

AN ORDINANCE **99389**

ACCEPTING THE LOW RESPONSIVE BID OF \$1,840,625.00 SUBMITTED BY MARCH CONSTRUCTION, INC./SPORTFIELD ATHLETIC SURFACES, L.L.C., TO PROVIDE THE ALAMODOME WITH A PORTABLE ARTIFICIAL INFILL TURF SYSTEM.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio Alamodome with a portable artificial infill turf system, with options to purchase a new turf system in 4 years and in 8 years; and

WHEREAS, the low bid was submitted by March Construction, Inc./ Sportfield Athletic Surfaces, L.L.C. for an initial cost of \$736,250.00, a cost of \$496,969 for the year 4 option and a cost of \$607,406 for the year 8 option, for a total cost of \$1,840,625.00 if all options are exercised; **NOW THEREFORE:**

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

SECTION 1. The bid submitted by March Construction, Inc./ Sportfield Athletic Surfaces, L.L.C. to provide the Alamodome with a portable artificial infill turf system for an initial cost of \$736,250.00, with the options to purchase a new turf system in 4 years for \$496,969 and in 8 years for \$607,406, is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits and insurance certificates, and subject to funding as described below. All other bids will be considered rejected upon the successful bidder's completion of all conditions precedent to award or the expiration of sixty days from the effective date hereof, whichever occurs first. The exercise of the year 4 and year 8 options shall be subject to additional City Council approval and funding by passage of an ordinance therefore. Attached hereto and incorporated herein for all purposes as Attachment A is the bid and bid tabulation sheet.

SECTION 2. The amount of \$736,250.00 is appropriated in fund 40-001005, Other Capital Projects, Alamodome Interior Improvements, in index code 783407, entitled Turf System, and is authorized to be encumbered and made payable to March Construction, Inc./Sportfield Athletic Surfaces, L.L.C., to provide the Alamodome with a portable artificial infill turf system in connection with the Alamodome Interior Improvement Project, contingent upon the receipt of funds from the State of Texas through the State's NCAA Final Four reimbursement program, or such other financing sources as may become available.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director 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 4. This ordinance shall take effect July 5th, 2004.

PASSED AND APPROVED this 25th day of June, 2004.



ATTEST

City Clerk

M A Y O R
EDWARD D. GARZA

APPROVED AS TO FORM:

City Attorney

04-24

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: 9
 DATE: JUN 24 2004
 MOTION: _____
 ORDINANCE NUMBER: 99389
 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	ABSENT		
JULIAN CASTRO District 7			
ART A. HALL District 8			
CARROLL SCHUBERT District 9			
CHRISTOPHER "CHIP" HAASS District 10			-
EDWARD D. GARZA Mayor	absent		

04-24

CONSENT AGENDA

City of San Antonio Bid Tabulation

Opened: May 21,2004		March Construction Inc./Sportfield Athletic Surfaces, LLC.	Hellas Construction Inc.
For: Portable Artificial Infill Turf System At The Alamodome		18941 Redland Road	12710 Research Blvd.Suite 240
04-062	JH	San Antonio, TX 78259	Austin, TX 78759
Item	Description		
1	Furnish a Portable, Artificial Infill Turf System		
A	Initial Installation Price Complete	\$736,250.00	\$796,250.00
B	Year four of the anniversary date of the initial installation Price Complete	\$496,969.00	\$546,900.00
C	Year eight of the anniversary date of the initial installation Price Complete	\$607,406.00	662,400.00
	Total Price	\$1,840,625.00	\$2,005,550.00
	Terms	Net 30	Net 30
	Total Award	\$1,840,625.00	

No Bid: Field Turf International

Attachment A

CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: JH/rm
BID NO.: 04-062

Date Issued: May 04, 2004
Page 1 of 26

FORMAL INVITATION FOR BIDS
PORTABLE ARTIFICIAL INFILL TURF SYSTEM AT THE ALAMODOME

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time MAY 21, 2004.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

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

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

This invitation includes the following:

Invitation for Bids Specifications and General Requirements
Terms and Conditions of Invitation for Bids Price Schedule

