

AN ORDINANCE **9 8 8 0 2**

ACCEPTING THE LOW, RESPONSIVE BID OF WESTFIELD CONSTRUCTION, L.P., IN THE BASE BID AMOUNT OF \$618,733.00 WITH BID ALTERNATES 1, 4 AND 5, FOR A TOTAL CONTRACT AMOUNT OF \$631,553.00, IN CONNECTION WITH THE LINCOLN PARK POOL AND PLAYGROUND REHABILITATION PROJECT, LOCATED IN COUNCIL DISTRICT 2; AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT; APPROPRIATING \$103,129.00 IN 1994-1999 PARK BOND FUNDS, WHICH COMBINED WITH \$714,254.00 PREVIOUSLY APPROPRIATED WILL BRING THE PROJECT TOTAL TO \$817,383.00; AND PROVIDING FOR PAYMENT.

* * * * *

WHEREAS, the City's Lincoln Park, located at 2915 East Commerce in City Council District 2, is in need of major renovations to make the facility usable by the public; and

WHEREAS, the City's Department of Parks and Recreation developed a grant application to the National Park Service (NPS) for \$499,978.00 in Urban Park and Recreation Recovery (UPARR) grant program funds for the Lincoln Park Pool and Playground Rehabilitation Project; and

WHEREAS, these grant funds will be supplemented with available 1994-1999 Park Bond Funds; and

WHEREAS, the base bid capital improvements will include structural repairs/replacement of the pool sub-structure, pool decking and mechanical area of the pool facility; electrical code upgrades; demolition of the pool bathhouse and construction of a new bathhouse and ADA improvements to the entire pool facility; and

WHEREAS, the bid alternates include a new pool filtration system and construction of a new ADA accessible playground near the pool with accessible surfacing material; and

WHEREAS, it is now necessary to accept the low qualified bid of Westfield Construction, L.P. for said work; to authorize a standard construction contract for said project; to amend the project's budget; and authorize payment; **NOW THEREFORE:**

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

Section 1. The low qualified base bid of \$618,733.00 with bid alternates 1, 4, and 5 for a total contract amount of \$631,553.00 from Westfield Construction, L.P. for capital improvements to the City's Lincoln Park Pool and Playground Rehabilitation Project is

hereby accepted. The City Manager, or her designee is hereby authorized to execute a standard form public works construction contract for the job. A copy of the contractor's bid is affixed hereto and incorporated herein for all purposes as Attachment II. All other bids will be deemed rejected upon the execution of a contract by the successful bidder and the deposit of all required bonds and insurance certificates or the expiration of sixty (60) days from the effective date of this ordinance accepting the low bid, whichever event occurs first.

Section 2. The Lincoln Park Pool and Playground Rehabilitation Project, Fund 26-052039 has previously been designated for use in the accounting for the above project.

Section 3. The budget in fund 45-480095, 1994 Park Bonds – Sold in 2000, shall be revised by reducing index code 587964, entitled Unallocated Appropriations-Proceeds, by \$103,129.00.

Section 4. The amount of \$103,129.00 is appropriated in fund 45-480016, 1994 Park Bonds – Sold in 2000, in index code 929455, entitled transfer to 26-052039 Lincoln. The amount of \$103,129.00 is authorized to be transferred from fund 45-480016 to fund 26-052039.

Section 5. The budget in fund 26-052039 shall be increased by \$103,129.00 as detailed in the budget schedule affixed hereto and incorporated herein for all purposes as Attachment I.

Section 6. 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 allocation to specific Index Codes and Fund Numbers as necessary to carry out the purpose of this Ordinance.

Section 7. This ordinance shall be effective on February 22, 2004.

PASSED AND APPROVED this 12th day of February 2004.

M A Y O R

EDWARD D. GARZA

ATTEST: Jolanda L. Ledesma
City Clerk

APPROVED AS TO FORM: Christina M. ...
City Attorney

04-06

MEETING OF THE CITY COUNCIL

ALAMODOME
ASSET MANAGEMENT
AVIATION
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE – GENERAL MANAGER
CITY PUBLIC SERVICE – MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
COUNCIL OFFICES
CULTURAL AFFAIRS
CUSTOMER SERVICE/311 SYSTEM
DEVELOPMENT SERVICES
HOUSE NUMBERING
LAND DEVELOPMENT SERVICES
TRAFFIC & DRAINAGE PLAN REVIEW
ECONOMIC DEVELOPMENT
ENVIRONMENTAL SERVICES
SOLID WASTE
EXTERNAL RELATIONS
PUBLIC INFORMATION OFFICE
FINANCE - DIRECTOR
FINANCE – ASSESSOR
FINANCE – CONTROLLER
FINANCE – GRANTS
FINANCE – PUBLIC UTILITIES SUPERVISOR
FINANCE-TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
MANAGEMENT & BUDGET (OFFICE OF) OMB
MAYOR'S OFFICE
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
NEIGHBORHOOD ACTION
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT –NEIGHBORHOOD PLNG; URBAN DESIGN/HISTORIC PRESERVATION
DISABILITY ACCESS OFFICE
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
PARKING DIVISION
REAL ESTATE DIVISION
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)
VIA

AGENDA ITEM NUMBER: 13

DATE: FEB 12 2004

MOTION: _____

ORDINANCE NUMBER: 0798802

RESOLUTION NUMBER: _____

ZONING CASE NUMBER: _____

TRAVEL AUTHORIZATION: _____

NAME	ROLL	AYE	NAY
ROGER O. FLORES JR. District 1			
JOEL WILLIAMS District 2			
RON SEGOVIA District 3			
RICHARD PEREZ District 4			
PATTI RADLE District 5			
ENRIQUE M. BARRERA District 6			
JULIAN CASTRO District 7			
ART A. HALL District 8			
CARROLL SCHUBERT District 9			
CHRISTOPHER "CHIP" HAASS District 10			
EDWARD D. GARZA Mayor			+

04-06

CONSENT AGENDA

CONSENT AGENDA
ITEM NO. 13

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PARKS AND RECREATION DEPARTMENT**

TO: Mayor and City Council

FROM: Malcolm Matthews, Director, Parks and Recreation Department

THROUGH: Terry M. Brechtel, City Manager

COPIES: Christopher J. Brady; Finance; Management and Budget; Legal; Public Works; File

SUBJECT: Ordinance Accepting Low Bid by V.W. Brooks, Inc. to Perform Construction Work in Connection with the Lincoln Park Pool and Playground Rehabilitation Project

DATE: February 5, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low bid by Westfield Construction L.P. to perform construction work in connection with the Lincoln Park Pool and Playground Rehabilitation Project in City Council District 2 for the base bid amount of \$618,733.00 with bid alternates 1, 4 and 5 for a total contract amount of \$631,553.00. The ordinance amends the current project budget totaling \$714,254.00 by appropriating \$103,129.00 in 1994-1999 Park Bond Funds for a total project budget of \$817,383.00.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The City's Lincoln Park, located at 2915 East Commerce in City Council District 2, is in need of major structural repairs to the pool decking and bath house. The facility was closed during the 2003 pool season due to the magnitude of the required repairs. The City applied for and was awarded an Urban Park and Recreation Recovery Program (UPARR) grant of \$499,978.00 by the United States Department of the Interior National Park Service. The UPARR program is intended to provide funding to rehabilitate existing public recreation facilities requiring infrastructure work. This was supplemented by a grant of \$71,425.00 from the Texas Parks and Wildlife Department (TPWD). 1994-1999 Park Bond Funds of \$142,851.00 have been utilized for the City's match.

The base bid capital improvements will include demolition and reconstruction of the existing pool bathhouse, renovation of the pool mechanical/filtration system, demolition and reconstruction of the pool deck and ADA/Code improvements to the entire pool facility. Bid

alternates will include upgrading the filtration system to a more efficient surge pump system, deducting the ceramic tiles in the bathhouse and installing a new ADA accessible playground near the pool with accessible surfacing material. Mogas/Gonzales Associated Architects designed the improvements and developed the construction bid documents.

The construction bid was advertised in September 2003; however, the bids were too high and all were rejected. Plan drawings were modified to reduce the project scope and it was advertised again on November 3, 2003 and November 10, 2003 in Commercial Recorder, San Antonio Informer and La Prensa De San Antonio. Six bids were received. Westfield Construction L.P. had the lowest base bid of \$618,733.00.

A standard construction contract will be executed. A summary of the bids is shown on Exhibit 1. It is anticipated the construction work will begin in February 2004 and will be completed in May 2004.

POLICY ANALYSIS

The construction contract was advertised and selected through the City's normal bidding process. This action is consistent with Ordinance 94798, passed and approved on October 25, 2001, which authorized applying for grant funds to supplement 1994-1999 Park Bond funds for the Lincoln Park Pool and Playground Rehabilitation Project. The Parks and Recreation Advisory Board and Historic Design and Review Commission have approved the project.

FISCAL IMPACT

A budget of \$714,254.00 was previously established for the Lincoln Park Pool and Playground Rehabilitation Project, which is funded from a UPARR grant (\$499,978.00), a TPWD grant (\$71,425.00) and 1994-1999 Park Bond Funds (\$142,851.00). The additional amount of \$103,129.00 will be appropriated from 1994-1999 Park Bond Funds for a total project budget of \$817,383.00, which is outlined below

Design Fees	\$74,531.00
Design Contingency	\$13,000.00
Construction Contract	\$631,553.00
Construction Contingency	\$96,799.00
Bid Advertising	\$1,500.00
Total:	<u>\$817,383.00</u>

The annual operating and maintenance cost associated with the pool is approximately \$40,000.00, which is funded in the current year's budget.

COORDINATION

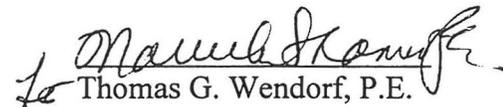
The project has been coordinated with the Public Works Department, Office of Management and Budget, Finance Department, Environmental Services Department, Historical Design and Review Commission and the Parks and Recreation Advisory Board.

SUPPLEMENTARY COMMENTS

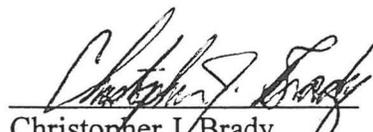
A Discretionary Contracts Disclosure Form is not required.



Malcolm Matthews,
Director of Parks and Recreation

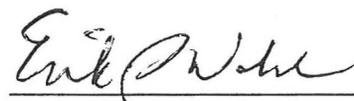


for Thomas G. Wendorf, P.E.
Director of Public Works



Christopher J. Brady,
Assistant City Manager

Approved:



for Terry M. Brechtel
City Manager

Exhibit I
Construction Bids
Lincoln Park Pool and Playground Rehabilitation

	<u>Bidder</u>	<u>Base Bid</u>	<u>Alt 1</u>	<u>Alt 2</u>	<u>Alt 3</u>	<u>Alt 4</u>	<u>Alt 5</u>	<u>Total</u>
1	Westfield Construction	\$ 618,733.00	\$ 16,855.00	\$ 28,556.00	\$ 36,243.00	\$ (4,035.00)	\$ 0.00	\$ 696,352.00
2	VW. Brooks, Inc.	\$ 623,000.00	\$ 11,500.00	\$ 28,750.00	\$ 11,500.00	\$ (8,000.00)	\$ 16,000.00	\$ 682,750.00
3	Accord General Cont.	\$ 679,000.00	\$ 17,300.00	\$ 17,500.00	\$ 13,200.00	\$ (17,000.00)	\$ 12,200.00	\$ 722,200.00
4	Amstar Inc.	\$ 724,864.00	\$ (4,000.00)	\$ 3,500.00	\$ 56,000.00	\$ (9,714.00)	\$ 75,136.00	\$ 845,786.00
5	Valemas, Inc.	\$ 751,000.00	\$ (18,900.00)	\$ 28,575.00	\$ 25,125.00	\$ (21,000.00)	\$ 13,145.00	\$ 777,945.00
6	Tom Page & Co., Inc.	\$ 870,000.00	\$ 35,000.00	\$ 28,000.00	\$ 48,000.00	\$ (7,000.00)	\$ 24,000.00	\$ 998,000.00

