yd \$ 1,250.00

Item 13. For Extra Fill From On-Site Sources, the unit price of

TWO Dollars

and FIFTY Cents

(\$2.50) per cubic yard

700 cu yd \$ 1,750.00

Item 14. For Extra Fill From Off-Site Sources, the unit price of

TWO Dollars

and FIFTY Cents

(\$2.50) per cubic yard

600 cu yd \$ 1,500.00

Item 15. For Extra Granular Embedment From On-Site Sources, the unit price of

TEN Dollars

and NO Cents

(\$10.00) per cubic yard

400 cu yd \$ 4,000.00

Item 16. For Extra Granular Embedment From Off-Site Sources, the unit price of

TWENTY Dollars

and NO Cents

(\$20.00) per cubic yard

600 cu yd \$ 12,000.00

Item 17. For Extra Class "A" Concrete, the unit price of

ONE HUNDRED Dollars

and NO Cents

(\$100.00) per cubic yard

250 cu yd \$ 25,000.00

Item 18. For Extra Class "B" Concrete,
the unit price of

EIGHTY Dollars

and NO Cents

(\$ ~~80.00~~) per cubic yard

100 cu yd

\$ 8,000.00

Item 19. For Extra Reinforcing Steel,
the unit price of

ZERO Dollars

and FIFTY Cents

(\$ ~~0.50~~) per pound

10,000 lbs.

\$ 5,000.00

Item 20. For Extra Clay From On-Site Sources,
the unit price of

SEVEN Dollars

and NO Cents

(\$ ~~7.00~~) per cubic yard

150 cu yd

\$ 1,050.00

Item 21. For Extra Drainage Material,
the unit price of

TWENTY Dollars

and NO Cents

(\$ ~~20.00~~) per cubic yard

100 cu yd

\$ 2,000.00

Item 22. For Extra Sheeting Left in Place
and Bracing,
the unit price of

ONE HUNDRED Dollars

and NO Cents

(\$/100.00) per ton

80 tons

\$ 8,000.00

UNOFFICIAL TOTAL

\$ 8,670,000.00

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.

<u>Angelo Pizzagalli</u>	<u>President</u>	<u>So. Burlington, Vt.</u>
<u>Remo Pizzagalli</u>	<u>Executive Vice Pres.</u>	<u>Charlotte, Vt.</u>
<u>James Pizzagalli</u>	<u>Vice President</u>	<u>Burlington, Vt.</u>
<u>Thomas E. Chase</u>	<u>Vice President</u>	<u>Colchester, Vt.</u>
<u>John C. Stewart</u>	<u>Treasurer</u>	<u>Jericho, Vt.</u>

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

Pizzagalli Construction Company
(Name of Bidder)

(Seal if Proposal is
from corporation)

By: Remo Pizzagalli

Remo Pizzagalli
(Signature)

Executive Vice President
(Title)

50 Joy Drive, P. O. Box 2009
(Business Address)

South Burlington, Vermont 05401
(City, State and Zip Code)

DATE: April 2, 1986

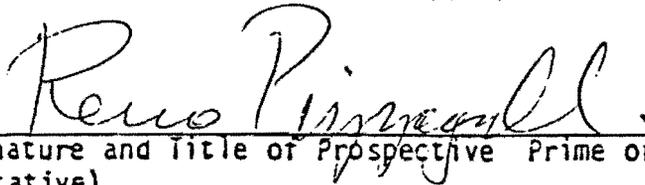
CG-211
(4/9/76)

PROSPECTIVE PRIME CONTRACTOR'S (BIDDER'S)
STATEMENT ABOUT EQUAL OPPORTUNITY CLAUSE

(x) I have participated in previous contract(s) or subcontract(s) subject to the Equal Opportunity Clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114. I have filed all reports due under the requirements contained in 40 CFR, Part C, 8.11.

() I have not participated in previous contract(s) or subcontract(s) subject to the Equal Opportunity Clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114.

I will obtain a similar statement from any proposed subcontractor(s) when appropriate.



(Signature and Title of Prospective Prime or Subcontractor's Representative)

Remo Pizzagalli, Executive Vice President

(Printed or typed Name and Title of Prospective Prime or Subcontractor's Representative)

Pizzagalli Construction Company

50 Joy Drive, P. O. Box 2009

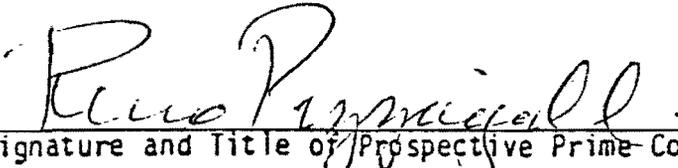
South Burlington, Vermont 05401

(Name and Address of Prospective Prime Contractor or Subcontractor)

CG-212
(4/9/76)

PROSPECTIVE PRIME CONTRACTOR'S (BIDDER'S)
CERTIFICATION OF NONSEGREGATED FACILITIES

I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit any employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the Equal Opportunity Clause.


Signature and Title of Prospective Prime Contractor's Representative

Remo Pizzagalli, Executive Vice President

Printed or Typed Name and Title of Prospective Prime Contractor's Representative

Pizzagalli Construction Company

50 Joy Drive, P. O. Box 2009

South Burlington, Vermont 05401

Name and Address of Prospective Prime Contractor

CERTIFIED LIST OF SUBCONTRACTORS

The Bidder, Pizzagalli Construction Company, as part of the procedure for the submission of bids on a project known as Solids Handling Facilities, Dos Rios Fac., Contr. 4B-1, 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
<u>PRELOAD</u>	<u>PRECAST TANK</u>	<u>-</u>	<u>650,000.00</u>
<u>GLOVER COATING</u>	<u>PVC LINER</u>	<u>-</u>	<u>115,000.00</u>

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: Remo Pizzagalli, Executive Vice President
(Please Print or Type)

SIGNATURE:  DATE: April 2, 1986

FORM NO. SMBE 101

ASSURANCE OF COMPLIANCE
EQUAL EMPLOYMENT OPPORTUNITY

CITY OF SAN ANTONIO

The Bidder, Pizzagalli Construction Company,
hereinafter known as "Contractor", as part of the procedure for the
submission of bids on a project known as Solids Handling Facilities,
Dos Rios Facility, Contract 4B-1,
agrees to the following conditions if awarded a contract by the City of
San Antonio, hereinafter 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, creed, belief or political affiliation.
2. The Contractor will submit a copy of its Affirmative Action Plan for Equal Employment to the Department of Equal Employment Opportunity of the City of San Antonio no later than fifteen (15) days after the date of 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 purposes of monitoring

compliance with equal employment opportunity including affirmative action.

- 4. The Contractor agrees to attempt to fill newly created positions with qualified persons so that the sex and ethnic ratios approximate the ratio of the civilian labor force as determined by the 1970 Census for job classifications similar to those jobs created by the proposed Contract. The Department of Equal Employment Opportunity will provide the statistical data on the job classifications specified by the Contractor.
- 5. The Contractor agrees to update his Affirmative Action Plan annually, taking into consideration changes in the civilian labor force and the Contractor's needs to insure non-discriminatory 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

Remo Pizzagalli

NAME

Remo Pizzagalli

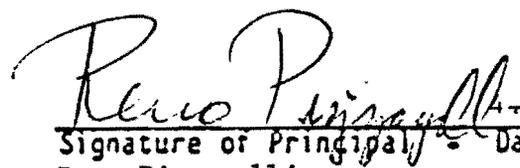
SIGNATURE

Executive Vice President

TITLE

CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR REGARDING
DEBARMENT, SUSPENSION, OR VOLUNTARY EXCLUSION

The firm submitting a bid or proposal on the project of which this contract is a part certifies that it is not debarred, suspended or voluntarily excluded from participation in EPA or any other Federally assisted programs. This firm will obtain a written certification to this effect from all lower tier subcontractors and make the certification available to the owner.


Signature of Principal A-02-86
Remo Pizzagalli
Executive Vice President

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.

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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>
Prestressed Concrete Tanks	03316	<u>PRELOAD, NATGUN</u>
Concrete Polyvinyl Chloride Liner	06605	<u>AMERON</u>
Water Softener Equipment	11233	<u>CRANE/COCRANE, BRUNER</u>
End Suction Pumps-Dry Pit	11304	<u>WORTHINGTON, AURORA, FEERLESS, PACO</u>
End Suction Submersible Pumps	11306	<u>FLYGT, KOMLINE-SANDERSON, ABS, PACO</u>
Screw Centrifugal Pumps	11312	<u>WEMCO-HYDROSTAL</u>
Progressing Cavity Pumps	11315	<u>MONOFLO, NETZSCH</u>
Potable Water Booster System	11319	<u>MOINO, MIDLAND-BOENEMAN</u> <u>AURORA, PACO, KMGD,</u> <u>INTERSTATE MACHINE CO.</u>
Macerators	11333	<u>FRANKLIN-MILLER (WIESEHANN)</u>
Polymer Feed System	11356	<u>CHEMCON, CHEMCO, WILLIS SALES,</u> <u>ALLIED COLLOID, AGRISON, CHEMPAC</u>
Sludge Holding Tank Mixers	13532	<u>EIMCO, WESTECH</u>
Instrumentation and Control Equipment (Provide Supplier)	13620	<u>ENERGY INSTRUMENTS/SQUARE-D</u> <u>WESTINGHOUSE;</u>
Tractors	14510-2.1.C.	<u>GMC, INTERNATIONAL HARVESTER</u>
Trailers	14510-2.1.D.	<u>CONVERTO, CLEMENT, EAST MANUFACTURING CORP.</u>
Trucks	14510-2.1.E.1	<u>FORD, INTERNATIONAL HARVESTER</u>
Front End Loaders	14510-2.1.F.1	<u>JOHN DEERE, CASE, INTERNATIONAL, CATERPILLAR,</u> <u>PEDEX, FIAT, COYOTE, COBE STEEL LTD.</u>
Front End Loaders	14510-2.1.F.2	<u>JOHN DEERE, FORD, CASE</u>
Utility Vehicles	14510-2.1.G	<u>CUSHMAN, TRIDENT MOTORS</u> <u>LINK BELT, REYNOLD, MICO, TAUNTON ENGIN</u>
Belt Conveyors	14550	<u>MORSE-BOULGER, TMH</u>
Motor Control Centers	16920	<u>WESTINGHOUSE</u>



PIZZAGALLI CONSTRUCTION COMPANY

50 JOY DRIVE/P.O. BOX 2009/SOUTH BURLINGTON, VERMONT 05401
802/658-4100
TELEX 954611

March 17, 1986

Mr. Frank Kiolbassa
Director of Public Works
Department of Public Works
City of San Antonio
PO Box 9066
San Antonio, TX 78285

Dear Mr. Kiolbassa:

Re Dos Rios Solids Handling Facilities
San Antonio, Texas
Project No. 9099

This letter has been prepared as a result of a telephone conversation with Mr. Robert Schrank of Pape Dawson., Vickrey and Associates during which he instructed us to prepare this letter as a means of responding to the requests as outlined on page 00100-1 of the specifications regarding SMWBE subcontracts. According to Mr. Schrank, we may either submit the referenced forms with our bid or we may certify by letter that all required information will be submitted within 15 days after the bid date. We have chosen to prepare this letter as a means of certifying that the required information will be submitted within 15 days should our firm be the low bidder.

The information below will further serve as a means of summarizing our Minority and Women Business efforts to date in connection with the above cited project.

- A. The first step in our MBE/WBE Recruitment Program entailed the development of a MBE/WBE contact list for the project area. The list included contractors, vendors and associations.
- B. Prior to contacting the MBE/WBE firms who were listed per the various source lists, the scope of the project was reviewed to determine what areas could be subcontracted and what materials and/or services would be required. A list of 21 different areas was compiled. This list was included in a formal solicitation letter that was mailed to 252 Minority and Women Business Enterprise firms in the "project area". It should be noted that 10 of these letters were returned by the Post Office. Copies of the letters are enclosed for your review.

C. In addition to the MBE/WBE firms contacted, letters were forwarded to 42 referral associations and specific MBE/WBE source list agencies for the project area. These letters outlined the 21 areas mentioned above and requested that the associations refer any MBE/WBE firms that might be interested in submitting a quotation for the Dos Rios project. The associations and lists used were:

1. City of San Antonio MBE Construction Contractors listing
(provided by the City of San Antonio Equal Employment
Opportunity office)
2. Texas Small Business Directory listing
(provided by the Texas Economic Development Commission)
3. State of Texas Department of Highways and Transportation
MBE/WBE listing
4. San Antonio Regional Minority Purchasing Council
301 South Frio Road
San Antonio, TX 78207
5. Business Development Center
The University of Texas at San Antonio
San Antonio, TX 78285
6. Alamo Chamber of Commerce
2803 East Commerce
Barbara Jordan Community Center
San Antonio, TX 78203
7. University of Texas at San Antonio
Center for Economic Development
San Antonio, TX 78285
8. Avante International Systems Corporation
742 Barchester
San Antonio, TX 78216
9. Avante International Systems Corporation
2009-B East Riverside Dr.
Austin, TX 78741
10. Austin Minority Economic Development Corp.
1643 East 2nd Street
Austin, TX 78702
11. East Arkansas Planning & Development District
PO Box 1403
Jonesboro, AK 72401
12. Arkansas Business Development Corporation
420 Twin City Bank Bldg.
Suite 420
Little Rock, AK 72201

13. National Council of LaRaza
204 Stemmons Tower
2720 Stemmons Freeway
Dallas, TX 75207
14. Golden Triangle Minority Development Center
330 Liberty Street, 1st Floor
Beaumont, TX 77701
15. Avante International Systems Corp.
411 West 13th Street, Suite 804
Austin, TX 70701
16. Avante International Systems corp.
855 West Price Road
Brownsville, TX 78520
17. Equal Employment Opportunity Commission
2320 LaBranch Avenue, Room 125
Houston, TX 77004
18. Texas Economic Development Commission/Texas OMBE
PO Box 12728, Capitol Station
Austin, TX 78711
19. Austin Minority Economic Development Corp.
719 West Sixth Street
Austin, TX 78701
20. Avante
401 W. Commerce, Suite 203
San Antonio, TX 78297
21. Minority Business Development
PO Box 9339
Corpus Christi, TX 78769-1339
22. NAACP
2701 Elysian Street
Houston, TX 77009
23. NAACP
3322 Drew Street
Houston, TX 77004
24. NAACP
919 E. 32nd Street
Houston, TX 77002
25. NAACP
3821 Noah Street
Houston, TX 77021

26. NAACP
7926 Brandon Street
Houston, TX 77051
27. NAACP
8730 Fannette Street
Houston, TX 77029
28. NAACP
1408 DeSoto Street
Houston, TX 77018
29. NAACP
7321 Colton Street
Houston, TX 77016
30. NAACP
Route 9, Box 654-1
Houston, TX 77040
31. NAACP
4211 Mowery Street
Houston, TX 77047
32. NAACP
3504 Hardie Street
Houston, TX 77026
33. NAACP
2314 Wheeler Ave.
Houston, TX 77004
34. Department of Labor
Bureau of Apprenticeship & Training
2320 LaBranch Ave.
Room 263
Houston, TX 77004
35. Equal Employment Opportunity Commission
1115 Broadway, Room 200
San Antonio, TX 78205
36. Department of Commerce
Minority Business Enterprise Div.
301 Broadway Building, Room 211
San Antonio, TX 78205
37. NAACP
1230 E. Commerce St.
San Antonio, TX 78203
38. Opportunities Industrialization Center
615 Perez Street
San Antonio, TX 78207

39. Minority Contractors Assistance Center
1017 N. Main, Suite 310
San Antonio, TX 78212
40. Small and/or Minority Business Enterprise Program
Department of Equal Employment Opportunity
City of San Antonio
415 South Main Street
San Antonio, TX 78204
41. U.S. Hispanic Chamber of Commerce
800 Dolorosa, Suite 100
San Antonio, TX 78207
42. Department of Labor
Bureau of Apprenticeship & Training
300 Willow Street, Room 324
Beaumont, TX 77701
43. The State Department of Highways and Public Transportation
External EEO Section - Construction
11th and Brazos Street
Austin, TX 78701
44. Texas Economic Development Commission
416 East 5th Street
PO Box 12728, Capitol Station
Austin, TX 78711

Copies of the letters forwarded to these various associations are enclosed.

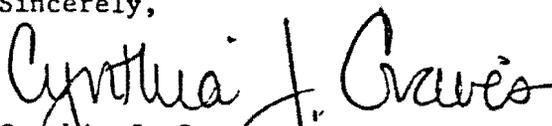
- D. In addition to the solicitation letters, display advertisements were placed in the San Antonio Register, the San Antonio Express and the San Antonio Light. These ads requested quotations from Minority and Women Business enterprise vendors and subcontractors. A tear sheet from the Light is enclosed. Tear sheets from the Express and the Register have not yet been received but copies of the letters placing the ads are enclosed.

You will note that the solicitation letter stated that the MBE/WBE firms could contact us by letter and collect phone calls were also encouraged. In so doing, the intent was to further stimulate the interest of those contacted.

- E. Prior to award of a subcontract, representatives from our firm will be contacting each MBE/WBE firm which has submitted a quote to analyze the quotations from the standpoint of scope of work versus the respective quotations, each firm's project performance record and bonding capacity.

I trust you will find that the information contained herein substantiates the extensive and positive recruitment efforts that were made to provide MBE/WBE firms with the opportunity to participate in your project.

Sincerely,


Cynthia J. Graves
Administrative Assistant

SECRETARY'S CERTIFICATE

I, Gary B. Warner, Assistant Secretary of PIZZAGALLI CONSTRUCTION COMPANY, a Vermont corporation with principal place of business at South Burlington, Vermont HEREBY CERTIFY that at a special meeting of the Board of Directors of the Corporation, held at 50 Joy Drive, South Burlington, Vermont on the 10th day of July, 1986 at which a quorum was at all times present and voting, the following resolution was unanimously adopted and the same is in full force and effect as of the date hereof:

WHEREAS, PIZZAGALLI CONSTRUCTION COMPANY contemplates entering into an Agreement with the City of San Antonio (the "Owner") for Contract 4B-1 (the "Project").

NOW THEREFORE, be it

RESOLVED, that Angelo Pizzagalli, President, Remo Pizzagalli, Executive Vice President, James Pizzagalli, Vice President and Thomas E. Chase, Vice President be authorized, and each of them, acting alone, hereby is authorized, to execute, acknowledge and deliver an Agreement and related bonds, or any amendments thereto, on behalf of the Corporation with the Owner for the Project and to execute, acknowledge and deliver on behalf of the Corporation all other such documents and instruments which are, in the opinion of counsel, necessary to carry out the intent of this Resolution.

I FURTHER CERTIFY that the execution, acknowledgement and delivery of said Agreement, bonds and related documents and instruments, the performance of the Corporation's obligations thereunder, and the performance of any other acts necessary to carry out the foregoing Resolution will not violate any provisions of the Articles of Association of the By-laws of PIZZAGALLI CONSTRUCTION COMPANY.

IN WITNESS WHEREOF, I hereunto set my hand, and the seal of this Corporation on the 10th day of July, 1986.

In the presence of:

Mary Wolfe

Gary B. Warner
Assistant Secretary

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

1986 JUL 17 AM 8 21

00300 PROPOSAL

PROPOSAL

TO THE

DEPARTMENT OF PUBLIC WORKS
CITY OF SAN ANTONIO, TEXAS

FOR THE CONSTRUCTION OF

SOLIDS HANDLING FACILITIES
DOS RIOS FACILITY

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 three hundred sixty five (365) consecutive calendar days. The undersigned agrees that the Owner reserves the right not to perform any or all of the Work under Items 2 through 7 and further agrees that the Owner may take up to ninety (90) consecutive calendar days from the date of the Work Project Authorization to direct the Contractor to proceed with this Work or delete this Work. 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 \$ 2,500 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> 2-25-86 </u>	ADDENDUM NO. <u> </u>	DATE: <u> </u>
ADDENDUM NO. <u> 2 </u>	DATE: <u> 3-12-86 </u>	ADDENDUM NO. <u> </u>	DATE: <u> </u>
ADDENDUM NO. <u> 3 </u>	DATE: <u> 3-24-86 </u>	ADDENDUM NO. <u> </u>	DATE: <u> </u>
ADDENDUM NO. <u> 4 </u>	DATE: <u> 3-25-86 </u>	ADDENDUM NO. <u> </u>	DATE: <u> </u>
ADDENDUM NO. <u> </u>	DATE: <u> </u>	ADDENDUM NO. <u> </u>	DATE: <u> </u>

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>
<p>(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.)</p>		
<p>Item 1. <u>For General Construction</u> (with the exception of items included under Items 2 through 7), the lump sum of</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	Lump Sum	\$ <u>7,575,700</u>
<p>Item 2. <u>For Tractors</u>, (Specification Section 14510, Part 2.1.C), the unit price of</p> <p><u>44,000⁰⁰</u> Dollars</p> <p>and _____ Cents</p>	9 ea.	\$ <u>396,000⁰⁰</u> ✓
<p>Item 3. <u>For Trailers</u>, (Specification Section 14510, Part 2.1.D), the unit price of</p> <p><u>24,000⁰⁰</u> Dollars</p> <p>and _____ Cents</p>	11 ea.	\$ <u>264,000⁰⁰</u> ✓
<p>Item 4. <u>For Trucks</u>, (Specification Section 14510, Part 2.1.E), the unit price of</p> <p><u>31,000⁰⁰</u> Dollars</p> <p>and _____ Cents</p>	4 ea.	\$ <u>124,000⁰⁰</u> ✓

297 \$999,000
 8722 95,300
 1,094,300

Item 5. For Front End Loaders, (Specification Section 14510, Part 2.1.F.1), the unit price of

47,000⁰⁰ Dollars

and _____ Cents

3 ea. \$ 141,000 ✓

Item 6. For Front End Loaders (Specification Section 14510, Part 2.1.F.2), the unit price of

16,000⁰⁰ Dollars

and _____ Cents

2 ea. \$ 32,000 ✓

Item 7. For Utility Vehicles, (Specification Section 14510, Part 2.1.G), the unit price of

7000⁰⁰ Dollars

and _____ Cents

6 ea. \$ 42,000⁰⁰ ✓

Item 8. For Extra Excavation, the unit price of

4⁰⁰ Dollars

and _____ Cents

(\$) per cubic yard

1500 cu yd

\$ 6,000 ✓

Item 9. For Extra Select Backfill From On-Site Sources, the unit price of

250 Dollars

and _____ Cents

(\$) per cubic yard

500 cu yd

\$ 1250 ✓

Item 10. For Extra Select Backfill From Off-Site Sources, the unit price of

20⁰⁰ Dollars

and _____ Cents

(\$) per cubic yard

800 cu yd \$ 16,000 ✓✓

Item 11. For Extra Backfill From On-Site Sources, the unit price of

250 Dollars

and _____ Cents

(\$) per cubic yard

1000 cu yd \$ 2500 ✓✓

Item 12. For Extra Backfill From Off-Site Sources, the unit price of

250 Dollars

and _____ Cents

(\$) per cubic yard

500 cu yd \$ 1250 ✓✓

Item 13. For Extra Fill From On-Site Sources, the unit price of

250 Dollars

and _____ Cents

(\$) per cubic yard

700 cu yd \$ 1750 ✓✓

Item 14. For Extra Fill From Off-Site Sources, the unit price of

250 Dollars

and _____ Cents

(\$) per cubic yard

600 cu yd \$ 1500 ✓✓

Item 15. For Extra Granular Embedment From On-Site Sources, the unit price of

10⁰⁰ Dollars

and _____ Cents

(\$) per cubic yard

400 cu yd \$ 4000 ✓✓

Item 16. For Extra Granular Embedment From Off-Site Sources, the unit price of

20⁰⁰ Dollars

and _____ Cents

(\$) per cubic yard

600 cu yd \$ 12,000 ✓✓

Item 17. For Extra Class "A" Concrete, the unit price of

100⁰⁰ Dollars

and _____ Cents

(\$) per cubic yard

250 cu yd \$ 25,000 ✓✓

Item 18. For Extra Class "B" Concrete,
the unit price of

80⁰⁰ Dollars

and _____ Cents

(\$) per cubic yard

100 cu yd

\$ 8,000 ✓✓

Item 19. For Extra Reinforcing Steel,
the unit price of

0⁵⁰ Dollars

and _____ Cents

(\$) per pound

10,000 lbs.