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

Signer's Name: James Martinson Firm Name: March Construction, Inc. / Sportfield Athletic Surfaces, LLC
(Please Print or Type)
Address: 18941 Redland Road
Signature of Person Authorized to Sign Bid City, State, Zip Code: San Antonio, TX 78259
Email Address: jim@marchconstruction.com Telephone No.: 210 495-0888
Fax No.: 210 490-2201

Please complete the following:

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

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority Hispanic African-American Other Minority (specify)
Female Owned Handicapped Owned Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: Partnership xx Corporation Sole Proprietorship Other (specify)

Tax Identification Number: 74-2641392 Social Security Number: - - - - -

FOR CITY USE ONLY

AWARD

Items Accepted: Ordinance No: Date: Amount:

Approved: _____

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS**READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the Invitation for Bids.
- (b) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- (c) Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.

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

3. DESCRIPTION OF SUPPLIES

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

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

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

5. SAMPLES, DEMONSTRATIONS AND TESTING

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

6. SUBMISSION OF BIDS

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

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

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

12. AWARD OF CONTRACT

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

13. CONTRACT TERMINATION**TERMINATION-BREACH:**

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

TERMINATION-NOTICE:

- (b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice **thirty** days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice **sixty** days prior to the date of cancellation of the contract.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

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

16. INDEPENDENT CONTRACTOR

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

17. BID RESULT REQUEST

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

18. PATENTS/COPYRIGHTS

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

19. INDEMNITY

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

without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall promptly advise the CITY in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

- (b) It is the EXPRESS INTENT of the parties to this contract, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

24. ASSIGNMENT

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

25. INTERLOCAL PARTICIPATION

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

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

26. QUESTIONS

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

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE:

The City of San Antonio is soliciting bids for a contractor to furnish approximately 105,300 Sq. Ft. of a portable, artificial infill turf system including all labor, materials, tools, equipment and training necessary for the delivery, fabrication and complete installation located at the Alamodome, San Antonio, Texas in accordance with the specifications listed herein. This replacement is necessary due to the age and condition of the existing turf system.

GENERAL:

As part of the price schedule, the City of San Antonio is requesting the contractor to provide a purchase option and also a lease option payment schedule with the appropriate financial guidelines that will be reviewed and approved by the City of San Antonio. The City of San Antonio will assume ownership of the turf system after the final installation has been approved and completed. The City reserves the right to select the most advantageous price schedule option.

The scope of the work to be performed in accordance with the attached specifications and drawings, includes, but is not limited to, all requirements to provide a portable artificial infill turf system to cover the Alamodome floor from seating unit to seating unit, approximately 105,300 square feet, providing a surface acceptable for playing football and soccer at all amateur and professional levels. The successful bidder shall identify and provide information on all equipment necessary to accomplish turf installation, turf grooming, turf painting and paint removal, and all equipment and tools required to remove, store, and install the portable, artificial infill turf system. In addition, the successful bidder shall provide on-site training to Alamodome staff on all aspects of removing, storing, installing the portable artificial infill turf system and providing a labor and materials warranty for the turf system.

Presently, the Alamodome has some flexibility with the existing Astro Turf system, which is portable and stored very easily within the southwest area of the Alamodome. With a turf Zamboni, the existing turf is easily applied with three forklifts, removed and stored without any complications.

Besides the portability requirements of the turf, the Alamodome provides its clients the ability to paint on the turf, such as the fifty yard line center logos, the advertising at the 20 yard lines endicia en and the entire end zones. By existing standards, the turf paint can be removed easily, and within the next week the Alamodome can host another football event and require the same areas to be cleaned of paint and new paint applied. Currently, the existing turf is cleaned with a mobile extraction- cleaning unit, which cleans the turf easily for the next event.

The Alamodome has approximately 2,796 S.F. of storage space for the existing Astro Turf. As part of the submission of a bid, the contractor must provide all pertinent information in reference to storing the proposed portable, artificial, in fill turf system either in the existing storage space or make recommendations as to the location and process of storing the turf within the Alamodome property.

