

**CITY OF SAN ANTONIO
PARKS AND RECREATION DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Malcolm Matthews, Director, Parks and Recreation Department

SUBJECT: Rosedale Park Improvements for Westside YMCA

DATE: November 18, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance appropriates \$64,273.00 from 1994-1999 Park Bond Funds for the Rosedale Park Improvements Project in City Council District 5; and authorizes the encumbrance of these funds for asbestos abatement, floor renovations and bleacher replacement at the Westside YMCA.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Funding of \$250,000.00 has been approved in the 1994 and 1999 Park Bond Issues for improvements to Rosedale Park, located at 303 Dartmouth in City Council District 5. This ordinance involves improvements to the Westside YMCA, which is located in the park and requires repairs, including asbestos abatement, floor replacement in several rooms and bleacher replacement. These projects have been bid through the City's Purchasing Department for a total cost of \$64,273.00. The proposed ordinance will appropriate funds to proceed with their implementation. It is anticipated that they will be completed in February 2005.

In addition, the community and the United Rosedale Organization have provided much input on other proposed improvements to the park. Ordinance 98743, approved on January 29, 2004, authorized payment for design services for ADA modifications to the restroom building near the baseball fields and development of a new parking lot that will also serve this area of the park. Also, landscape irrigation and plants will be installed to the entrance off of Dartmouth. These future components of the project, with an estimated cost of \$150,000.00, required a construction bid that is being advertised and will be awarded in January 2005.

The Westside YMCA has on-going roof maintenance issues and HUD 108 funds have been requested for total roof replacement. Early next year we will know if those funds have been awarded.

POLICY ANALYSIS

This action is consistent with the approved 1994 and 1999 Park Bond Programs.

FISCAL IMPACT

The proposed ordinance will allocate a total of \$64,273.00 from 1994-1999 Park Bond Funds for Rosedale Park Improvements at the Westside YMCA. The General Fund is not impacted by this action.

COORDINATION

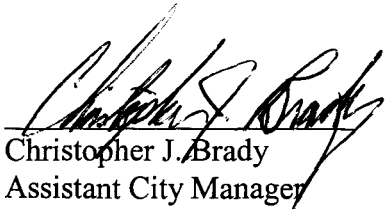
The Westside YMCA management and the City's Environmental Services, Purchasing, Finance and Budget and Management Departments have assisted with this action.

SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure Form is not required.



Malcolm Matthews
Director of Parks and Recreation



Christopher J. Brady
Assistant City Manager



J. Rolando Bono
Interim City Manager

Site Map Rosedale Park



City of San Antonio
Parks & Recreation Dept.

Site Map Rosedale Park

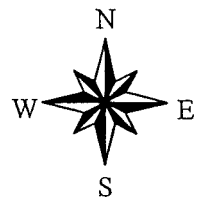
GENERAL MCMULLEN

RUIZ

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City of San Antonio
Parks & Recreation Dept.



Fax To: Marc Ripley
207-7814

Price Schedule

September 13, 2004

FLOORING FOR WEST SIDE YMCA GYMNASIUM

Work Package Complete for Gym floor refinishing.
As per specifications Bid #26-01-01/3RP

\$ 13,155.00
13,165.00

Prompt Payment Discount $\frac{1}{2}$ % 15 days (Not 30 assumed if none stated)

Work to begin in 21 Days from notice. (1 Day ARO assumed if none stated)

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions, and specifications as listed herein.

Bexar Floor Covering Company, Ltd.

Magott Management, LLC, General

Firm Name Partner Tel Number 210-225-1184

Address P.O. Box 10569 City, State, Zip San Antonio, Texas 78210-0569

Robert P. Magott, President Signer's Name Robert P. Magott, President of G.P.
Signature of person authorized to sign bid. *Byld.* (Please Print)

74-1692484

Federal Tax ID & additional information

Date: 9/9/2004 Time: 11:51 AM To: G Gomez Floor, 651-6910

Price Schedule

TWO BIDDING FOR WORK ON THE KIMCA CREDIT ASSURANCE

Work Package Complete for Rubber Flooring
As per specifications\$ 13,703.¹⁵ ~Work Package Complete for Resilient Flooring
As per specifications.\$ 3,612.⁰⁰ ~Prompt Payment Discount 0 % 0 days (Not 30 assumed if none stated)Work to begin in 10 Days from notice. (1 Day ARO assumed if none stated)

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions, and specifications as listed herein.

