

AN ORDINANCE 2013 - 11 - 21 - 0784

AUTHORIZING THE PURCHASE, FABRICATION, DELIVERY AND INSTALLATION OF A NEW 1,100 SQUARE-FOOT MODULAR CONCESSION AND RESTROOM BUILDING, FROM RESTROOM FACILITIES, LTD. FOR A TOTAL COST OF \$377,000.00, FROM 2012-2017 BOND PROGRAM FUNDS, AVAILABLE IN THE FY 2012 - 2017 CAPITAL IMPROVEMENT BUDGET.

* * * * *

WHEREAS, an offer was submitted by Restroom Facilities, Ltd., through the Texas Local Government Purchasing Cooperative (a.k.a. the "Buyboard"), to provide the City with a new 1,100 square-foot modular concession and restroom building for a total cost of \$377,000.00; and

WHEREAS, this purchase meets the requirements under the terms of the Texas Local Government Purchasing Cooperative agreement adopted by the City of San Antonio by Ordinance No. 97097 on January 30, 2003; **NOW THEREFORE:**

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

SECTION 1. The offer from Restroom Facilities, Ltd. to provide the City with a new 1,100 square-foot modular concession and restroom building for a total cost of \$377,000.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Payment in an amount not to exceed \$377,000.00 in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 40-00394, Stinson Park, is authorized to be encumbered with a purchase order and made payable to Restroom Facilities, Ltd. for purchase, fabrication, delivery and installation of a new 1,100 square-foot modular concession and restroom building.

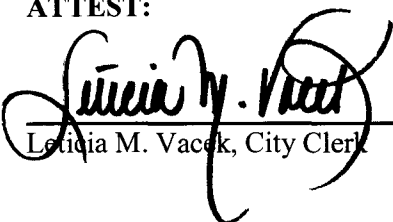
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

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

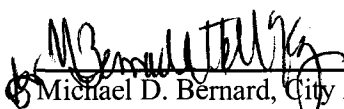
PASSED AND APPROVED this 21st day of November, 2013.


M A Y O R
Julián Castro

ATTEST:


Leticia M. Vaccaro, City Clerk

APPROVED AS TO FORM:


Michael D. Bernard, City Attorney

Agenda Item:	10B (in consent vote: 5, 6, 7, 8, 10A, 10B, 11, 12, 13, 14, 15, 16B, 19, 20, 21, 22, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38, 40, 41, 42, 43, 44, 45, 46)
Date:	11/21/2013
Time:	12:17:52 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the purchase, fabrication, delivery and installation of a new 1,100 square-foot modular concession and restroom building from Restroom Facilities, Ltd. for a total cost of \$377,000.00 from 2012-2017 Bond Program funds, available in the FY 2012 - 2017 Capital Improvement Budget.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Carlton Soules	District 10		x				



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100003577

STINSON PARK PREFABRICATED CONCESSION/RESTROOM BUILDING

Date Issued: OCTOBER 18, 2013

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM OCTOBER 22, 2013

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:
Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"STINSON PAK PREFABRICATED CONCESSION/RESTROOM BUILDING"

Offer Due Date: 10:00 A.M., OCTOBER 22, 2013

RFO No.: 6100003577

Offeror's Name and Address

Bid Bond: No Performance Bond: No Payment Bond: No Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements:

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * No

Staff Contact Person: JORGE D FIGUEROA, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966
Email: JORGE.FIGUEROA@SANANTONIO.GOV

SBEDA Contact Information: SHUCHI NAGPAL, 210-207-0071, SHUCHI.NAGPAL@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified Items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before ONE calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. 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 City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(e) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or 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.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Scope of Work. The City of San Antonio is requesting an offer from a vendor to furnish all labor, materials, equipment and supplies necessary for the construction, delivery and installation of a Pre-Fabricated Restroom Building for the Stinson Park 5 Diamond Little League as described herein and shown on the Floor Plan attached hereto as Attachment D. The Pre-Fabricated Restroom Building shall be installed on a level, compacted foundation pad provided by the City of San Antonio (City). The installation shall consist of an above ground, CMU block walls modular structure with attached reinforced concrete slab floor and foundation integral with all functioning equipment, fixtures, and finishes, as indicated below and on the attached floor plan and specifications. Any reference to "or equal" in these specifications means a product that is the equivalent of the one specified as determined solely by City.