GENERAL REQUIREMENTS:

- A. Contractor shall have all required insurance's such as worker compensation, property and auto liability with limits as shown herein and hold all proper and current licenses and bonds. In addition contractor is responsible for obtaining all required permits and inspections as required by Development Services, 1901 S. Alamo, San Antonio, Texas.
- B. The contractor shall supply all labor, materials, transportation, and tools necessary for the proper execution and completion of the work; and shall construct in the best and most workmanlike manner the complete construction and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with the contract documents. Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this bid invitation.
- C. Unless specified to the contrary, all material used shall be new and of the best kinds and grades specified, and all workmanship shall be up to the best recognized standards known to the various trades.
- D. MEASUREMENTS: Before ordering any material or doing any work, the contractor shall verify all required measurements and shall be responsible for the correctness of same. No exchanges or compensation will be allowed on account of differences. .
- E. PROTECTION OF WORK AND PROPERTY: The contractor shall confine his operations and work force to the space allowed by law and as allotted by the City. The contractor at his expense, shall protect and be responsible for any damage to adjacent buildings, property, damaged grass/turf, other landscape vegetation, etc. Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Contractor will provide temporary fences, barricades, coverings, or other protection as needed and required.
- F. The contractor shall furnish and pay for all means of removing all trash and debris generated by his work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the building or surrounding areas. Upon completion of the work, the construction area shall be left clean and free of any and all trash, scraps, cartons, etc. as deemed acceptable to Alamodome.
- G. The contractor shall furnish to the owner a four-year written guarantee before final acceptance and is to be effective from the date of acceptance. Any work found to be defective due to workmanship and/or material shall be repaired or replaced by contractor at no cost to owner.
- H. A pre-bid conference is scheduled for May 12, 2004 at 10:00 AM CST located at the Alamodome, 100 Montana St., meeting room M. Although, attendance is not mandatory, vendors are encouraged to inspect the facility and request any clarification to the bid specifications.

- I. PROJECT SCHEDULE: The Alamodome Department is requiring the project to be initiated and completed within the time period beginning upon notification by the City of San Antonio and ending August 1, 2004.
 - a. Delays
Should contractor encounter unforeseen delays due to any cause, contractor shall advise City immediately, by submitting a written notice to Jim Mery, Operations Manager of the Alamodome, at 100 Montana, San Antonio Texas 78205, clearly stating the cause for the anticipated delay and the additional time expected to complete the project. The City may, in its sole discretion, authorize an extension of time for completion of the work, but shall not be required to do so. The City shall notify contractor in writing, whether an extension will be granted. The Director of Alamodome shall be the only person with authority to grant an extension. An extension granted by any other person shall be deemed without authority or effect.

- J. COMPLETION: Upon completion the contractor will supply owner with the following:
 - a. Contractor's warranty / guarantee for entire project for **four years** from date of the Final Inspection or the date the City began use of the turf system, whichever is earlier, manufacturer's warranties and maintenance guidelines, including any extended warranties past one year, copies of all required Building Inspections approved Permit Final Inspection forms.
 - b. All other items as specified elsewhere in the specifications or plans.

- K. Contractor will be paid after each installation, which includes the **initial installation, year four installation and year eight installation** is completed and accepted by the Alamodome Director.

- L. LIST OF LICENSED TRADES/PROFESSIONS:
Fill out this following section. List all trades / professions which require a license by the City of San Antonio, State or the U.S. governments to perform work specified for this project. List includes, but is not limited to the following:

M. INSURANCE REQUIREMENTS:

INSURANCE REQUIREMENTS:

The contractor shall maintain, for the duration of this agreement and any extensions or renewals hereof, insurance by a company or companies qualified to do business in the State of Texas, and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

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

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

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- *Any alternate workers compensation employer's liability insurance plan submitted by the vendor must be approved by the City's Risk Management Dept.
Contractor shall provide the City with 30 days advance notice, in writing, of cancellation or material change in coverage.

BOND REQUIREMENTS:

Performance Bond:

Contractor shall provide a performance bond as security for completion of the contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety.

Payment Bond:

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

Bonds to be furnished within (10) ten calendar days of notification.