Firm Name GOMEZ FLOOR COVERING Tel Number 210-651-5002Address 3816 Binz-Engleman B-125 City, State, Zip San Antonio, Tx, 78219.Signature of person authorized to sign bid. Daniel Yrigoyen Signer's Name DANIEL YRIGOYEN
(Please Print)

573-3844

742801036

Federal Tax ID & additional information

Fax To: Marc Ripley
207-7814

Price Schedule

September 13, 2004

FLOORING FOR WEST SIDE YMCA GYMNASIUM

Work Package Complete for Rubber Flooring
As per specifications #26-01-01/2RP\$ 10,986.00 10,986⁰⁰ *m*Work Package Complete for Resilient Flooring
As per specifications.\$ 4,343.00 4,343⁰⁰ *m*Prompt Payment Discount 1/2 % 15 days (Net 30 assumed if none stated).Work to begin in 60 Days from notice. (1 Day ARO assumed if none stated)

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions, and specifications as listed herein.

Bexar Floor Covering Company, Ltd.

Firm Name Magott Management, LLC, General Partner Tel Number 210-225-1184Address P.O. Box 10569 City, State, Zip San Antonio, Texas 78210-0569Robert P. Magott, PresidentSignature of person authorized to sign bid. *Byld*Signer's Name Robert P. Magott, President of G.P.
(Please Print)74-1692484

Federal Tax ID & additional information

NOTE: We have included one battery of moisture test kits per area.

Each additional battery of moisture test kits for the rubber flooring area
will be at \$155.00 per battery.Each additional battery of moisture test kits for the resilient flooring area
will be at \$185.00 per battery.

CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By:MR
BID NO.: 04-122

Date Issued: AUGUST 11, 2004
Page 1 of 24

FORMAL INVITATION FOR BIDS
REMOVAL AND REPLACEMENT OF BLEACHERS AT THE WESTSIDE YMCA GYMNASIUM

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time AUGUST 27, 2004.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 297-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

ORIGINAL

This invitation includes the following:

Invitation for Bids

Specifications and General Requirements

Terms and Conditions of Invitation for Bids

Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: Tom Streck Firm Name: School Specialty
(Please Print or Type)

Address: W6316 Design Drive

Tom Streck
Signature of Person Authorized to Sign Bid

City, State, Zip Code: Granville, WI 54942

Email Address: tstreck@schoolspecialty.com Telephone No.: 888-388-3224

Fax No.: 877-315-5172

Please complete the following:

Prompt Payment Discount: NET % 30 days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

☒ Non-minority ☐ Hispanic ☐ African-American ☐ Other Minority (specify) _____

☐ Female Owned ☐ Handicapped Owned ☐ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Other (specify) _____

Tax Identification Number: 39-0971239 Social Security Number: _____

FOR CITY USE ONLY

AWARD

Items Accepted: _____ Ordinance No: _____ Date: _____ Amount: _____

Approved: _____

CITY OF SAN ANTONIO

- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within ten days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, ten days after award of the contract.

6. SUBMISSION OF BIDS

- (a) Bids in triplicate shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION

TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

- (a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this IFB. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260 and referenced by bid number.