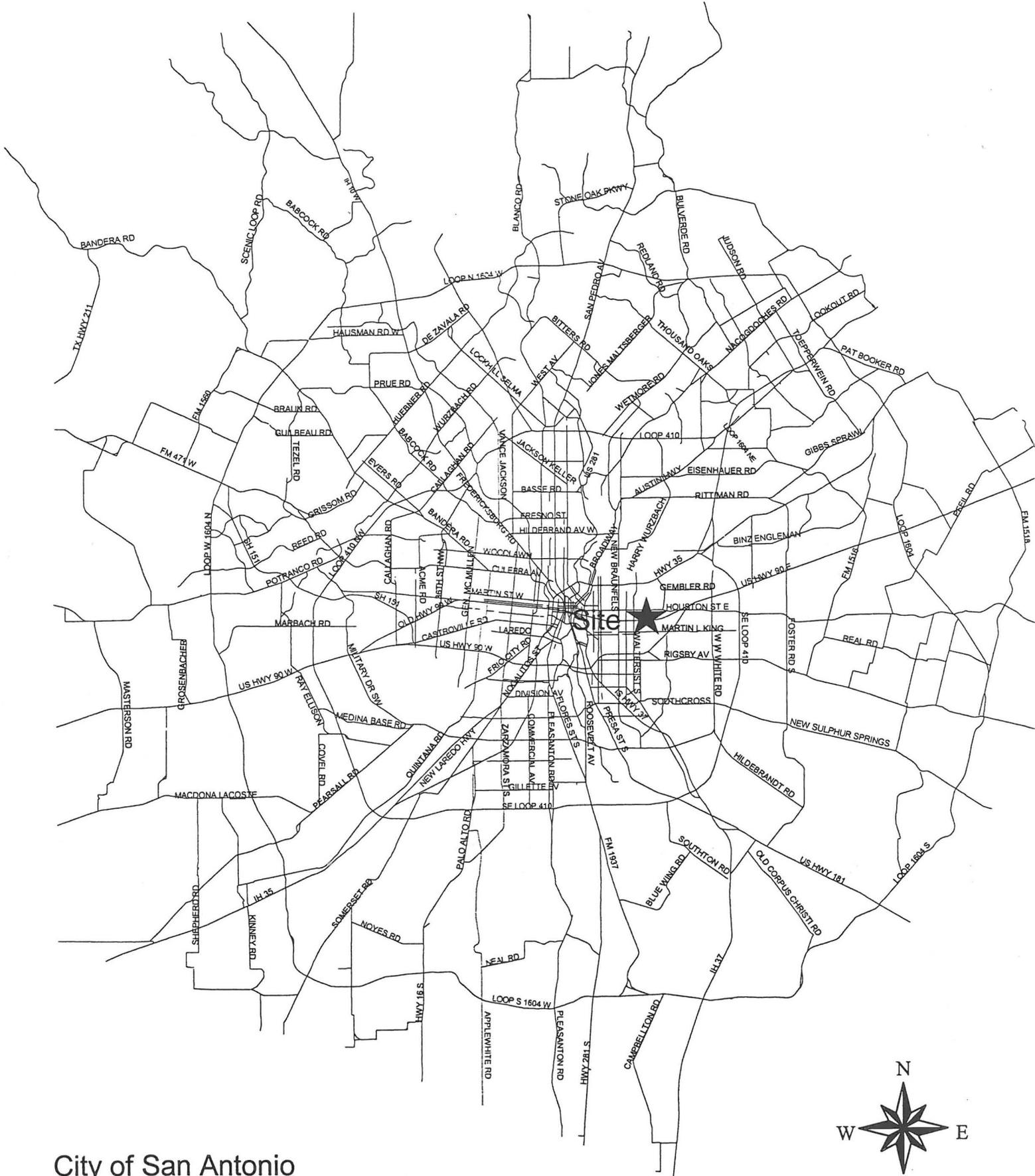
Attachment I

Lincoln Park Pool and Playground Rehabilitation Project
Fund 26-052039

<u>Index Code:</u>	<u>Description:</u>	<u>Current Budget:</u>	<u>Revisions:</u>	<u>Revised Budget:</u>
REVENUES:				
044750	UPARR grant	\$499,978.00	\$0.00	\$499,978.00
044800	TPWD grant	\$71,425.00	\$0.00	\$71,425.00
110163	1994 Park Bond - Proceeds	\$142,851.00	\$103,129.00	\$245,980.00
	Total:	\$714,254.00	\$103,129.00	\$817,383.00
EXPENDITURES:				
459735	Design Fees	\$74,531.00	\$0.00	\$74,531.00
459743	Design Contingency	\$17,133.00	(\$4,133.00)	\$13,000.00
459750	Construction Contract	\$517,575.00	\$113,978.00	\$631,553.00
459784	Construction Contingency	\$103,515.00	(\$6,716.00)	\$96,799.00
462093	Bid Advertising	\$1,500.00	\$0.00	\$1,500.00
	Total:	\$714,254.00	\$103,129.00	\$817,383.00

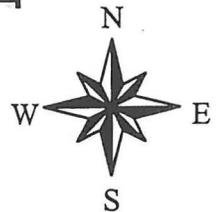
FUND ONLY INDEX NO. 000551
ACTIVITY NO. 26-01-01

Site Map Lincoln Park



City of San Antonio
Parks & Recreation Dept.

Site Map Lincoln Park





CITY OF SAN ANTONIO

DEPARTMENT OF PUBLIC WORKS WORK PROJECT AUTHORIZATION

LINCOLN PARK POOL & PLAYGROUND REHABILITATION

March 9, 2004

TO: Westfield Construction, L.P.
207 E. Hildebrand
San Antonio, Texas 78212

2004 MAR 15 PM 2:12

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

I. You are hereby notified that you are to begin work on the project as described herein within seven (7) days from the date of this letter in accordance with Section 20, "Time to Begin and Complete Work", of your contract with the City of San Antonio dated February 20, 2004 in the amount of \$631,553.00.

ii. Please notify Scott Stover, Park Project Manager of the date on which you plan to commence work.

iii. Your attention is called to the fact that you have a period of One Hundred Twenty (120) Calendar Days within which to complete this project as specified in the aforementioned Section of your contract.

IV. Your contract, properly executed by officials of the City of San Antonio, is attached for your files.

Sincerely,


L. O. Cervantes, P.E.
DIRECTOR OF PUBLIC WORKS

cc: Contract file
City Clerk
Controller
Parks & Recreation
Engineer/Architect
EDD, SBEDA
Wage & Hour Office
Plans & Records

Ord.#98802 Date: February 12, 2004
Fund & Project No. 45-480016

**CONSTRUCTION CONTRACT
(General Form)**

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

CONTRACT FOR

LINCOLN PARK POOL & PLAYGROUND REHABILITATION

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 "City", and

**Westfield Construction, L.P.
207 E. Hildebrand
San Antonio, Texas 78212**

hereinafter termed "Contractor", said agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Contractor,

WITNESSETH: That the parties hereto, each in consideration of the agreements on the part of the other herein made and referred to, have covenanted mutually, and hereby mutually covenant, the City for itself and its successors, and the Contractor for itself or himself or themselves and his or their heirs, executors and administrators or successors, as follows, to-wit:

A. DEFINITIONS & SCOPE OF CONTRACT

1. **CITY AND OFFICIALS.** Whenever in this contract is found the term "City", "City Council", "City Manager", "Director of Public Works", "Director of Finance", "City Clerk" or other designation of any City institution, officer, employee or title, or a pronoun in its, his or their place, the same shall, unless indicated otherwise, be understood to mean the City of San Antonio or its successors, or the governing body, or the person or persons now or hereafter holding or exercising the duties of such designated official position, office, employment or title, in said City, or any person or persons acting lawfully in the corresponding official capacity on behalf of said City at such time and within the powers and authority held by him or them;

2. **CONTRACTOR.** Whenever the term "Contractor" or a pronoun in its place is used herein, it shall be taken to include any person, association or persons, firm or corporation, notwithstanding such pronoun may be used in the masculine gender or singular number, and said term or pronoun shall include in their respective capacities, the President, Manager, or other officer or agent for the time being, representing or locally managing the work of any corporation contracting herein.

3. **INCLUDED INSTRUMENTS.** The notice to Contractors, specifications including any Special and General Conditions, plans, instructions to bidders, advertisement for bids, the bid proposal, and the construction bond, payment bond, and other bonds, if any, made by the Contractor, the Charter, Ordinances and Resolutions of the City, all in so far as prepared for or relating to said work herein undertaken are hereby made a part of this agreement and are included in this contract as if rewritten or copied in full herein, and shall be deemed "included instruments" when that term is used. This document and the included instruments taken together constitute the contract between the parties and may be referred to herein as the "Contract".

4. **CONTRACT INTERPRETATION.** In case of conflict or inconsistency between this document and the specifications or other included instruments, this contract shall control, but insofar as such provisions can stand together they shall all be regarded as cumulative.

5. **SCOPE OF CONTRACT AND SPECIAL PROVISIONS FOR SUPERVISION OF WORK.** It is contemplated that this contract shall be used as a general form of construction contract for public works projects and for some of said work independent consulting Architects or Engineers may be engaged, their identity and capacity shall be designated herein; however, Contractor understands that City may remove such consultant as provided in the terms of its contract relationship with the latter, and the Director of Public Works shall, in such event, be vested with all powers

formerly exercised by such consultant, provided written notice of such substitution shall be immediately served on the Contractor in writing. Nothing herein shall authorize independent agreements between Contractor and such Engineer or Architect, nor shall the latter be deemed to bear a legal relationship to either Contractor or City other than as evidenced by the City's contract with such consultant.

6. **DEFAULT AND VIOLATIONS OF CONTRACT.** If Contractor shall fail or refuse to take such measures as the Director of Public Works may determine to be necessary to insure the completion of the work within the time allowed therefor, or if the work to be done under this contract shall be abandoned by Contractor, or if this contract, or any right or interest therein shall be assigned or sub-let by Contractor otherwise than is herein specified, or if at any time said Director of Public Works shall certify in writing that Contractor is willfully violating or refusing to observe any of the conditions, provisions or stipulations of this contract or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work is not fully completed within the time allowed for its completion, then, in any such event, the City Manager shall be authorized at his election to order Contractor to discontinue all work under this contract by written notice given as herein provided; and Contractor and his employees shall thereupon discontinue all work upon said premises; and the City shall, upon such notice having been given, be authorized fully to enter upon said premises, through any designated officer, agent or contractor, and to take full possession of said work, and to order or contract for the completion of said work in any manner it may deem proper; and said City shall thereupon have a right to take full possession of, and to use for the purposes of said work, all materials, tools, implements or machinery previously provided by the Contractor for the performance of the work and located at the project site. All costs and expenses requisite to the completion of the work by the City whether accomplished by contract or otherwise, and including reasonable costs of supervision, together with damages for delay as herein specified, shall be charged to and paid by the Contractor. If the cost of such completion by the City shall be less than the amount agreed to be paid to the Contractor hereunder, the Contractor shall forfeit by virtue of his default the right to any difference unless otherwise specified by the City Manager; if, however, the cost of such completion shall exceed the amount herein agreed to be paid to the Contractor, then the Contractor or his bondsman shall pay to the City the amount of such additional costs and expenses to be fixed and determined as herein provided.

7. **COMMUNICATIONS BETWEEN CONTRACTOR AND CITY.** The Contractor agrees that the following address in the City of San Antonio, Texas, shall be used for the transmission to him of any notices or correspondence in connection with the performance of this contract:

207 E. Hildebrand San Antonio, Texas 78212

The above address may be changed only by filing written notice to that effect with the Director of Public Works. All communications, notices and other correspondence forwarded to the above address shall be presumed conclusively to have been delivered by regular course of mail to the Contractor.

8. **PREVAILING WAGE RATE AND GENERAL LABOR CONDITIONS.** The Provisions of Chapter 2258, Texas Government Code, are expressly made a part of this contract. In accordance therewith, a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform this contract is included with the Special Conditions and made a part hereof. The Contractor shall forfeit as a penalty to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the contractor or any sub-contractor under him. The establishment of prevailing wage rates pursuant to Chapter 2258, Texas Government Code shall not be construed to relieve the Contractor from his obligation under any Federal or State Law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed hereunder. The Contractor, in the execution of this project, agrees that he shall not discriminate in his employment practices against any person because of race, color, creed, sex or origin. The Contractor agrees that 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, Contractor agrees that he/she will abide by all applicable terms and provisions of the Nondiscrimination Clause and the Small and/or Minority Business Advocacy Clause as contained in the City of San Antonio's current Affirmative Action Plan on file in the City Clerk's Office.

9. **ASSIGNMENTS AND SUBLETTING.** Contractor shall not assign, transfer, convey, sub-let or otherwise dispose of this contract, or any portion thereof, or any right, title or interest in, to or under the same, without previous consent in writing of the City, to be endorsed hereon or hereto attached; and Contractor shall not assign by power of attorney or otherwise any of the monies or other considerations to become due and payable by the City under this contract; unless by and with the consent signified in like manner. And in any event whatsoever, whether by such consent, by operation or law or otherwise, any and all such assignments, transfers or sub-letting, and the entire subject matter thereof, shall be and remain subject to all rights of the City herein or otherwise provided, and no waiver of this stipulation can be invoked against the City. In no event shall the City be liable in excess of the consideration of this contract in the case of any such assignment, transfer, conveyance or sub-letting of the work or performance which is the subject hereof. The City reserves the right to withhold any monthly payment hereafter provided for in the event of an assignment or sub-letting of a portion of the work without the consent and knowledge of the City and by reserving such right, the City shall not be deemed to have waived its right to declare a full breach of this contract for Contractor's failure to comply with provisions hereof, such remedy being alternative only and exercisable at the option of the City.

B. SCOPE OF WORK

1. **DESCRIPTION AND LOCATION.** The site of the work herein contemplated is located and described generally as follows:

LINCOLN PARK POOL & PLAYGROUND REHABILITATION

and this contract is performable exclusively in Bexar County, Texas.