SPECIFICATIONS

PERFORMANCE SPECIFICATIONS

1. The City of San Antonio is requesting the successful contractor to furnish all labor, material, and equipment for the delivery and initial installation and removal of a portable artificial in fill turf system to the Alamodome. The successful contractor must provide complete, on-site training on all aspects of the proposed artificial turf system. Cost of training must be included as part of the bid. The Alamodome will provide the training dates to properly train Alamodome staff and will be scheduled around the event schedule.
2. Contractor must prove beyond reasonable doubt to the City of San Antonio and its designated representatives that they are duly qualified, capable, and bondable, to fulfill and abide by the specifications listed herein.
3. Quality Assurance
 - a. Manufacturer: Company specializing in the manufacturing of products specified in the bid document with minimum five years experience or at least 10 fields of full size soccer and football.
 - b. Contractor: Bids shall be considered only from contractors who are regularly established in the design, fabrication, installation of portable artificial infill turf system, minimum of five years experience in the installation of a full size soccer and football field, financially responsible, able to show evidence of satisfactory past performance, competent, and are ready, willing, and able to render prompt and satisfactory service.
 - c. Materials: All material shall be new or new recycled in case of rubber infill and shall meet or exceed the specifications in the bid documents.
 - d. Inspection: Manufacturer shall inspect all material prior to shipping. Contractor shall inspect materials upon receipt at the project site. All damaged or defective material shall be rejected and proper diligence shall be performed by the contractor to receive the new material to complete the installation within the approved time frame.
4. Bids shall be considered only from a single contractor who assumes complete responsibility for a turnkey fabrication and installation of a portable artificial infill turf systems.
5. Submittals:
 - a. Shop Drawings: Successful contractor shall provide six (6) sets of drawings that will delineate the entire portable artificial in fill turf system installation and removal process and shall be in AutoCAD 2000 format. Submittals to include shop drawings with all field dimensions, field markings and details for Major League Soccer and NCAA Football, layout of turf rolls, attachment methods, and identification of all equipment, tools, and material necessary for the installation and removal of the portable artificial in fill turf system. Paint and storage requirements will also be identified as per the requirements described in the bid document.

Submit drawings for installation details, attachment details if required, edge details, goal post provision details.

- b. Product Data: Submit data on specified products, describing physical and performance characteristics, sizes, patterns, colors and method of installation.
 - c. Submittals shall be delivered via certified mail to Jim Mery, Operations Manager, (210) 207-3751, 100 Montana St. San Antonio, Texas within 10 calendar days after delivery of a signed contract to the successful contractor.
6. The Alamodome facility is accessible 24-hour, 7 days a week and the successful contractor shall have the opportunity to work as necessary to complete the project in the time allowed by Alamodome Management which includes the installation, removal and storage. Contractor must provide a proposed schedule in writing and submit for approval by Alamodome Management prior to start of delivery and fabrication of turf system. The schedule will be approved and signed by the Alamodome Director.
 7. The contractor shall be responsible for all Local, State and Federal permits and building inspection requirements to fabricate and install the turf system. Local Fire Marshall coordination and approval is required. (The Alamodome Fire Marshall is Earl Crayton, 210-207-3695.) Plans must be approved prior to start of work. The proposed system and related tools and equipment shall successfully address all current safety requirements involving the storage, transportation, and use of the system. The portable artificial in fill turf system shall be constructed of materials that will pass all fire tests suitable for an indoor facility as required by the Fire Marshall.
 8. Non-Performance. Successful contractor may be removed for non-performance if the system installed by the successful contractor does not perform accurately, or if the system does not perform for the purpose for which it was designed. If any problems arise, during any phase of installation, with the successful contractor's performance, the City of San Antonio will provide a written notice to the contractor to resolve the problem. If the problem has not been satisfactorily resolved within 5 calendar days, the City will give the contractor written notice to vacate the premises. The contractor shall have 8 hours to vacate the premises following delivery of City's notice to do so and the contractor's performance bond will be put into effect.
 9. Patents/Copyrights. The successful contractor agrees to indemnify, defend and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied. Successful contractor agrees to indemnify, defend and hold the City harmless from any patent or similar proceedings that are based on products sold by the successful contractor hereunder. Successful contractor shall defend any such suits at its own expense, and the City shall have the right to have any such litigation monitored by its own counsel.
 10. The finished playing surface shall appear as natural grass with no irregularities and shall provide a surface for excellent traction for the conventional athletic shoes of all types. The installed system shall be ideal for professional football, NCAA football, and soccer play of all levels.
 11. Portability. The proposed portable artificial infill turf system shall accommodate removal, storage, and installation within a time frame similar to those existing at the Alamodome in order to maintain a superior level of service and function. As a multipurpose facility, the Alamodome requires the ability to reconfigure from a football configuration to an arena configuration (and vice versa) within 36 hours

with this proposed turf system. Contractor must accurately identify the time and resources required to achieve conversions (or reconfigurations). The portability of a superior quality, widely accepted turf system is of utmost importance to the Alamodome. The system must be able to handle the dynamic conditions anticipated to occur in support of the event schedule already in place.