- E. PROTECTION OF WORK AND PROPERTY: The contractor shall confine his operations and work force to the space allowed by law and as allotted by the City. The contractor at his expense, shall protect and be responsible for any damage to adjacent buildings, property, damaged grass/turf, other landscape vegetation, etc. Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Contractor will provide temporary fences, barricades, coverings, or other protection as needed and required.
- F. The contractor shall furnish and pay for all means of removing all trash and debris generated by his work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the building or surrounding areas. Upon completion of the work, the construction area shall be left clean and free of any and all trash, scraps, cartons, etc. as deemed acceptable to the West Side YMCA staff.
- G. The contractor shall furnish to the owner no less than a one-year written guarantee before final acceptance and is to be effective from the date of acceptance. Any work found to be defective due to workmanship and/or material shall be repaired or replaced by contractor at no cost to owner.
- H. INSPECTIONS: The Parks and Recreation Department will periodically monitor the work and accomplish an inspection after completion of work for final approval and release. Contractor shall request inspections at least one working day prior to the desired day of inspection.
- I. COMPLETION: Upon completion the contractor will supply owner with the following:
- Contractor's warranty / guarantee for entire project for one year from date of the Final Inspection or the date the City began use of the facility / equipment, whichever is earlier, manufacturer's warranties and maintenance guidelines, including any extended warranties past one year, copies of all required Building Inspections approved Permit Final Inspection forms.
 - All other items as specified elsewhere in the specifications or plans.
 - Spare parts, paint, wood, other materials and any other items removed during demolition if requested or specified for salvage by City staff.
- J. TIME LIMITS: Contractor shall complete work according to the following schedule:
- Phase 1 must be completed within 15 days after receipt of order.
 - Phase 2 must be completed within 5 days after commencement.
- K. PAYMENTS: Contractor will be paid in two installments:
- Phase 1: After removal of existing bleachers and site preparation (Price Schedule Item 1).
 - Phase 2: Completion of the remainder of the contract (Price Schedule Item 2).
- L. LIST OF LICENSED TRADES/PROFESSIONS:
- Fill out this following section. List all trades / professions which require a license by the City of San Antonio, State or the U.S. governments to perform work specified for this project. List includes, but is not limited to the following:
1. Electricians

Type	Amount
*Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- *Any alternate workers compensation employer's liability insurance plan submitted by the vendor must be approved by the City's Risk Management Dept.

Contractor shall provide the City with 30 days advance notice, in writing, of cancellation or material change in coverage.

Payment and Performance Bonds:

Contractor shall provide a payment bond in the full amount of the contract price as security for all persons supplying labor and material in the performance of this contract. Contractor shall also provide a performance bond in the full amount of the contract price. The performance bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. The performance bond shall further guarantee the principal's performance of all terms and obligations under this contract. Each bond must be furnished within (10) days of notification and prior to commencement of work under this contract. Said bonds shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code

1. Product: Hussey Telescopic Gym Seat System
 - a. Model: MXM26 Series Telescopic Gym Seats, adjustable row spacing.
 - b. Aisle Type: Foot level aisles, intermediate aisle steps.
 - c. Seat Type: 10° MVP Plastic Seat Modules.
 - d. Rail Type: Self-storing end rails, center aisle P-rails.
 - e. Operation: Manual power.
2. Product Description/Criteria:
 - a. Bank Length: 95'
 - b. Aisle Widths: 3 @ 4'6"
 - c. Number of Tiers: 5
 - d. Row Spacing: 24"
 - e. Row Rise: 9 5/8"
 - f. Open Dimension: 9' 3"
 - g. Closed Dimension: 3'5"
 - h. Net Capacity: 265+/-
3. Handicap Seating Provisions: Provide fully recoverable first tier handicap cutouts per requirements of (ADA) Americans with Disability Act located as indicated.

B. UNDERSTRUCTURE FABRICATION

- i. Frame System:
 1. Wheels: Not less than 5" diameter by 1 1/4" with non-marring soft rubber face to protect wood and synthetic floor surfaces, with molded-in sintered iron oil impregnated bushings to fit 3/8" diameter axles secured with E-type snap rings.
 2. Lower Track: Continuous Positive Interglide System interlocks each adjacent unit using an integral, continuous, anti-drift feature and through-bolted guide at front to prevent separation and misalignment. Each CPI unit shall contain a Low Profile Posi-Lock to lock/unlock each row automatically.
 3. Slant Columns: High tensile steel, tubular shape.
 4. Sway Bracing: High tensile steel members through-bolted to columns.
 5. Upper Guide: High tensile steel through-bolted to nose and riser. Interlocks with adjacent upper tier to prevent separation and misalignment.
 6. Deck Support: Securely captures decking for entire length of section.
- ii. Deck System:
 1. Section Lengths: Each bank shall contain sections not to exceed 25'-6" in length with a minimum of two supporting frames per row, each section.
 2. Nosing and Rear Riser: Continuous roll formed galvanized steel members.
 3. Attachment: Through-Bolted fore/aft to deck guides, and frame cantilevers.
 4. Decking: 5/8", AC grade, tongue & groove, transversely oriented plywood, interior type with exterior glue, 5-ply, all plies Southern Pine with plugged crossbands, produced in accordance with National Bureau of Standards PS-1 Deck End Overhang: Not to exceed frame support by more than 5'-7".