\$ 5000 ✓✓

Item 20. For Extra Clay From On-Site Sources,
the unit price of

7⁰⁰ Dollars

and _____ Cents

(\$) per cubic yard

150 cu yd

\$ 1,050 ✓✓

Item 21. For Extra Drainage Material,
the unit price of

20⁰⁰ Dollars

and _____ Cents

(\$) per cubic yard

100 cu yd

\$ 2,000 ✓✓

Item 2222

1,094,300

Item 22. For Extra Sheeting Left in Place and Bracing,
the unit price of

100⁰⁰ Dollars

and _____ Cents

(\$) per ton

80 tons

\$ 8000 ✓ ✓

UNOFFICIAL TOTAL

\$ 8,670,000 ✓

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.

<u>Angelo Pizzagalli</u>	<u>President</u>	<u>So. Burlington, Vt.</u>
<u>Remo Pizzagalli</u>	<u>Executive Vice Pres.</u>	<u>Charlotte, Vt.</u>
<u>James Pizzagalli</u>	<u>Vice President</u>	<u>Burlington, Vt.</u>
<u>Thomas E. Chase</u>	<u>Vice President</u>	<u>Colchester, Vt.</u>
<u>John C. Stewart</u>	<u>Treasurer</u>	<u>Jericho, Vt.</u>

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

Pizzagalli Construction Company
(Name of Bidder)

(Seal if Proposal is
from corporation)

By: Remo Pizzagalli

Remo Pizzagalli
(Signature)

Executive Vice President
(Title)

50 Joy Drive, P. O. Box 2009
(Business Address)

South Burlington, Vermont 05401
(City, State and Zip Code)

DATE: April 2, 1986

CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR REGARDING
DEBARMENT, SUSPENSION, OR VOLUNTARY EXCLUSION

The firm submitting a bid or proposal on the project of which this contract is a part certifies that it is not debarred, suspended or voluntarily excluded from participation in EPA or any other Federally assisted programs. This firm will obtain a written certification to this effect from all lower tier subcontractors and make the certification available to the owner.


Signature of Principal 4-02-86
Remo Pizzagalli
Executive Vice President

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.

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

<u>Equipment</u>	<u>Specification Section</u>	<u>Manufacturer</u>
Prestressed Concrete Tanks	03316	* <u>PELLOTTI CO.</u> * <u>NATIONAL CORP.</u>
Concrete Polyvinyl Chloride Liner	06605	* <u>AMERON</u>
Water Softener Equipment	11233 MECHANICAL REFS.	* <u>CRANE/COCHRANE</u> * <u>ROLINER EQUIP.</u>
End Suction Pumps-Dry Pit	11304	* <u>WORTHINGTON</u> * <u>AURORA</u> * <u>PEERLESS</u> * <u>PACO</u>
End Suction Submersible Pumps	11306	* <u>FLYGT</u> * <u>KOMLING-SANDERSEN</u> * <u>ABS</u> * <u>PACO</u>
Screw Centrifugal Pumps	11312	* <u>WEMCO-HIDROSTIM</u>
Progressing Cavity Pumps	11315	<u>NETZSCH</u> * <u>MIDLAND</u> * <u>MIDLAND-ROEMER</u> * <u>MONDRIJL</u>
Potable Water Booster System	11319	<u>IMCO</u> * <u>INTERSTATE MACHINE CO.</u> * <u>AURORA</u> * <u>PACO/PCS</u>
Macerators	11333	* <u>FRANKLIN MILLER</u> * <u>WIESEMANN</u>
Polymer Feed System	<u>CHEMPAC</u> 11356 <u>WILLIS SALLS</u>	* <u>ALLIED POLYLOTT</u> * <u>ACRISON</u> * <u>CHEMCON</u> * <u>CHEMCO</u>
Sludge Holding Tank Mixers	13532	* <u>FINND</u> * <u>WESTECH</u>
Instrumentation and Control Equipment (Provide Supplier)	13620	* <u>ENERGY INSTRUMENTS/SQUARED</u> * <u>WESTINGHOUSE</u>
Tractors	14510-2.1.C.	* <u>GMAC</u> * <u>INTERNATIONAL HARVESTER</u> * <u>FORD</u>
Trailers	14510-2.1.D.	* <u>CONVERTO</u> * <u>CLEMENT IND.</u> * <u>EAST MANUF CORP.</u>
Trucks	14510-2.1.E.1	* <u>FORD</u> * <u>INTERNATIONAL HARVESTER</u>
Front End Loaders	<u>KOBE STEEL LTD.</u> * <u>COYOTE</u> 14510-2.1.F.1 <u>FIAT</u>	* <u>JOHN DEERE</u> * <u>CASE</u> * <u>INTERNATIONAL</u> * <u>CATERPILLAR</u> * <u>TER</u>
Front End Loaders	14510-2.1.F.2	* <u>JOHN DEERE</u> * <u>FORD</u> * <u>CASE</u>
Utility Vehicles	14510-2.1.G	* <u>CUSHMAN</u> * <u>TRIDENT MOTORS</u>
Belt Conveyors	<u>TMH</u> 14550 <u>WILSON BOULGER</u>	* <u>LINK-BELT</u> * <u>REXNORD</u> * <u>MICO</u> * <u>TAMMINGTON ENGINEER</u>
Motor Control Centers	16920	* <u>WESTINGHOUSE</u>



PIZZAGALLI CONSTRUCTION COMPANY

50 JOY DRIVE/P.O. BOX 2009/SOUTH BURLINGTON, VERMONT 05401
802/658-4100
TELEX 954611

March 17, 1986

Mr. Frank Kiolbassa
Director of Public Works
Department of Public Works
City of San Antonio
PO Box 9066
San Antonio, TX 78285

Dear Mr. Kiolbassa:

Re Dos Rios Solids Handling Facilities
San Antonio, Texas
Project No. 9099

This letter has been prepared as a result of a telephone conversation with Mr. Robert Schrank of Pape Dawson., Vickrey and Associates during which he instructed us to prepare this letter as a means of responding to the requests as outlined on page 00100-1 of the specifications regarding SMWBE subcontracts. According to Mr. Schrank, we may either submit the referenced forms with our bid or we may certify by letter that all required information will be submitted within 15 days after the bid date. We have chosen to prepare this letter as a means of certifying that the required information will be submitted within 15 days should our firm be the low bidder.

The information below will further serve as a means of summarizing our Minority and Women Business efforts to date in connection with the above cited project.

- A. The first step in our MBE/WBE Recruitment Program entailed the development of a MBE/WBE contact list for the project area. The list included contractors, vendors and associations.
- B. Prior to contacting the MBE/WBE firms who were listed per the various source lists, the scope of the project was reviewed to determine what areas could be subcontracted and what materials and/or services would be required. A list of 21 different areas was compiled. This list was included in a formal solicitation letter that was mailed to 252 Minority and Women Business Enterprise firms in the "project area". It should be noted that 10 of these letters were returned by the Post Office. Copies of the letters are enclosed for your review.

C. In addition to the MBE/WBE firms contacted, letters were forwarded to 42 referral associations and specific MBE/WBE source list agencies for the project area. These letters outlined the 21 areas mentioned above and requested that the associations refer any MBE/WBE firms that might be interested in submitting a quotation for the Dos Rios project. The associations and lists used were:

1. City of San Antonio MBE Construction Contractors listing
(provided by the City of San Antonio Equal Employment
Opportunity office)
2. Texas Small Business Directory listing
(provided by the Texas Economic Development Commission)
3. State of Texas Department of Highways and Transportation
MBE/WBE listing
4. San Antonio Regional Minority Purchasing Council
301 South Frio Road
San Antonio, TX 78207
5. Business Development Center
The University of Texas at San Antonio
San Antonio, TX 78285
6. Alamo Chamber of Commerce
2803 East Commerce
Barbara Jordan Community Center
San Antonio, TX 78203
7. University of Texas at San Antonio
Center for Economic Development
San Antonio, TX 78285
8. Avante International Systems Corporation
742 Barchester
San Antonio, TX 78216
9. Avante International Systems Corporation
2009-B East Riverside Dr.
Austin, TX 78741
10. Austin Minority Economic Development Corp.
1643 East 2nd Street
Austin, TX 78702
11. East Arkansas Planning & Development District
PO Box 1403
Jonesboro, AK 72401
12. Arkansas Business Development Corporation
420 Twin City Bank Bldg.
Suite 420
Little Rock, AK 72201

13. National Council of LaRaza
204 Stemmons Tower
2720 Stemmons Freeway
Dallas, TX 75207
14. Golden Triangle Minority Development Center
330 Liberty Street, 1st Floor
Beaumont, TX 77701
15. Avante International Systems Corp.
411 West 13th Street, Suite 804
Austin, TX 70701
16. Avante International Systems corp.
855 West Price Road
Brownsville, TX 78520
17. Equal Employment Opportunity Commission
2320 LaBranch Avenue, Room 125
Houston, TX 77004
18. Texas Economic Development Commission/Texas OMBE
PO Box 12728, Capitol Station
Austin, TX 78711
19. Austin Minority Economic Development Corp.
719 West Sixth Street
Austin, TX 78701
20. Avante
401 W. Commerce, Suite 203
San Antonio, TX 78297
21. Minority Business Development
PO Box 9339
Corpus Christi, TX 78769-1339
22. NAACP
2701 Elysian Street
Houston, TX 77009
23. NAACP
3322 Drew Street
Houston, TX 77004
24. NAACP
919 E. 32nd Street
Houston, TX 77002
25. NAACP
3821 Noah Street
Houston, TX 77021

26. NAACP
7926 Brandon Street
Houston, TX 77051
27. NAACP
8730 Fannette Street
Houston, TX 77029
28. NAACP
1408 DeSoto Street
Houston, TX 77018
29. NAACP
7321 Colton Street
Houston, TX 77016
30. NAACP
Route 9, Box 654-1
Houston, TX 77040
31. NAACP
4211 Mowery Street
Houston, TX 77047
32. NAACP
3504 Hardie Street
Houston, TX 77026
33. NAACP
2314 Wheeler Ave.
Houston, TX 77004
34. Department of Labor
Bureau of Apprenticeship & Training
2320 LaBranch Ave.
Room 263
Houston, TX 77004
35. Equal Employment Opportunity Commission
1115 Broadway, Room 200
San Antonio, TX 78205
36. Department of Commerce
Minority Business Enterprise Div.
301 Broadway Building, Room 211
San Antonio, TX 78205
37. NAACP
1230 E. Commerce St.
San Antonio, TX 78203
38. Opportunities Industrialization Center
615 Perez Street
San Antonio, TX 78207

39. Minority Contractors Assistance Center
1017 N. Main, Suite 310
San Antonio, TX 78212
40. Small and/or Minority Business Enterprise Program
Department of Equal Employment Opportunity
City of San Antonio
415 South Main Street
San Antonio, TX 78204
41. U.S. Hispanic Chamber of Commerce
800 Dolorosa, Suite 100
San Antonio, TX 78207
42. Department of Labor
Bureau of Apprenticeship & Training
300 Willow Street, Room 324
Beaumont, TX 77701
43. The State Department of Highways and Public Transportation
External EEO Section - Construction
11th and Brazos Street
Austin, TX 78701
44. Texas Economic Development Commission
416 East 5th Street
PO Box 12728, Capitol Station
Austin, TX 78711

Copies of the letters forwarded to these various associations are enclosed.

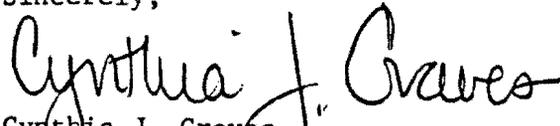
- D. In addition to the solicitation letters, display advertisements were placed in the San Antonio Register, the San Antonio Express and the San Antonio Light. These ads requested quotations from Minority and Women Business enterprise vendors and subcontractors. A tear sheet from the Light is enclosed. Tear sheets from the Express and the Register have not yet been received but copies of the letters placing the ads are enclosed.

You will note that the solicitation letter stated that the MBE/WBE firms could contact us by letter and collect phone calls were also encouraged. In so doing, the intent was to further stimulate the interest of those contacted.

- E. Prior to award of a subcontract, representatives from our firm will be contacting each MBE/WBE firm which has submitted a quote to analyze the quotations from the standpoint of scope of work versus the respective quotations, each firm's project performance record and bonding capacity.

I trust you will find that the information contained herein substantiates the extensive and positive recruitment efforts that were made to provide MBE/WBE firms with the opportunity to participate in your project.

Sincerely,


Cynthia J. Graves
Administrative Assistant

RECEIVED
CITY OF SAN ANTONIO
CERTIFIED LIST OF SUBCONTRACTORS CLERK

1986 JUL 17 AM 8 21

The Bidder, Pizzagalli Construction Company, as part of the procedure for the submission of bids on a project known as Solids Handling Facilities, Dos Rios Fac., Contr. 4B-1, 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
<u>PRESUMERS</u>	<u>PRESUMPT TANK</u>	<u>—</u>	<u>650,000</u>
<u>GUMBER COATINGS</u>	<u>PVC LINER</u>	<u>—</u>	<u>115,000</u>

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: Remo Pizzagalli, Executive Vice President
(Please Print or Type)

SIGNATURE:  DATE: April 2, 1986

FORM NO. SMBE 101

ASSURANCE OF COMPLIANCE
EQUAL EMPLOYMENT OPPORTUNITY

CITY OF SAN ANTONIO

The Bidder, Pizzagalli Construction Company,
hereinafter known as "Contractor", as part of the procedure for the
submission of bids on a project known as Solids Handling Facilities,
Dos Rios Facility, Contract 4B-1,
agrees to the following conditions if awarded a contract by the City of
San Antonio, hereinafter 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, creed, belief or political affiliation.
2. The Contractor will submit a copy of its Affirmative Action Plan for Equal Employment to the Department of Equal Employment Opportunity of the City of San Antonio no later than fifteen (15) days after the date of 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 purposes of monitoring

compliance with equal employment opportunity including affirmative action.

4. The Contractor agrees to attempt to fill newly created positions with qualified persons so that the sex and ethnic ratios approximate the ratio of the civilian labor force as determined by the 1970 Census for job classifications similar to those jobs created by the proposed Contract. The Department of Equal Employment Opportunity will provide the statistical data on the job classifications specified by the Contractor.
5. The Contractor agrees to update his Affirmative Action Plan annually, taking into consideration changes in the civilian labor force and the Contractor's needs to insure non-discriminatory 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

Remo Pizzagalli

NAME

SIGNATURE

Executive Vice President

TITLE

CG-212
(4/9/76)

PROSPECTIVE PRIME CONTRACTOR'S (BIDDER'S)
CERTIFICATION OF NONSEGREGATED FACILITIES

I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit any employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the Equal Opportunity Clause.



Signature and Title of Prospective Prime Contractor's Representative

Remo Pizzagalli, Executive Vice President

Printed or typed Name and Title of Prospective Prime Contractor's Representative

Pizzagalli Construction Company

50 Joy Drive, P. O. Box 2009

South Burlington, Vermont 05401

Name and Address of Prospective Prime Contractor

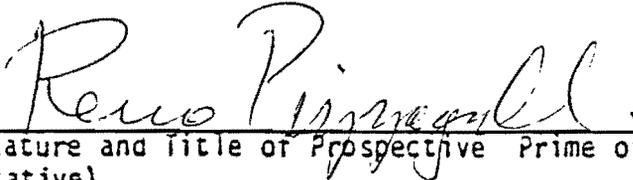
CG-211
(4/9/76)

PROSPECTIVE PRIME CONTRACTOR'S (BIDDER'S)
STATEMENT ABOUT EQUAL OPPORTUNITY CLAUSE

(x) I have participated in previous contract(s) or subcontract(s) subject to the Equal Opportunity Clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114. I have filed all reports due under the requirements contained in 40 CFR, Part C, 8.11.

() I have not participated in previous contract(s) or subcontract(s) subject to the Equal Opportunity Clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114.

I will obtain a similar statement from any proposed subcontractor(s) when appropriate.



(Signature and Title of Prospective Prime or Subcontractor's Representative)

Remo Pizzagalli, Executive Vice President

(Printed or typed Name and Title of Prospective Prime or Subcontractor's Representative)

Pizzagalli Construction Company

50 Joy Drive, P. O. Box 2009

South Burlington, Vermont 05401

(Name and Address of Prospective Prime Contractor or Subcontractor)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
PIZZAGALLI CONSTRUCTION COMPANY, South Burlington, Vt.,
as Principal, hereinafter called the Principal, and
UNITED STATES FIDELITY AND GUARANTY COMPANY

a corporation duly organized under the laws of the State of Maryland
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of San Antonio, Texas,
Office of the City Clerk, City Hall, P.O. Box 9066, San Antonio, TX 78285,
as Obligee, hereinafter called the Obligee, in the sum of

-----5% of Bid----- Dollars (\$ 5% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solids Handling Facilities, Dos Rios Facility.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of April 19 86

Cystal L. Chandler
(Witness)

PIZZAGALLI CONSTRUCTION COMPANY

John C. Stewart (Principal) (Seal)
(Title) Treasurer

UNITED STATES FIDELITY AND GUARANTY COMPANY

Susan J. [Signature]
(Witness)

[Signature] (Surety) (Seal)
(Title)

R. C. Hulette, Attorney-in-Fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97606

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint L. F. Hackett, Duane A. Valine, Donald R. MacDonald, Michael C. Lantagne, R. C. Hulette, Susan H. Roop, L. David Smith, Mary A. Lahue, Edward L. Austim, III and W. E. McOwen of the City of Burlington, State of Vermont its true and lawful attorneys

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever anyone of the said L. F. Hackett and the said Duane A. Valine and the said Donald R. MacDonald and the said Michael C. Lantagne and the said R. C. Hulette and the said Susan H. Roop and the said L. David Smith and the said Mary A. Lahue and the said Edward L. Austim, III and the said W. E. McOwen

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 13th day of September, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By Jerome W. Dobbyn Vice-President.

(SEAL)

(Signed)

Brian T. Donahue Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY,

ss:

On this 13th day of September, A. D. 1985, before me personally came Jerome W. Dobbyn, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Brian T. Donahue, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Jerome W. Dobbyn and Brian T. Donahue were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL)

(Signed)

Margaret M. Hurst Notary Public.

STATE OF MARYLAND, BALTIMORE CITY,

Sct.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 13th day of September, A. D. 1985

(SEAL)

(Signed)

Sandra E. Banks Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

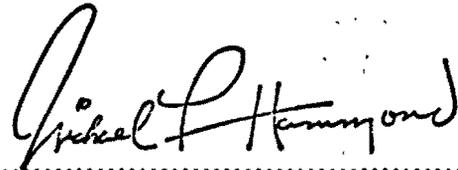
I, Michael P. Hammond, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to L. F. Hackett, Duane A. Valine, Donald R. MacDonald, Michael C. Lantagne, R. C. Hulette, Susan H. Roop, L. David Smith, Mary A. Lahue, Edward L. Austim, III and W. E. McOwen

of Burlington, Vermont, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on April 2, 1986.

(Date)



Assistant Secretary.