12. Turf Paint Requirements. The Alamodome must have the ability to allow clients to paint event-specific logos on the proposed portable, artificial infill turf in a reasonable timeframe, and the painted turf must be capable of enduring football and/or soccer play with minimum loss of definition. The proposed system shall allow for the capability to paint 50-yard line logos and end zone logos and be able to maintain the appearance for the duration of the event, which is usually 2 to 4 days of activity on the field. The proposed turf system must be capable of accommodating customized painting for specific events. Paint on the proposed turf system must be completely removable to allow painting for a different event within 12 hours to allow painting for a different event. The contractor as part of the bid submittal process contractor will provide written procedures for the application and removal of paint.
13. Storage Requirements. The Alamodome has approximately 2,796 S.F. of storage space for the existing AstroTurf within the Alamodome field level space. As part of the bid submittal process the contractor must provide all information in reference to storing the proposed portable artificial in fill turf system either in the existing storage space or make recommendations as to the location and process of storing the turf.
14. All bidders must submit to the Alamodome the following:
 - a. The contractor shall submit to the Alamodome a 15' wide x 15' long sample of the exact artificial turf system that is being proposed and shall be complete with all specified material including the pad.
 - b. The contractor shall provide evidence, direct from the turf manufacturer that the installer is certified to install this type of artificial in fill turf installation.
15. Turf Replacement Schedule: As part of this bid, the contractor shall provide a new portable artificial infill turf system in year four and year eight of the anniversary date of the initial installation. The contractor will assume ownership of the pre existing turf and is responsible for removing the pre existing turf during the replacement process as identified in the bid document. Upon acceptance, the new installed turf will become the property of the City of San Antonio. During year four and year eight, the contractor shall provide written specifications of the manufacturers latest turf system to be approved for installation by the Alamodome Director. This turf system shall be the most advanced and updated turf system that is available to provide the alamodome the portability and use as is approved for year 1 thru year 4. The contractor shall provide specifications and samples of the turf system to match performance and technical requirements that are listed in the bid documents.
16. Warranty and Maintenance Manuals: A minimum of fifteen (15) maintenance manuals with all warranty information shall be bound and delivered at the end of the project to Jim Mery, Alamodome Operations Manager. Information must include complete procedural and maintenance information, detailed parts lists including diagrams with manufacturer's numbers, and any other pertinent information that will detail to Alamodome staff all methods of maintenance. Manuals must identify all limitations or conditions, which would result in the City of San Antonio being unable to receive repair or replacement at no cost of the proposed artificial turf surface (including backing and pad) within warranty period. Submit a copy of the Manufacturers Warranty that guarantees the usability and playability of the

artificial turf system for its intended uses for a Four period commencing with the final acceptance of the field. Manufacturer and contractor shall certify the portable artificial turf system ASTM F355 G-Max shall not exceed 130 during the warranty period. Warranty shall not be limited by amount or type of use if proper protection is taken by the owner as outlined by the contractor.