Part 1 General Requirements

1. Vendor Requirements.

- 1.1 The Vendor shall supply all labor, materials and equipment 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. Vendor shall provide full time supervision and properly skilled craftsman to perform the work required under this contract.
- 1.2 Vendor to provide a Project Manager to oversee and coordinate activities associated with delivery, installation, finish out and acceptance of building.
- 1.3 Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades.
- 1.4 Measurements. Before ordering any material or doing any work the Vendor shall verify all required measurements and shall be responsible for the correctness of same. No exchange or compensation will be allowed on account of differences.
- 1.5 Plans, Specifications and Calculations. Vendor shall follow its floor plans for this prefabricated building, which are attached hereto as Attachment D, and incorporated for all purposes.
- 1.6 The vendor shall confine his operations and work force to the space allowed by law and as allotted by the owner. The vendor at his expense shall protect and be responsible for any damage to adjacent property.
- 1.7 The vendor shall furnish and pay for all means of removing all trash and debris generated by this work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the surrounding areas. Upon completion of the work, the area shall be left clean and free of any and all trash, scraps, cartons, etc.
- 1.8 Close Out. Vendor's Project Manager shall walk City's departmental representatives through the modular building to ensure that the work has been accomplished in accordance with the terms and conditions of this contract and address any repairs or other items that require attention. Upon completion of "walk-through", a recap of any repairs, adjustments or items that need to be replaced will be prepared, parts ordered and the work scheduled to be accomplished in a timely manner. If none of the "punch list" items prevent the City from occupying the building and the City has accepted the work as substantially complete, the City may occupy the building at this time.

2. Warranty.

- 2.1 The Vendor shall furnish to the City a one-year written manufacturer's warranty on materials and workmanship. The guarantee is to be effective from date of acceptance. Any work found to be defective due to workmanship or materials shall be repaired or replaced by the Vendor at no cost to the City.

3. City Responsibilities and Related Vendor Responsibilities.

- 3.1 City shall be responsible for all work required by local building code or as a result of local plan review and permitting (all building permits and fees) – including connections to existing utilities.
- 3.2 City shall provide an installation site with free and easy access to a clear, level, stable surface with a soil bearing capacity of 2,500 per sq. ft. or better. City shall be responsible for any excavation, clearing, grubbing, etc. that is required to provide an acceptable site as specified by the building manufacturer.
- 3.3 The installation site shall be of sufficient size to accommodate the proposed building and comply with all required setbacks and separations from property lines, streets, adjoining buildings, etc.
- 3.4 City shall be responsible for all utility construction, extension and connection to the prefabricated building.
- Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by Vendor), within 6' of the building line at the location shown on plans.
 - Water: Vendor will furnish and install a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. City will connect service to valve.
 - Sewer: Vendor will furnish and install a sewer point of connection from mechanical chase to a Christy box six feet from the building line. City will connect service.
 - Electrical: Vendor will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. City to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by Vendor, except as noted above in exclusions.
 - Vendor must test for any leaks on the building; If the utilities are not available when vendor departs the site, testing and minor leaks will be the responsibility of the City.
 - A minimum of three 1½" lines with 25 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed.
 - Vendor requires that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. Vendor requires that final inspection and acceptance by owner and building officials be performed immediately following completion of installation. Vendor also requires final inspection and acceptance immediately following conclusion of any correction items.