PERFORMANCE BOND

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

1986 JUL 17 AM 8 21

STATE OF TEXAS
COUNTY OF BEJAR
CITY OF SAN ANTONIO

KNOW ALL MEN BY THESE PRESENTS:

PIZZAGALLI CONSTRUCTION COMPANY
P.O. Box 2009, 50 Joy Drive
South Burlington, Vermont 05401

1. That we

Co-Sureties

as Principal, and United States Fidelity and Guaranty Company,
Baltimore, Maryland and Fidelity and Guaranty Insurance Underwriters, Inc.,
Baltimore, Maryland,

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 ***\$8,670,000.00*** 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 our selves, our heirs, executors, administrators, assigns, and successors, jointly and severally;

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

PIZZAGALLI CONSTRUCTION COMPANY
P.O. Box 2009, 50 Joy Drive
South Burlington, Vermont 05401

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

Solids Handling Facilities
Dos Rios Facility Contract 4B-1

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 16th day of July, A. D., 1986

5. The foregoing bond is approved and accepted this

16th day of July 1986.
[Signature]
City Manager

PIZZAGALLI CONSTRUCTION COMPANY
Contractors and Principals.

By [Signature]
Agent

CO-SURETY:
UNITED STATES FIDELITY AND
GUARANTY COMPANY

By [Signature]
R. C. Huletto
Attorney-in-Fact
Hackett, Vaine & MacDonald, Inc.
P.O. Box 2127
South Burlington, VT 05401-2127

Countersigned By: [Signature]
Albert James Maruchau
Tx. License #00061069

CO-SURETY:
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

By [Signature]
Timothy J. Taylor Agent
Attorney-in-Fact
Address of Surety for Service Purposes
300 Tower Life Bldg.
310 S. St. Mary's St.
San Antonio, Texas 78205

RECEIVED
CITY OF SAN ANTONIO
ITEM OF FILE

15 8 AM 11 JUL 2001

RECEIVED
CITY OF SAN ANTONIO
JUL 11 2001

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

NO. FG 56

KNOW ALL MEN BY THESE PRESENTS:

That FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., a corporation organized and existing under the laws of the State of Ohio, and having its principal office at 100 Light Street, Baltimore, Maryland 21203, does hereby constitute and appoint

Timothy J. Taylor

of the City of San Antonio, State of Texas

its true and lawful Attorney-in-Fact, with power and authority to sign its name as surety to, and to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof; and the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. hereby ratifies and confirms all of the acts of said Attorney-in-fact, pursuant to these premises.

This appointment is made under and by authority of a by-law of the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., a certified copy of which is hereto annexed and made a part of this Power of Attorney.

IN WITNESS WHEREOF, the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 14th day of February, 19 86.

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

(Signed) By J. M. Raley, Jr. Vice-President.

(SEAL) (Signed) J. J. Casserly Assistant Secretary.

STATE OF MARYLAND)
BALTIMORE CITY) ss:

On this 14th day of February, 19 86, before me personally came J. M. Raley, Jr., Vice President of FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. and J. J. Casserly, Assistant Secretary of said Corporation, with both of whom I am personally acquainted, who being by me severally sworn, said that they, the said J. M. Raley, Jr. and J. J. Casserly were respectively the Vice President and Assistant Secretary of the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal; that it was so affixed by authority of the by-laws of said corporation; and that they signed their names hereto by like authority as Vice President and Assistant Secretary, respectively, of the Corporation.

My Commission expires the first day of July, 19 86.

(SEAL) (Signed) Margaret M. Hurst NOTARY PUBLIC

Copy of By-Law

"Article VI, Section 7 - Execution of Instruments.

The Chairman of the Board, the President, any Executive Vice President, any Vice President, including the Financial Vice President, or any Assistant Vice President, in conjunction with the Secretary or an Assistant Secretary, shall have power on behalf of the Company:

(a) to execute, acknowledge, verify and deliver all contracts, obligations, instruments and documents whatsoever in connection with its business, including, without limiting the foregoing, any and all bonds, guarantees, undertakings, recognizances, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Company."

I, Michael P. Hammond, an Assistant Secretary of FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Timothy J. Taylor

of San Antonio, Texas, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a by-law of said Company, and that the foregoing is a true and correct copy of said by-law.

In Testimony Whereof, I have hereunto set my hand and the seal of FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. this _____ day of _____, 19____



.....
Michael P. Hammond
Assistant Secretary.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97606

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint L. F. Hackett, Duane A. Valine, Donald R. MacDonald, Michael C. Lantagne, R. C. Hulette, Susan H. Roop, L. David Smith, Mary A. Lahue, Edward L. Austim, III and W. E. McOwen of the City of Burlington, State of Vermont, its true and lawful attorneys

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 13th day of September, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Jerome W. Dobbyn Vice-President.

(SEAL) (Signed) Brian T. Donahue Assistant Secretary.

STATE OF MARYLAND, } ss: BALTIMORE CITY, }

On this 13th day of September, A. D. 1985, before me personally came Jerome W. Dobbyn, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Brian T. Donahue, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Jerome W. Dobbyn and Brian T. Donahue were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) Margaret M. Hurst Notary Public.

STATE OF MARYLAND } Sect. BALTIMORE CITY, }

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 13th day of September, A. D. 1985

(SEAL) (Signed) Sandra E. Banks Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

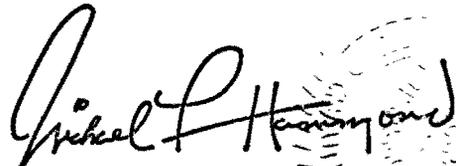
I, **Michael P. Hammond**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **L. F. Hackett, Duane A. Valine, Donald R. MacDonald, Michael C. Lantagne, R. C. Hulette, Susan H. Roop, L. David Smith, Mary A. Lahue, Edward L. Austim, III and W. E. McOwen**

of **Burlington, Vermont**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)



Assistant Secretary.

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

PAYMENT BOND

1986 JUL 1 AM 8:21

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

KNOW ALL MEN BY THESE PRESENTS:

PIZZAGALLI CONSTRUCTION COMPANY
P.O. Box 2009, 50 Joy Drive
South Burlington, Vermont 05401

1. That we

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY,
Baltimore, Maryland, and FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.,
Baltimore, Maryland,
Co-Sureties
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 ***\$8,670,000.00***
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

PIZZAGALLI CONSTRUCTION COMPANY
P.O. Box 2009, 50 Joy Drive
South Burlington, Vermont 05401

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

Solids Handling Facilities
Dos Rios Facility Contract 4B-1

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 16th
day of July, A. D., 19 86

6. The foregoing bond is approved and accepted this
16th day of July, 1986.

[Signature]
City Manager.

PIZZAGALLI CONSTRUCTION COMPANY
Contractors and Principals.

By [Signature] V.P.
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
Surety.

CO-SURETY:
UNITED STATES FIDELITY AND
GUARANTY COMPANY
By
R. C. Hulette
Attorney-in-Fact
Hackett, Valine & MacDonald, Inc
P.O. Box 2127
South Burlington, VT 05401-2127
Countersigned By: [Signature]

By [Signature]
Agent (attach evidence of authority of attorney-
in-fact)
Timothy J. Taylor
Attorney-in-Fact
Address of Surety for Service Purposes
300 Tower Life Bldg.
310 S. St. Mary's St.
San Antonio, Texas 78205

Albert James Maruchau
Tx. License #00061069
00620-1

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

1988 JUL 14 AM 8 51

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

NO. FG 56

KNOW ALL MEN BY THESE PRESENTS:

That FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., a corporation organized and existing under the laws of the State of Ohio, and having its principal office at 100 Light Street, Baltimore, Maryland 21203, does hereby constitute and appoint

Timothy J. Taylor

of the City of San Antonio, State of Texas

its true and lawful Attorney-in-Fact, with power and authority to sign its name as surety to, and to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof; and the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. hereby ratifies and confirms all of the acts of said Attorney-in-fact, pursuant to these premises.

This appointment is made under and by authority of a by-law of the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., a certified copy of which is hereto annexed and made a part of this Power of Attorney.

IN WITNESS WHEREOF, the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 14th day of February, 19 86.

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

(Signed)

By J. M. Raley, Jr. Vice-President.

(SEAL)

(Signed)

J. J. Casserly Assistant Secretary.

STATE OF MARYLAND)
BALTIMORE CITY) ss:

On this 14th day of February, 19 86, before me personally came J. M. Raley, Jr.

J. J. Casserly, Vice President of FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. and J. J. Casserly, Assistant Secretary of said Corporation, with both of whom I am personally acquainted, who being by me severally sworn, said that they, the said J. M. Raley, Jr. and J. J. Casserly were respectively the Vice President and Assistant Secretary of the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal; that it was so affixed by authority of the by-laws of said corporation; and that they signed their names hereto by like authority as Vice President and Assistant Secretary, respectively, of the Corporation.

My Commission expires the first day of July, 19 86.

(SEAL)

(Signed)

Margaret M. Hurst
NOTARY PUBLIC

Copy of By-Law

“Article VI, Section 7 - Execution of Instruments.

The Chairman of the Board, the President, any Executive Vice President, any Vice President, including the Financial Vice President, or any Assistant Vice President, in conjunction with the Secretary or an Assistant Secretary, shall have power on behalf of the Company:

(a) to execute, acknowledge, verify and deliver all contracts, obligations, instruments and documents whatsoever in connection with its business, including, without limiting the foregoing, any and all bonds, guarantees, undertakings, recognizances, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Company.”

I, Michael P. Hammond, an Assistant Secretary of FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Timothy J. Taylor

of San Antonio, Texas, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a by-law of said Company, and that the foregoing is a true and correct copy of said by-law.

In Testimony Whereof, I have hereunto set my hand and the seal of FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. this _____ day of _____, 19____



Michael P. Hammond
.....
Assistant Secretary.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97606

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint L. F. Hackett, Duane A. Valine, Donald R. MacDonald, Michael C. Lantagne, R. C. Hulette, Susan H. Roop, L. David Smith, Mary A. Lahue, Edward L. Austim, III and W. E. McOwen of the City of Burlington, State of Vermont its true and lawful attorneys

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 13th day of September, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Jerome W. Dobbyn Vice-President.

(SEAL) (Signed) Brian T. Donahue Assistant Secretary.

STATE OF MARYLAND, } ss: BALTIMORE CITY, }

On this 13th day of September, A. D. 1985, before me personally came Jerome W. Dobbyn, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Brian T. Donahue, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Jerome W. Dobbyn and Brian T. Donahue were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) Margaret M. Hurst Notary Public.

STATE OF MARYLAND } Sct. BALTIMORE CITY, }

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 13th day of September, A. D. 1985

(SEAL) (Signed) Sandra E. Banks Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Michael P. Hammond**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **L. F. Hackett, Duane A. Valine, Donald R. MacDonald, Michael C. Lantagne, R. C. Hulette, Susan H. Roop, L. David Smith, Mary A. Lahue, Edward L. Austim, III and W. E. McOwen**

of **Burlington, Vermont**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)



Assistant Secretary.



Certificate of Insurance

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 LISTED BELOW

NAME AND ADDRESS OF AGENCY <input type="checkbox"/> HACKETT VALINE MACDONALD P. O. BOX 2127 SO BURLINGTON, VT 05401	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER A U. S. FIRE INSURANCE COMPANY
	COMPANY LETTER B 005 JUL 17 AM 8 21
NAME AND ADDRESS OF INSURED PIZZAGALLI CONSTRUCTION COMPANY ATTN GARY WARNER PO BOX 2009 SO BURLINGTON, VT 05401	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY			BODILY INJURY	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> PREMISES—OPERATIONS			BODILY INJURY AND PROPERTY DAMAGE COMBINED		
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD			PERSONAL INJURY		
	<input type="checkbox"/> UNDERGROUND HAZARD					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED		
	<input type="checkbox"/> NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
	OTHER				\$	(EACH ACCIDENT)
A	BUILDER RISK	3203110521	07/14/87	*SITE \$10,825,620		

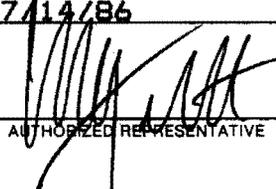
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
PC 9099 SOLIDS HANDLING FACILITIES, CONTRACT 4B-1, SAN ANTONIO, TEXAS
NAMED INSUREDS: CONTRACTOR, OWNER, AND SUBCONTRACTORS

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 below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

CITY CLERK
 CITY OF SAN ANTONIO
 CITY HALL
 P. O. BOX 9066
 SAN ANTONIO, TX 78285

DATE ISSUED: 07/14/86


 AUTHORIZED REPRESENTATIVE



Certificate of Insurance

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 LISTED BELOW.

NAME AND ADDRESS OF AGENCY <input type="checkbox"/> HACKETT VALINE MACDONALD P. O. BOX 2127 SO BURLINGTON, VT 05401	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER A	CONTINENTAL REINSURANCE CO CITY OF SAN ANTONIO CITY CLERK
NAME AND ADDRESS OF INSURED PIZZAGALLI CONSTR CO ATN GARY WARNER PO BOX 2009 SO BURLINGTON, VT 05401	COMPANY LETTER B	1986 JUL 14 AM 21
	COMPANY LETTER C	
	COMPANY LETTER D	
	COMPANY LETTER E	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEP. CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY	L2752511 **	01/01/87	BODILY INJURY	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	1,000	1,000
				PERSONAL INJURY		
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	LBA2969634	01/01/87	BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	1,000	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	WC2922321	01/01/87	STATUTORY		
				OTHER	\$	100 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
 PC 9099 DOS RIOS FACILITY CONTRACT4B-1 SOLIDS HANDLING FACILITIES
 *COVERAGES AFFORDED WILL NOT BE CHANGED, CANCELLED, OR RENEWAL REFUSED
 UNTIL 30 DAYS PRIOR WRITTEN NOTICE BY CERTIFIED MAIL TO CERTIFICATE HOLDER
 ADDITIONAL INSURED: OWNER, PROGRAM MANAGER & ENGINEER & EMPLOYEES—SEE BACK

~~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 below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER
 CITY CLERK
 CITY OF SAN ANTONIO
 CITY HALL
 P. O. BOX 9066
 SAN ANTONIO, TX 78285

DATE ISSUED: 07/14/86

 AUTHORIZED REPRESENTATIVE

PROFESSIONAL ENGINEERING SERVICES CONTRACT

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK



STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

1986 JUL 22 PM 1:15

CONTRACT FOR

Construction and Post Construction Phase Professional Services as set forth herein for the construction of Category No. 1, Dos Rios Facility, Contract 4B-1.

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 the PD-VA Group, a Joint Venture of Pape-Dawson, Inc. and Vickrey & Associates, Inc., private corporations, chartered under the State laws of Texas, acting by and through their designated officers pursuant to their by-laws or a resolution of their Board of Directors, hereinafter termed "CONSULTANT", 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 CONSULTANT pursuant to their by-laws or a resolution of their Board of Directors for services hereinafter set forth in connection with the above designated PROJECT for the City of San Antonio.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 General

CONSULTANT shall perform professional services as hereinafter stated during construction and post-construction for Category No. 1, Dos Rios Facility, Contract 4B-1 (PROJECT). It is understood that the CONSULTANT while contributing to the management and review of the design did not have engineering responsibility for the design. The CONSULTANT shall provide construction and post construction phase professional services as described in the SCOPE OF WORK (Exhibit A).

The CONSULTANT is the primary point of contact for the Construction Contractor at the construction site.

It is the responsibility of the CONSULTANT to assist the OWNER in the completion of the PROJECT in accordance with the Contract Documents.

1.2 Scope of Work

The services to be rendered by the CONSULTANT shall include all services required to complete the tasks described in EXHIBIT A, "SCOPE OF WORK."

1.3 Responsibilities

1.3.1 The observations made by the CONSULTANT as part of their services shall not relieve the Construction Contractor of an obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the Construction Contractor of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

The CONSULTANT has not been retained or compensated to provide construction observation or review services relating to the Contractors' safety precautions or to means, methods, techniques, sequences, or procedures required for the Construction Contractor to perform the Contractors' work. The Construction Contractor alone is responsible for the performance of the construction contract.

1.3.2 That recommendations by the CONSULTANT to the OWNER for periodic construction progress payments to the Construction Contractor are based on the CONSULTANT'S knowledge, information, and belief from observation that the quality and quantity of work represented by the recommendation is generally in accordance with the intent of the Contract Documents, but such recommendations shall not be deemed to represent that exhaustive examinations of the work have been made by CONSULTANT to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents nor that the final work will be acceptable in all respects.

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall:

2.1 Assist CONSULTANT by placing at his disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

2.2 Furnish to CONSULTANT, as required for performance of CONSULTANT's services, standard procedures for performance of subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; and other special data or consultations not covered in Exhibit A, "Scope of Work".

2.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.

2.4 Examine all studies, reports, sketches, design drawings, specifications, proposals and other documents presented by CONSULTANT; obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

2.5 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.

2.6 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 CONSULTANT's services.

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

2.8 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 CONSULTANT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT. The services of the CONSULTANT under this Contract are to commence upon receipt of written authorization to proceed from the OWNER and proceed continuously for twenty-five (25) months, unless a written mutually agreed to extension is executed by the OWNER and CONSULTANT.

3.2 If OWNER has requested significant modifications or changes in the extent or the time of performance of CONSULTANT's services of the PROJECT, the various components of compensation to the CONSULTANT shall be adjusted appropriately.

3.3 If OWNER fails to provide written authorization to proceed with the Services described in Exhibit A by August 1, 1986, the CONSULTANT's compensation described in Exhibit B, "Compensation for Professional Services", shall be subject to renegotiation.

3.4 If CONSULTANT's services are delayed or suspended in whole or in part by OWNER for more than six (6) cumulative months for reasons beyond CONSULTANT's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

3.5 Should the conditions arise which, in the opinion of the OWNER, make it advisable or necessary, that the CONSULTANT cease work under this Agreement, or should the CONSULTANT at any time, in the reasonable opinion of the OWNER, fail or refuse to prosecute the work efficiently, promptly or with diligence, the OWNER may terminate this Agreement upon written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT will immediately discontinue further work under this Agreement. In case of termination without OWNER ultimately proving fault of the CONSULTANT, the CONSULTANT shall be paid all amounts due for contractual commitments which cannot be cancelled within a

reasonably short period of time after such termination date. If the termination is occasioned by the proven fault of the CONSULTANT, the CONSULTANT shall be entitled to payment of allowable cost incurred for work deemed acceptable to the OWNER that had been accomplished in accordance with the Agreement through the date of termination.

Upon receipt of written notice from the OWNER to discontinue work the CONSULTANT shall discontinue work under the Agreement immediately. In the event the OWNER terminates the Agreement based upon the OWNER's reasonable opinion the CONSULTANT has failed or refused to prosecute the work efficiently, promptly or with diligence, the CONSULTANT shall have ten (10) days from the receipt of written notification by OWNER to cure such failure to perform in accordance with the terms of this Agreement.

SECTION 4 - PAYMENT TO CONSULTANT

4.1 Methods of Payment for Services and Expenses of CONSULTANT

OWNER shall pay CONSULTANT for services rendered under Section 1 (as defined by EXHIBIT A, "SCOPE OF WORK") in accordance with the provisions of EXHIBIT B, "COMPENSATION FOR PROFESSIONAL SERVICES".

4.2 AUDIT: ACCESS TO RECORDS

4.2.1 The CONSULTANT 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 CONSULTANT shall also maintain the financial information and data used by the CONSULTANT 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 CONSULTANT will provide proper facilities for such access and inspection.

4.2.2 The CONSULTANT agrees to include the same audit paragraphs of this Contract in all his contracts and all 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 CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to this clause, provided that the CONSULTANT 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 CONSULTANT.

SECTION 5 - GENERAL CONSIDERATIONS

5.1 Reuse of Documents

All documents prepared by CONSULTANT pursuant to this Agreement are instruments of service in respect of this PROJECT. They are not intended or presented to be suitable for reuse by the OWNER or others on extensions of this PROJECT or on any other project. Any reuse without written verification and adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

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 CONSULTANT 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 CONSULTANT 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. 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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 two private corporations composing the CONSULTANT 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. CONSULTANT 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 6.2.3 through 6.2.5.

The CONSULTANT shall submit evidence at time of execution of this document that the two private corporations each have in full force and effect the following insurance:

6.2.1 Professional Liability - errors and omissions insurance in an amount of not less than \$1,000,000, 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 two private corporations of the CONSULTANT 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 CONSULTANT; 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. The total liability of the two private corporations of the CONSULTANT to the OWNER under this provision shall in no event exceed the amount of the total compensation received by CONSULTANT for services hereunder.

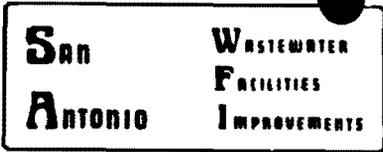
SECTION 7 - EXHIBITS

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 6 pages.

7.1.2 EXHIBIT B, "COMPENSATION FOR PROFESSIONAL SERVICES" consisting of 1 page.

7.2 This Agreement (consisting of pages 1 to 8, inclusive), together with the EXHIBITS identified above constitute the entire Agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said EXHIBITS may only be amended, supplemented, modified or cancelled by a duly executed written instrument.



RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

ORD # 63182
7-3-86 ✓

CHANGE ORDER

1987 MAY -5 PM 2:12

CHANGE ORDER NUMBER 1 DATE April 9, 1987
PROJECT NAME Dos Rios Facility Solids Handling Facility
PROJECT NO. 52-009121

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

See Attachment "A"

RECEIVED

APR 1 1987

PIZZAGALLI CONST. CO.
JOB 8929

Justification:

See Attachment "B"

The Contract completion time will be (increased) ~~(decreased)~~ -0- working days.

Original Contract Amount	\$ <u>8,670,000.00</u>	Original Contingency Funds	\$ <u>86,700.00</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>11,511.95</u>	This Change Order Adjustment	\$ <u>11,511.95</u>
New Contract Amount	\$ <u>8,681,511.95</u>	Contingency Fund Balance	\$ <u>75,188.05</u>

This Change Order is Acceptable.