TURF SYSTEM MATERIALS SPECIFICATIONS

1. Fiber shall be polyethylene, low friction fiber, TtC made in Holland or approved equivalent. Manufacturer must have produced fiber for more than 1 year and the production facilities in the US. Proof must be given that the company has produced a Monofilament Fiber Technology. Systems that use polyethylene/polypropylene blended fibers and systems that include any type of nylon fibers are unacceptable.
2. Fiber Material/Characteristics will be Texturized Monofilament fiber. For the proposed removable system the monofilament fiber with texturization is essential. Texturizing the yarn creates a more non-directional surface and allows it to lock the rubber in. This will minimize the amount of rubber lost during take up and re-installation.
3. Fiber weight per square yard shall be not less than 44 oz./S.Y.
4. Pile Height Finish shall be 2.25" (+/- 1/8"). Tufting gauge shall be 1/2".
5. Primary Backings: Backings Material (Three Components) will be Dual Woven Polypropylene and w/DS Re-enforcement. Total Primary Backing Weight will be 10.74 oz./S.Y.
6. Secondary Backing: Secondary Backing Material will be Low Filler Polyurethane backing, heat activated to permanently lock fiber tufts in place. Total Secondary Backing Weight will be 30 oz./S.Y. Total Weight of Fiber, Primary Backings, and Secondary Backing will be 84.74 oz./S.Y.
7. Total Widths of the turf system will be 15' wide rolls. The rolls shall be of sufficient length to go 3' outside of football sidelines, approximately 166 l.f.. Seams will not be acceptable between sidelines.
8. Turf widths along sidelines will be approximately 136 l.f. long (see attached drawing)
9. In fill Material shall consist of a non compacting specifically graded SBR rubber. In fill material shall weight 2.25 pounds per square foot and the mesh size for the in fill material shall be 10 to 20. All in fill material shall be metal and fiber free.
10. Padding: Padding material shall be high density PVC Foam. Weight of padding material will be 10 lbs per cubic foot. Padding Material shall be 1/2" thick and shall be 15' wide
11. Overall height of total system shall be approximately 2 1/2" total height
12. Overall weight of yarn, backing, and infill shall be 2.85 lbs per sf + pad weight.
13. The turf contractor and manufacturer shall guarantee a G-Max rating below 150 for the term of the turf installation. Actual test and results shall be submitted to the Alamodome Director before final acceptance. Should the G-Max rating not fall within the acceptable rating of 150, the contractor shall

provide all labor and material to bring the turf into the acceptable rating. All testing shall be at the expense of the contractor.

14. Contractor to provide approximately 4980 sf. of additional turf to be used as change out end zone turf pieces.
15. Velcro shall be hook and loop Velcro, minimum 6 inches wide.
16. Spare Turf. Contractor to provide two additional end zone pieces and shall be included in the price of the turf system.
17. Spare Infill: Provide 500 pounds of spare infill rubber.

INSTALLATION REQUIREMENTS

1. Initial Installation. The proposed turf system shall be installed in full compliance with the manufacturer's recommendations and requirements. The successful bidder shall protect all areas adjacent to the Alamodome floor during the installation work to prevent damage. All work areas shall be left clean and all debris removed from site at the end of each workday. All work shall be performed by trained technicians skilled in the installation of the portable artificial infill turf systems in a sports field environment, and a sufficient number of technicians shall be provided in order to accomplish the installation in a timely and professional manner. All work shall be performed under the direct supervision of qualified, on-site personnel. All work shall follow the approved schedule as coordinated with the Alamodome staff. Staging areas shall be designated for the storage of the successful bidder's equipment.
2. Contractor to work with the Alamodome Director to establish the time frame required to fabricate and install the complete portable artificial in fill turf system including the removal and storage at the Alamodome. Contractor will provide in the bid response the proposed time required to meet the project deadline. The Alamodome Director shall approve final time allotted. The contractor is encouraged to perform installation in evenings, nights and weekends as required to meet the coordinated schedule and the Alamodome will make efforts to facilitate access during these hours.
3. The rubber base pad will be installed directly over the concrete floor. Contractor to provide all labor and equipment to clean and prepare the floor to receive the pad.
4. The full width rolls of artificial in fill turf shall be laid out across the field as per the attached drawing showing the proposed pattern. Contractor shall follow the proposed pattern.
5. The infill material shall be spread evenly with a large top dresser spreader and brushed in with a motorized rotary nylon broom (laymore sweeper). The contractor shall prevent the excess spread of rubber during top dressing operations. Area shall be clean of debris at all times.
6. The attached drawing shows all permanent in laid marking and shall be installed as per the manufacturer's recommendations.
7. As part of the replacement schedule, the contractor will provide all labor, material, and equipment and will be responsible for the removal of the pre existing infill turf system as identified in the replacement

schedule. Contractor will provide a schedule for the installation of the new infill turf system that will be approved by the Alamodome Director prior to start of any removal or installation procedures.