2. **GENERAL UNDERSTANDING.** Contractor at his own cost and expense shall furnish all supervision, tools, implements, machinery, labor, materials and accessories, such as are necessary and proper for the purpose, and pay all permit and license fees, and shall at his own cost and expense construct, build and complete, in a good, first class, substantial and workmanlike manner, the structures, work and improvements herein described or referred to in and upon a certain parcel or parcels of land hereinafter described or referred to, all according to this contract and the included instruments, prepared by

Mogas + Gonzalez Associated Architects

and now on file in the office of the Engineering Division of the Public Works Department; and according to field interpretations to be furnished Contractor by the City upon request. If figures or quantities of materials, supplies or other items needed for this project are furnished in the plans and specifications, same shall be understood to be estimates only and the Contractor shall be responsible for any discrepancies between such estimates and the quantities required.

3. **WORK UNDERSTOOD BY CONTRACTOR.** Contractor declares that prior to the submission of his bid proposal on this contract he has thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the "included instruments" as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location. Contractor hereby accepts such "included instruments" as satisfactory in all respects to accomplish the proper performance of the work at the project site and accordingly assumes the risk of any delays or additional costs which might arise from errors or miscalculations in such "included instruments" or from erroneous assumptions upon which same may have been predicated as to the physical conditions at the work site including, but not by way of limitation, latent defects or conditions of the subsoil.

4. **IMPLIED WORK.** Any work or materials that may have been omitted in the description of said project, but the use of which is implied or necessary to the project's completion, shall be deemed to be included in this contract and shall be furnished by the Contractor as if the same had been stated specifically, without any additional charge to the City.

5. **INCIDENTAL WORK, CONNECTIONS AND PASSAGEWAYS.** The Contractor shall do and perform all implied or incidental work necessary to completion of this contract including, but not by way of limitation, the following:

- a) make and provide all suitable connections with existing improvements as are necessarily implied herein for proper completion of the project;
- b) provide passageways or leave open such thoroughfares in the work area as may be required by the City;
- c) protect and guard same at his own risk as more specifically detailed in Paragraph E-1 hereof;
- d) continuously maintain the work area in a clean and workman-like manner; and
- e) prior to final acceptance of the work, restore the site to its prior condition to the extent permitted by the improvement.

All of said incidental work to be done to the satisfaction of the City at Contractor's own cost and expense.

6. **WORK AND MATERIALS.** All materials used by the Contractor shall conform to the specifications. However, if the specifications are silent, only the best quality materials shall be used, and in the event of dispute as to the

relative quality of materials, the selection of the Director of Public Works shall be final. All of said work shall be executed in a good, thorough and workman-like manner, to the satisfaction of the Director of Public Works, who, together with all assistants and inspectors under his direction, or in the employ of the City for the purpose of said work, shall at all times have free access to the project site, stores and materials, and shall be privileged to take such samples of all materials and to cause tests of materials or of any part of the work to be made except as otherwise provided in the specifications. Contractor shall render all assistance required of him by the Director of Public Works or his aforementioned assistants or inspectors in connection with any such tests, and if any part of the work or the materials used shall be found unsuitable or improper, either wholly or in part, Contractor shall correct or remove such defective work or materials from the project site. In connection with the visual inspection or materials testing contemplated herein, it is clearly understood that the City exercises no right to control the means of accomplishing the end product of the work and no approval of any phase of the construction project by any of the City's agents or inspectors shall relieve the Contractor from full compliance with the specifications regarding the ultimate work product and any additional cost or delay occasioned by defects in the work or failure to meet specifications at any such phase shall be borne by the Contractor.

7. **CONTRACTOR'S RISK.** Contractor shall be responsible for the complete performance of and compliance with this contract, and for all materials on the ground or elsewhere, and for all the work performed under this contract, and shall protect the same from all loss or damage from any cause whatsoever until final completion and acceptance; and shall deliver said structures, work and improvements to the City in a completed and perfect condition in accordance with this contract.

C. **BEGINNING AND COMPLETION OF WORK, DAMAGES FOR DELAY**

1. **TIME TO BEGIN WORK.** The work embraced in this contract shall be begun by contractor within seven (7) days after City shall notify Contractor in writing to begin, and if such work be actually begun by Contractor before such notice, then the period of time herein allowed for the completion of the work shall begin to run from such date when work is actually commenced.

2. **COMPLETION OF WORK.**

a. **Calendar Day Contract** -- After beginning work as outlined in Paragraph C-1 above, the Contractor shall prosecute same continuously and diligently for and during the period of **120 Calendar Days**, during which period of time Contractor binds and obligates himself at all times to employ sufficient force and diligence to complete said structures, work and improvements, and to deliver same over to the City in a completed, undamaged, and clean condition; and the time of beginning, rate of progress and time of completion of said work are hereby declared and understood to be of the essence of this contract; provided, however, said Director of Public Works may suspend said work wholly or in part by his written order whenever in his opinion the interests of the City require the suspension of such work, such orders not to continue in effect longer than one week at any one time. The City may, at its discretion, establish phases of the project or areas of the work to be performed and in such order or sequence as the City shall deem best in the public interest.

Should the work be delayed necessarily by any damage that may happen thereto by any unusual, unavoidable accident, or by the condition of the weather, or by action of the elements, or by any general strike of employees, or by shortage of materials, or by suspension of the work, or by any injunction or other court action or by any delay which may exist for the City to procure any title to lands or any right or interest therein needed for the purposes of said work, Contractor shall have no claim for damages on account of such delay, but working days will not be charged during the period of any such delays.

b. **Date Certain Contract** -- After beginning work as outlined in Paragraph C-1 above, the Contractor shall complete the work _____ during which period of time Contractor binds and obligates himself at all times to employ sufficient force and diligence to complete said structures, work and improvements, and to deliver same over to the City in a completed, undamaged and clean condition; and the time of beginning, rate of progress and time of completion of said work are hereby declared and understood to be of the essence of this contract; provided, however, said Director of Public Works may suspend said work wholly or in part by his written order whenever in his opinion the interests of the City require the suspension of such work, such orders not to continue in effect longer than one week at any one time. The City may, at its discretion, establish phases of the project or areas of the work to be performed and in such order or sequence as the City shall deem best in the public interest. No additional time for completion will be allowed unless granted in writing by the Director of Public Works.

3. **DAMAGES FOR DELAY.** If Contractor shall fail to complete the work within the time herein specified or otherwise allowed therefor, he shall be liable for the wages of any inspector or inspectors employed by the City on said work at the rate of one hundred dollars (\$100.00) per day per inspector from the end of said time allowed for the completion of the work, until actual completion thereof; and in addition to said wages of inspectors, the following sums per day for the period of such delay shall be paid or allowed by Contractor to City or be deducted by the City on final estimate and settlement, not as a penalty, but as liquidated damages due to City for expense, loss and public inconvenience resulting from failure to complete said work within the time allowed, such time of completion being an essential element and consideration, as a result of such delay:

<u>For Amount of Contract</u>	<u>Amount of Liquidated Damages per Day</u>
\$1,000,001 or over	\$700.00
\$ 750,001 to \$1,000,000	\$600.00
\$ 500,001 to \$ 750,000	\$500.00
\$ 250,001 to \$ 500,000	\$400.00
\$ 100,001 to \$ 250,000	\$300.00
\$ 50,001 to \$ 100,000	\$200.00
\$ 0 to \$ 50,000	\$100.00

The amount of all such damage shall be fixed and determined by the written certificate of Director of Public Works, whose judgment shall be final disposition thereof.

4. **COMPLETION.** Completion of the project will be considered only after all stipulations, requirements and provisions of this contract are faithfully completed and the project is delivered to the City for use. In the event that only minor items remain for completion, the Director of Public Works may issue a conditional approval in accordance with Paragraph D-2, listing the exceptions; however, the completion date will not be effective until all items noted as exceptions in the Conditional Approval have been corrected.

5. **NO WAIVER OF CITY'S RIGHTS.** Neither the inspection nor approval by said Director of Public Works or any inspector, officer or employee of the City, nor any order, measurement or certificate by said Director of Public Works, nor any estimate or payment by the City for any part of said work, or material or method or equipment, nor any extension of time, nor any possession of the work or place taken by the City, or any officer or employee thereof at any time before final acceptance, shall operate as a waiver of any provision or obligation of this contract or of any right or power herein given or reserved to said City, or of any right to claim any indemnity or damages herein provided for; nor shall any waiver of any breach of this contract be deemed as a waiver of any other or subsequent breach; and every right or remedy under this contract or included instruments shall be cumulative, and in addition to all other rights and remedies.

6. **OCCUPANCY.** The City, at the discretion of the Director of Public Works, shall have the right to take possession of and use any completed portion or partially completed portion of the structure or work, provided, in the opinion of the Director of Public Works, such possession or use does not materially affect the Contractor's ability to proceed with his work on the project. No additional time will be granted the Contractor for occupancy or possession and use of any partially completed or completed work, and such possession or use shall not constitute acceptance of the work.

D. PAYMENT

1. **PRICES AND CONSIDERATIONS.** In consideration of the faithful performance of this contract and the construction, completion, and delivery of said structures, work and improvements, the City of San Antonio agrees and shall be and is hereby bound and obligated to pay at the office of the Director of Finance of the City of San Antonio, in Bexar County, Texas, to the Contractor as hereinafter provided out of its fund ____.

the following sum or amount or amounts, or prices, to-wit:

MATERIAL:	_____	DOLLARS (\$
SERVICES :	_____	DOLLARS (\$
TOTAL :	SIX HUNDRED THIRTY ONE THOUSAND, FIVE HUNDRED FIFTY THREE	AND
	00/100	DOLLARS \$631,553.00

the same being the amount or amounts or prices for said work named in the proposal of Contractor, attached hereto as an included instrument.

2. **MONTHLY ESTIMATES.** During the early part of each month as the work progresses said Director of Public Works shall make an estimate of the materials brought into the work and the labor performed during the preceding month, as well as the number of working days used during such month, and the City shall thereupon, about the middle of each month, make payments to Contractor of monthly installments based upon such estimate in a sum equivalent to ninety percent (90%) of each such monthly estimate. At the time the last monthly estimate is paid, a letter of conditional approval will be furnished the Contractor. The remaining ten percent (10%) of the estimated value shall be held by the City until the final settlement hereinafter provided for. However, where the contract price exceeds four hundred thousand dollars, installments shall be paid to Contractor at the rate of ninety-five (95%) percent of each monthly estimate, and the retainage held until final acceptance shall be five (5%) percent. The payments of such installments shall be held to be payments on account of the contract sum, and the certificates or estimates of the Director of Public Works upon which such monthly payments are based shall be held to have been given only for the purposes of fixing the sums to be so paid in compliance

with Paragraph D-5 hereof and shall not in any way be deemed to have been an acceptance of any part of the work, or to prejudice said City in the final settlement of account or in requiring the completion of the work as herein provided.

3. **FINAL ESTIMATE.** Contractor shall not be entitled to receive payment of any sum in excess of the amounts paid upon such monthly estimates as outlined above for at least thirty (30) days after transmittal of the letter of conditional approval and not before all the stipulations, requirements and provisions of this contract are faithfully performed and complied with, and unless and until said structures, work and improvements shall be entirely completed, and delivered to and accepted by the City in accordance with this contract; and such completion, delivery and acceptance is evidenced by the final certificate of the Director of Public Works and such certificate of acceptance is approved by the City Manager. Simultaneous with the transmittal of the final certificate of completion, delivery and acceptance, the Director of Public Works shall prepare his final estimate as the basis for final settlement upon this contract, whereupon the same having been first approved by the signature of the City Manager and Director of Finance, City shall pay to Contractor the amount of such final estimate, taking into account all amounts previously retained and deducted from such monthly estimates and remaining payable to Contractor, but deducting from the amount of such final estimate and retaining any and all sums which are to be deducted by the City or paid or allowed by the Contractor to City, or claimed for labor or materials furnished by any person, firm or corporation, or which are to be retained and held by City for any reason.

4. **CLAIMS FOR LABOR OR MATERIALS.** Contractor hereby agrees to promptly pay all persons supplying labor, services and materials in the prosecution of the work provided for in this contract and any and all duly authorized modifications of said contract that may hereafter be made, and shall and will fully indemnify and hold harmless the City against any and all claims, liens, suits or actions asserted by any person, persons, firm or corporation on account of labor, materials or services furnished such Contractor during the prosecution of the work herein undertaken and Contractor shall execute a bond for this purpose as hereinafter set out. Before the City shall be obliged to pay any amount to Contractor on final settlement, Contractor shall furnish to the satisfaction of the Director of Finance, evidence that all labor employed and all materials used in the construction of the work have been fully paid for by Contractor.

5. **DIRECTOR OF PUBLIC WORKS TO FINALLY DETERMINE ALL AMOUNTS PAYABLE OR CHARGEABLE.** It is specially understood and agreed that subject only to the prices, terms and provisions specifically set forth in this contract and included instruments, the written estimates and certificates of the Director of Public Works shall be final in fixing and determining amounts payable or chargeable hereunder to Contractor by City as required by the other terms and conditions hereof, also in case of controversy, in fixing and determining all unliquidated sums to be deducted and retained by City for any purpose whatever out of any funds estimated as payable to Contractor by City.