Contractor Pizzagalli Construction Company
By *Calvin Luten*
Title Project Manager Date 4-14-87

Recommended:

Ken Laper
Resident Engineer
Gregory J. Kuehler
Department of Environmental Management

For the PD VA Group
Date 4.16.87

Professional Fee () Eligible () Ineligible

Approved: *[Signature]*
City Manager Date 5/87

Approved: *[Signature]*
Director of Public Works Date 4/27/87

Attachment A

SCOPE OF WORK

Change Order No. 1

Page 1 of 6

Dos Rios Facility Solids Handling Facility

Item 1. a. Delete the following items from the contract.

- 1 - 1,180 s.f. Trailer complete
- 1 - IBM Electric Typewriter
- 1 - 4 - Drawer Fire Rated Cabinet
- 1 - 4 X 8 Drafting Table
- 1 - Light
- 1 - Stool
- 1 - 30 X 60 Desk
- 1 - Automatic Copier
- 1 - Medicine Cabinet

b. Add the following items to the Contract.

- 1 - 720 s.f. Trailer
- 1 - Semi - automatic copier
- 1 - Computer Table

c. Delete the requirement for trailer to become property of Owners at completion of contract.

These items will decrease the contract amount by \$9,000 with no time extension.

Item 2. Delete the following items from the Contract (Reference Section 14510 of the specifications).

- 11 - tractor trailers
- 6 - utility vehicles

The following changes shall be made to the specifications.

Attachment A

SCOPE OF WORK

Change Order No. 1

Page 2 of 6

- a. Section 14510, C.1.b. should read; Description: "cab and chassis, 48,860 GVWR. Cab to axle minimum 96".
- b. Section 14510, C.1.c. should read; "Engine: 315 gross h.p.; 310 net h.p. at 2,100 rpm ---."
- c. Section 14510, E.1.d. should read; "Transmission: Spicer model 5952D, five (5) gears forward, one (1) reverse, two (2) disc 14 inch ceramic face clutch."
- d. Section 14510, E.1.f. Should read; "Front axle: minimum 12,000 lbs."
- e. Section 14510, E.1.l. should read; "Wheels and tires: Front and rear wheel seals to be stemco wet; wheels cast spoke, 22.5X8 rims with 12RX22.5 tires, minimum 16 ply."
- f. Section 14510, F.1.i. should read; "Weight: 19,900 lbs. basic operating weight. (if additional counter weight is needed, it should be permanently attached.)"
- g. Section 14510, F.2.e. should read; "Brakes: Hydraulic - 2 dry dish brakes or hydrostatic braking."
- h. Section 14510, F.2.f. should read; "steering: Single or two lever control."
- i. Section 14510, F.2.i. should read; "--- Bucket may have either weld-on or bolt-on cutting edge.---"
- j. Section 14510, F.2.k. should read; "ROPS Cab: provide open ROPS Cab."

Attachment A

SCOPE OF WORK

Change Order No. 1

Page 3 of 6

Supply nine (9) tractors, four (4) trucks, three (3) 2 1/2 cubic yard front end loaders and two (2) 1/2 cubic yard front end loaders in accordance with specifications Section 14510 and the above mentioned changes.

This item will decrease the contract amount by \$224,286.37 with no time extension.

- Item 3. Modify the Neat Polymer Transfer Pumps (Reference Section 11356, paragraph 2.5B.2 and 2.5C. of the specifications). Change the constant speed motor and direct drive requirement and replace with Mechanical Adjustable speed drive. Change hp requirement from 2hp to 3hp.

This item will increase the contract by \$2,530.00 with no time extension.

- Item 4. Furnish, install and connect 9 intercommunication telephones in the BFP Facility in accordance with the locations and details of the attached entitled "Intercommunication Telephones". Additionally, add-on or expand the existing PBX capacity as provided by Contract 2 (see attached specification, Section 16760, Intercommunication System) to accommodate these additional units. With the exception of a 1500 LF run from EHH PD-1 to BFP facility the intercom system wiring between building or structures proposed is already in place. This segment and the wiring within the BFP facility itself will be provided by this proposal, in addition to the required equipment and shall be installed in PVC coated conduit. Telephone equipment to be provided by this proposal shall match the equipment being provided by Contract 2.

This item will increase the Contract by \$48,050.13 with no time extension.

- Item 5 Add an "Automatic Lubrication System" to each of the 12 Belt Filter Presses as follows:

Attachment A

Change Order No. 1

Page 4 of 6

- a. The belt filter lubrication systems supplied for operation on the 12 Ashbrook-Simon-Hartley Winkle-presses shall be the Lincoln Centro-matic as supplied by Ashbrook-Simon-Hartley. The specified components are as follows per system:
 - (1) Model 181Ø Centro-matic grease reservoir and pump.
 - (1 per Bearing) Series SL-33 injectors in 3ØØ Series stainless steel.
 - (1 Lot) Series 3ØØ stainless steel fittings and tubing.
- b. Systems shall be factory installed during belt press manufacturing.
- c. Provide one Auto Lube System per belt filter press plus four (4) spare Model 181Ø Centro-matic units each with the Series SL -33 injectors in 3ØØ Series stainless steel and four (4) Lot Series 3ØØ stainless steel fittings and tubing.

This item will increase the Contract by \$89,464.25 with no time extension.

Item 6.

Furnish, install and connect load cell belt scales for the secondary conveyors in the BFP facility at the locations shown on attached sketch SK-E-1 and in accordance with the specification (attached) entitled "Load Cell Belt Scales".

This item will increase the Contract by \$71,942.83 with no time extension.

Item 7.

Install expansion joints in all interior pipe lines of sludge storage tank, near the tank walls. Reference should be made to Contract Drawing C/S-1Ø for the existing piping layout.

Attachment A

Change Order No. 1

Page 5 of 6

The installation of the expansion joints shall be similar to that shown for the exterior expansion joints with the exception that the expansion joints will be installed inside the tank. The expansion joints shall conform to Contract Specification 15053-4, Paragraph 2.1.D, and be furnished with chlorobutyl elastomers.

This item will increase the Contract by \$6,543.43 with no time extension.

Item 8 Delete one (1) set of monthly progress photographs.

This will decrease the contract amount by \$192.50 with no time extension.

Item 9 Relocate 4" potable water, 3" polymer, 3" seal water and 1" instrument air lines per attached sketches SK-G-1, SK-G-2, and SK-G-3.

This item will decrease the contract amount by \$2,000.00 with no time extension.

Item 10 Provide the following items associated with the twelve sludge feed pump variable frequency drives (VFD) submitted under transmittal No. 33.

- a. VFD Output Contactor
- b. Local Disconnect/Circuit Breaker for VFD

Attachment A

Change Order No. 1

Page 6 of 6

- c. Input Line reactors
- d. 4-2Ø maDC output signal from the VFD

This item will increase the Contract by \$26,234.00 with no time extension.

Item 11

Alter the vertical run of 3" filtrate piping located at each belt press on the side opposite the drives as follows:

- a. Lower 3" tee and valve enough to clear structural beam - approximately 9".
- b. Maintain same orientation of tee and utilize sch. 4Ø PVC fittings and pipe.
- c. Joints to be solvent welded.

This item will increase the Contract by \$2,226.18 with no time extension.

Item 12

Supply the following Westinghouse hardware: One Westinghouse DPU, One Westinghouse Engineer's Console, one Westinghouse Digitizer Tablet, Thirty (30) Westinghouse "Q-Line Cards" for I/O. The above hardware shall be the same style and model numbers used in Contract 2. The data regarding the particular items of equipment should be coordinated through Westinghouse.

Delete the interface requirement specified by Spec. Section 1362Ø, Par. 1.1.B., and gateway interface as specified under Specification Section 1362Ø, Par. 2.1.E.5.

The data highway cable and appliances (termination hardware) connecting the BFP Monitoring Room and the DIGM remain in the contract.

This item will increase the Contract by \$-Ø- with no time extension.

Attachment A (Continued)

Change Order No. 1

Page 1 of 1

Item 12 (Continued)

Pizzagalli Construction Company will not be responsible for any costs for hardware or software, or services relating to the interface between the Synet Network and the Westnet Data Highway, except to provide two shielded cables and conduit between the Belt Filter Press Monitoring Station and the DIGM. This cable will be left coiled at each end. No connections will be made to any equipment.

Termination wiring diagrams and/or list for hardwiring the 4B-1 local system to the Westinghouse equipment being supplied, are excluded.

Pizzagalli Construction Company and its vendor, Energy Instrument Systems will not be held responsible for any delay to the Contract should the Westinghouse equipment required by the Engineer, not be supplied on time.

Attachment B
Justifications

Change Order No.1

Page 1 of 2

Dos Rios Facility Solids Handling Facility

- Item 1. The office trailer and its contents were modified to meet the needs of the construction manager.
- Item 2. The trailers and utility vehicles were deleted because the City elected not to purchase these items under this contract.

The changes to Specification Section 14510 were made in order to purchase vehicles that are comparable to other vehicles purchased by the City.
- Item 3. The neat polymer transfer pumps were modified to give greater flexibility in polymer dilution.
- Item 4. The additional telephone units will provide operating personnel with Communications access within the Belt Filter Press Facility and the rest of the Dos Rios Facility.
- Item 5. The auto Lube System for the Belt Filter Presses will facilitate the maintenance of these units and result in extended service life.
- Item 6. The addition of load cell belt scale units to the secondary conveyors will permit greater accuracy in determining cake solids production and allow automation of mass balance calculations.
- Item 7. The installation of interior expansion joints at the Sludge Storage Tank will allow for movement between the interior piping and the concrete tank walls.
- Item 8. One set of monthly progress photographs was deleted because it was not needed.
- Item 9. The rerouting of the 4" potable water, 3" seal water and 1" instrument air lines was done to decrease yard piping conflicts.

Attachment B
Justifications

Change Order No.1

Page 2 of 2

- Item 10. Electrical controls were shown on the electrical drawings, but omitted from the sludge feed pump specification. These controls are necessary for system reliability and for electrical code compliance.
- Item 11. The modification to the 3" PVC filtrate piping on the belt presses is required to offset a structural barrier and to maintain flexibility for possible future recirculation of filtrate.
- Item 12. The equipment to be provided by this modification will interface the Belt Press Facility with other site activities and eliminate project delays and warranty conflicts.

VRS/dm

CO.NO1

Dos Rios C-4B1

Intercommunication Telephones

1. 9 Additional Telephone Locations

- a. Install one telephone on the side of the main panel in operators room.
- b. Install one telephone on the south side of each of Belt Filter Presses 5, 6, 7 & 8, locate near local panels.
- c. Install one telephone in the MCC Room.
- d. Install one telephone at and attach to the Polymer Control Panel.
- e. Install one telephone at truck loading station at truck level to be field located and approved by the Engineer.
- f. Install one telephone at truck loading station on catwalk to be field located and approved by the Engineer.

2. 10 Additional Speakers

- a. Install six (6) speakers in the upper level of the Belt Filter Press Building under the lights, ten (10) feet above catwalks. Mount on or as close as possible, one speaker at each of the following columns.

A-9	F-9	D-10
A-12	F-12	D-12

- b. Install four (4) speakers at sludge loading level on catwalk to be field located and approved by the Engineer.

SECTION 16760

INTERCOMMUNICATION SYSTEM

CONTRACT 2

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope: CONTRACTOR shall furnish all labor, materials, equipment and incidentals as shown, specified and required to furnish and install a complete intercommunication system.

1.2 GENERAL REQUIREMENTS

A. General:

1. Install the intercommunication system in the Administration Building, Operation and Maintenance Building and Guard Shack so that this part of the intercommunication system including outside communication is operational when these buildings are ready for occupancy.
2. The remainder of the intercommunication system shall be installed when the construction schedule dictates.
3. All wiring, conduit, junction boxes, piping and connecting hardware required between equipment and components on or inside enclosures are included.

1.3 QUALITY ASSURANCE

A. Supplier:

1. In order to insure standardization, proper interfacing and compatibility, and an appropriate grounding system for the equipment wiring, it is required that all equipment offered under this Section, shall be furnished by a single supplier who shall furnish all equipment required for a proper installation and coordinate all shop drawings.
2. All items of equipment including wire and cable shall be designed by the supplier to operate as a complete system.
3. The supplier shall have and maintain an adequate service organization or service representatives located within 200 miles of the project site knowledgeable in the maintenance and installation of equipment required.
4. He shall have a technical backup staff with engineering skills sufficient to properly interpret and implement the Contract requirements.
5. He shall be capable of furnishing equipment of his own manufacture meeting the requirements of these Specifications, having a total dollar value of at least 60 percent of the total equipment for this Item.
6. The ENGINEER may make such investigations as he deems necessary to determine the ability of the supplier to perform the work and provide proper and timely service.

7. Failure to provide adequate service or failure to provide adequate communication systems on similar projects will be considered evidence that the supplier is unqualified.
8. The CONTRACTOR shall submit the supplier's name and qualifications for approval within 30 days after award of the Contract and before any approval drawings are submitted.

B. Reference Standards: Comply with applicable provisions and recommendations of the following except where otherwise shown or specified:

1. National Electrical Code.
2. Underwriters' Laboratories, Incorporated.
3. Factory Mutual.
4. National Electrical Manufacturers Association.
5. Occupational Safety and Health Act.

1.4 SUBMITTALS

A. Shop Drawings: Submit for approval the following:

1. Manufacturer's literature, illustrations, specifications and engineering data including: general arrangement, outline drawings, dimensions, materials, size, weight, and performance data.
2. Fabrication, assembly, and installation drawings.
3. Complete riser diagram clearly labeling all conduit and wire.
4. Layout drawings with conduit and equipment numbers.
5. Operation and maintenance data in accordance with Section 01730.
6. Spare parts and maintenance materials in accordance with Section 01760.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All equipment and components furnished under this Item requiring electrical power shall be suitable for operation on a 115 volt, ± 10 percent, 60 Hz, ± 2 Hz supply or a suitable regulator shall be provided for any equipment or component requiring closer regulation. The supplier shall furnish power supplies, as required, suitable to drive components, utilizing different voltage. Surge arrestors shall be provided as required to protect all equipment from power surges and voltage spikes.
- B. The Intercommunication System shall provide facilities for two-way voice conversation between a station originating a call and the called station(s) over telephone type receiver-transmitter handsets. The System shall also have a paging channel on which speech will be broadcast over all plant system speakers. The system shall receive and/or make up to twelve calls on outside lines (Bell Telephone). All equipment for connection to Bell Telephone equipment shall meet the requirements of Bell Telephone. The ability to make outside calls shall be at designated stations described hereinafter. Paging shall originate at control rooms, guard shack or the central console.

- C. The Intercommunication System shall be a microcomputer-based communications system. It shall utilize the basic design philosophy of distributed control and switching techniques. Distribution of the controls shall be accomplished by providing the decision-making capability of a computer to each telephone set.
- D. Wired using multi-conductor cable, in a parallel-bus configuration, the system shall provide selectivity and speech privacy on up to 20 dial accessed channels (speech paths). In addition, one each all call page line and party line (common, non-private talk path) shall be provided.
- E. The telephone interface cabinet shall contain the central switching unit if a central switching unit is required. The telephone interface cabinet shall contain an uninterruptable power supply to provide up to six hours of operation of the telephone interface/control switching unit and operator's console.
- F. Application of the system shall be as a page/party and a complete telephone interconnect - working into telephone company provided subscriber loop start circuits. The communication system shall consist but not be limited to power supplies, line balance assemblies, telephone line interface cabinet, attendant consoles, telephone stations, amplifiers, speakers, cable and connectors.
- G. All stations in the System shall have same position hierarchy. Establishment of party-line communication shall be strictly on a first come first serve basis until all the channels are filled up.

*Add in #4
8/2/84*

- H. ~~"Paging line will override conversation on all stations without regard to use of station and will not cut into conversation with another station."~~
- I. ~~"The system shall have a minimum of one paging line, one non-private and twelve private party lines or channels. This will allow a maximum of twelve private conversations to take place simultaneously."~~
- J. ~~units shall be installed in office areas or control rooms.~~
- K. Handsets and jacks shall be provided with all necessary mounting hardware, including pipe stands, mounting brackets and appurtenances. Handsets and jacks shall be mounted approximately five feet above finish floor or operating platform.
- L. Speakers shall be equipped either with single horn or dual horns where required for wider dispersion. Dual horns shall be adjustable from 60 to 180 degrees apart. The speakers shall be heavy industrial grade, weatherproof and chemical resistant. The supplier shall select the drive units, either 8 or 16 ohm. The units shall provide clear penetration of voice sound in a high-noise-level environment.

~~emergency
a conversation
In this case
station where~~

~~one and twenty party
ity private~~

~~-top or weather-
scated in noisy
re. Desk-top~~

Speakers for office and process control room use shall be incorporated in the desk-top handset units. Speakers that are located on walkways shall be installed as not to obstruct the walkway.

- M. The operating features of the System shall be controlled by micro-computer systems. The instructions executed by the computer system shall be stored in memory elements which shall require no reloading in the event of a power failure.
- N. Central office line expansion shall be achieved by the addition of plug in circuit boards, one for each central office line added. Station expansion shall be achieved by connecting a new station to an extension of the existing system cable.
- O. All components of the telephone system shall be wired in parallel and shall allow the connection of additional stations and central office lines without the removal of power from any part of the existing system.
- P. Handset or headset jack stations shall be provided in operations areas where temporary establishment of a communications channel may be required periodically. Five handset and five headset jack stations shall be provided. *These jack stations to interface with control rooms only.*
- Q. All party-line communication shall be private and confidential unless conference mode is selected.

ALL 'mtg
8/2/84

Private

2.2 REQUIRED FEATURES

- A. All phones shall have the following features unless noted otherwise:
 - 1. Each telephone shall be equipped with both intercom and central office line capabilities.
 - 2. All Page: Station shall be capable of making ALL PAGE announcement to all stations by depressing a single button. Control rooms, guard shack and central console shall have this feature.
 - 3. Automatic Privacy: All intercom and central office lines shall be private with no override by any station.
 - 4. Central Office: User shall be able to access an outside central office line by depressing a single button.
 - 5. Conferencing: It shall be possible for station users to establish conference calls with any combination of incoming or outgoing calls both internal and external, up to a maximum of 5 parties.
 - 6. Hands-free: Station shall have hands-free operation. See special function schedule.
 - 7. Call Park: A station user shall be able to park a call by momentary depression of one button and flashing switch hook. Timing of depression shall not be required. Call Park shall support the following:
 - a. Retrieve call at another station,
 - b. Originate another call on his telephone,
 - c. Return to another call that had been held via Call Park.
 - 8. Call Hold: Momentary depression of one button shall put call on hold. Timing of depression shall not be required.

ALL 'mtg
8/2/84

9. **Restricted Station:** Stations shall be denied the ability to place outside calls, unless noted otherwise. They shall be able to place station-to-station calls and achieve outside line access under the control of a non-restricted station.
10. **Station-to-Station Calling:** The station user shall be able to directly dial other stations within the system.
11. **Station Transfer:** Station shall be capable of transferring an incoming or outgoing call to another station.
12. **Consultation Hold/Add-On:** It shall be possible for station user to consult with a third party while on an outside call. The consulted party shall be able to be added-on to the held party forming a 3-way conversation.
13. **Speed Dialing:** It shall be possible for stations to place calls to a predetermined list of frequently called numbers by dialing an abbreviated code.
14. **Call Waiting:** It shall be possible for attendant to inform a busy station by means of a tone that a call is waiting.
15. **Night Answer:** It shall be possible for calls received after business hours to ring at, and be retrieved by any station in the system.
16. **Locate/Meet Me:** A station user while engaged in a private conversation shall have the ability to locate an individual by paging and request that individual to respond via direct (non-dial) access common speech path.
17. **Busy Lamp Field:** The attendant shall be provided with a visual indication of the busy or idle condition of stations via light emitting diodes.
18. **Direct Outside Line Access (Local):** Selected stations shall have the ability to place direct outside calls. See special function schedule.
19. **Direct Outside Line Access (Long Distant):** Selected stations shall have the ability to place direct outside calls.
20. **Emergency Call:** Dialing Code ~~999~~²⁷¹ shall connect any station direct to Guard Shack and have priority over any other use. Break-in on any call in progress shall occur if necessary.
21. **Field Programmability:** Page, night answer, direct outside line capability shall be field programmable.

*add in #4
8/2/84*

2.3 LOCATIONS OF EQUIPMENT

- A. Equipment shall be suitable for use in the following general types of surroundings:
 1. Extremely noisy, as high as 115 dB sound pressure level.
 2. Extremely warm or cold locations.
 3. Exposure to direct sunlight.
 4. Extremely humid and oily locations, 100 percent relative humidity, condensing atmosphere, dripping oil, oil sprays.
 5. Chemical resistant, including Methane, H₂S, NH₄ and CL₂ fumes.
 6. Constant vibration.
 7. The complete communication system will be used in a wastewater treatment plant environment where there will be high energy AC fields, DC control pulses, and varying ground potentials between the various components.

2.4 TELEPHONE STATIONS

- A. Telephone Construction: Desk-top Telephone station shall be constructed of high impact Cycloc material. It shall be possible to wall mount the station.
1. Dial Pad shall be constructed of membrane (flexible circuit) switch technology. Allowing for simple pushbutton activation of features. Timing of depression of pushbutton shall not be required. Dial Pad shall be covered with material not allowing penetration of dirt or moisture into dial pad circuitry.
 2. Station shall be equipped with dynamic microphone and antisidetone and receiver gain adjustment for effective communication in high and low noise areas.
 3. The Desk-top Telephone Station shall be able to operate in ambient temperature from 32 F to 158 F. The handset transmitter shall be pressure differential dynamic. The handset receiver shall be high-efficiency dynamic.
 4. The Handset Amplifier Section shall have a frequency response of 250 to 4,000 Hz. The distortion shall be 1.5 percent maximum at 1000 Hz.
 5. The speaker-amplifier section shall have a push-pull Class B adjustable output level. Frequency response shall be 250 to 4000 Hz. Distortion shall be 1 percent maximum THD at 1000 Hz.