Site Access and Storage:

City shall provide suitable access to allow a crane (up to 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by City. City is responsible for removing any overhead obstructions (i.e. power lines, trees). Vendor shall provide a 110 ton crane with access to within 25' of the building pad. A direct route to the project site is assumed.

4. Prefabricated Building Specifications.

- 4.1 Vendor shall provide the City with building plans and specifications to be used in applying for local building permit(s).
- 4.2 The proposed prefabricated building is to be constructed in accordance with the model building codes and standards adopted by the State of Texas.

Any differences with other building codes, standards or regulations not identified in this contract, but that may apply to this project, or as a result of local plan review and permitting, will be addressed as a no cost change order to this contract.

5. Delivery and Installation Schedule. Delivery and installation shall be completed within 75 to 90 calendar days after award by Council (to be coordinated with the City). City shall have no liability for damages due to delay with this schedule on City's part.

6. Delivery Address.

Stinson Park 5 Diamond Little League
900 March Ave
San Antonio, TX 78214

7. BUILDING CODES AND DESIGN

A. The building shall be constructed and installed in compliance with the codes designated by The State of Texas Department of Licensing and Regulation (TDLR), Industrialized Housing and Building Code Council (IHBC) as follows:

- a. National Electrical Code (NEC), 2011 Edition
- b. International Building Code (IBC), 2009 Edition, including appendices C, F, and K
- c. International Plumbing Code (IPC), including appendices C, E, F, and G
- d. International Energy Conservation Code (IECC), 2009 Edition
- e. Architectural Barriers Texas Accessibility Standards (TAS), 2012 Edition

B. Vendor shall provide full and complete engineered plans for the building and the foundation design. A Structural Engineer licensed in the State of Texas shall stamp the plans.

C. Plans shall bear the stamp of the State of Texas IHB. Each module, prior to shipment from manufacturing facility, shall have a State of Texas IHB insignia affixed to the building per TDLR regulations.

8. QUALITY ASSURANCE

A. The building shall be sold, designed, manufactured, and shipped from a single source location Vendor to the City. This is to facilitate the ability for City Officials to travel to one location to examine the sales office and manufacturing facility, if deemed necessary. For this reason, subcontracting or outsourcing is not allowed.

B. Vendor/Vendor shall be an experienced design/build specialist in public restroom buildings, with a minimum of five (5) years experience constructing prefabricated modular restrooms at a fixed location.

C. The Vendor shall be licensed with the TDLR, IHBC as a manufacturer to construct and install closed wall modular buildings.

Product Liability

1. Vendor is responsible for incorporating all applicable codes requirements set forth by the State and any special local requirements. As such, Vendor shall provide a certificate of product liability insurance covering personal injury and property damage.

9. SUBMITTALS

A. Submit four (4) sets of shop drawings including floor plans, elevations, design criteria, schedules and schematics, and two (2) sets of structural calculations signed and sealed by a Structural Engineer licensed to practice in the State of Texas, responsible for their preparation, along with a State of Texas IHB approval stamp.

B. Submit two copies of all operating and maintenance manuals and literature supplied with building hardware and accessories.

PART 2 – BUILDING SPECIFICATIONS

10 MANUFACTURER

A. The manufacturer of the prefabricated restroom building shall be Restroom Facilities Ltd (RFL).

B. Point of Contact information for Vendor is as follows:

Carl Hackney
1707 Colt Circle
Marble Falls, Texas
800-447-6570, extension 102
carl@corworth.com

11. FLOOR / FOUNDATION

A. The floor/foundation for the modular restroom shall be a prefabricated 8-inch thick monolithic 5,000psi concrete mat slab shipped integral with the restroom building. The slab reinforcing shall be #3 and #5 grade 60 deformed rebar, placed and tied per the structural engineered drawings continuously throughout. Number 3 grade 60 vertical rebar for CMU walls shall be incorporated into the slab reinforcing rebar to a minimum length of 18", bent to vertical 90 degrees and extended above the concrete slab a minimum of 24". Doweling of the vertical CMU reinforcing steel into the mat slab is not permitted. The slab shall be designed to allow relocation of the slab and building intact at any future date with built-in lifting hardware.