6. **ALTERATIONS AND EXTRA WORK.** Said Director of Public Works may, by his written order, approved by the signature of the City Manager, make deletions, alterations, modifications or additions in the specifications and plans for the work for the purpose of perfecting the work herein undertaken or the ramifications thereof, and the Contractor shall execute the work as so changed, provided the entire cost of such extra work as results from such changes, including the cost of extra work resulting from any prior alterations modifications, or additions so ordered, shall not exceed twenty-five percent (25%) of the original amount of the contract, as set out in paragraph D-1 hereof; and provided further that the price is agreed upon in writing before the work is done or materials furnished and that such agreement is signed by the Contractor and by the Director of Public Works and the City Manager, it being further agreed and understood that if no such agreement as to price can be reached after discussions, that payment by the City shall be upon the basis of cost of labor and materials plus ten percent (10%). The cost of such extra work shall be added to the estimates payable to the Contractor by the City, all of which shall be effected under the terms and provisions of this contract. The Director of Public Works may order the Contractor to omit any part or parts of the work remaining to be done and the City shall not be bound to pay for extra work so ordered to be omitted. No additional working time will be granted for alterations and/or extra work unless specified in said written order approving work.

E. INDEMNIFICATION

1. **CARE TO AVOID ACCIDENTS OR INJURY TO PERSON OR PROPERTY.** During the performance of the work within the contemplation of this contract and until final completion and acceptance thereof, Contractor shall exercise the utmost care to avoid accident or injury to persons or property. He shall place and maintain all necessary barriers and safeguards, including watchmen, if necessary, about the work site for the prevention of accidents and at night shall maintain adequate lights and other warning devices, and generally shall take all precautions requisite to the protection of the general public and properties adjacent to the work site. Contractor shall and will indemnify and save harmless the City from and against any and all actions and claims, and against all costs, damages and expenses to which the City may be put by reason of any injury or alleged injury to person or property, resulting or alleged to result from or to be occasioned by the acts or omissions of the Contractor, whether negligent or otherwise, in the performance, conduct or maintenance of the work, or in guarding same, or from any improper methods, tools, implements or materials employed therein, or on account of any such acts or omissions of Contractor's agents, servants, employees, assignees or sub-contractors (including the agents, servants and employees of such sub-contractor); and Contractor or his insurer shall well and truly make payment of any and all sums recovered against the City in any suit or suits on account of such alleged injury or damage, to which the City may be made a party, together with all costs, damages and expenses borne by the City in connection with such suits, all in a manner as to save the City harmless from any expense connected with such actions and claims. The City is further authorized, upon the order of the Director of Public Works, to deduct or retain from any estimate or estimates or amounts retained hereunder, such sum as may be claimed for any injury or damage described above unless and until Contractor shall give a further and special bond or deposit adequate to cover such contingent liability as determined by the Director of Public Works or otherwise present evidence of full indemnification to the City in connection with such claims or actions.

2. **INTELLECTUAL PROPERTY RIGHTS, ETC.** Contractor agrees that he will at all times pay all fees, royalties or license charges on all patented, registered or copyrighted machines, materials, methods or processes used in the construction of said work and supplied as a part of the finished work, or appurtenant thereof; and that he will ever hold the City free and harmless from any and all claims on account of the use of any intellectual property.

F. INSURANCE

1. The following types of insurance shall be furnished for the duration of the project, and two copies of Certificates of Insurance showing compliance with the provisions of this paragraph shall be furnished to the Department of Public Works prior to or at the time this contract is executed by the Contractor and before a Work Order is issued.

a. General Insurance, Commercial General (Public) Liability, Builder's Risk and Business Automobile, Builder's Risk Insurance Coverage shall be carried as specified in the Included Documents.

b. Worker's Compensation Insurance Coverage -- Statutory, \$500,000.00 each occurrence.

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall 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 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:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

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

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The City shall be named as an additional insured in all coverage described above in paragraph a, above.

In the submission of the Certificates of Insurance, the insurance company in every case must agree to providing notice of cancellation of any insurance to the City ten (10) days prior to such cancellation of policies covered by the certificates.

G. **BONDS**

1. **PERFORMANCE BOND.** Contractor hereby agrees to execute with sureties and deliver to the City, at once, a "Performance Bond" in accordance with Chapter 252, Texas Local Government Code, in the total amount of the contract price, \$631,553.00, approved by the City as to form and sufficiency, conditioned that Contractor shall faithfully perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of the contract, said Performance Bond to be attached hereto as an included instrument.

2. **PAYMENT BOND.** Contractor hereby agrees to execute with sureties and to delivery to the City, at once, a "Payment Bond" in accordance with Chapter 252, Texas Local Government Code, in an amount at least equal to the contract price, such as shall be satisfactory to the City as to form and sufficiency, as security for the payment of all persons supplying labor and material in the prosecution of the work provided for in this contract; said Payment Bond to be attached hereto as an included instrument.

3. **CONTRACTOR AND SURETIES STILL BOUND.** No assignment, transfer or subletting, whether with or without the consent of said City, and no order of said City for or approval or any alterations or modifications in said specifications, plans, or work, and no change in the requirements or order for extra work made by the City as provided in this contract, shall ever in any manner release or diminish the responsibility of Contractor or any surety on any bond of Contractor, but on the contrary, such responsibility shall extend to and comprehend all such changes and other matters.

H. **COMPLIANCE WITH FEDERAL REGULATIONS**

1. The Contractor is responsible for compliance with all Federal regulations included in the City of San Antonio Compliance Manual, as may occasionally be amended. The Compliance Manual is incorporated and made part of this contract.

I. INTEREST IN CITY CONTRACT PROHIBITED

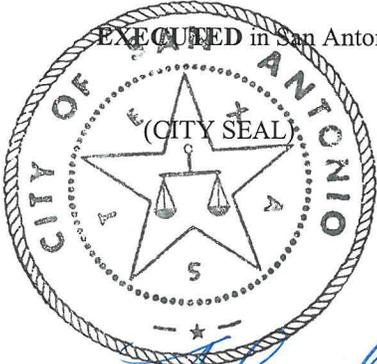
1. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service, except on behalf of the City as an officer or employee. Contractor acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the City and/or City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of Land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity; a business entity in which any individual or entity above-listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

J. GENERAL PROVISIONS

1. **MERGER.** This document and included instruments is the entire contract and recites the full consideration between the parties, there being no other written or parol agreement; it being understood that the Charter of the City of San Antonio requires all of its contracts to be written and made by ordinance.
2. **CHOICE OF LAWS, VENUE.** This Contract shall be construed under the laws of the State of Texas.
3. **CONSTRUCTION OF TERMS.** The headings preceding the text of the paragraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Contract, nor shall they affect its meaning, construction or effect. The use herein of the singular number shall be deemed to include the plural and vice versa, and the use hereof of the masculine shall be deemed to mean the feminine or neuter and vice versa, wherever the sense of this contract so requires.
4. **SEVERABILITY.** If any term or provisions of this contract, or the application thereof, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, 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 **E.T. O'Dell** thereunto duly authorized **Vice-President WDJT, Inc.** does now sign, execute and deliver this instrument.

EXECUTED in San Antonio, Texas on 27th day of February, A.D. 2004.



ATTEST: *Juanita L. Ledon*
City Clerk
(CORPORATE SEAL)

CITY OF SAN ANTONIO

BY: *Melissa Bynum*
City Manager

WESTFIELD CONSTRUCTION, L.P.

ATTEST: _____
Secretary

BY: *E.T. O'Dell*
E.T. O'DELL, VICE-PRESIDENT, WDJT, INC.

PERFORMANCE BOND

Bond NO. S-9011187

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

Know all men by these presents:

1. That we **Awestfield Construction, L.P., a Partnership Composed of E.T. O'Dell, Ward Dow, Joe Gannon and WDJT, Inc., acting by and through E.T. O'Dell, Vice-President, WDJT, Inc.**

as Principal, and **Washington International Insurance Company**

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of **\$631,553.00** for 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, excutors, administrators, assigns, and successors, jointly and severally:

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

WESTFIELD CONSTRUCTION, L.P.

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

LINCOLN PARK POOL AND PLAYGROUND REHABILITATION

and for the performance and observance of diverse 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

9th day of JANUARY A.D. 20 04

5. The foregoing bond is approved and accepted

this 27th day of February
20 04
Melissa Spivey By
City Manager DWY

WESTFIELD CONSTRUCTION, L.P.
E.T. O'Dell
E.T. O'DELL, VICE-PRESIDENT, WDJT, INC.

Washington International Insurance Company
Surety
By Pat J. Moore
Pat J. Moore, Attorney-in-Fact
P.O. Box 692130, San Antonio, TX 78269-2130
Address of Surety for Service Purposes

(SEAL)

PAYMENT BOND

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

Bond NO. S-9011187

Know all men by these presents:

1. That we **Westfield Construction, L.P., a Partnership Composed of E.T. O'Dell, Ward Dow, Joe Gannon and WDJT, Inc., acting by and through E.T. O'Dell, Vice President, WDJT, Inc.**

as Principal, and **Washington International Insurance Company**

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of **\$631,553.00** for 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

WESTFIELD CONSTRUCTION, L.P.

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

LINCOLN PARK POOL & PLAYGROUND REHABILITATION

and for the performance and observance of diverse 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 the seal of any incorporated surety hereon this 9th day of January A.D. 2004.

6. The foregoing bond is approved and accepted this 27th day of February, 2004.
Mohamud G. [Signature]
City Manager DWY

(SEAL)

WESTFIELD CONSTRUCTION, L.P.

By E.T. O'Dell
E.T. O'DELL, VICE-PRESIDENT, WDJT, INC.

Washington International Insurance Company
Surety

By

[Signature]
Pat J. Moore, Attorney-in-Fact

P.O. Box 692130, San Antonio, TX 78269-2130
Address of Surety for Service Purposes

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

PAT J. MOORE, PAUL FRIDDLE, GARY W. WHEATLEY,

BRYAN K. MOORE and MICHAEL WIBRACHT

jointly or severally

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Paul D. Amstutz, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



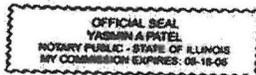
By Steven P. Anderson, Executive Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 15 day of September, 20 03.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 15 day of September, 20 03, before me, a Notary Public personally appeared Paul D. Amstutz, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and Steven P. Anderson, Executive Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of January, 20 04

James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
ENDORSEMENT**

Coverage for acts of terrorism as defined in § 102(1) of the Terrorism Risk Insurance Act of 2002 ("the Act") is already included in this surety bond. You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0.

As your insurance/surety company we are sending you this notice to comply with the Terrorism Risk Insurance Act of 2002.

For questions regarding this notice please visit our website www.nassurety.com or you may call our office at 630- 227- 4825.

PRODUCER
Hotchkiss Insurance Agency (SA)
512 E. Blanco, Suite 102
Boerne TX 78006
Phone: 830-815-1030 Fax: 830-815-1034

INSURED
Westfield Construction L.P.
207 E Hildebrand
San Antonio TX 78212

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Illinois National Insurance Co	
INSURER B: Alea London, LTD	
INSURER C: Centennial Insurance Company	
INSURER D:	
INSURER E:	

RECEIVED

JAN 12 2004

CITY OF SAN ANTONIO
PUBLIC WORKS, CAPITAL PROGRAMS

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CGL750031	11/15/03	11/15/04	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	ACV900076	11/15/03	11/15/04	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS/UMBRELLA LIABILITY	EMU0300204	11/15/03	11/15/04	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$ / / /
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
C	Builders Risk	259019989	11/15/03	11/15/04	Per Loc	1,000,000
	Special Form	DEDUCTIBLE \$1,000			Per Occ	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Lincoln Park Pool & Playground Rehab Value: \$631,553. Certificate Holder is named as Additional Insured regarding General Liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of San Antonio Public Works Dept. Elena Castillo P. O. Box 839966 San Antonio TX 78283-3966 CITYOSA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Douglas S. Arthurs</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LH
WESTF-4

DATE (MM/DD/YYYY)
01/05/04

PRODUCER
Hotchkiss Insurance Agency (SA)
512 E. Blanco, Suite 102
Boerne TX 78006
Phone: 830-815-1030 Fax: 830-815-1034

INSURED
Westfield Construction L.P. CITY OF SAN ANTONIO
207 E Hildebrand
San Antonio TX 78212
PUBLIC WORKS, CAPITAL PROGRAMS

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

INSURERS AFFORDING COVERAGE

INSURER A: Illinois National Insurance Co
INSURER B: Alea London, LTD
INSURER C: Centennial Insurance Company
INSURER D:
INSURER E:

NAIC #

RECEIVED

FEB 20 2004

RECEIVED

COVERAGES

IAN 12 2004

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

CITY OF SAN ANTONIO
PUBLIC WORKS, CAPITAL PROGRAMS

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CGL750031	11/15/03	11/15/04	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ACV900076	11/15/03	11/15/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	EMU0300204	11/15/03	11/15/04	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$ / / /
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Builders Risk Special Form	259019989 DEDUCTIBLE \$1,000	11/15/03	11/15/04	Per Loc 1,000,000 Per Occ 5,000,000

RISK MANAGEMENT
LESLEY SMITH
FEB 18 2004
APPROVED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Lincoln Park Pool & Playground Rehab Value: \$631,553. Certificate Holder is named as Additional Insured regarding General Liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
CITYOSA City of San Antonio Public Works Dept. Elena Castillo P. O. Box 839966 San Antonio TX 78283-3966	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Douglas B. Adkins</i>

IMPORTANT

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CITY OF SAN ANTONIO
 DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION
 FIELD ALTERATION REQUEST

RECEIVED
 CITY OF SAN ANTONIO
 CITY CLERK

Date June 1, 2004

Field Alteration No. 2 PH 2:42

Project Name (as shown on the Work Project Authorization):

Lincoln Park Pool & Playground Rehabilitation

The revision or amendment described below in the work originally or previously specified is hereby requested; including all changes in costs. (Describe work to be added or deleted. Attach revised plan sheet affected or drawings as required:

See Page 2 of 3

Justification for proposed alteration (description in detail as to why this work is to be added or deleted - use attachments if necessary):

See Page 3 of 3

Resulting change in contract cost by this Field Alteration: \$ 14,100.00 Increase (attach summary) Decrease

Resulting in an: Increase -19- Working Calendar Days. (To be negotiated by the Contractor and the City.)