2.5 ENCLOSURES

- A. Weatherproof Enclosures:
1. Nonmetallic enclosures Type A shall be made from LEXAN and shall have a hinged door with cam-style latch, and a rating of NEMA 4X.
 2. Provisions shall be made for system cable support.
 3. Metallic enclosure Type B shall be aluminum, and shall have a hinged door with a cam-style latch, and a rating of NEMA 4. 1-1/4 inch conduit hubplates shall be provided on both top and bottom.
 4. Provisions shall be made for system cable support.
 5. All tunnel and basement located equipment shall have Type B enclosures.
 6. All outdoor located equipment shall have Type A enclosures with the exception of junction boxes which shall be Type A or B.

2.6 SPECIAL FUNCTION SCHEDULE

- A. Direct Outside Line Access (Local):
1. Disinfection Building Control Room.
 2. Central Monitoring Station.
 3. Polymer Building Control Room.
 4. Operation and Maintenance Building:
 - a. Rooms 102, 104, 105, 127, 142, 143 and 144.
 5. Guard Shack.
- B. Direct Outside Line Access (Long Distance):
1. Administration Building:
 - a. Rooms 102, 107, 110, 115, 116, 122, 129 and 139.
 2. Operation and Maintenance Building:
 - a. Rooms 106 and 145.

C. Hands-Free:

1. Administration Building:
 - a. Rooms 102, 107, 110, 115, 116, 122 and 129.
2. Operation and Maintenance Building:
 - a. Rooms 106 and 145.

D. Night Answer:

1. Central Monitoring Station.
2. Guard Shack until Central Monitoring Station is in service.
3. *All services with dialed number access*

*Add'm #4
8/2/84*

2.7 CABLE

- A. Type: Multi-conductor cable furnished by intercommunication system supplier. Minimum #19 AWG, twisted pairs, polypropylene insulation color coded, corrugated aluminum or braided copper shield, polyethylene jacket.
- B. Capabilities: Provide power, voice, speaker and page within one conduit.
- C. Jacket: Direct burial type cable with black polyethylene jacket.
 1. Outdoors: Waterproof and resistant to sun.
 2. Tunnels and Basements: Waterproof. Cable filled with waterproof material.
 3. In Embedded Conduit: Waterproof (same as 2. above).
 4. Dry Locations, Indoors Above Grade: PVC jacketed, moisture, oil, alkali, flame and fungus resistant.

2.8 CONDUIT

- A. Provide complete conduit system in compliance with Division 16.

2.9 PRODUCTS AND MANUFACTURER

- A. Provide equipment manufactured by one of the following:
 1. Gai-tronics Corporation.
 2. Or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install intercommunication system in accordance with approved Shop Drawings and the manufacturer's recommendations.
- B. Install all conduit and cable required for the complete system including 120 volt power requirements from local lighting panels.
- C. Bond metallic conduits entering non-metallic enclosures to a ground terminal within the enclosure.

3.2 FIELD QUALITY CONTROL

- A. Required Manufacturer's Services: Retain a qualified factory-trained serviceman to perform the following services:
 - 1. Inspect and adjust the equipment after installation and insure that it operates properly.
 - 2. Instruct OWNER'S personnel in the operation and maintenance of the equipment.

- B. Field Tests:
 - 1. Field testing to be supervised by a factory-trained serviceman.
 - 2. Verify that the entire installation has been made in accordance with the approved manufacturer's drawings, and that the intercom/paging system is ready for total plant operation.
 - 3. Adjust and leave equipment in proper working order.

3.3 WARRANTY AND MAINTENANCE CONTRACT

- A. CONTRACTOR shall provide a one year warranty for the intracommunication system in the Administration Building, Operation and Maintenance Building and Guard Shack when this Section on the intercommunication is accepted by the OWNER.

- C. CONTRACTOR shall provide a maintenance contract for the intercommunication system in the Administration Building, Operation and Maintenance Building and Guard Shack that shall commence when the warranty for this Section expires and expires when the warranty for the remainder of the intercommunication expires.

3.3 TRAINING

- A. CONTRACTOR shall provide a minimum of ten days of training by a factory-trained representative of the intracommunication supplier.

- B. Training shall include operation, maintenance and troubleshooting.

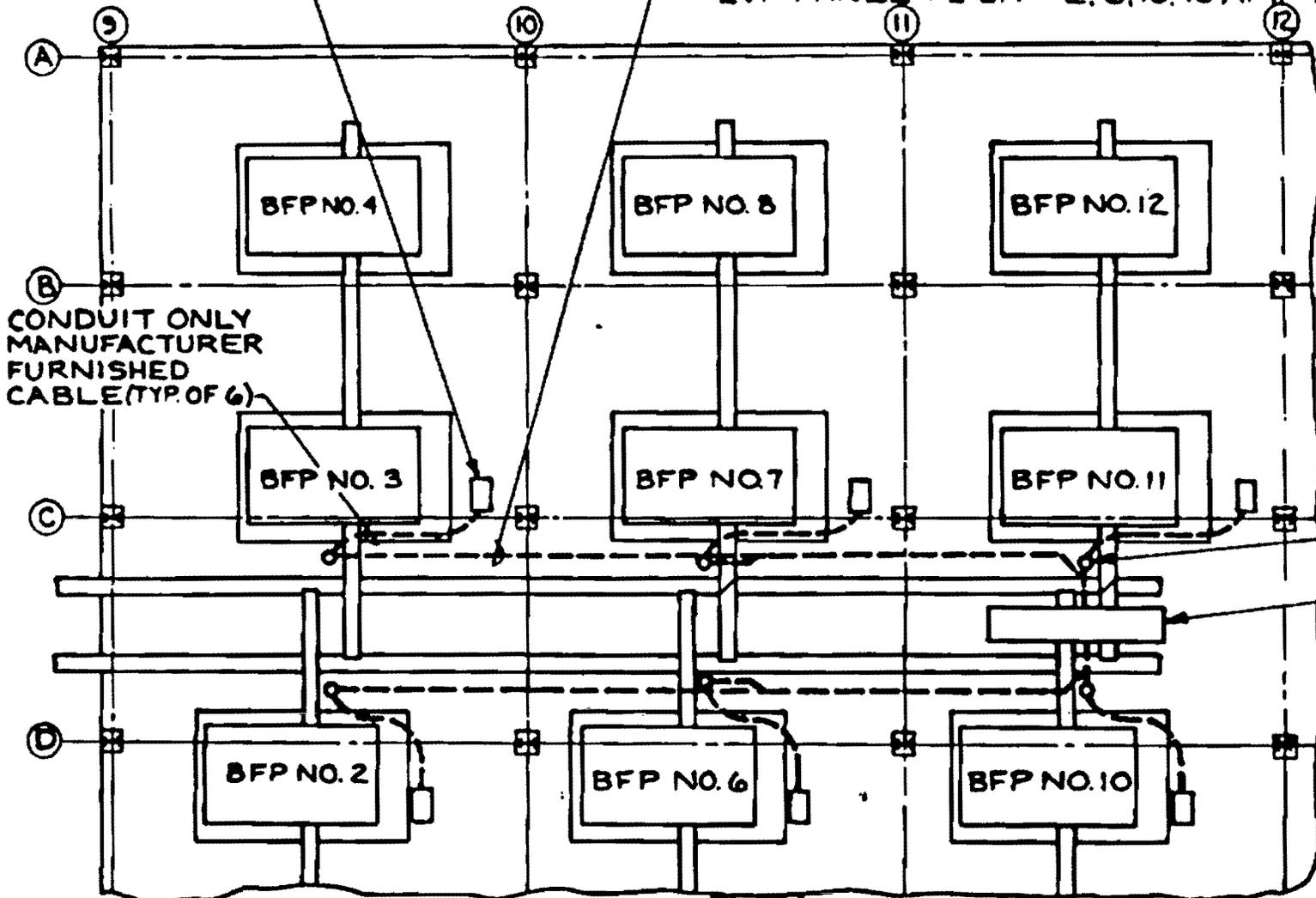
- C. CONTRACTOR shall give the OWNER two weeks notice of the intended schedule date when the training with commence.

+ + END OF SECTION + +

INSTALL NEMA 4X ENCLOSURE FOR BELT SCALE ON SECOND LEVEL WITH BFP CONTROL PANEL (TYP.)

INSTALL 3/4" CND FROM RESPECTIVE LIGHTING PANELS IN MONITORING STATION, EACH OF THE SIX ENCLOSURES.

L&P PANEL #1-BFP 3, 7, 11, 15 AMP 110V-1BKR
 L&P PANEL #2-BFP 2, 6, 10, 15 AMP 110V-1BKR



CONTRACT NO. 4B-1
 REF. SHEET E-6 AND
 E-7 DRAWING NO.
 409N-86.056-0 AND
 409N-86.057-0.

IDLER BELT
 SCALE (TYP.)
 PULL BOX-UP TO
 MCC'S & CONTROL
 PANELS (NOTE 1)

NOTES:
 1. PROVIDE CONDUIT & WIRING FOR SIGNALS TO PLANT MONITORING SYSTEM AND MAIN PANEL VIA PULL BOX.

JULY 31, 1986

MALCOLM PIRNIE, INC.

PLAN
 SINGLE IDLER BELT SCALE SYSTEM
 NOT TO SCALE

DOB RIOS FACILITY
 SAN ANTONIO, TEXAS
 CONTRACT NO. 4B-1

MALCOLM
 PIRNIE

SK-E-1

Dos Rios C-4B1

Load Cell Belt Scales

Under Section 14550 (Belt Conveyors), add to each secondary conveyor (6) a single idler belt scale consisting of the following components.

Each belt scale shall consist of the three components, the suspension, the speed sensor and the scale integrator. Each single idler belt scale shall feature a four bolt mounting into a conveyor system, replacing an idler which is then mounted on the scale. The steel channel base of the suspension shall support two electronically balanced load cells. Taking advantage of the parallelogram principle, the load cells shall react only to the vertical force of the mass transmitted through the idler and never to idler friction, sideforces, or off-center loading. Vertical force, representing true material load shall be sensed by the load cells, thus providing the weight signal. A shaft mounted speed sensor shall provide a signal for the belt speed. The micro-processor based scale integrator shall receive the weight and speed signals, then process these signals to provide accurate indications of flow rate and totalized material.

Required features:

- a. Accuracy: $\pm 0.5\%$ of totalized weight over a range of 25% to 125% of design capacity.
- b. Mounting: four bolts, to conveyor stringer.
- c. Weigh Bridge Construction: formed and structural steel, supporting two load cells in compression mode.
- d. Clearance: designed to fit any standard conveyor, min. space required between belt strands - 12 inches (300 mm).
- e. Overload Rating: 1000% overload.
- f. Calibration: via static test weights (supplied).
- g. Load Cell Specifications:
 1. Type: Super precision strain gauge, temperature compensated.
 2. Rated Output: 2mV/V.

3. Non-linearity: 0.03% of rated output.
4. Hysteresis: 0.02% of rated output.
5. Non-repeatability: 0.01% of rated output.

h. Speed Sensor:

1. Type: Digital, photo electric pulse generator.
2. Drive: Directly coupled to the tail pulley.
3. Enclosure: Weather-tight cast aluminum.

i. Scale Integrator:

1. Power

- a. Voltage: 115VAC
- b. Frequency: 60 Hz
- c. Consumption: 55 VA memory back-up: all operating parameters shall be stored in non-volatile Ram memory.

2. Analog Input:

Strain gauge weight input (mV) with isolated 10 VDC excitation.

3. Span Range: 3 to 30 mV from one or two loadcells.
4. Zero Range: 0 to 30 mV.
5. LVDT input: 0 to 45 VAC input with 3 KHz excitation.

6. Digital input:

Speed signal (pulses) with 15 VDC excitation

Range: 2 to 10000 PPS from speed detector (5 to 15 VDC pulses at 50% duty cycle).

7. Analog Output (rate):

4-20 mA, 750 ohms max. with 1000 VAC rms isolation
- operator adjustable from keyboard for 4 to 20 mA output.

8. Digital Output (Total):

Contract Rating: 500 VAC, 2 amps
100 VA with max. contact
protection.

9. Operating Temperature:

-4°F to 140°F (-10°C to 60°C)

10. Enclosure:

17 in. wide x 17 in. high x 8½ in. deep. Nema 4X
rated.

11. Hysteresis: 0.02% of rated output.

12. Non-repeatability: 0.01% of rated output.

Manufacturer: Milltronics or equal.

The Contract shall add six additional analog inputs to the BFP I/O. The Contractor shall construct, in software, six loops (one per input) for totalizing, trending, recording, and indicating each of the six inputs. The contractor shall display those operations in the main panel, at each BFP panel and output same to the Plant Monitoring System.

Relocation of 4" PW, 3" polymer feed, 1" instrument air, 3" SW lines C481

TO FILTER
PRESSES

90° BENDS @ E.L. 476.00
(TYP.)

10° NPW

WASTE GAS
BURNERS

BURNER
CONTROL
PAD

DRIP TRAP
M.H. # 2

ROAD "X-1"

N 49+50

DIGESTER
NO. 2
(C-3)

E. 38+20.15 & ROAD Y-4

4" P.W. @ 476.00
 3" POLYMER @ 476.00
 3" SW @ 476.00
 1" I.A. @ 476.00

Relocated lines

1. Install 1" TEE IN 1" I.A. line
(By Contract 2)
2. Reference Contract 481
Dwg. G-5

METERING
PAD NO. 2

METERING
PAD NO. 1

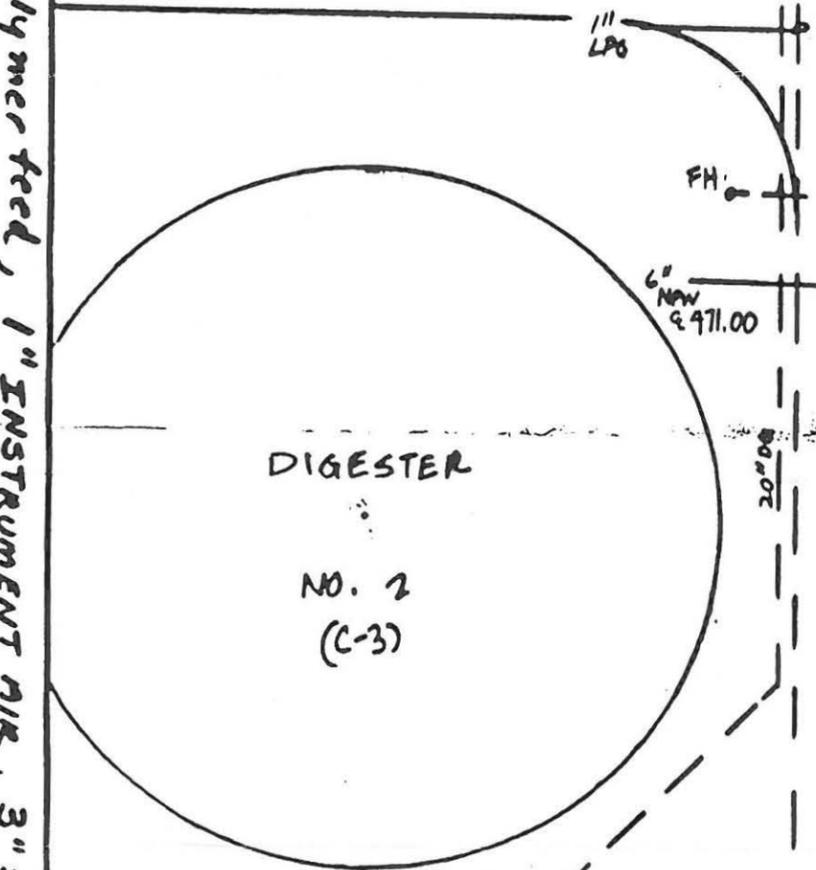
DIGESTER
NO. 1
(C-3)

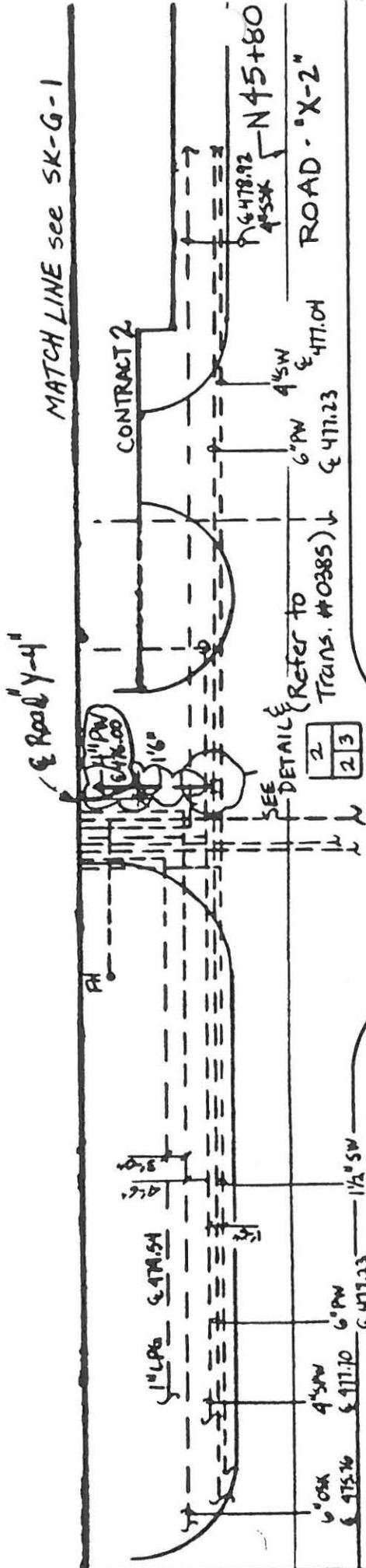
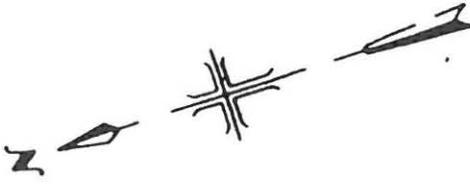
POLYMER
BUILDING
(Contract 2)

Contract
3

3" SW @ 478.07
1" LPG @ 479.54
6" PS @ 479.05
4" PSK @ 478.92
6" PS @ 479.00
4" PSK @ 478.92
6" CSK @ 478.25
10" NPW @ 478.00

SEE MATCH LINE - SK-G-2



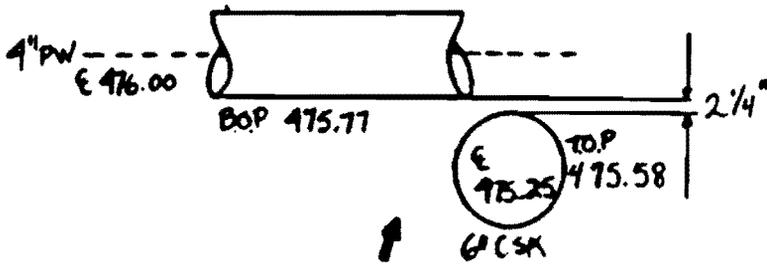


**MALCOLM
PIRNIE**

Relocation of 4" PW, 3" Polymer feed, 1" Instrument
air, 3" SW lines C4B1

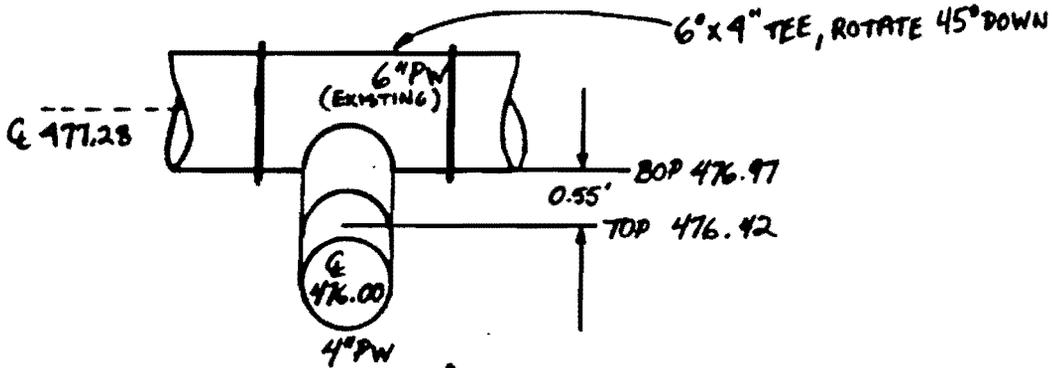
9/25/86
NO SCALE
DLK

MALCOLM PIRNIE, INC.
SK-G-2



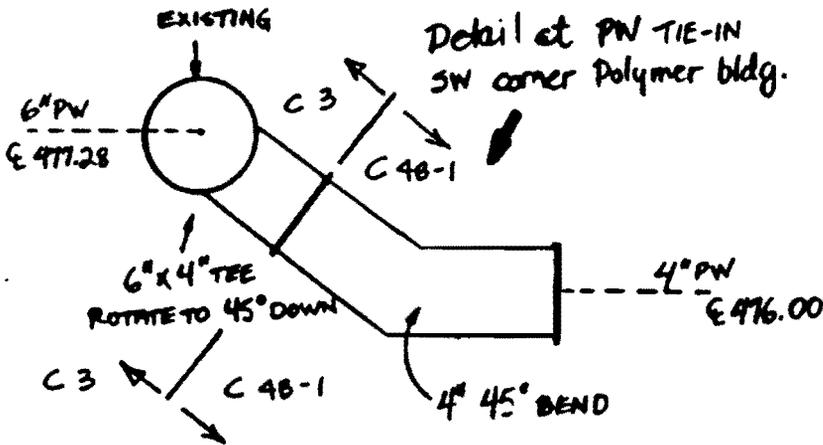
Detail @ 4" PW crossing of 6" CSK
(SE of DRIPTRAP MANHOLE)

1
13



Detail at PW TIE-IN
SW corner Polymer bldg.

