

AN ORDINANCE      **2014 - 10 - 30 - 0 8 2 3**

**AUTHORIZING A CHANGE ORDER TO A CONTRACT WITH SWANK SPORTS, LLC D/B/A ASTROBUILDERS TO REACH AN ACCORD ON THE DELIVERED TURF AND TO PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT FOR ADDITIONAL PORTABLE ARTIFICIAL INFILL TURF FOR THE ALAMODOME FOR THE U.S. ARMY ALL-AMERICAN BOWL IN THE AMOUNT OF \$120,849.49.**

\* \* \* \* \*

**WHEREAS**, the original contract with Swank Sports LLC d/b/a AstroBuilders for a portable artificial infill turf system, a turf grooming machine, and a turf paint remover machine was approved by the San Antonio City Council by Ordinance No. 2014-06-12-0413 for a cost of \$701,575.00 (“Original Contract”); and

**WHEREAS**, this ordinance authorizes a change order to the Original Contract to provide additional turf for the U. S. Army All American Bowl, including customized turf panels and logos, for an additional cost of \$120,894.49; and

**WHEREAS**, this ordinance also authorizes the City to pay a percentage of the cost of the turf delivered under the Original Contract, and to accept said turf after an evaluation period if deemed satisfactory, for a credit off the original price; **NOW THEREFORE:**

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

**SECTION 1.** The Director of Finance, or his designee, is hereby authorized to execute a change order to the Original Contract in the form attached hereto as **Exhibit I** for the purchase of additional turf panels and logos for an amount not to exceed \$120,894.49, to pay a percentage of the cost of the turf that was delivered under the Original Contract, and to accept that turf with the credit described in the Change Order, should the Director of the Convention Sports and Entertainment Facilities Department deem it satisfactory after the evaluation period.

**SECTION 2.** Funding in the amount of \$120,894.49 for this ordinance is available for Fund 29007000, Cost Center 4529070001 and General Ledger 5701060, as part of the Fiscal Year 2015 Budget. Payment not to exceed the budgeted amount is authorized to Swank Sports, LLC d/b/a AstroBuilders and should be encumbered with a purchase order.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP

LOC  
10/30/14  
Item No. 10

Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

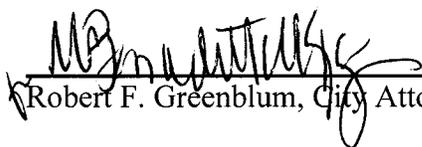
**PASSED AND APPROVED** this 30<sup>th</sup> day of October, 2014.

  
M A Y O R  
Ivy R. Taylor

**ATTEST:**

  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
Robert F. Greenblum, City Attorney

<b>Agenda Item:</b>	<b>10 ( in consent vote: 6, 7, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 25, 27, 28, 29, 31A, 31B )</b>						
<b>Date:</b>	10/30/2014						
<b>Time:</b>	02:38:40 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing a change order to a contract with Swank Sports, LLC d/b/a AstroBuilders to reach an accord on the delivered turf and to provide all labor, material and equipment for additional portable artificial infill turf for the Alamodome for the U.S. Army All-American Bowl in the amount of \$120,849.49. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x			x	
Keith Toney	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

# EXHIBIT I

Opened: September 18, 2014 For: Alamodome Additional Turf -Change Order 6100004201		<b>Non-Local</b> Swank Sports, Inc., d/b/a Astro Builders, Inc. 267 Old Highway 71 Cedar Creek, TX 78612 512 496-1121	
		SG	
Item	Description	Quantity	
1	Additional Turf for the Army All American Bowl Price Each Price Total Brand Name of Product Model Number Includes 4 turf panel for end zones 4 US Army Star logos (2 for each end zone) 4 turf panels for center of field for center field logo Center field logo approve by All American Bowl Installation  Payment Terms	1	\$120,894.49 \$120,894.49 AstroTurf GameDay Grass 3D60 Xtreme       Net 30
Total			\$120,894.49
<b>Total Award</b>			<b>\$120,894.49</b>



## City of San Antonio

CONTRACT NAME:	Alamodome Turf Project
CONTRACT NUMBER:	IFB No. 6100004201
VENDOR NAME:	Swank Sports LLC d/b/a AstroBuilders
VENDOR ADDRESS:	267 Old Hwy 71, Cedar Creek, Texas 78612
ATTN:	Kevin Swank, President
CHANGE ORDER NUMBER:	1
DATE ISSUED:	October 30, 2014
EFFECTIVE DATE OF CHANGE ORDER:	October 30, 2014

Whereas, the Parties to the above referenced contract recognize and agree that Vendor delivered synthetic turf material (the "Originally Delivered Turf") to City that does not in all respects match the synthetic turf material offered by Vendor in its bid (the "Originally Proposed Turf"); and

Whereas, Vendor has offered to allow City to use the Originally Delivered Turf for the current football season, which ends in 2015 to evaluate its suitability and determine whether to accept same; and