C. SEATING FABRICATION

A. EXAMINATION

- i. Verification of Conditions: Verify area to receive telescoping gym seats are free of impediments interfering with installation and condition of installation substrates are acceptable to receive telescoping gym seats in accordance with telescoping gym seats manufacturers recommendations. Do not commence installation until conditions are satisfactory.

B. INSTALLATION

- i. Manufacturers Recommendations: Comply with telescoping gym seats manufacturer's recommendations for product installation requirements.
- ii. General: Install telescoping gym seats in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of telescoping gym seats and for permanent attachment to adjoining construction.

C. ADJUSTMENT AND CLEANING

- i. Adjustment: After installation completion, test and adjust each telescoping gym seats assembly to operate in compliance with manufacturer's operations manual.
- ii. Cleaning: Clean installed telescoping gym seats on both exposed and semi exposed surfaces. Touch-up finishes to restore damage or soiled surfaces.

D. PROTECTION

- i. General: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure telescoping gym seats are without damage or deterioration at time of substantial completion.

PREVAILING WAGE RATE:

Definitions:

- (1) Prevailing Wage Rate – that rate which has been determined by City to be the applicable prevailing wage rate, including the per diem rate and the rate for legal holiday and overtime pay, as set forth in exhibit attached hereto and fully incorporated herein, for each category of worker.
- (2) Worker - person employed by Contractor or a Subcontractor in the execution of this contract. A worker includes, but is not limited to, laborers and mechanics.

Payment of Prevailing Wage Rate:

Contractor shall pay to its workers not less than the prevailing wage rate for that class of worker as described in said Attachment "1". Further, Contractor shall stipulate in all contracts with subcontractors engaged by Contractor in furtherance of the execution of this agreement that said subcontractors pay not less than the prevailing wage rate for its workers, and shall attach as an exhibit to said contracts a copy of Attachment "2".

Penalty for Non-payment:

of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

PRICE SCHEDULE

ITEM 1:

Removal and disposal of existing Bleachers and site preparation.

PRICE: \$ 1,565.00 Complete

ITEM 2:

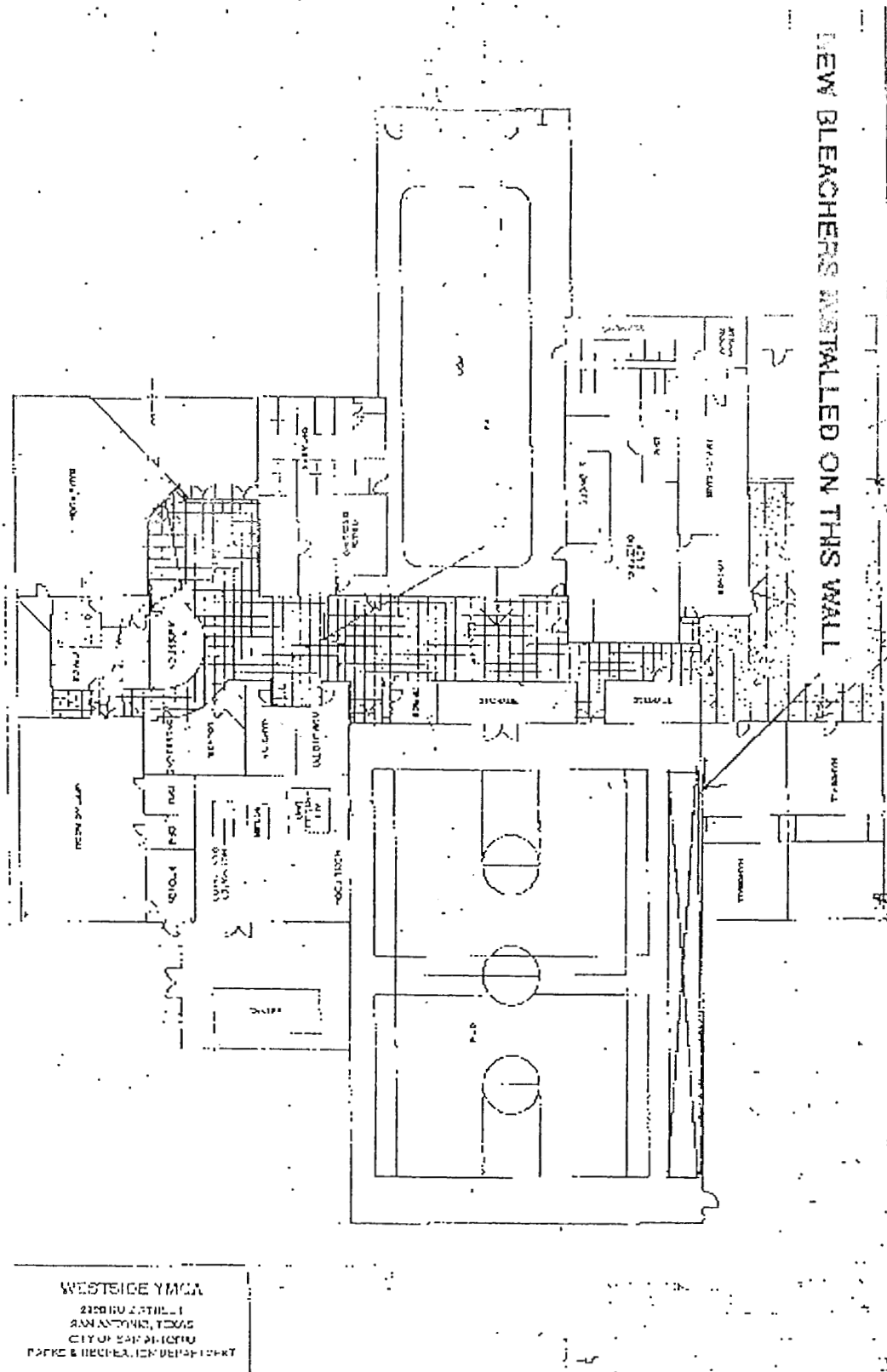
Installation of new Bleacher seating system, testing, adjustments, and training of City staff.

PRICE: \$ 22,635.00 Complete

Total: New, Installation + Removal \$ 24,200.00

Manufacturer & Model Number: Jowin Telescopic Seating / 5000

Gymnasium: Attachment "1"



Not to scale. Drawing provided to show layout of Gymnasium Facility. Contractor is to measure on site.

February 12, 2004

Mr. Abraham Diaz
City of San Antonio
Environmental Services Department
Environmental Management Division
1920 Grandstand
San Antonio, Texas 78238

PBY
INDEX
79707

RE: Proposal to Provide Asbestos Consulting Services for:
Westside YMCA
2900 Ruiz
San Antonio, Texas 78228
ATC Proposal No. 46.25.2844

Dear Mr. Diaz:

ATC Associates Inc. (ATC) is pleased to submit this proposal to provide asbestos consulting services at the above referenced site. This proposal outlines the project characteristics, our scope of services, and our compensation for these services.

PROJECT CHARACTERISTICS

It is our understanding that renovation activities are planned at the above referenced site located at 2900 Ruiz, in San Antonio, Texas. This project consists of the abatement of asbestos-containing flooring materials located at the above referenced site.

SCOPE OF WORK

ATC proposes the following break down in the services that would best facilitate the successful completion of this project:

Task 1 – Daily Air Monitoring

ATC will provide a TDH licensed project manager at the project site to collect and analyze, by Phase Contrast Microscopy (PCM), air samples during the abatement project. The samples will be analyzed on site. The licensed project manager will also monitor the progress of the abatement contractor and maintain a daily log of the activities on the project site. ATC will provide a TDH licensed asbestos consultant to provide technical guidance and Scope of Work interpretation as required.

ENVIRONMENTAL, GEOTECHNICAL AND MATERIALS PROFESSIONALS

Task 2 – Issue Closure Reports

ATC will provide two (2) original and one (1) copy of a closure report detailing pertinent information as it relates to the abatement activities. This report will include the daily logs, air sampling reports, clearance inspections, certification documents, disposal manifests, and other related information.