2
23



CITY OF SAN ANTONIO
CERTIFICATE OF COMPLETION

Ord. 63182
3 July 1986

DATE Aug. 12, 1987

TO: Pizzagalli Construction Company
P.O. Box 21606
San Antonio, Texas 78221

ATTN: Mr. Henry Cassi

PROJECT: Dos Rios Solids Handling Facility (C4B-1)

You are hereby advised that the portion of the project described herein has been visually observed on the above date by the Owner's representatives as shown below. This observation indicates that the equipment meets the requirements of the plans and specifications.

RECEIVED
CITY OF SAN ANTONIO
AUG 17 1987

Description of completed portion of project: See attached WDPF HARDWARE BILL OF MATERIAL, Dated March 11, 1987. Item E - 1 set of Instruction manuals were missing and will be provided by PCC.

Value of completed portion of project: \$ 115,500

Observed by:

Richard Schrank (PDVA)
8-12-87

William J. Pucini (MPI) 8/12/87

Robert King (CSA) 8-12-87

Not less than thirty (30) days subsequent to the above date, the portion of the project accepted will be eligible for release of retainage. Retainage will be released for only that portion of the project described above.

The completion of this portion of the project does not relieve you as the Contractor from the completion of the remainder of the project in accordance with the Contact Documents.

The One Year Warranty Period for the portion of the project described herein as being complete shall begin on the date of this Certificate of Completion.

Gregory J. Kuehly
DIRECTOR OF ENVIRONMENTAL MANAGEMENT

David L. Stuch
DIRECTOR OF PUBLIC WORKS

cc: Contract File
Engineering File
Construction Manager
Engineer

City Clerk
Finance
Surety
Department of Environmental Management



WDPF HARDWARE BILL OF MATERIAL

Customer EIS, Inc. Plant Dos Rios - Contract 481

(W) Proposal B1019-0187-110 Date March 11, 1987

<u>Item</u>	<u>Quantity</u>	<u>Description</u>
A	1	Redundant Distributed Processing Unit, as follows: Single Cabinet DPU, with: 2 - Basic Drop Electronics 2 - Data Highway Interface 1 - CAB-A, Process I/O Cabinet 1 - CAB-B, Termination I/O Cabinets
B	1	Set of the following Q-Line Process I/O to be included in the distributed processing units listed above. 5 - QAW - high level analog input module (6 pts/module) 1 - QTB - time base generator module (1 per Process I/O cabinet) 24 - QBI - digital input module (16 pts/module) Input/Output Summary 30 - milliamp & volt inputs 384 - digital inputs
C	1	Engineer Console, with: 1 - Basic Drop Electronics 2 - Data Highway Interface 1 - 19" High Resolution Color Monitor 1 - Display Generator 1 - Operator's Keyboard 1 - Engineer's Keyboard 1 - 1 M Byte Bubble Memory 1 - Character Printer 1 - Winchester/Floppy Disc 1 - Digitizer Tablet 1 - Console
D	1 lot	Analog input diodes for signal isolation.
E	1 set	Instruction Manuals

CITY OF SAN ANTONIO
CERTIFICATE OF COMPLETION

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
DATE July 20, 1987
1987 AUG 19 PM 3:00

TO: Pizzagalli Construction Company
P.O. Box 21606
San Antonio, Texas 78221

ATTN: Mr. Henry Cassi

PROJECT: Dos Rios Solids Handling Facility (C4B-1)

You are hereby advised that the portion of the project described herein has been visually observed on the above date by the Owner's representatives as shown below. This observation indicates that the equipment meets the requirements of the plans and specifications.

Description of completed portion of project:

- Nine (9) tractors.
- Four (4) dump trucks.

Value of completed portion of project: \$ 582,611.83

Observed by:

Richard Schramm (PDVA)

George Trwing (EOS)

A. Martelli (MPI)

William Mads (CSA)

Not less than thirty (30) days subsequent to the above date, the portion of the project accepted will be eligible for release of retainage. Retainage will be released for only that portion of the project described above.

The completion of this portion of the project does not relieve you as the Contractor from the completion of the remainder of the project in accordance with the Contact Documents.

The One Year Warranty Period for the portion of the project described herein as being complete shall begin on the date of this Certificate of Completion.

Gregory J. Kuehly
DIRECTOR OF ENVIRONMENTAL MANAGEMENT

David L. Hottel
DIRECTOR OF PUBLIC WORKS

cc: Contract File
Engineering File
Construction Manager
Engineer

City Clerk
Finance
Surety
Department of Environmental Management

Ord 63182
3 July 1986

CITY OF SAN ANTONIO
CERTIFICATE OF COMPLETION

RECEIVED
CITY OF SAN ANTONIO, 1987
CITY CLERK

1987 AUG 19 PM 3:00

TO: Pizzagalli Construction Company
P.O. Box 21606
San Antonio, Texas 78221

ATTN: Mr. Edward Latessa

PROJECT: Dos Rios Solids Handling Facility (C4B-1)

You are hereby advised that the portion of the project described herein has been visually observed on the above date by the Owner's representatives as shown below. This observation indicates that the equipment meets the requirements of the plans and specifications.

Description of completed portion of project:

- Three (3) 2 1/2 cubic yard capacity loaders.
- Two (2) 1/2 cubic yard capacity loaders.

Value of completed portion of project: \$ 192,101.80

Observed by:

Richard Schramm (PDVA)

George Irving (EOS)

Ken Laper (MPI)

Robert King (CSA)

Not less than thirty (30) days subsequent to the above date, the portion of the project accepted will be eligible for release of retainage. Retainage will be released for only that portion of the project described above.

The completion of this portion of the project does not relieve you as the Contractor from the completion of the remainder of the project in accordance with the Contact Documents.

The One Year Warranty Period for the portion of the project described herein as being complete shall begin on the date of this Certificate of Completion.

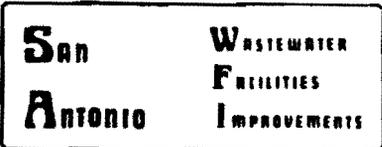
For Gregory J. Kuebler
DIRECTOR OF ENVIRONMENTAL MANAGEMENT

David L. Hood
DIRECTOR OF PUBLIC WORKS

cc: Contract File
Engineering File
Construction Manager
Engineer

City Clerk
Finance
Surety
Department of Environmental Management

Ord. 63182
3 July 1986



CHANGE ORDER

CHANGE ORDER NUMBER 2 DATE August 19, 1987
 PROJECT NAME Dos Rios Facility Solids Handling Facility
 PROJECT NO. 52-009121

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

See Attachments "A" and "B"

*Ord 63182
7-3-84*

Justification:

See attachment "C"

The Contract completion time will be (increased) ~~increased~~ 110 calendar days.

Original Contract Amount	\$ <u>8,670,000.00</u>	Original Contingency Funds	\$ <u>86,700.00</u>
Cost of Previously Approved Change Orders	\$ <u>11,511.95</u>	Adjustments Due to Previously Approved Change Orders	\$ <u>11,511.95</u>
Cost of this Change Order	\$ <u>67,769.77</u>	This Change Order Adjustment	\$ <u>67,769.77</u>
New Contract Amount	\$ <u>8,749,281.69</u>	Contingency Fund Balance	\$ <u>7,418.28</u>

This Change Order is Acceptable.

Contractor Pizzagalli Construction Company
 By *Henry L. Carr*
 Title CONSTRUCTION MANAGER Date 8/25/87

Recommended:

William P. Cocchi
 Resident Engineer
Gregory J. Kusley
 Department of Environmental Management

Edward F. Malwinski 8/2/87
 for the PD VA Group
 Date 9.4.87

Professional Fee () Eligible () Ineligible

Approved: *[Signature]*
 City Manager Date 10-20-87

Approved: *[Signature]* 10/13/87
 Director of Public Works Date

Attachment A

Administration

Change Order No. 2

Page 1 of 2

Dos Rios Facility Solids Handling Facility

- Item 1. By this Change Order, the Contract Documents are amended to change the Contract completion date and liquidated damages that may be assessed as follows:
- a.) October 1, 1987 - Complete all work necessary to have four (4) belt filter presses ready for operation. Liquidated damages will be assessed at the rate of \$1,000 per calendar day if this milestone is not achieved;
 - b.) October 15, 1987 - Complete all work necessary to have a total of eight (8) belt filter presses ready for operation. Liquidated damages will be assessed at the rate of \$2,000 per calendar day if this milestone is not achieved;
 - c.) November 2, 1987 - Article 31 of the Supplemental General Conditions is amended to provide that the contract completion date is November 2, 1987. Article 35 of the Supplemental General Conditions is modified to provide that the liquidated damages rate shall be \$3,000 per calendar day. Article 36 of the Supplemental General Conditions is modified to provide that the contract will be considered complete when the work has been completed, including punch list work. It is further agreed that final pay estimate and record documents will be submitted no later than November 30, 1987.
- Item 2. By executing this Change Order and accepting the stipulations herein, the Contractor acknowledges and agrees that the Owner is not under any further obligation to consider or pay any and all claims by Contractor and subcontractors allegedly arising from work incurred and/or conditions existing prior to July 27, 1987, with the exception of COP #18.
- Contractor hereby specifically waives any prior written reservations expressed in claims and/or change orders initiated prior to July 27, 1987, alleging additional compensation owed to the Contractor or subcontractor but not then precisely calculated by Contractor or subcontractor, with the exception of COP #18.
- Item 3. The Contractor agrees that he shall develop a revised schedule to demonstrate his ability to complete the construction of all contract items, as amended herein, by November 2, 1987. The format of that schedule is to be "time scaled, network diagram". The proposed revised schedule shall be submitted to Owner's representatives by August 7, 1987. Twice each month at jobsite meetings, that schedule shall be reviewed

by the Contractor and the Owner's representatives. Any schedule deviations shall be addressed and remedied by the Contractor to demonstrate effective recovery in keeping with the November 2, 1987 contract completion date.

- Item 4. Any compensation paid in conjunction with the terms of this Change Order shall comprise total compensation due the Contractor for the work or change defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment of the work or change plus all payment for the interruption of schedules, stop work orders, extended overhead, delay or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject of the Change Order. Except as modified by Change Order, all work performed under a Change Order shall be completed in accordance with the Specifications and Drawings.

Attachment B

Scope of Work

Change Order No. 2

Page 1 of 4

Dos Rios Facility Solids Handling Facility

Item 1. Delete 4" diameter flanged stainless steel sludge feed piping and replace with 4" and 6" diameter ductile iron glass lined pipe in the Belt Press Facility in accordance with the attached sketch entitled SK-C/S-1. Reference should be made to Contract Drawing C/S-2 for existing piping layout since the installation of Harness Flexible Couplings, Flushing Connections, Harnessed Flanged Coupling Adapters, etc. shall be as indicated on this Drawing Installation of all pipe shall conform to the Contract Specifications Section 15052.

This item will decrease the contract amount by \$6,048.11 with no time extension.

Item 2. Install additional conduits to ductbank in accordance with the attached sketch entitled SK-E-8.

This item will increase the contract by \$30,425.68 with no time extension.

Item 3. Install Instrument air line to the Sludge Storage Tank Pump Station.

a.) Add air line to Sludge Storage Tank Pump Station. (See attached sketches entitled SK-CS 10 and 11).

b.) Re-route 1-1/4" copper line to emergency eyewash.

c.) Provide 16 CPVC true union ball valves on Liquid Polymer System.

d.) Change filtrate drains from schedule 80 CPVC to schedule 40 PVC. Socket weld fittings for the belt filter press filtrate drains.

This item will increase the contract by \$0.00 with no time extension.

Item 4. All control wires assigned wire number on the construction or shop drawings shall be marked with Brady or similar type markers, vinyl or aluminum at all terminations.

This item will increase the contract by \$1,228.28 with no time extension.

Item 5. Delete the Load Cell Belt Scales (Reference Item 6 of Change Order #1) from the contract (C4B-1).

This item will decrease the contract amount by \$69,090.83 with no time extension.

Attachment B

Scope of Work

Change Order No. 2

Page 2 of 4

Item 6. Install electrical conduit to Sludge Storage Tank in accordance with the attached sketch entitled SK-E-12.

This item will increase the contract by \$2,840.61 with no time extension.

Item 7. Belt Press Instrumentation interfacing.

- a. Drawing Sheet I-2: Indication from the level element/transmitter (LE & LT - Y206) for the sludge storage tank and the position switch (ZSO-Y207) for the Pneumatic operated by-pass valve was omitted from the electrical drawings. The level transmitter requires, running in a separate conduit, 2/c #16 shielded cable for indication. The position switch requires six (6) #12 AWG wire added to conduit C-201.
- b. Drawing Sheet I-3: The NPW flow element and transmitter (FE & FIT -Y237) are not typical for each filter press and the electrical drawings utilize conduit C-225 for the one (1) flowmeter. The sludge flow elements and transmitters (FE & FIT- Y234) are covered by the electrical drawings by conduits C-123 and C-223. It is desired to separate the power from the indication, therefore the 2/c #16 shielded cable for the NPW flow transmitter should be contained in an additional 3/4" conduit labeled C-225A. For the sludge flow transmitters, power should be supplied via conduit C-123 and Indication contained in conduit C-223. In each case, junction to four (4) meters instead of two (2) meters.
- c. Drawing Sheet I-3: See attached diagram (sketch No. SK-E-13) for the wiring information between the presses and local control panels supplied by Ashbrook-Simon-Hartley. Items shown on this drawing correspond to PSL-Y235, HDM-Y235, BPM-Y226, BPM-Y227, ZS-Y226, ZS-Y227, and AE-Y228. (Typical for each of the 12 belt presses.)
- d. Drawing Sheet I-4 through I-7, c/s-8, and c/s-17: Provide all wiring and conduit as required to provide operable systems as submitted and approved.
- e. Field route conduit and wire for power to the after cooler on the Pneumatic Bulk Chemical Transfer System.
- f. Filtrate Pump Alarm Panel Conduit and wire.
- g. This item will increase the contract by \$200,000.00 and one-hundred and ten (110) calendar days.

Item 8. Install 12 V.F.D. Panels for Belt Filter Presses.

This item will increase the contract by \$1,628.88 with no time extension.

Attachment B

Scope of Work

Change Order No. 2

Page 3 of 4

Item 9. Provide 12-2" Flanges for Belt Filter Presses.

This item will increase the contract by \$279.75 with no time extension.

Item 10. Delete the following items from the Contract (Reference section 00300 Page 4 items 8-22 of the specifications).

- a. 1500 cu. yds. Extra Excavation.
- b. 500 cu. yds. - Extra select backfill from on-site sources.
- c. 800 cu. yds. - Extra select backfill from off-site sources.
- d. 1000 cu.yds. - Extra backfill from on-site sources.
- e. 500 cu. yds. - Extra backfill from off-site sources.
- f. 700 cu. yds. - Extra fill from on-site sources.
- g. 600 cu. yds. - Extra fill from off-site sources.
- h. 400 cu. yds. - Extra granular embedment from on-site sources.
- i. 600 cu. yds. - Extra granular embedment from off-site sources.
- j. 250 cu. yds. - Extra class "A" concrete.
- k. 100 cu. yds. - Extra class "B" concrete.
- l. 10,000 lbs - Extra reinforcing steel.
- m. 150 cu. yds. - Extra clay from on-site sources.
- n. 100 cu. yds. - Extra drainage material.
- o. 80 tons - Extra sheeting left in place and bracing.

This item will decrease the Contract by \$95,300.00 with no time extension.

Item 11. Material for cement stabilized base changed from plant mix to mix-in-place.

This item will decrease the contract by \$1500.00 with no time extension.

Attachment B

Scope of Work

Change Order No. 2

Page 4 of 4

Item 12. Rework four (4) beams for conveyor support and roof steel between Storage/Loading Facility and Belt Filter Press Facility.

This item will increase the contract by \$1,717.87 with no time extension.

Item 13. Relocate beams and provide additional beams in Belt Filter Press Building.

This item will increase the contract by \$1,587.64 with no time extension.

Attachment C

Justifications

Change Order No. 2

Page 1 of 2

Dos Rios Facility Solids Handling Facility

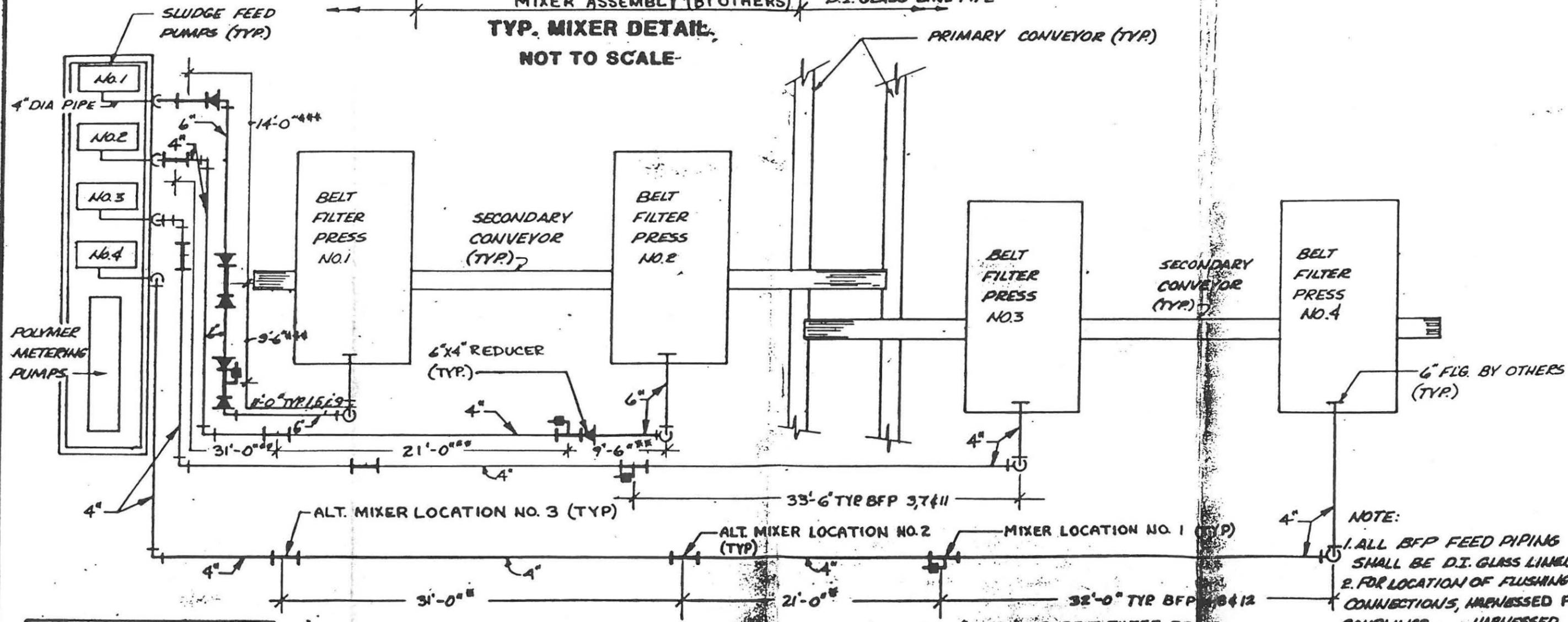
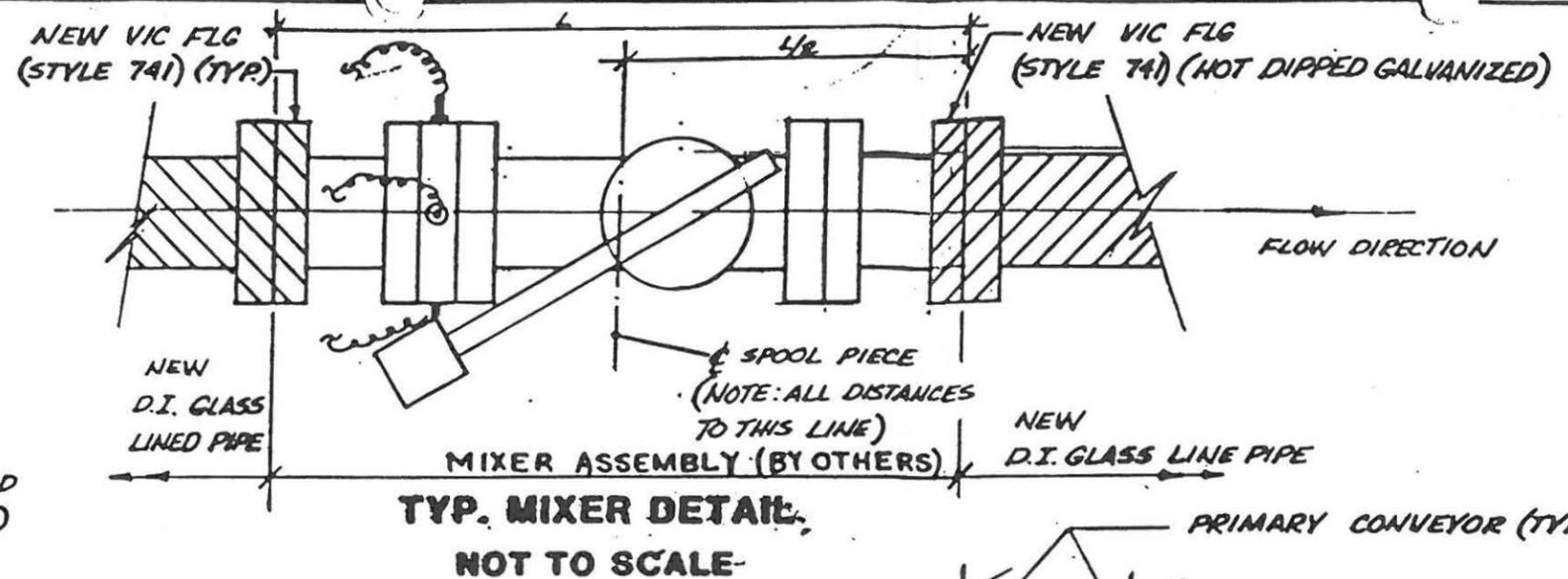
- Item 1. The sludge feed pipes were modified to obtain greater flexibility in varying the polymer contact time required to meet actual sludge conditions.
- Item 2. Revisions to electrical ductbank conduits were necessary to accommodate electrical requirements and maintain power distribution concepts utilized throughout the Dos Rios Facility.
- Item 3. The installation of instrument air line to the Sludge Storage Tank Pump Station, rerouting of copper water line to emergency eyewash, provision of CPVC union ball valves on liquid polymer system, use of schedule 40 PVC pipe (verses schedule 80) and socket weld fittings for belt filter press filtrate drains were changes required to assure continuity of operations.
- Item 4. The wire markers were added to provide proper identification and circuitry control for future electrical work and repairs.
- Item 5. The Load Cell Belt Scales were deleted because the specified supplier could not meet the design requirements.
- Item 6. The addition of electrical conduits at the sludge storage tank was required to support future operation and maintenance activities.
- Item 7. The addition of the Belt Press Instrument interfacing was required to correct an omission in the electrical drawings.
- Item 8. The installation of the V.F.D. Panels for Belt Filter Presses was not clearly defined in the Contract Documents but are essential to the plant operations.
- Item 9. The 12-2" Flanges were required to complete installation of the Belt Filter Presses.
- Item 10. The Bid Schedule items 8-22 were deleted because they were not required.