B. Concrete shall cure for a minimum of 14 days before moving and have a minimum 28-day compressive strength of 5,000 psi.

C. The floor/foundation shall contain a concrete encased electrode consisting of 20' of bare copper conductor (No. 4 AWG) located near the bottom of the foundation, and encased in a minimum of 2" of concrete. Stub the ground conductor up through the foundation near the panel board location.

D. A 6-mil thick vapor and moisture barrier shall be placed on the leveled building pad prior to setting of the building. Barrier shall extend at least 12" beyond building footprint.

12. WALL SYSTEMS

A. Walls to 7'-4" above finish floor (AFF) shall be 4"-thick hollow load-bearing concrete masonry units and shall conform to UBC Standard 21-4, Grade N, and ASTM C-90. All units shall be medium weight. Wall system to be solid grout filled and to receive steel reinforcement throughout.

B. Walls above 7'-4" shall be framed with 2x kiln dried, #2 or better, SYP at 16" on center, nominal. Framing to be coated with Eco Red Shield preservative which is a proprietary broad spectrum anti-fungal, mold and termite blend with fire inhibiting chemicals. Red Shield is an approved product treatment through testing in accordance with ICC-ES Acceptance Criteria AC433 demonstrating full compliance as stated with an Engineering Services Report (ESR-3255). Wall system shall be anchored to block wall with 5/8" diameter all-thread 16" minimum into block.

13. INTERIOR FINISHES

A. Restroom, Concession and Pantry floors to receive a two coat 100% solids modified epoxy floor coating system at 30-50 mils in thickness. To have a compressive strength of 15,000 psi per ASTM C579, flexural strength of 17,000 psi per ASTM D790, tensile strength of 11,300 psi per ASTM D307, Hardness Shore D of 82-85 per ASTM D2240 and a Taber Abrasion per ASTM D4060 of loss/1000 cycles = 25mg using CS 17 wheels. Epoxy coating to be run 4" up the wall for an integral cove base. City to make color selection from manufacturer's provided color chart.

B. Chase and Utility floors shall receive a light broom finish with no more than a 0.60 coefficient of friction. To receive a high solids, non-yellowing curing and sealing compound.

C. Restroom, Concession and Pantry walls shall be 7'-4" AFF to be CMU block, precision finish. Walls shall receive one coat of prime & fill acrylic block filler, one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Finish paint shall contain anti-microbial agent and be USDA acceptable. Color of paint shall be White.

D. Restroom, Concession and Pantry walls above 7'-4" shall be Class "A" rated fiberglass reinforced concrete (FRC) panels. Panels to be blind fastened, filled and sanded, with a light texture finish. Panels shall receive one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Finish paint shall contain anti-microbial agent and be USDA acceptable. Color of paint shall be White.

E. Chase and Utility walls not exceeding 7'-4" shall be CMU block, precision finish. These portions of walls shall receive one coat of 100% acrylic primer. Color shall be Gray.

F. Chase and Utility walls above 7'-4" shall be 5/8" structural rated, exterior grade OSB glued and screwed to gable wall framing. These portions of walls shall receive one coat of 100% acrylic primer. Color to be Gray.

G. Restroom ceilings shall be exposed plank and beam and shall receive two coats of Superdeck stain or equal, with color to be Redwood.

H. Concession ceilings shall be Class "A" fire rated fiberglass reinforced concrete (FRC) panels, blind fastened to steel framed walls with #6 x 1 1/4" screws, filled and sanded, with a light texture finish. These ceilings shall receive one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Finish paint shall contain anti-microbial agent and be USDA acceptable. Color of paint shall be White.