COMPENSATION

Based upon the above-stated scope of services, the break-down of our estimated fees are listed below:

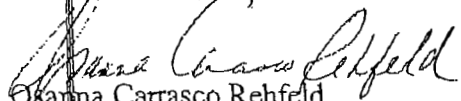
Task	Units	Total
Project Management and Air Monitoring Closure Report	Lump Sum \$500.00	\$500.00
Air Monitoring Technician	85 hours @ \$45.00	\$3,825.00
Mileage	320 miles @ 0.40	\$128.00
Clerical	1 hour @ 35.00	\$35.00
	Total	\$4,488.00

This project will be billed on a time and material basis. This estimated fee is based upon the project duration of eight (8) ten hour-workdays, and 5 hours of baseline sampling. This fee also includes all PCM air samples collected per day, including baseline sampling; reporting; and management. Should additional labor hours be required for Project Management or Air Monitoring, ATC will contact and invoice COSA accordingly. This budget is based upon the anticipated scope of work outlined in this proposal in accordance with the terms and conditions and Schedule of Fees listed in the *Non-Asbestos Professional Environmental Engineering Agreement* between the City of San Antonio and ATC.

We appreciate the opportunity to assist you on this important project. If you find this proposal acceptable, please provide your authorization so that we may begin the work. Payment for services rendered is due within thirty (30) days after receipt of the invoice. The quoted fee is valid for a ninety-day period from the date of this proposal. If you have any questions regarding this proposal or require additional information, please contact us at (210) 496-3434.

Sincerely,

ATC ASSOCIATES INC.


Osanna Carrasco Rehfeld
Asbestos/Lead Department Manager


Todd Eddington
Branch Manager

File: C:\OS\Asbestos\Proposal\2844-Wapiti\MCAMonitor

Project Authorized By:

Signature

Print Name

Date

*COSTS ASSOC.
WITH WST Floor
ADD TO ORD
REQ. For Form
work*

City of San Antonio Department
Asbestos Abatement Estimate - 2004 Ind

Project Location 2900 Ruiz Street - YMCA
Contractor Contacted Date _____ Time _____
Contacted By Abraham Diaz Person Contacted Carl Brown

Site Visit: Date 02/05/04 Time _____
City Representative Abraham Diaz
Contractor Representative Carl Brown

QUANTITIES OF ASBESTOS TO BE REMOVED

ITEMS FOR ABATEMENT AND DISPOSAL	UNIT PRICE	QUANTITY	TOTAL
Linoleum/Floor Covering - Single Layer	\$ 1.40 SF		
Linoleum/Floor Covering - Multi Layer	1.60 SF		
Floor Tile Single Layer	1.40 SF	4230	5,922.00
Floor Tile - Multi Layer	1.60 SF		
Spray-on Ceiling	1.60 SF		
Spray-on Walls	1.60 SF		
Mastic/Float (Sheetrock)	1.60 SF		
Exterior Shingles (Transite)	.59 SF		
Transite Pipe	5.00 LF		
Pipe Insulation < 12" dia.	12.72 LF		
Pipe Insulation > 12" dia.	4.20 SF		
Mastic on Pipe Insulation	4.00 LF		
Mastic on Duct Insulation	5.64 LF		
Equipment Insulation	10.69 SF		
Parapet Wall Mastic	3.76 SF		
Roofing Shingles	.97 SF		
Roofing Sealant Mastic	1.27 SF		
Blow-on/Spray-on Insulation	4.64 SF		
Cement Sheets	.95 SF		
Wall Panel-Heater Insulation	4.20 SF		
Debris - Friable	51.00 CY		
Ceiling Tile - 1x1	1.60 ea.		
Joint Sealant - interior	9.73 LF		
Removing trash from structure	25.96 Hr. per man		
Total			\$5,922.00

Quantity Approvals

City Representative _____ Date _____
Contractor Representative Carl Brown Date 2-12-04

Note: Any changes in these quantities shall be submitted by the Contractor to the Environmental Services Division for approval.

Abatement Start Date _____ Completion Date _____

Demolition Start Date _____ Completion Date _____

Comments TDH Notification Is Required / 8 days to complete abatement