Attachment C
Justifications

Change Order No. 2

Page 2 of 2

- Item 11. Testing of the base material must be accomplished on site since the material is being mixed on site. Credit is being given to cover the additional cost to the owner for testing.
- Item 12. Structural steel members had to be lengthened due to miscalculations in both design and construction.
- Item 13. Additional supporting structural members needed due to conflicts with piping and grating spans.



PIPING DETAILS NOT SHOWN SEE NOTE 2

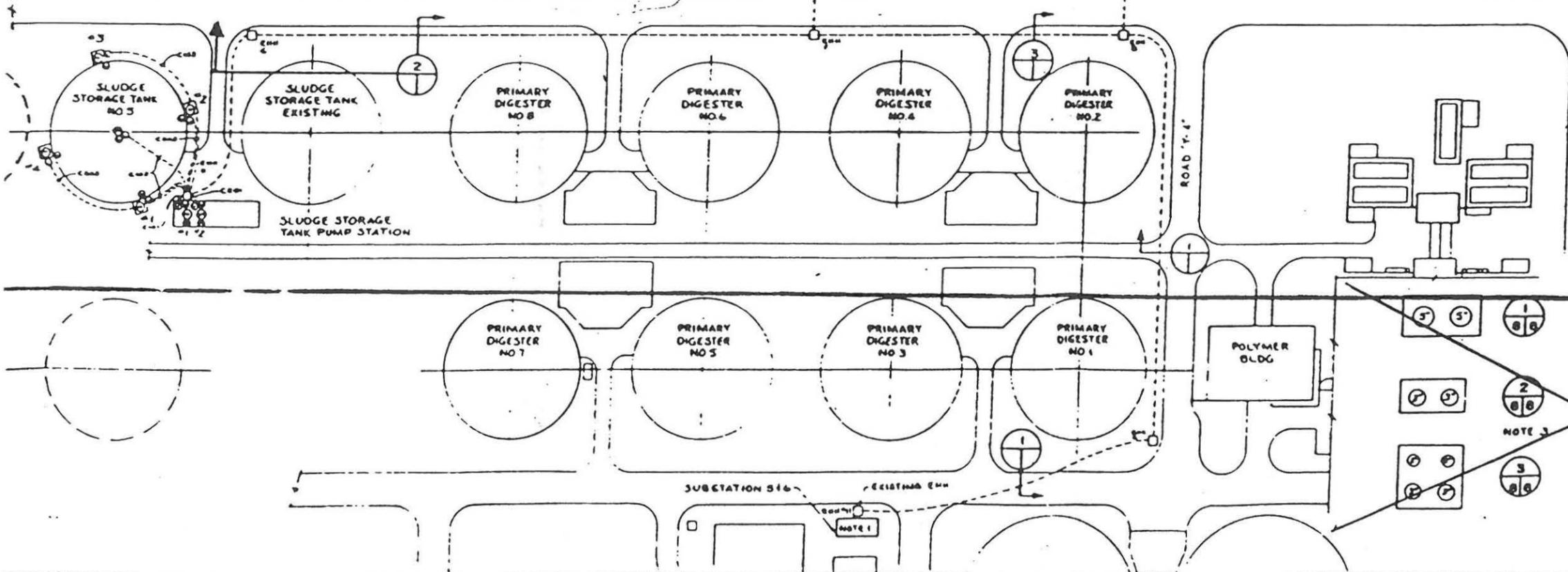
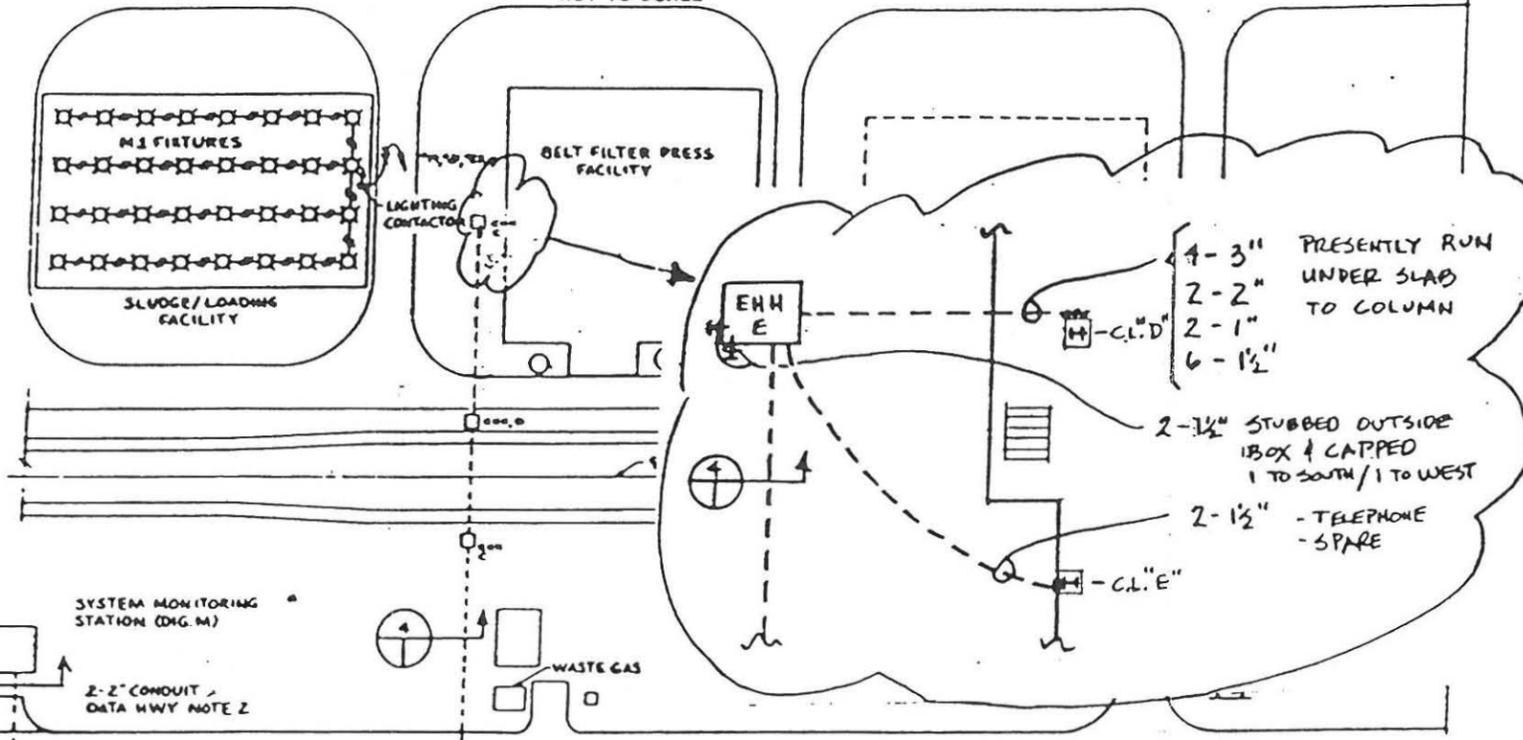
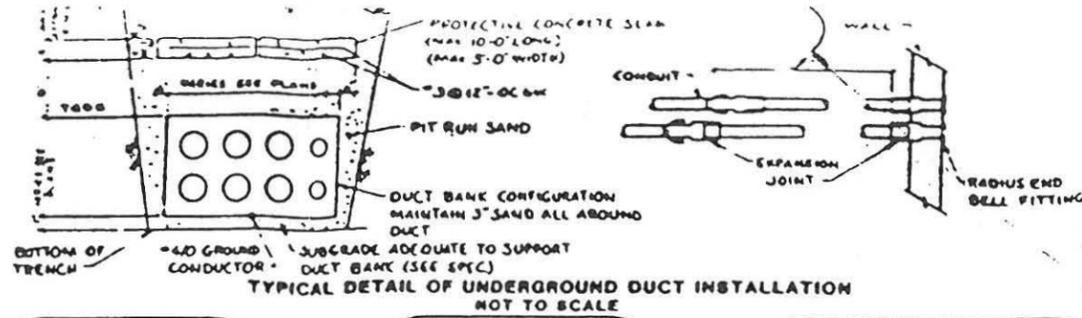
PLAN
'SLUDGE PIPING LAYOUT
NOT TO SCALE

- Ø TYP FOR BELT FILTER PRESS NOS. 3, 4, 7, 8, 11, AND 12
- Ø TYP FOR BELT FILTER PRESS NOS. 2, 5, AND 10
- Ø TYP FOR BELT FILTER PRESS NOS. 1, 5 AND 9

NOTE:
1. ALL BFP FEED PIPING SHALL BE D.I. GLASS LINED
2. FOR LOCATION OF FLUSHING CONNECTIONS, HARNESSSED FLEX COUPLINGS, HARNESSSED FLG COUPLING ADAPTERS, ETC. SEE SHEET NO. C/52 OF 17 OF THE SOLIDS HANDLING FACILITY CONTRACT 4B-1.

DUCTBANK CONDUITS

- ① - 4 - 3" CONDUITS - FEEDERS
- ② - 2 - 1" CONDUITS - SLUDGE PUMPS
6 - 1 1/2" CONDUITS - MIXERS / INSTRUMENTATION
- ③ - 2 - 1" CONDUITS - SLUDGE PUMPS
7 - 1 1/2" CONDUITS - MIXERS / INST. / TELEPHONE
2 - 2" CONDUITS - DATA HWY.
- ④ - 2 - 1" CONDUITS - SLUDGE PUMPS
7 - 1 1/2" CONDUITS - MIXERS / INST. / TELEPHONES
2 - 2" CONDUITS - DATA HWY.
4 - 3" CONDUITS - FEEDERS
- ⑤ - 2 - 2" CONDUITS - DATA HWY.
1 - 1 1/2" CONDUITS - TELEPHONE (BY C3)



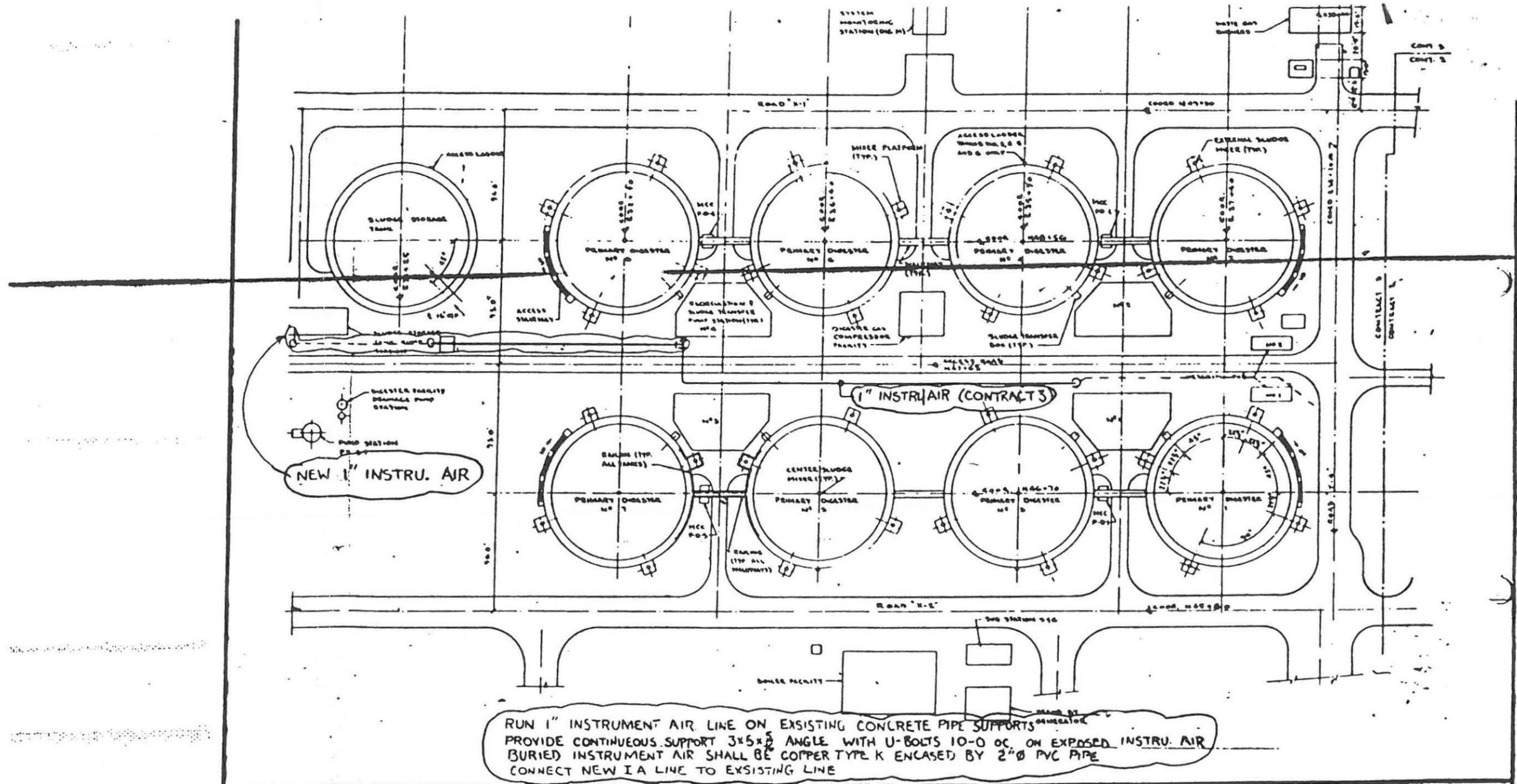
- NOTES**
1. PROVIDE 800 AMP FRAME, 800 AMP TRIP CIRCUIT BREAKERS (CB) FOR SUBSTATIONS S & G. INSTALL IN AVAILABLE SPACE.
 2. EXTEND CONDUITS TO MICROPROCESSOR EQUIPMENT.
 3. 3" CONDUIT - C100
5" CONDUIT - C300
3" CONDUIT - 1-C01, 3-C108
3" CONDUIT - 1-C201, 2-C203
2" CONDUITS - DATA HWY

CONTRACT NO. 4B-1
DOS RIOS FACILITY
SITE PLAN
 SKETCH
 SK-E-8

San Antonio
 Wastewater
 Facilities
 Improvements

MALCOLM
 PIRNIE

DATE: FEBRUARY 1994
 DESIGNED BY: W.J.K.
 DRAWN BY: C.A.H.
 CHECKED BY: M.B.
 SCALE: NOT TO SCALE



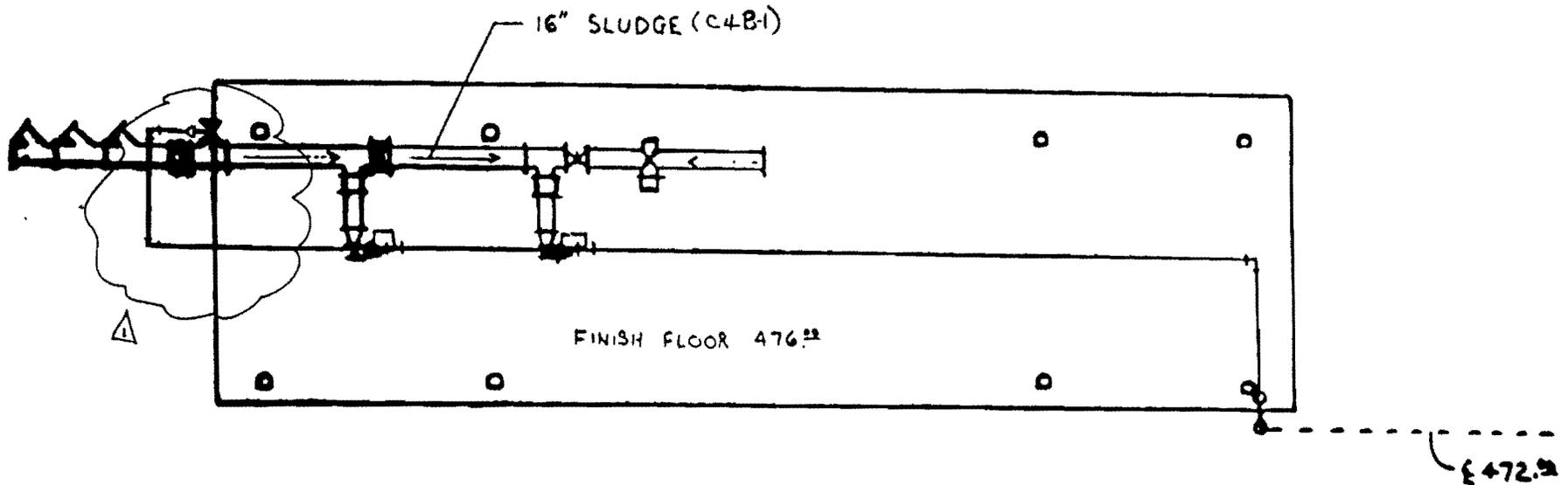
RUN 1" INSTRUMENT AIR LINE ON EXISTING CONCRETE PIPE SUPPORTS
 PROVIDE CONTINUOUS SUPPORT 3x5x5/8 ANGLE WITH U-BOLTS 10'-0" OC. ON EXPOSED INSTR. AIR
 BURIED INSTRUMENT AIR SHALL BE COPPER TYPE K ENCASED BY 2" Ø PVC PIPE
 CONNECT NEW IA LINE TO EXISTING LINE

MAICOLM
 FINE

1" INSTRUMENT AIR
 SLUDGE TRANSFER PUMP STATION

DOS RIOS WWTF CONTRACT 4B-1

SKC/S 10



NOTES

1. FIELD ROUTE IN ACCORDANCE WITH SPECIFICATION SECTION 15051 AND 15052
2. SUPPORTS TO COMPLY W/ SPECIFICATION SECTION 15024
3. COORDINATE PIPING WITH PNEUMATIC OPERATORS