Requested by:

Westfield Construction L.P.

Contractor (type in full name)

Carlos Mendez, Project Coordinator
 City, Consulting Engineer/Architect, Other
 (Please specify)

By: E.T. O'Brien 6/2/04
 (Signature of authorized representative & Date)

Title: V.P. WDJT, Inc.

RECOMMENDED:

Mogas+Gonzales Associated Architects
 Consultant (Project Engr./Arch. Only) 6/2/04 Date

Rodney Dziuk
 Parks Design Superintendent 6/3/04 Date

Director of Parks and Recreation 6-7-04 Date

APPROVED

City Manager _____ Date _____

FOR CITY USE ONLY:

Professional Services Fees for this Field Alteration are: <input type="checkbox"/> eligible <input type="checkbox"/> ineligible	
Original Contract Amt.	\$ <u>631,553.00</u>
Previous Approved FA's.	\$ <u>67,799.00</u>
This Field Alteration	\$ <u>14,100.00</u>
Total	\$ <u>713,452.00</u>
Const. Contg. Fund	\$ <u>96,799.00</u>
Previous Approved FA's.	\$ <u>67,799.00</u>
This Field Alteration	\$ <u>14,100.00</u>
Total Field Alterations	\$ <u>178,698.00</u>
Balance	\$ <u>534,754.00</u>

Ord # 98802 (2-12-04)

CITY OF SAN ANTONIO
DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION
FIELD ALTERATION REQUEST

2 OF 3

Date June 1, 2004

Field Alteration No. 2

Project Name (as shown on the Work Project Authorization):

Lincoln Park Pool & Playground Rehabilitation

The revision or amendment described below in the work originally or previously specified is hereby requested; including all changes in costs. (Describe work to be added or deleted. Attach revised plan sheet affected or drawings as required:

- 1) **ADD: New Diving Board.** Work includes installing a new diving board and pedestal base as shown on attached specification.
 - The additional cost, labor and materials associated with this item includes bonding, insurance, and overhead is **+\$7,000.00** (Attached contactor's request).
 - Additional Time: **-0- WD**
- 2) **ADD: New Concrete Retaining Wall.** Work includes installing a concrete retaining wall adjacent to new filtration slab as shown on attached specification.
 - The additional cost, labor and materials associated with this item includes bonding, insurance, and overhead is **+\$1,575.00** (Attached contactor's request).
 - Additional Time: **-3- WD**
- 3) **ADD: Additional Fence Post Footings.** Work includes installing approx. 70 ea. concrete fence post footings as shown on attached specification.
 - The additional cost, labor and materials associated with this item includes bonding, insurance, and overhead is **+\$1,450.00** (Attached contactor's request).
 - Additional Time: **-3- WD**
- 4) **ADD: Re-construction of Baby Pool Shell.** Work includes demolition and re-construction of a new monolith concrete baby-pool shell with zero depth entry as detailed and shown on drawings. (See Attached Drawings)
 - The additional cost, labor and materials associated with this item includes bonding, insurance, and overhead is **+\$19,785.00** (Attached contactor's request).
 - Additional Time: **-10- WD**
- 5) **DEDUCT: Sidewalk Repair and Patching.** Work includes demolition and removal of entire concrete sidewalk in exchange of the specified repair and patchwork as shown on drawings.
 - No cost change or additional, labor and materials associated with this item.
 - Additional Time: **-3- WD**
- 6) **DEDUCT: Change Roofing System.** Work includes changing the specified PVC roof system to a standard built-up roof as shown on attached specification.
 - The deductive cost, labor and materials associated with this item includes bonding, insurance, and overhead is **-\$5,000.00** (Attached contactor's request).
 - Additional Time: **-0- WD**
- 7) **DEDUCT: Delete Site Furniture.** Work includes deleting all trash receptacles and bicycle rack shown on the drawings.
 - The deductive cost, labor and materials associated with this item includes bonding, insurance, and overhead is **-\$2,180.00** (Attached contactor's request).
 - Additional Time: **-0- WD**
- 8) **DEDUCT: Change Fence System.** Work includes changing all specified chain link fencing system to steel picket non-climbable fence system as shown on drawing. Steel picket panels, posts, and embed plates to be provided by City.
 - The deductive cost, labor and materials associated with this item includes bonding, insurance, and overhead is **-\$8,5300.00** (Attached contactor's request).
 - Additional Time: **-0- WD**

Total Field Alteration: \$14,100.00

CITY OF SAN ANTONIO
DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION
FIELD ALTERATION REQUEST

3 OF 3

Date June 1, 2004

Field Alteration No. 2

Project Name:

Lincoln Park Pool & Playground Rehabilitation

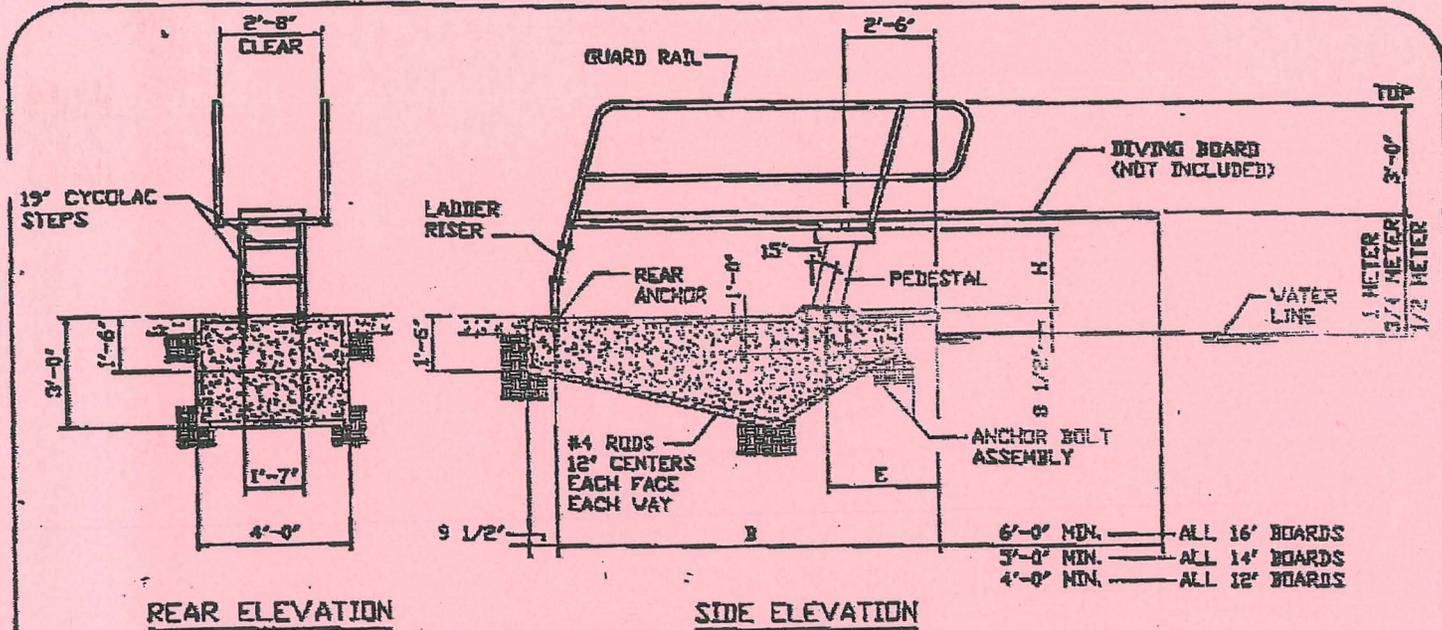
Justification for proposed alteration (description in detail as to why this work is to be added or deleted – use attachments if necessary):

1. This item was required in order to replace the existing dilapidated diving board that could not be safely salvaged and restored as originally intended. The new diving board will provide the City with a manufacturer's warranty otherwise not provided by the restored board.
2. This item was required in order to stabilize and retain the adjacent slope from erosion that resulted from the expansion of the new filtration system slab.
3. This item was required in order to install the additional steel fence posts footings needed for the new non-climbable steel picket fence in lieu of the specified chain link fencing.
4. This item was required in order to enhance the structural integrity of the baby pool by constructing a monolithic concrete pool shell and eliminating the inherent expansion joint designed; a potential weak point that could result in future shifting, breaking, leaking, and maintenance problems in the future.
5. This item was required in order to demolish and eliminate the entire walkway and prepare the site for future walkway development and construction by Park Construction Forces. The cost for this demolition is in exchange for repairs in specified areas along this walkway.
6. This item was required in order to reduce the cost of the specified PVC roofing system by utilize a built-up roofing system that is traditionally used and preferred by Park Operations.
7. This item was required in order to reduce the cost for the specified pre-fabricated site furniture and replace with custom furniture (trash receptacles, benches, bike rack) fabricated by Park Operations that is more durable, less costly, and add a better value to the project.
8. This item was required in order to utilize the non-climbable steel picket fence fabricated by Park Operation that is traditionally used throughout City pool facilities in lieu of the specified chain link fencing.

Lincoln Park Pool & Playground Rehabilitation

Item	Description	Add Price	Deduct Price	Total	
1	Demo Only Sidewalks	\$ -	\$ -	\$ -	Exchange for Remove/Repair 3 areas
2	Change Roof to Built Up Roof		\$ (5,000.00)	\$ (5,000.00)	
3	Add Diving Board	\$ 7,000.00		\$ 7,000.00	
4	Deduct Trash Cans-Supplied/Inst'd by City		\$ (1,680.00)	\$ (1,680.00)	
5	Deduct Bike Rack		\$ (500.00)	\$ (500.00)	
6	Add Retaining Wall	\$ 1,575.00		\$ 1,575.00	
7	Deduct Fencing		\$ (8,530.00)	\$ (8,530.00)	
8	Add Fence Footings Only (Approx. 70 ea.)	\$ 1,450.00		\$ 1,450.00	Embed plates & fence by City
9	Remove/Repour Concrete Baby Pool	\$ 19,785.00		\$ 19,785.00	
	Subtotal	\$ 29,810.00	\$ (15,710.00)	\$ 14,100.00	

Net Total Changes \$ 14,100.00



**1 METER, 3/4 & 1/2 METER SPORTFLYTE DIVING TOWER
FLANGED PEDESTAL**

LD. No.	Height	B			E			Pedestal I.D. No.	Pedestal Height
		16' Board	14' Board	12' Board	16' Board	14' Board	12' Board		
13511 13512	1 MTR.	10'-8 1/2"	9'-8 1/2"			9'-1"	13562 13562	2'-1 1/2"	
13515 13516 13517	3/4 Mtr.	10'-5 1/2"	9'-5 1/2"	8'-5 1/2"		2'-10"	13567 13567 13567	1'-3"	
13520 13509 13508	1/2 MTR.	10'-2 1/2"	9'-2 1/2"	8'-2 1/2"		2'-7 1/2"	13541 13541 13541	0'-5 1/4"	

SPECIFICATIONS

The SportFlyte Diving Tower shall be a complete diving apparatus - less diving board - consisting of a superstructure, sloping access ladder, front pedestal, pedestal anchor, and fulcrum bar.

The front pedestal shall be a Carbon steel weldment set at a 15° tilt. It shall be a rectangular column 10" x 8" x 3/16" wall, topped with angles 4" x 3" x 1/4". The bottom of the column shall terminate in a 1/2" thick plate drilled to accept 3/4" diameter bolts. These bolts shall engage threaded bushings attached to hooked anchor bolts extending 15" into the foundation pad. The pedestal shall be prime coated at the factory after fabrication.