Whereas, the Parties wish to set forth their agreement regarding use of the Originally Delivered Turf, credits in price should the Originally Delivered Turf be accepted, and a change order to increase the quantity of turf, and related matters;

Now therefore, the City of San Antonio ("City") hereby issues this change order to the above referenced contract pursuant to Texas Local Government Code §252.048, and approval of the San Antonio City Council by Ordinance No. 2014-10-\_\_\_\_\_. This contract is hereby amended as follows:

### 1. CHANGE ORDER

1.1 City may use the Originally Delivered Turf for the 2014 NCAA Collegiate Football Season, or, if City rejects the Originally Delivered Turf, until such time as the Originally Proposed Turf is delivered and installed by Vendor. City shall bear no risk of loss for the Originally Delivered Turf. Parties

acknowledge that City's use of the Originally Delivered Turf during the 2014 NCAA Collegiate Football Season is for testing and evaluation and will not be considered acceptance nor a waiver.

1.2 Vendor shall have a representative on site for each conversion of the Originally Delivered Turf during the remainder of the 2014 NCAA Collegiate Football Season currently scheduled by City to assist in the event that any issues arise during the conversions.

1.3 If City elects to accept the Originally Delivered Turf, Vendor shall credit City with \$172,281.25.

1.4 The Originally Delivered Turf and the Originally Proposed Turf shall be warranted against defects in materials and workmanship for a period of 8 years and shall be suitable for the purposes for which it is intended during this warranty period. Vendor shall warrant all labor for a period of 1 year. Warranties shall start on the date of City's written acceptance of the turf.

1.5 If City rejects the Originally Delivered Turf, Vendor shall provide and install the Originally Proposed Turf on a date selected by City. It is anticipated that this date will be at the conclusion of the 2014 NCAA Collegiate Football Season; however, City may require Vendor to install the Originally Proposed Turf sooner if City, in its sole discretion, believes that the Originally Delivered Turf is not suitable for use for its intended purpose. Upon acceptance of the Originally Proposed Turf, Vendor shall remove and dispose of the Originally Delivered Turf at its sole cost and expense.

1.6 Additional Turf Panels and Logos.

1.6.1 Vendor shall provide 4 additional green turf panels for end zones. Each panel shall measure 15' X 172', and be inlaid with the US Army Star logos (2 for each end zone).

1.6.3 Vendor shall provide 4 additional green turf panels for the center of the field for center field logos. Each panel shall measure 15' X 172', and be inlaid with the center field logo approved by the All American Bowl.

1.6.4 Vendor shall provide all labor and equipment to install the additional turf panels. Delivery and installation must be no later than December 14, 2014.

1.6.5 All additional turf delivered under this section shall be AstroTurf GameDay Grass 3D60 Xtreme. Additional coated, reinforced backing material is not required.

1.6.6 Vendor shall install Velcro to all seams.

1.6.7 Vendor shall provide and install infill rubber to match existing field.

1.6.8 Vendor shall inlay all sports markings per plans.

1.6.9 Vendor shall dispose of all trash and debris in dumpsters provided by Vendor at Vendor's sole cost and ensure same are removed from City property.

1.6.10 Vendor shall maintain a clean and professional worksite.

1.6.11 Vendor shall warrant the additional turf panels against defects in materials and

workmanship for a period of 8 years. Vendor shall warrant all labor for a period of 1 year. Warranties shall start on the date of City's written acceptance of the turf.

1.6.12 City agrees to pay Vendor \$120,894.49 for the additional turf. Payment shall be made in accordance with the invoicing provisions contained in the original contract.

1.7 City and Vendor agree that the price for the Originally Delivered Turf is a total of \$447,518.75 (the Revised Turf Price). This sum represents the bid price for the Originally Proposed Turf (\$619,800.00), less the credit of \$172,281.25.

1.8 Upon City Council approval of this change order, Vendor may invoice City the sum of \$111,879.68, which is 25% of the Revised Turf Price.

1.9 If City rejects the Originally Delivered Turf, City shall pay the cost of the Originally Proposed Turf (\$619,800.00), in accordance with the original contract terms, less any amounts prepaid hereunder, after delivery and acceptance, and proper invoicing.

1.10 As used herein, the 2014 NCAA Collegiate Football Season includes all playoff games and bowl games.

## 2. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the above referenced contract, as previously amended, not specifically mentioned herein and revised by this document, are retained in their entirety, unchanged, and remain in full force in effect for the duration of said contract, and any renewals thereof.

## 3. ENTIRE AGREEMENT

This contract, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

---

Printed Name: Norbert Dziuk  
Title: Assistant to the Director

This change order is part of the contract. Please acknowledge your receipt of this change order and consent hereto by having it signed by an authorized representative. Please return this change order to the Finance Department, Purchasing Division at the address above, or hand deliver to 111 Soledad, 11<sup>th</sup> Floor, San Antonio, TX 78205.

Person authorized to sign on Behalf of Contractor: 