**MALCOLM
PERRY**

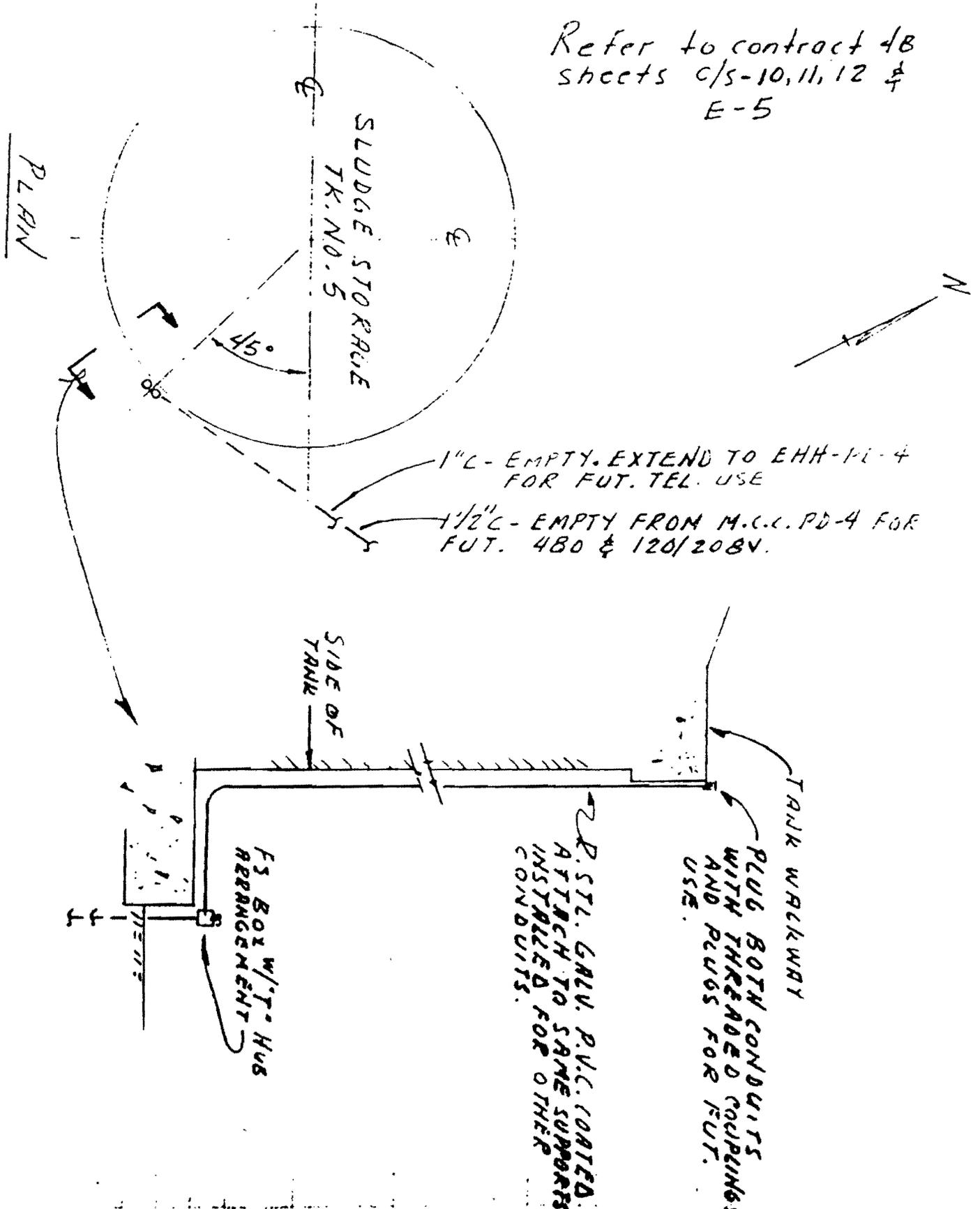
DOS RIOS WWTF CONTRACT 4B-1
 SLUDGE TRANSFER PUMP STATION
 INSTRUMENT AIR

REV 1-RW-8/20/87
 DRAWN BY JMW
 DATE 3-24-87
 RLF C/S-10

MALCOLM PERRY, INC.
 SK-C/S-11

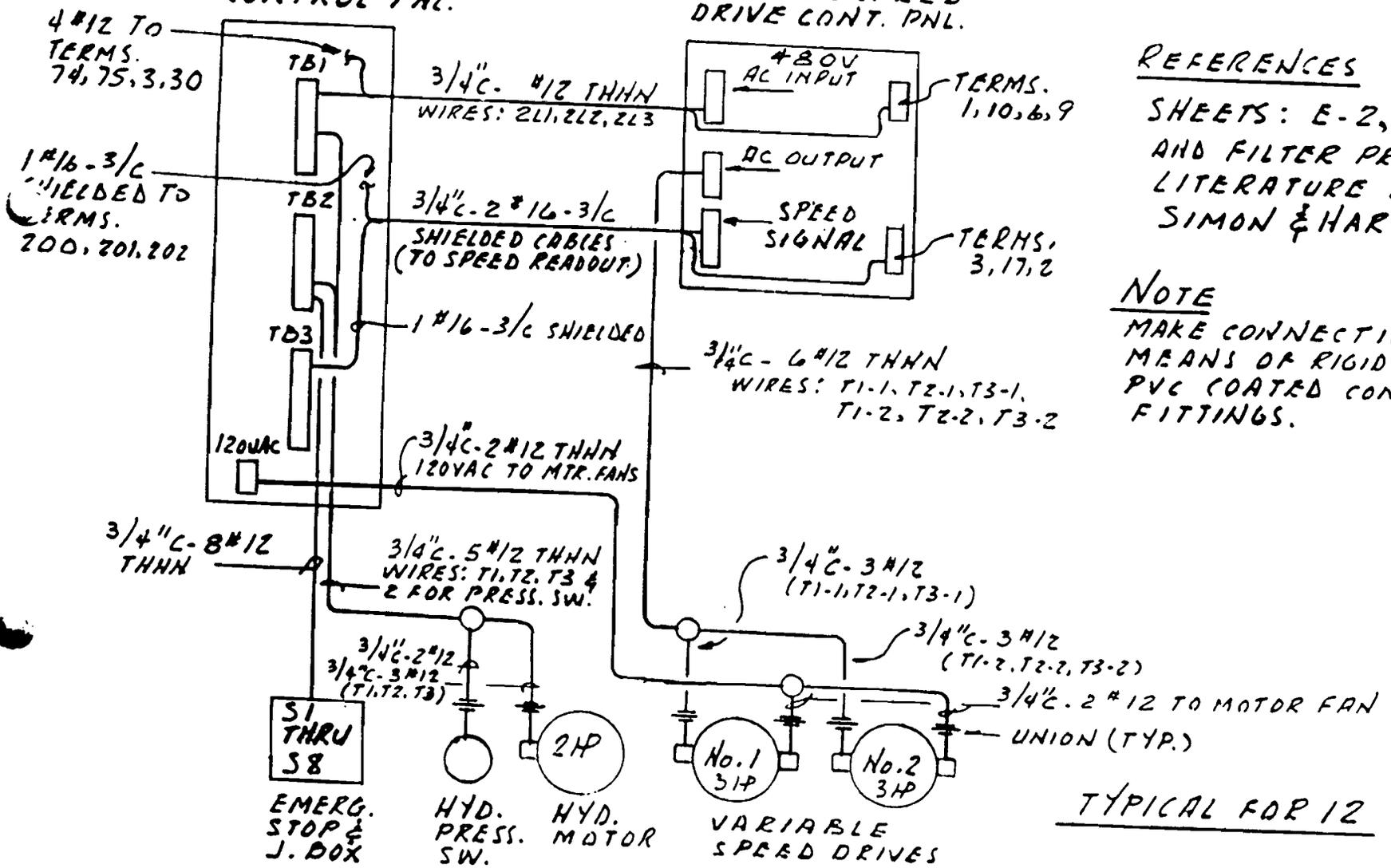
BY E.M.A. DATE 4/15/77 SHEET NO. 1 OF 1
 CHKD. BY _____ DATE _____ JOB NO. _____
 SUBJECT SPARE CONDUITS TO SLUDGE STORAGE TK. NO. 5
SKETCH NO. SK-E-12

Refer to contract 4B sheets c/s-10, 11, 12 & E-5



FILTER PRESS CONTROL PNL.

VARIABLE SPEED DRIVE CONT. PNL.



REFERENCES

SHEETS: E-2, E-7, E-8
AND FILTER PRESS
LITERATURE BY ASHBROOK
SIMON & HARTLEY.

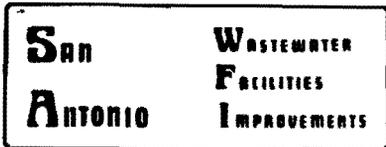
NOTE

MAKE CONNECTIONS BY
MEANS OF RIGID STL. GALV.
PVC COATED CONDUIT &
FITTINGS.

TYPICAL FOR 12

CONTRACT 4B
BLOCK DIAGRAM FOR
INTERCONNECTING FILTER PRESS
CONTROL PANELS, DRIVES & ACCESSORIES

FIELD SKETCH
No. SK-E-13
E.D.G. 6/15/47



CHANGE ORDER

CHANGE ORDER NUMBER 3 DATE October 9, 1987
 PROJECT NAME Dos Rios Facility Solids Handling Facility
 PROJECT NO. 52-009121

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

See Attachments "A" and "B"

RECEIVED
 CITY OF SAN ANTONIO
 CITY CLERK
 1087 NOV 30 PM 3:10

Justification:

See Attachment "C"

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

Original Contract Amount	\$ <u>8,670,000.00</u>	Original Contingency Funds	\$ <u>86,700.00</u>
Cost of Previously Approved Change Orders	\$ <u>79,281.72</u>	Adjustments Due to Previously Approved Change Orders	\$ <u>79,281.72</u>
Cost of this Change Order	\$ <u>30,672.39</u>	This Change Order Adjustment	\$ <u>30,672.39</u>
New Contract Amount	\$ <u>8,779,954.11</u>	Contingency Fund Balance	\$ <u>[23,254.11]</u>

This Change Order is Acceptable.

Contractor Pizzagalli Construction Company
 By Neil L. Carr
 Title CONSTRUCTION MANAGER Date 10/16/87

Recommended: William P. Rozema 10/16/87
 Resident Engineer
Guyon J. Kuehn
 Department of Wastewater Management

Edward F. Salvadori 10/20/87
 For the PD VA Group
 Date 10.26.87

Professional Fee () Eligible () Ineligible

Approved: [Signature]
 City Manager 11-25-87 Date

Approved: [Signature] 11/23/87
 Director of Public Works Date

Ord 63182
~~7389~~

ATTACHMENT A
ADMINISTRATION

Change Order No. 3

Dos Rios Facility Solids Handling Facility

- Item 1
- a. Article 36 of the Supplemental General Conditions, as modified by Change Order No. 2, is further modified as follows: The contract will be considered complete when the work has been substantially completed and the facility will operate as intended in the design. Punch list items will be substantially complete (with no significant or operational item left incomplete) by November 2, 1987. All punch list items will be completed by November 30, 1987.
 - b. Milestone dates and liquidated damages established by Change Order No. 2 remain unchanged except as modified by subparagraph a, above.
- Item 2
- a. By executing this Change Order and accepting the stipulations herein, the Contractor acknowledges and agrees that the Owner is not under any further obligation to consider or pay any and all claims by Contractor and subcontractors allegedly arising from work incurred and/or conditions existing prior to October 2, 1987, with the exception of COP #18.
 - b. Contractor hereby specifically waives any prior written reservations expressed in claims and/or change orders initiated prior to October 2, 1987, alleging additional compensation owed to the Contractor or subcontractor but not then precisely calculated by Contractor or subcontractor, with the exception of COP #18.
- Item 3
- The Contractor agrees that he shall develop a revised schedule to demonstrate his ability to complete the construction of all contract items, as amended herein, by November 2, 1987. The format of that schedule is to be "time scaled, network diagram". The proposed revised schedule shall be submitted to Owner's representatives by October 16, 1987. That schedule shall be reviewed by the Contractor and the Owner's representatives. Any schedule deviations shall be addressed and remedied by the Contractor to demonstrate effective recovery in keeping with the November 2, 1987 contract completion date.
- Item 4
- Any compensation paid in conjunction with the terms of this Change Order shall comprise total compensation due the Contractor for the work or change defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment of the work or change plus all payment for the interruption of schedules, stop work orders, extended overhead, delay or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject of the Change Order. Except as modified by Change Order, all work performed under a Change Order shall be completed in accordance with the Specifications and Drawings.

ATTACHMENT B
SCOPE OF WORK

Change Order No. 3

Dos Rios Solids Handling Facility

Item 1 Revise pressure switches, strainers and solenoid valves at Polymer Metering Pumps.

This item will increase the contract amount by \$6,738.67 with no time extension.

Item 2 Add two lights at BFPF-SLF crossover and change lighting breakers.

This item will increase the contract amount by \$818.87 with no time extension.

Item 3 Add breakers for air conditioning condenser.

This item will increase the contract amount by \$188.01 with no time extension.

Item 4 Add speed control and sludge flow transmitter for 12 each sludge pumps. Isolation of control wiring.

This item will increase the contract amount by \$15,964.66 with no time extension.

Item 5 Add flow indication for sludge flow valves V-208 and V-209.

This item will increase the contract amount by \$3,733.05 with no time extension.

Item 6 Furnish and install 12 each 3" blind flanges. Furnish and install 12 each 3" drain extensions at BFP's.

This item will increase the contract amount by \$3,229.13 with no time extension.

ATTACHMENT C

JUSTIFICATION

Change Order No. 3

Dos Rios Solids Handling Facility

- Item 1 The pressure switches were added to give greater information, flexibility and control to the Belt Filter Press operators.
- Item 2 Extra lighting was added to provide better illumination and increased operational safety requirements.
- Item 3 Electrical modifications were required to correct conditions not apparent during project preparation.
- Item 4 The requirement for the speed control and sludge flow transmitters were not clearly defined in the Contract Documents but are essential to plant operations. Isolation of control wiring is necessary to correct an oversight in the electrical drawings.
- Item 5 The flow indication was shown, however, conduit and wiring were omitted in the electrical drawings.
- Item 6 The 12 additional flanges and drain extensions were required to complete installation of the Belt Filter Presses. The requirement was not clearly identified during project preparations.

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

LETTER OF CONDITIONAL APPROVAL

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

1987 DEC 17 PM 1:51

DATE: October 30, 1987

TO: Pizzagalli Construction Co.
P.O. Box 21606
San Antonio, Texas 78221

Attn: Henry Cassi

PROJECT: Dos Rios Facility Solids
Handling Facilities (C4B-1)

You are hereby advised that the project described herein has been visually inspected on the above date by representatives of the Departments as shown below. It appears that the work meets the requirements of the plans and specifications with the following minor exceptions:

(See the attached punch list.)

L.M. Pasucci by R.A. Dico

Engineer: Malcolm Pirnie, Inc.

V. Murphy

Construction Manager: PD VA Group

Upon satisfactory correction of the above exceptions and not less than thirty (30) days subsequent to the above date, the project, if otherwise completed in compliance with the contract, will be eligible for Final Certificate of Acceptance.

David L. [Signature]
Director of Public Works

cc: Contract File
Engineering File
Engineer-Architect
Department of Environmental Management
City Clerk
Finance
Surety

Ord. 63182
3 July 1984

SQUARE D PUNCH LIST
BELT FILTER PRESS FACILITY

1. Sludge Transfer Pumps 1 & 2
 - verify the PSH safeties work, graphics should show "H".
2. The logic for CV-Y207 was removed from the system (see note 1, dwg. I-2). Reinitiate.
3. Belt Filter Press #10 still questionable. Demonstate operation.
4. Liquid Polymer Storage - Graphic #18
 - Polmer transfer pump #1 needs to be checked after motor is repaired.
 - Some process lines do not fill when valves are opened.
 - Level indication always zero, does not change on graphics .
(Both tanks).
5. Dry Polmer Storage - Graphic #19
 - Bin Activator does not indicate change of status.
 - Verify level indication on graphic. Shows half full yet "L" alarm is on and "LE" shows zero.
 - CV052 & CV053 does not indicate proper status during sequencing.
 - Line at bottom of graphic should be labeled "Hot air & Polymer, not Potable Water."
6. Mixage Tanks - Graphic #20
 - Mixers 1, 2 & 3 do not show status change when running.
 - Transfer Polymer Pumps 3 & 4 do not show status change when running.
7. Polymer Feed Pumps 1 thru 6 - Graphic #21
 - Feed pumps do not show status change when running.
 - Test level or diaphragm rupture of feed pumps - what indication appears on graphic?
 - NPW solenoid does not show status change when energized.
 - Polymer and motionless mixer line do not show status change when Feed pumps are running.
8. Polymer Feed Pumps 7 thru 12 - Graphic #22
 - Feed pumps do not show status change when running.
 - Test level or diaphragm rupture of feed pumps - what indication appears on graphic?
 - NPW solenoid does not show status change when energized.
 - Polymer and motionless mixer line do not show status change when Feed pumps are running.

ELECTRICAL PUNCH LIST
BELT FILTER PRESS FACILITY

Ground Floor

1. Install labels on all remote starters and disconnects.
2. Replace galvanized fittings with sealed PVC coated fittings at all conduit penetrations in top and sides of panels and junction boxes.
3. Clean up galvanized fittings.
4. Wire P/S @ Polymer Feed.
5. Check/replace Motor Overloads (See E. Alcaez list previous provided).
6. Install conduit for Polymer Transfer Pumps sensing wire (4 places).

MECHANICAL PUNCH LIST
BELT FILTER PRESS FACILITY

1. Label all pipes.
2. NPW Pipe (2") intererence with alternate Static Mixer installation at several areas.

CIVIL PUNCH LIST
BELT FILTER PRESS FACILITY

1. Install safety chains on platform at FP's.
2. Fix skylight leaks. (Verify no leaks)
3. Complete painting, ie inside silo, sludge feed and polymer pumps, mixers.
4. Caulk exhaust fan louvers @ silo - outside.

PUNCH LISTS
S.S.T. AND PUMP STATION

Civil

1. Touch up paint on mixers.
2. Install safety chain on ladder.
3. Install required pipe support @ Transfer Pumps (2 places).

Mechanical

1. Install belt guards and change motor sheaves.

Electrical

1. PVC coat fittings.

General Instrumentation

1. Label all instruments.
2. Calibrate all pressure gauges.

SLUDGE LOADING FACILITY

Civil

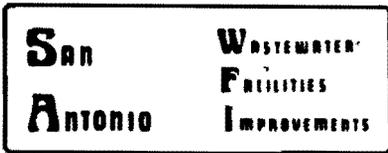
1. Tighten all bolts and test. (Report required from Testing Lab)
2. Certify modifications to structure.

PUNCH LIST ADDENDUM #1 (10-13-87)

1. Install fire extinguishers signs.

PUNCH LIST ADDENDUM #2 (10-21-87)

1. Complete Potable Water insulation including:
 - A. At Water Softener Skid
 1. All pipes except open drains.
 2. All valves, including flow control valve and multi-port valves.
 3. All instrument lines and root valves.
 4. Flow meters.
 - B. General piping.
 1. Continue pipe and valve insulation to the polymer wetting chambers at the mix-age tanks.
 2. Continue pipe and valve insulation to the polymer dilution mixers at the mix-age tanks.
2. Touch up painting (furnished list under separate cover).
3. Electrical conduit interference with sludge feed line static mixers.
4. Test and balance HVAC system.



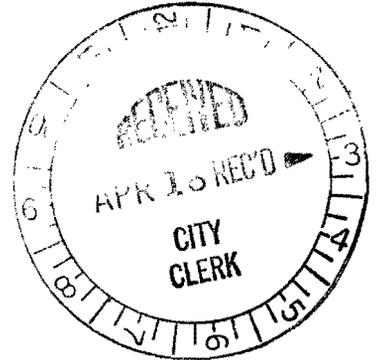
CHANGE ORDER

cc ✓

CHANGE ORDER NUMBER 4 DATE February 26, 1988
 PROJECT NAME Dos Rios Facility Solids Handling Facility
 PROJECT NO. 52-009121

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

See Attachments "A" and "B".



Justification:

See Attachment "C".

The Contract completion time will be (increased) ~~(decreased)~~ -0- working days.

Original Contract Amount	\$ <u>8,670,000.00</u>	Original Contingency Funds	\$ <u>86,700.00</u>
Cost of Previously Approved Change Orders	\$ <u>109,954.11</u>	Adjustments Due to Previously Approved Change Orders	\$ <u>109,954.11</u>
Cost of this Change Order	\$ <u>58,008.15</u>	This Change Order Adjustment	\$ <u>58,008.15</u>
New Contract Amount	\$ <u>8,837,962.26</u>	Contingency Fund Balance	\$ <u>-0-</u>

Ord. # 63 (82)
7-3-86

This Change Order is Acceptable.

Contractor Pizzagalli Construction Company
 By Henry L. Carr
 Title CONST. MGR Date 3/9/88

Recommended:

[Signature]
 Resident Engineer
[Signature]
 Department of Environmental Management

[Signature] 3/9/88
 For the PD VA Group
 Date _____

Professional Fee () Eligible () Ineligible

Approved: [Signature]
 City Manager Date _____

Approved: [Signature]
 Director of Public Works Date _____

ATTACHMENT A
ADMINISTRATION

Change Order No. 4

Dos Rios Facility Solids Handling Facility

- Item 1 The contract price will be increased by \$58,008.15 by this Change Order.
- Item 2 The Belt Press Facilities are considered to be substantially complete, therefore, the work in this Change Order is excluded from the determination of the project completion date. However, the Contractor shall make every effort to expedite the acquisition of the materials and to complete the work.
- Item 3 a. By executing this Change Order and accepting the stipulations herein, the Contractor acknowledges and agrees that the Owner is not under any further obligation to consider or pay any and all claims by Contractor and subcontractors allegedly arising from work incurred and/or conditions existing prior to February 26, 1988.
- b. Contractor hereby specifically waives any prior written reservations expressed in claims and/or change orders initiated prior to February 26, 1988, alleging additional compensation owed to the Contractor or subcontractor but not then precisely calculated by Contractor or subcontractor.
- Item 4 Any compensation paid in conjunction with the terms of this Change Order shall comprise total compensation due the Contractor for the work or change defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment of the work or change plus all payment for the interruption of schedules, stop work orders, extended overhead, delay or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject of the Change Order. Except as modified by Change Order, all work performed under a Change Order shall be completed in accordance with the Specifications and Drawings.

ATTACHMENT B
SCOPE OF WORK

Change Order No. 4

Dos Rios Solids Handling Facility

Item 1 Add 8 hose stations and install and insulate potable water booster bypass.

This item will increase the Contract amount by \$1,799.26 with no time extension.

Item 2 Change NPW piping to the Belt Filter Press washwater pumps.

This item will increase the Contract amount by \$11,518.89 with no time extension.

Item 3 Add wash boxes to primary conveyors.

This item will increase the Contract by \$12,190.00 with no time extension.

Item 4 Revise electrical components at Belt Press Facility.

This item will increase the Contract by \$32,500.00 with no time extension.

ATTACHMENT C
JUSTIFICATION

Change Order No. 4

Dos Rios Solids Handling Facility

- Item 1 The hose stations were added to facilitate wash down and operator maintenance of the Belt Presses. The potable water booster bypass was added by a design change. The insulation provides freeze protection.
- Item 2 NPW piping to Belt Press washwater pump was changed to provide additional washwater for belt cleaning which, in turn, increases the efficiency of Belt Presses.
- Item 3 The wash boxes were added to the primary conveyors to assist in cleaning the belts. This will increase the efficiency of the conveyors and decrease the daily operator maintenance requirements.
- Item 4 The electrical modifications were added to assure the plant will operate at design capacity and meet the full requirements of design intent.

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS
FINAL CERTIFICATE OF ACCEPTANCE



88-26-100-51

August 21, 1988

TO: Pizzagalli Construction Co.
P. O. Box 21606
San Antonio, Texas 78221

PROJECT: [REDACTED] CONTRACT [REDACTED]

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 10-30-87 and I hereby accept the project as provided in the contract as of this date.

Original Contract	- Amount	\$ 2,870,000.00
Completed Contract	- Amount	\$ 2,870,000.00
Field Alterations	- Amount	102,952.25
Total Contract Cost		\$ 3,872,952.25

Very truly yours,

DIRECTOR OF PUBLIC WORKS

APPROVED:

CITY MANAGER

- cc: Contract File
- ✓ City Clerk
- Department of Finance - Controller
- Department of
- Engineer/Architect
- Surety 52-009121
- Engineering Division
- DEED, SRA
- Personnel, Affirmative Action
- Wage and Hour
- General Accounting, Fixed Assets

Ord 63182
3 July 88