NOTE:

Designed for recreational pools only
(Not suitable for Competition or High Performance Diving Boards)

The superstructure shall be a welded assembly. It shall be at least 36" above the diving board and extend at least to the pool edge. An intermediate horizontal rail shall extend for the full length of the superstructure. The guard rails shall be stainless steel pipe, 1.900" O.D. x .055" wall thickness, Type 304, ornamental grade, polished to 320 grit.

The access ladder shall be located at the rear of the tower and set at a 15° slope. Ladder steps shall be welded to the tower at the junction welded Cycloc and be 12" long x 4" wide with an integral non-slip tread. Step spacing shall not exceed 12".

The fulcrum assembly shall be a 2 1/2" square steel tube covered with a 1/2" thick pad of rubber. The fulcrum shall be capable of being located over a 12" ridge.

This data represents the latest knowledge available to us at the time of preparation however KBI Paragon, Inc. and others involved in gathering and presenting this drawing assume no liability for its use.

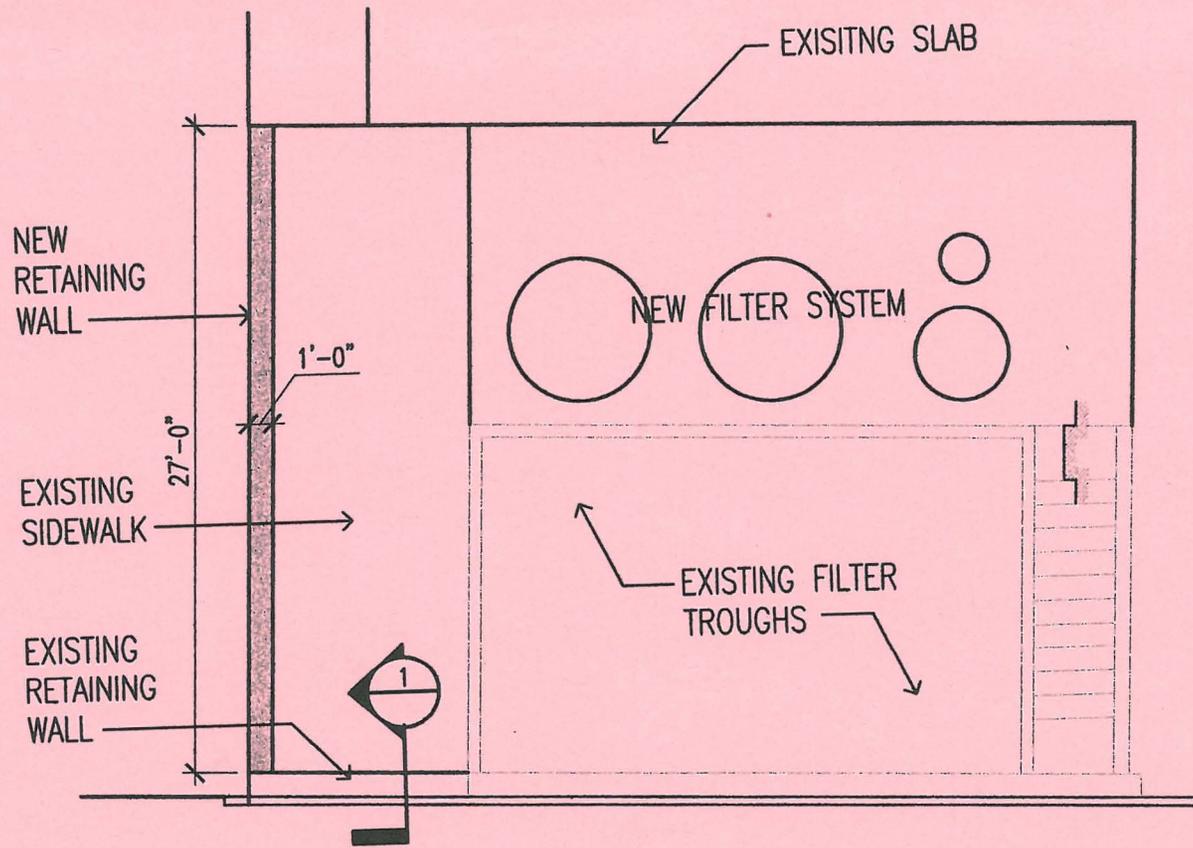
© 1994 KBI Paragon Inc.

SUPERSEDES SHEET DATED 4/7/95



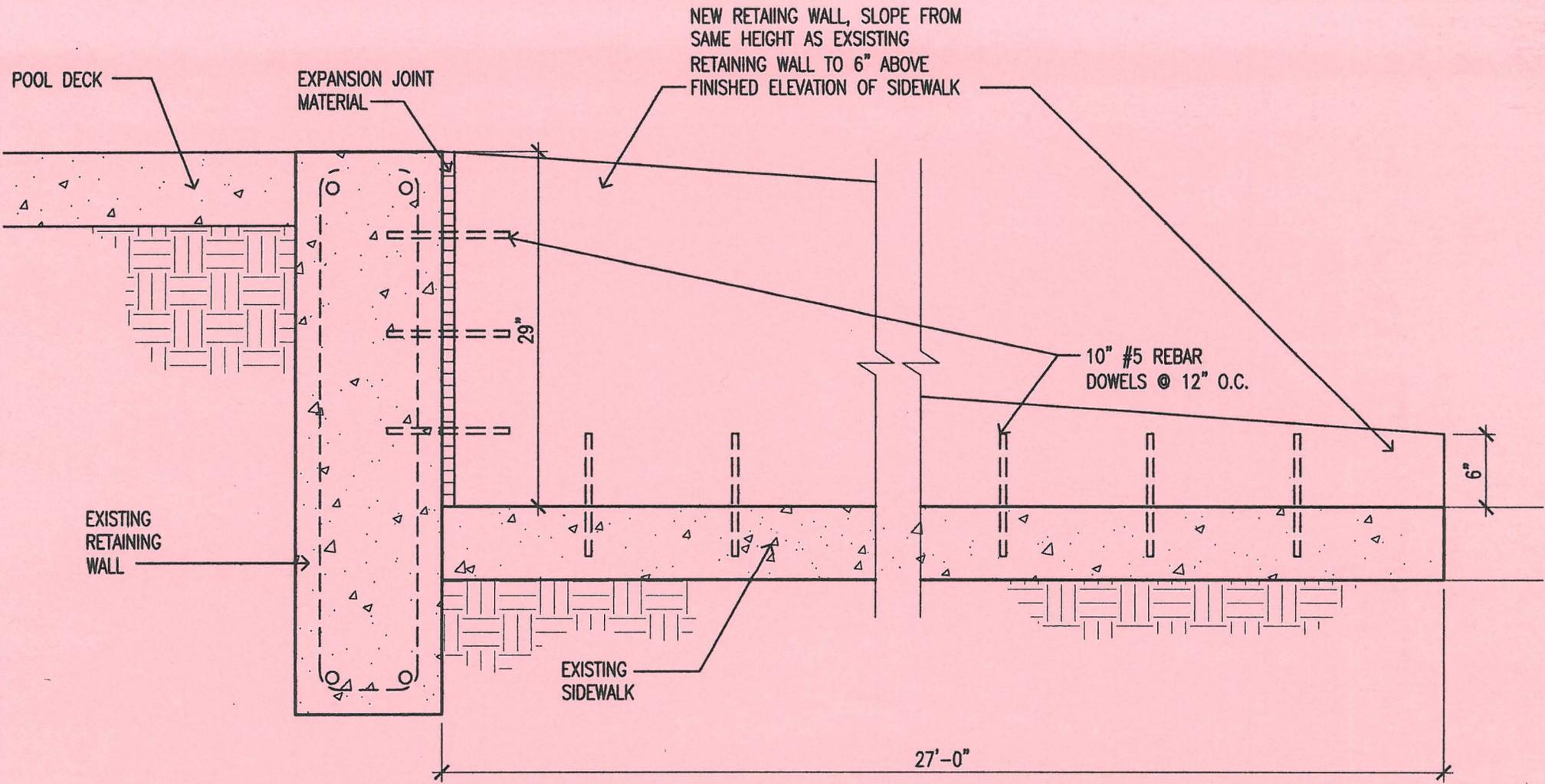
Paragon Aquatics
1351 Route 55
LaGrangeville, NY 12540
845-452-5500
Fax 845-452-5426

SHEET TITLE:	SPORTFLYTE DIVING TOWER 1 METER, 3/4 & 1/2 METER FLANGED PEDESTAL
DRAWN BY:	DATE:

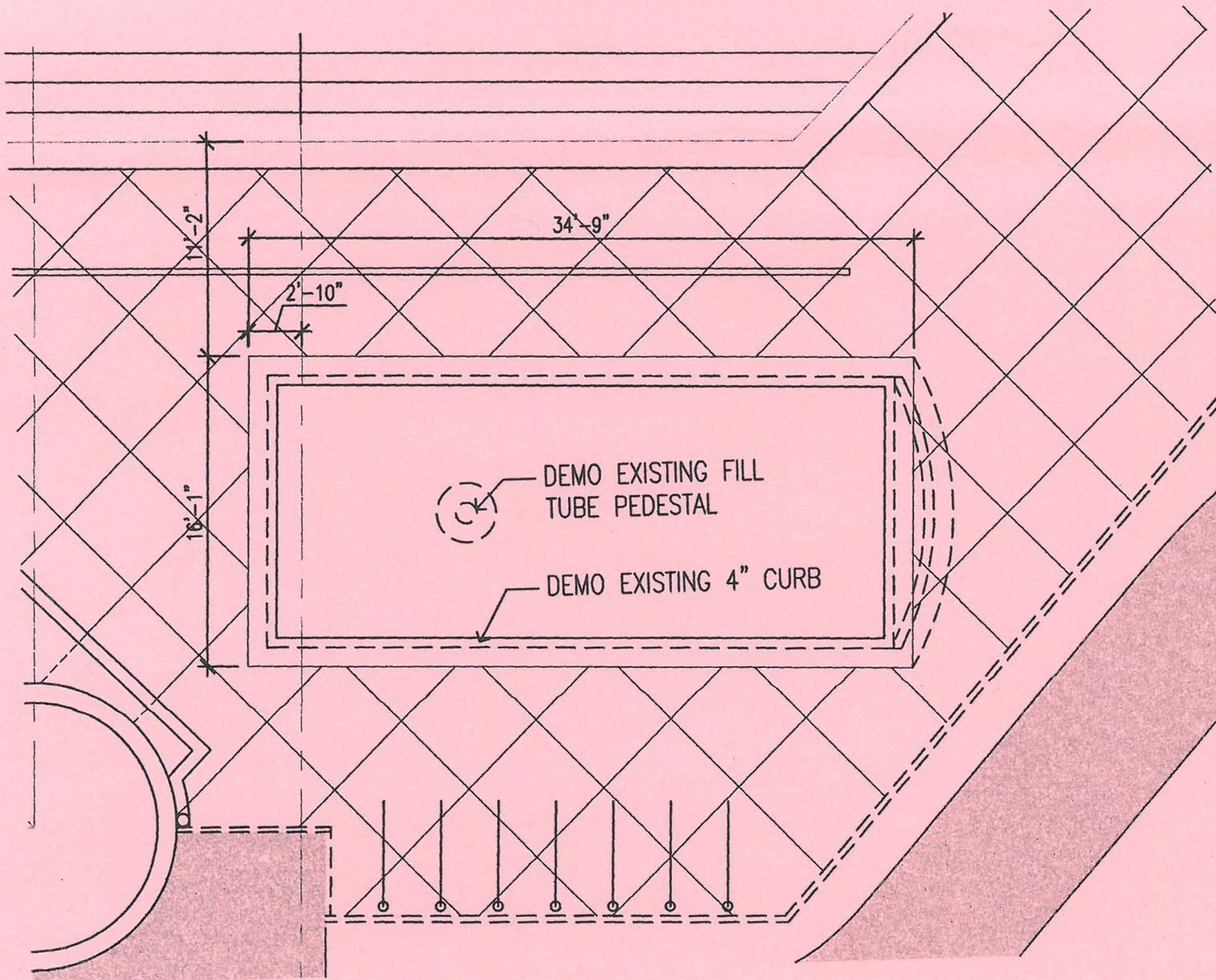


RETAINING WALL PLAN

1/8" = 1'-0"