Workers' Compensation Insurance Coverage.

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 contractors, 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.

PRICE

1. The contractor is requested to bid the project by pricing the initial turf system and each renewal period. Provide a total sum for all periods. See Price Schedule.
2. As part of the price schedule, the contractor is requested to provide a lease option payment schedule with the approved financial guidelines that will be reviewed and approved by the City of San Antonio.
3. As part of the bid submittal, contractor is to provide written procedures for the application and removal of paint. Also provide all information in reference to storing the proposed portable artificial infill turf system in the existing storage space or make recommendations as to the location and process of storing the turf system.

Contact Persons:

For technical questions, please contact Jim Mery at (210) 207-3751. For additional information, please contact James Horst, Senior Buyer at (210) 207-4048.

PRICE SCHEDULE

ITEM 1: Complete

Furnish a portable artificial in fill turf system, according to bid specifications, general requirements, and drawings for the initial installation.

PRICE: \$ 736,250.00 Complete

(This represents an annualized cost of \$184,062 over the 4 year life of the turf.)

Furnish a portable artificial in fill turf system, according to bid specifications, general requirements, and drawings for year four of the anniversary date of the initial installation.

PRICE: \$ 496,969.00 Complete

(This represents an annualized cost of \$124,242 over the 4 year life of the turf.)

Furnish a portable artificial in fill turf system, according to bid specifications, general requirements, and drawings for year eight of the anniversary date of the initial installation.

PRICE: \$ 607,406.00 Complete

(This represents an annualized cost of \$151,851 over the 4 year life of the turf.)

\$ 1,840,625.00 Total Price

(Annualized over 12 years, the yearly cost would be \$153,385 per year.)

ITEM 2: Lease Option

Furnish a portable artificial in fill turf system, according to the bid specifications, general requirements, and drawings for the initial installation and anniversary dates of years four and eight.

Annual Lease Payment: See attached letter on leasing prices.

PRICE: \$ _____ Annually

\$ _____ Total Price

ITEM 3: Storage Facility

Recommended turf storage facility as per page 10, Specifications and General Requirements.

\$ 240,166.00 Complete

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "BID TO FURNISH PORTABLE ARTIFICIAL INFILL
TURF SYSTEM AT THE ALAMODOME"
BIDS TO BE OPENED: 2:00 P.M., MAY 21, 2004
BID NO.:04-062

REMARKS:

**ADDENDUM
TO
AGREEMENT FOR PORTABLE ARTIFICIAL
INFILL TURF SYSTEM AT THE ALAMODOME**

WHEREAS, the Parties hereto intend to enter into the Agreement for Portable Artificial Infill Turf System ("Agreement"), pending approval by the City Council of San Antonio;

WHEREAS, this Addendum to the Agreement is intended to clarify certain terms and provisions of the contemplated Agreement, prior to City Council approval; and

WHEREAS, this Addendum shall be attached and incorporated into the Agreement for all purposes.

The Parties hereto agree as follows:

The following language shall be inserted at the end of Section 15 "Performance Specifications" in order to clarify the meaning of "turf replacement options":

In accordance with Section 13(c) "Contract Termination",
The City may, in its sole discretion and at its sole option,
decide not to exercise either or both of the turf
replacement options provided herein and opt to retain the
turf in its possession. Should the City decline to exercise
the turf replacement option in year four, the turf
replacement option in year eight shall still be available to
the City, should the City so elect. The City shall give
Contractor 120 days notice prior to the end of year four or
year eight should the City decide not to exercise the
respective turf replacement option.

Except as otherwise expressly clarified hereby, all terms and provisions of the Agreement are confirmed and shall have full force and effect, enforceable in accordance with their terms.

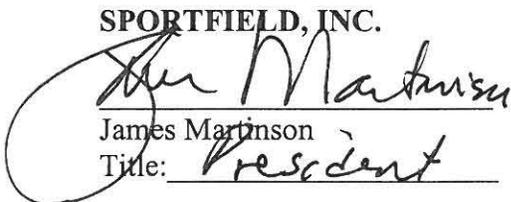
EXECUTED AND SIGNED this 23 day of June, 2004.