14. DOORS & WINDOWS

A. Restroom, Concession and Chase doors shall be 1 3/4" thick, full-flush, 16-gauge steel face with stiffening ribs. Door jambs shall be 16-gauge steel. Doors and jambs shall receive one coat of DTM acrylic urethane Gray primer and two coats of DTM acrylic urethane tint base. City shall make color selection from manufacturer's provided color chart.

B. Hinges for exterior doors shall receive Roton continuous geared fully concealed leaf to ANSI/BHMA A156.26, aluminum; manufactured of 3 interlocking aluminum extrusions (2 hinge leaves and 1 cover channel), door leaf and jamb leaf geared together for entire hinge length and joined by cover channel.

C. Pantry and Utility doors to be 1 3/8" thick, 2-panel composite wood with molded panels. Door and jambs shall receive one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Color of paint shall be White.

D. Door hardware is as follows (or equal):

Restroom and Concession Doors

Roton 780-224HD hinge

Schlage B662 deadbolt, key/key

Ives 8111-5 Pull Handle

LCN 1461 CUSH door closer

Ives 8400, 10" high stainless steel kick plate (inside only)

Chase Door

Roton 780-224HD hinge

Schlage B660P deadbolt, key/thumb turn

Ives 8111-5 Pull handle

Pantry and Utility Doors

Everbilt 3-1/2 satin nickel butt hinge, 1-1/2 pair

Schlage F51-ACC-619 Leverlock, key/blank

E. Concession area gable windows shall be single pane, fixed 1/2" thick obscured polycarbonate set into a welded steel angle frame and supports. Steel frame to receive one coat of DTM acrylic urethane Gray primer and two coats of DTM acrylic urethane tint base. Owner to make color selection from manufacturer's provided color chart. Color shall match the roof.

15. ROOF

A. Roof structure shall be 5/8" OSB over 2x8 kiln dried #2 or better SYP rafters at 24" on center, nominal. Roof framing shall be coated with Red Shield. There shall be no roof penetrations except that of utilities.

B. Roof finish shall be Metal Sales Image II or equal 26-gauge standing seam metal panels over 30lb. felt paper. City shall make color selection from manufacturer's provided color chart.

C. Rake and fascia shall be kiln dried 2x SPF and coated with Clear Shield, one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. City to make color selection from manufacturer's provided color chart.

16. EXTERIOR FINISHES

A. Exterior of block shall be split face, and shall receive one coat of prime & fill acrylic block filler, one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. City shall to make color selection from manufacturer's provided color chart.

B. Exterior finish above 7'-4" shall be James Hardie Hardiplank® or equal fiber reinforced cement horizontal lap siding, 7" weather, and shall receive one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. City shall make color selection from manufacturer's provided color chart.

17. VENTILATION & INSULATION

A. Exterior gable walls where shown on drawings shall receive custom fabricated translucent louvers of obscured polycarbonate in inverted V-pattern mechanically fastened to welded steel angle frame and supports. Steel frame shall receive one coat of DTM acrylic urethane Gray primer and two coats of DTM acrylic urethane tint base. City shall make color selection from manufacturer's provided color chart. Color shall match roof.

B. Gable walls surrounding Concession, Pantry and Utility areas shall receive R-11 batt insulation.

C. Ceilings for Concession, Pantry and Utility areas shall receive R-19 batt insulation.

18 ACCESSORIES AND SIGNAGE

A. All wall mounted toilet accessories shall be installed with stainless steel tamper-resistant screws.

B. Toilet partitions shall be 1" high-density polyethylene plastic (HDPE). Partitions shall receive custom stainless steel pilasters and mounting hardware. Color of partitions and doors shall be Black Paisley. Each toilet stall door shall receive one (1) Bobrick B-212 coat hook or equal.