1 RETAINING WALL DETAIL
 SCALE: 1"=1'-0"



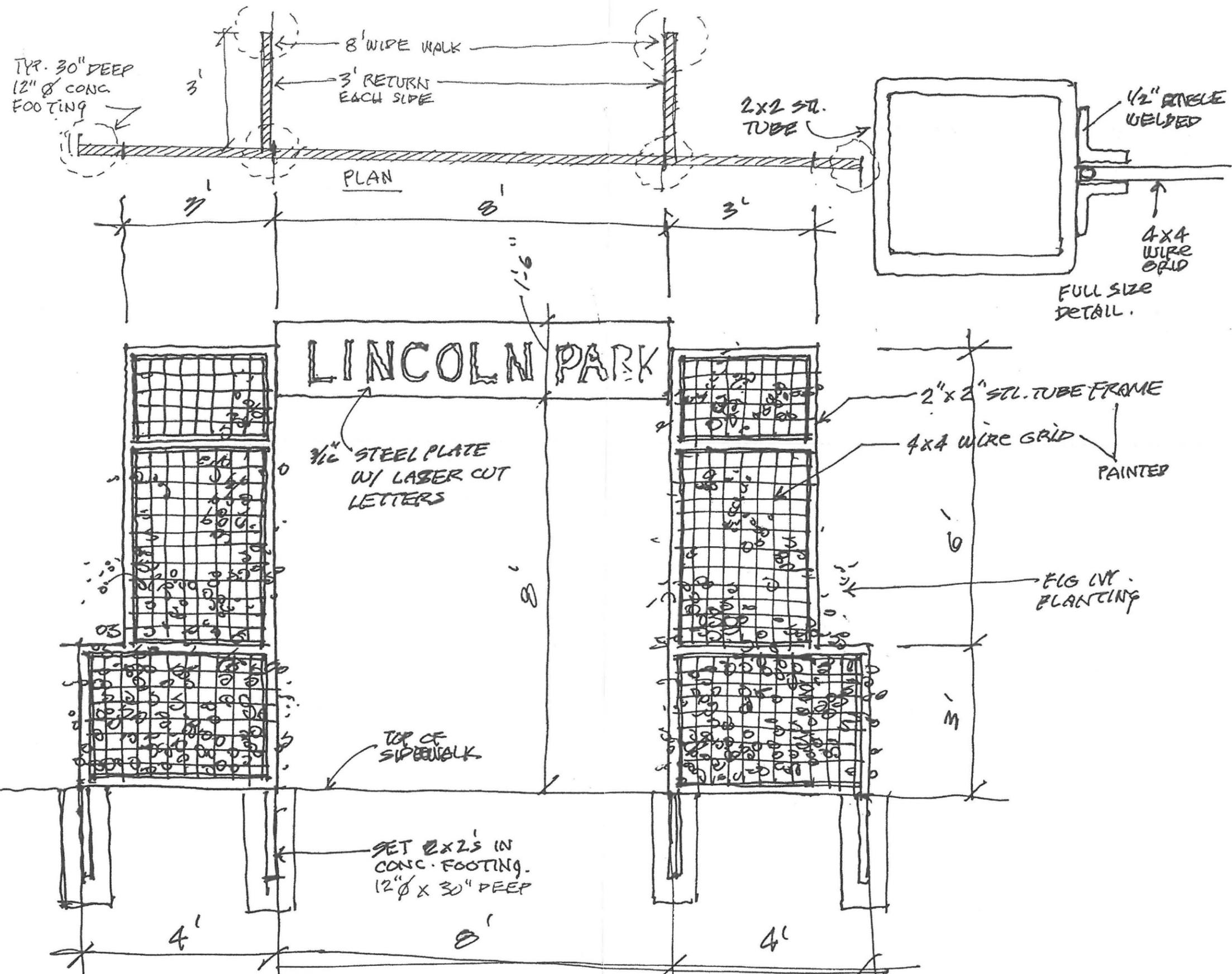
NOTES:

EXISTING KIDDY POOL TO BE DEMOLISHED AND REBUILT IN THE SAME CONFIGURATION EXCEPT FOR:

1. EXISITNG FILL TUBE PEDESTAL WILL NOT BE RECONSTRUCTED
2. 4" CURB AROUND PERIMETER OF EXISINTG POOL WILL NOT BE RECONSTRUCTED
3. ORIGINAL CURVED POOL END WILL NOT BE RECONSTRUCTED TO ALLOW FOR "ZERO DEPTH ENTRY"



KIDDY POOL
 1/8" = 1'-0"



LINCOLN PARK ENTRY 1/2" = 1'-0" 7/15/04
 MOGAS / GONZALEZ ARCHITECTS

CITY OF SAN ANTONIO
 DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION
 FIELD ALTERATION REQUEST

Date July 27, 2004

Field Alteration No. 3

Project Name (as shown on the Work Project Authorization):

Lincoln Park Pool & Playground Rehabilitation

The revision or amendment described below in the work originally or previously specified is hereby requested, including all changes in costs. (Describe work to be added or deleted. Attach revised plan sheet affected or drawings as required:

See Page 2 of 3

Justification for proposed alteration (description in detail as to why this work is to be added or deleted - use attachments if necessary):

See Page 3 of 3

Resulting change in contract cost by this Field Alteration: \$ 9,506.55 Increase (attach summary) Decrease

Resulting in an: Increase -10- Working Calendar Days. (To be negotiated by the Contractor and the City.)

Requested by: Carlos Mendez 7/27/04
Carlos Mendez, Project Coordinator
 City, Consulting Engineer/Architect, Other
 (Please specify)

Westfield Construction L.P.
 Contractor (type in full name)
 By: E.T. Odom 7/27/04
 (Signature of authorized representative & Date)
 Title: V.P. WDJT, Inc.

RECOMMENDED:
Mogas 7/27/04
 Consultant (Project Engr./Arch. Only) Date
Mogas+Gonzales Associated Architects

Rodney Dziuk 7/29/04
 Rodney Dziuk Date
 Parks Design Superintendent

Alto 8-2-04
 Director of Parks and Recreation Date

APPROVED

City Manager _____ Date _____

FOR CITY USE ONLY:

Professional Services Fees for this Field Alteration are: <input type="checkbox"/> eligible <input type="checkbox"/> ineligible	
Original Contract Amt.	\$ <u>631,553.00</u>
Previous Approved FA's.	\$ <u>81,899.00</u>
This Field Alteration	\$ <u>9,506.55</u>
Total	\$ <u>722,958.00</u>
Const. Contg. Fund	\$ <u>96,799.00</u>
Previous Approved FA's.	\$ <u>81,899.00</u>
This Field Alteration	\$ <u>9,506.55</u>
Total Field Alterations	\$ <u>91,405.55</u>
Balance	\$ <u>5,393.45</u>

Ord # 98802 (2-12-04)

RECEIVED
 CITY OF SAN ANTONIO
 CITY CLERK
 2004 AUG 2 P 1:53

CITY OF SAN ANTONIO
DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION
FIELD ALTERATION REQUEST

2 OF 3

Date July 27, 2004

Field Alteration No. 3

Project Name (as shown on the Work Project Authorization):

Lincoln Park Pool & Playground Rehabilitation

The revision or amendment described below in the work originally or previously specified is hereby requested; including all changes in costs. (Describe work to be added or deleted. Attach revised plan sheet affected or drawings as required:

- 1) **ADD: Reimbursement of CPS Construction Charge.** Work includes replacing the existing 75 KVA 120/240 volt transformer with a new 75KVA 277/480 volt transformer as shown on plans.
 - The additional cost, labor and materials associated with this item includes bonding, insurance, and overhead is **+\$4,948.55** (Attached contactor's request).
 - Additional Time: **-10- WD Contingent on CPS work schedule estimated at 2-3 weeks.**

- 2) **ADD: New PVC Baby Pool Back-flush Drain Line.** Work includes trenching approximately 180 L.F.; laying 4" PCS drain line, backfill to grade, and small concrete splash pad as shown on plans.
 - The additional cost, labor and materials associated with this item includes bonding, insurance, and overhead is **+\$1,060.00** (Attached contactor's request).
 - Additional Time: **-0- WD**

- 3) **ADD: New 2" PVC Water Main.** Work includes replacing the old cast iron main line with a new PVC line as shown on plans.
 - The additional cost, labor and materials associated with this item includes bonding, insurance, and overhead is **+\$1,802.00** (Attached contactor's request).
 - Additional Time: **-0- WD**

- 4) **ADD: Raise manhole.** Work includes raising the height of the existing manhole as shown on plans.
 - The additional cost, labor and materials associated with this item includes bonding, insurance, and overhead is **+\$1,696.00** (Attached contactor's request).
 - Additional Time: **-0- WD**

Total Field Alteration: \$9,506.55

CITY OF SAN ANTONIO
DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION
FIELD ALTERATION REQUEST

3 OF 3

Date July 27, 2004

Field Alteration No. 3

Project Name:

Lincoln Park Pool & Playground Rehabilitation

Justification for proposed alteration (description in detail as to why this work is to be added or deleted – use attachments if necessary):

1. This item was required in order to pay for CPS to upgrade the existing transformer to meet the specified electrical load demands required by the new pool filtration pumps. The additional time is contingent on CPS construction scheduling.
2. This item was required in order to facilitate backwash drainage away from the bathhouse area and into the adjacent natural drainage swale, which is approximately 200 feet away.
3. This item was required in order to upgrade the existing cast iron pipe that is corroded over 30 years and will enhance the durability and performance.
4. This item was required in order to properly drain water from the backwash drainage to the existing manhole. The existing manhole is too low for this to function properly and must be raised to the correct level.

Westfield Construction L.P.
General Contractor

July 27, 2004

Carlos Mendez
City of San Antonio Parks & Recreation
506 Dolorosa
San Antonio, Texas 78205
Fax: (210)207-2720

Attn: Mr. Carlos Mendez

Re: Lincoln Park Pool & Playground Rehabilitation Changes

Dear Mr. Mendez,

Westfield Construction is pleased to provide a price of \$9,506.55 to extend baby pool backflush line, replace existing 2" water line feed to the main pool, extend existing sanitary sewer manhole, and to cover the CPS charges for replacing the existing transformer. Markup is 6% which is included in the above pricing. Please find attached spreadsheet.

Thank you for your continued cooperation.

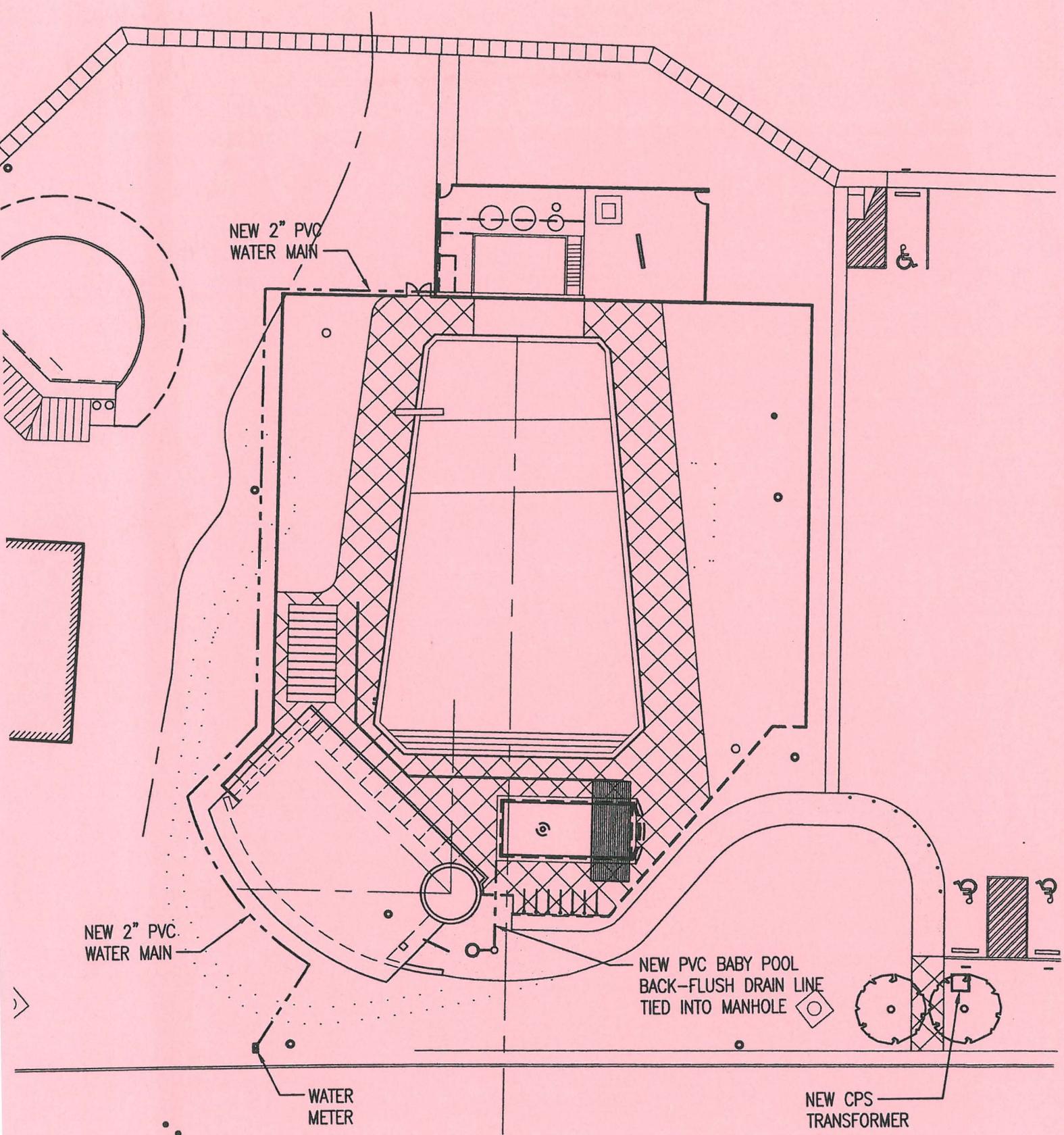
Yours very truly,

Westfield Construction, L. P.