CITY OF SAN ANTONIO



Janie Cantu, Director
Purchasing Department

SPORTFIELD, INC.



James Martinson

Title: President

CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PURCHASING & GENERAL SERVICES DEPARTMENT

CONSENT AGENDA
ITEM NO. 9

TO: Mayor and City Council

FROM: Janie B. Cantu, Director of Purchasing & General Services;
Michael Abington, Director of Alamodome

THROUGH: Terry M. Brechtel, City Manager

COPIES: Erik J. Walsh, Assistant to the City Manager;
Roland A. Lozano, Assistant to the City Manager;

SUBJECT: Portable Artificial Infill Turf System At The Alamodome

DATE: June 24, 2004

SUMMARY & RECOMMENDATION:

This ordinance authorizes the Purchasing & General Services Department to accept the low responsive bid submitted by March Construction Inc./Sportfield Athletic Surfaces, LLC to provide the City of San Antonio Alamodome Department with a portable artificial infill turf system.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The attached tabulation of two bids to provide the City of San Antonio Alamodome Department with a portable artificial infill turf system is hereby submitted for council consideration and action. Field Turf International submitted a voluntary alternate bid on a tray system, which was not considered by the Alamodome because it did not meet the specified bid requirement of the rolled-up system. The low responsive bid was received from March Construction Inc./Sportfield Athletic Surfaces, LLC for a total of \$1,840,625.00, for the initial installation, year four option and year eight option.

The Alamodome currently has an Astro Turf System, which was originally installed when the Alamodome was completed in May 1993. This turf system needs to be replaced due to the age, condition and increasing demands of events. This bid provides for a new "infill" turf system to be initially installed by mid August, 2004 upon acceptance; then, at the option of the City, replaced with a new turf system in year four, and again in year eight. This will ensure the facility's viability in attracting premier events with state-of-the-art turf, including football, domestic and international soccer.

POLICY ANALYSIS:

This contract will provide the City of San Antonio Alamodome with 105,300 square feet of a portable artificial infill turf system. This turf system can be used for a variety of sporting events such as professional football, NCAA football and soccer play of all levels. In addition, March Construction Inc./Sportfield Athletic Surfaces, LLC will furnish all labor, materials, delivery, fabrication, installation and training. Also included is the necessary performance bonds and insurance.

FISCAL IMPACT

The total cost of this contract is \$1,840,625.00, to be paid out as follows:

Initial Installation	\$736,250
Year Four Option	\$496,969
Year Eight Option	\$607,406

Funding for the initial installation and first four years of the “infill” turf system will be provided by the State’s NCAA Final Four reimbursement (pursuant to Article 5190.14 Section 5a, Vernon’s Texas Civil State Statute-“Other Events Trust Fund”. If the City decides to exercise its option, the year four and year eight “infill” turf system replacement will be funded through sources to be identified at that time, upon City Council approval.

COORDINATION

This item has been coordinated with the City of San Antonio Alamodome Department and the Finance Department.

SUPPLEMENTAL INFORMATION:

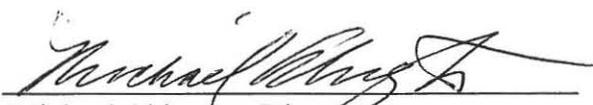
This contract was developed utilizing the formal competitive bid process; therefore, an Ethics Disclosure Form is not required.

ADDITIONAL INFORMATION:

The City of San Antonio Purchasing Department advertises bids in the Daily Commercial Recorder, La Prensa, The San Antonio Observer, and the San Antonio Express-News. This office also advertises bids on Public Access Channel 21, the Purchasing Website and utilizes the services of Demandstar.com to notify registered vendors of City bids.

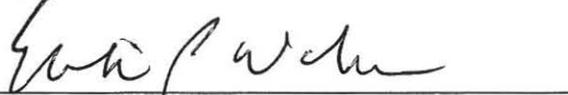


Jamie B. Cantu, C.P.M., Director
Purchasing & General Services



Michael Abington, Director
Alamodome

Approved:



Erik J. Walsh, Assistant to the City Manager
City Manager’s Office



Roland A. Lozano, Assistant to the City Manager
City Manager’s Office