Taylor O'Dell
V. P. WDJT, Inc.

Lincoln Park Pool & Playground Rehabilitation

Item	Description	Add Price	Deduct Price	Total
1	CPS Charges	\$ 4,668.44		\$ 4,668.44
2	Extend Baby Pool Backflush Drain	\$ 1,000.00		\$ 1,000.00
3	Replace 2" Water Main to Back Pool	\$ 1,700.00		\$ 1,700.00
4	Manhole Extension	\$ 1,600.00		\$ 1,600.00
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
	Subtotal	\$ 8,968.44	\$ -	\$ 8,968.44
			O/H & Profit	\$ 538.11
			Total	\$ 9,506.55



NEW 2" PVC
WATER MAIN

NEW 2" PVC
WATER MAIN

NEW PVC BABY POOL
BACK-FLUSH DRAIN LINE
TIED INTO MANHOLE

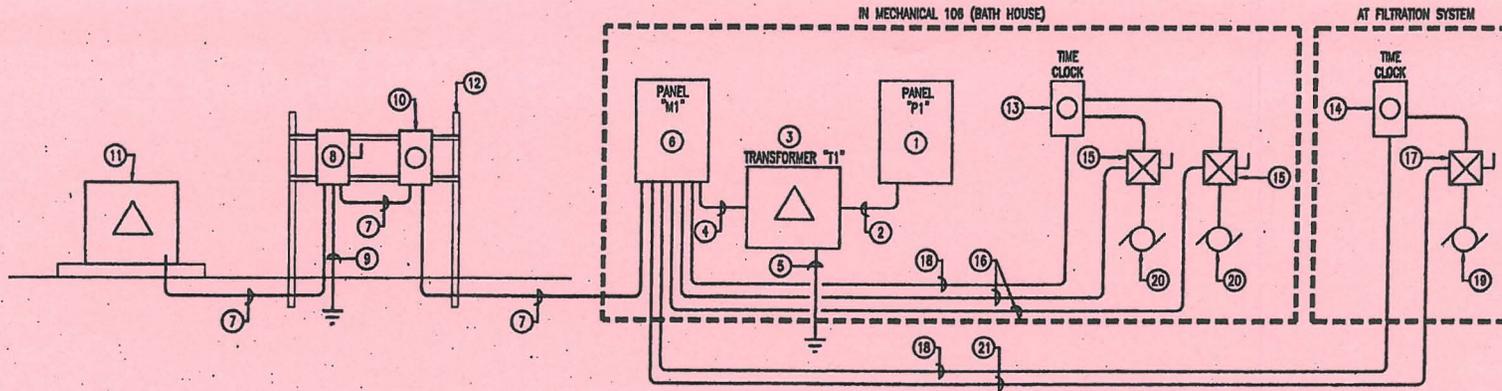
WATER
METER

NEW CPS
TRANSFORMER



SITE PLAN

1/32" = 1'-0"



NEW ELEC. RISER DIAGRAM

1

SCALE: NOT TO SCALE

KEYED NOTES: (RISER DIAGRAM ONLY)

- | | | | |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| 1. NEW PANEL "P1" 208Y/120V, 3 ϕ , 4W, NEMA 1, 80A MCB, 30 POLE. | 7. 4 - #1, 1 - #8 GND. IN A 2" CONDUIT. | 13. NEW 7-DAY, TWO-CHANNEL TIME CLOCK. PARAGON 3C72/277V. | 19. 1 $\frac{1}{2}$ HP, 480V, 3 ϕ POOL RECIRCULATING PUMP. REFER TO POOL DRAWINGS. |
| 2. 4 - #3, 1 - #8 GND. IN A 1-1/4" CONDUIT. | 8. 100A/3P, 600V, NEMA 3R DISCONNECT SWITCH WITH 100A FUSES MOUNTED ON ELECTRICAL RACK. | 14. NEW 7-DAY TIME CLOCK, 277V PARAGON EC7000 SERIES. | 20. 3HP, 480V, 3 ϕ WADING POOL RECIRCULATING PUMP. REFER TO POOL DRAWINGS. |
| 3. TRANSFORMER "T1" 277/480V: 208Y/120V 3 ϕ , 30 KVA, NEMA 3R. | 9. #8 COPPER GROUNDING ELECTRODE CONDUCTOR. | 15. NEW COMBINATION STARTER/DISCONNECT SWITCH. NEMA SIZE 1 STARTER, 30A/3P, 600V DISCONNECT IN NEMA 3R ENCLOSURE. | 21. 3-#6, 1-#10 GND. IN A 1" CONDUIT. |
| 4. 3 - #8, 1 - #10 GND. IN A 1" CONDUIT. | 10. METER. | 16. 3-#12, 1-#12 GND. IN A 3/4" CONDUIT. | |
| 5. #8 COPPER GROUNDING ELECTRODE CONDUCTOR. | 11. EXISTING 75KVA TRANSFORMER, 277/480V SECONDARY. | 17. NEW COMBINATION STARTER/DISCONNECT SWITCH. NEMA SIZE 3 STARTER, 30A/3P, 600V DISCONNECT IN NEMA 3R ENCLOSURE. | |
| 6. NEW PANEL "M1", 277/480V, 3 ϕ , 4W, NEMA 1, 100A MCB, 24 POLE. | 12. ELECTRICAL RACK. REFER TO DETAIL 4, THIS SHEET. | 18. 2-#10, 1-#10 GND. IN A 3/4" CONDUIT. | |

CITY OF SAN ANTONIO
 DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION
 FIELD ALTERATION REQUEST

Date August 5, 2004

Field Alteration No. 4

Project Name (as shown on the Work Project Authorization):

Lincoln Park Pool & Playground Rehabilitation

The revision or amendment described below in the work originally or previously specified is hereby requested; including all changes in costs. (Describe work to be added or deleted. Attach revised plan sheet affected or drawings as required:

See Page 2 of 2

Justification for proposed alteration (description in detail as to why this work is to be added or deleted - use attachments if necessary):

See Page 2 of 2

Resulting change in contract cost by this Field Alteration: \$ 4,993.00 Increase (attach summary) Decrease

Resulting in an: Increase of 5 Working Decrease of _____ Calendar Days. (To be negotiated by the Contractor and the City.)

Requested by:

Westfield Construction L.P.

Contractor (type in full name)

Carlos Mendez 8/12/04
 Carlos Mendez, Project Coordinator
 City, Consulting Engineer/Architect, Other
 (Please specify)

By: E.T. Odom
 (Signature of authorized representative & Date)

Title: V.P. WDJT, Inc.

RECEIVED
 CITY OF SAN ANTONIO
 CITY CLERK
 2004 AUG 25 P 1:53

RECOMMENDED:

Mogas 8/6/04
 Consultant (Project Engr./Arch. Only) Date
 Mogas+Gonzales Associated Architects

Rodney W. Dziuk 8/14/04
 Parks Design Superintendent Date

Walter
 Director of Parks and Recreation Date

APPROVED

City Manager Date

FOR CITY USE ONLY:

Professional Services Fees for this Field Alteration are: eligible ineligible

Original Contract Amt.	\$ <u>631,553.00</u>
Previous Approved FA's.	\$ <u>91,405.55</u>
This Field Alteration	\$ <u>4,993.00</u>
Total	\$ <u>727,951.55</u>

Const. Contg. Fund	\$ <u>96,799.00</u>
Previous Approved FA's.	\$ <u>91,405.55</u>
This Field Alteration	\$ <u>4,993.00</u>
Total Field Alterations	\$ <u>96,398.55</u>
Balance	\$ <u>400.45</u>

Ord #98802

**CITY OF SAN ANTONIO
DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION
FIELD ALTERATION REQUEST**

2 OF 2

Date August 5, 2004

Field Alteration No. 4

Project Name (as shown on the Work Project Authorization):

Lincoln Park Pool & Playground Rehabilitation

The revision or amendment described below in the work originally or previously specified is hereby requested; including all changes in costs. (Describe work to be added or deleted. Attach revised plan sheet affected or drawings as required:

- 1) **ADD: New Gateway Structure.** Work includes fabrication, installation, and finish of a new 8 ft. high x 14 ft. wide steel frame with wire grill panels to match bathhouse as shown on the plans.
 - The additional cost, labor and materials associated with this item includes bonding, insurance, and overhead is **+\$4,993.00** (Attached contactor's request).
 - Additional Time: - **5 WD.**

Total Field Alteration: \$4,993.00

Justification for proposed alteration (description in detail as to why this work is to be added or deleted – use attachments if necessary):

1. This item was required in order to visually identify and enhance an entrance gateway into the new facility.

Westfield Construction L.P.
General Contractor

July 30, 2004

Carlos Mendez
City of San Antonio Parks & Recreation
506 Dolorosa
San Antonio, Texas 78205
Fax: (210)207-2720

Attn: Mr. Carlos Mendez

Re: Lincoln Park Pool & Playground Rehabilitation Gateway Pricing

Dear Mr. Mendez,

Westfield Construction is pleased to provide a price of \$4,993 to provide and install a complete gateway as shown on the attached sketch. We would request an additional 10 days to fabricate and install this work.

Thank you for your continued cooperation.

Yours very truly,

Westfield Construction, L. P.

Taylor O'Dell
V. P. WDJT, Inc.

CITY OF SAN ANTONIO
 DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION
 FIELD ALTERATION REQUEST

Date September 13, 2004

Field Alteration No. 5

Project Name (as shown on the Work Project Authorization):

Lincoln Park Pool & Playground Rehabilitation

The revision or amendment described below in the work originally or previously specified is hereby requested; including all changes in costs. (Describe work to be added or deleted. Attach revised plan sheet affected or drawings as required:

See Page 2 of 2

Justification for proposed alteration (description in detail as to why this work is to be added or deleted - use attachments if necessary):

See Page 2 of 2

Resulting change in contract cost by this Field Alteration: \$ 400.00 Increase (attach summary) Decrease

Resulting in an: Increase 3 Working Decrease of _____ Calendar Days. (To be negotiated by the Contractor and the City.)

Requested by:

Westfield Construction L.P.

Carlos Mendez 9/13/04
 Carlos Mendez, Project Coordinator
 City, Consulting Engineer/Architect, Other
 (Please specify)

Contractor (type in full name)
 By: E.T. O'Neil 9/13/04
 (Signature of authorized representative & Date)
 Title: V.P. WDJT, Inc.

RECOMMENDED:

Mogas 9/15/04
 Consultant (Project Engr./Arch. Only) Date
Mogas+Gonzales Associated Architects

Rodney Dziuk 9/15/04
 Parks Design Superintendent Date

Althea 9.17.04
 Director of Parks and Recreation Date

APPROVED

City Manager _____ Date _____

FOR CITY USE ONLY:

Professional Services Fees for this Field Alteration are: <input type="checkbox"/> eligible <input type="checkbox"/> ineligible		
Original Contract Amt.	\$ <u>631,553.00</u>	Const. Contg. Fund
Previous Approved FA's.	\$ <u>96,398.55</u>	Previous Approved FA's.
This Field Alteration	\$ <u>400.00</u>	This Field Alteration
Total	\$ <u>728,351.55</u>	Total Field Alterations
		Balance
		\$ <u>96,798.55</u>
		\$ <u>45</u>

old # 98802 (2-12-04)

CITY OF SAN ANTONIO
DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION
FIELD ALTERATION REQUEST

2 OF 2

Date September 13, 2004

Field Alteration No. 5

Project Name (as shown on the Work Project Authorization):

Lincoln Park Pool & Playground Rehabilitation

The revision or amendment described below in the work originally or previously specified is hereby requested; including all changes in costs. (Describe work to be added or deleted. Attach revised plan sheet affected or drawings as required:

- 1) **ADD: Extend Irrigation Main Line.** Work includes trenching approximately 250 L.F., laying 2" PVC irrigation main supply line, backfill to grade, and seed disturbed areas as shown on plans.
 - The additional cost, labor and materials associated with this item includes bonding, insurance, and overhead is **+\$400.00** (Attached contactor's request).
 - Additional Time: - **3 WD.**

Total Field Alteration: \$400.00

Justification for proposed alteration (description in detail as to why this work is to be added or deleted – use attachments if necessary):

1. This item was required in order to save the installation of a new dedicated irrigation water meter and all subsequent associated cost of street cutting and repairs. This new line access an existing irrigation dedicated meter, which is approximately 250 away.

Westfield Construction L.P.
General Contractor

August 27, 2004

Carlos Mendez
City of San Antonio Parks & Recreation
506 Dolorosa
San Antonio, Texas 78205
Fax: (210)207-2720

Attn: Mr. Carlos Mendez

Re: Lincoln Park Pool & Playground Rehabilitation Irrigation Feed Change

Dear Mr. Mendez,

Westfield Construction is pleased to provide a price of \$398 to extend the irrigation feed line.

Thank you for your continued cooperation.

Yours very truly,

Westfield Construction, L. P.


Taylor O'Dell
V. P. WDJT, Inc.