C. Included accessories are as follows (or equal):

36" Stainless Steel Grab Bar Bobrick B6806.36

48" Stainless Steel Grab Bar Bobrick B6806.48

Stainless Steel 3-Roll TP holder Royce Rolls TP-3

Soap Dispenser, Surface Mounted Bobrick B-2111

D. Signage to be in compliance with ADA and Texas Accessibility Standards for restroom entrances.

19 PLUMBING

A. Plumbing drain, waste, and vent piping shall be schedule 40 PVC with solvent welded connections. All vents through the roof shall be cast iron and capped.

B. Water lines shall be Type L copper above ground and Type K copper below ground. Water supply in building shall have a built-in valve combo including a pressure-reducing valve to 125 psi, an in-line 10-micron filter, and two 125 psi pressure gauges.

C. Incoming water services shall be a 1-1/2" line, 50 gpm and 60psi minimums, including one for each Restroom and one for Concession for a total of three. Incoming water service shall be stubbed up into the Chase and Utility rooms.

D. Each fixture shall be isolated with a ball valve or plumbing fixture flush valve. All flush valves and P-traps for the Restrooms shall be concealed in Chase.

E. Plumbing fixtures shall be vitreous china as follows (or equal):

Water Closet Kohler 4329

Flush Valve Zurn Z-6144-WS1-9L-L3

Urinal Kohler 4960

Flush Valve Zurn Z-6195-WS1-9L-L3

Lavatory Kohler 2031

Metering Faucet Chicago 333-665PSHCP

F. A single Woodford 24-3/4" or equal with vacuum breaker to code shall be installed in the Chase at one of the incoming water service trees.

G. Floors shall drain to integral floor drains with trap primers. Floor drains shall be Zurn Z415-90-2NH w/ 5" B strainer or equal.

20 MECHANICAL

A. Concession, Pantry and Utility spaces shall be conditioned by one BARD unit model W12A2-A0Z 230/208 10,800 BTU or equal exterior wall mounted air conditioner.

21. CONCESSION

A. Food storage/service areas shall have smooth, washable wall and ceiling surfaces, per local code.

B. Concession to receive the following:

a. Free standing commercial grade 6' stainless steel tables as shown on plans.

b. Three commercial grade 6' serving windows with operable 216 square inch sliding window. Serving windows shall be covered with a 1 1/4" thick, full-flush, 16-gauge steel face door with stiffening ribs. Door jambs shall be 16-gauge steel. Doors and jambs shall receive one coat of DTM acrylic urethane Gray primer and two coats of DTM acrylic urethane tint base. City to make color selection from manufacturer's provided color chart.

c. Lambertson QL-3-LIN-18-2D18 or equal 3-compartment stainless steel sink with 16" side boards each side and a Zurn Z-84111 Aquaspec 8" or equal faucet with hot and cold controls. One of the outside sinks shall drain indirectly to floor sink.

d. Two Ceco 908-1-2 or equal 12"x12" white cast iron floor sinks with edges at 2" above finish floor, with one located adjacent to ice machine, one located adjacent to or under 3-compartment sink.

e. Kohler K-2032 or equal hand wash sink with a Chicago 802-665CP or equal faucet.

f. Florestone MSR2424 or equal mop sink with a Kohler Kinlock K-8907 or equal faucet.

g. 1" thick high-density polyethylene plastic (HDPE) screen shall be installed on each side of hand wash sink, with the color of screens to be Black Paisley.

h. Bobrick B-2111 or equal surface mounted soap dispenser next to hand washing sink.

i. Bobrick B-262 or equal surface mounted paper towel dispenser next to hand washing sink.

j. (If required) Grease interceptor - specification, materials and labor are not included in this contract.

22. ELECTRICAL

A. Building shall have a Cutler-Hammer CH42L225G or equal, 225 amp, 120/240V, 1-phase, 3-wire, 42-pole, NEMA type 1 load center. Breakers shall be Cutler-Hammer or equal plug-in type and located in Utility behind Concession to feed load center in Utility between Restrooms.

B. Building shall have a Cutler-Hammer CH16L125B or equal, 125 amp, 120/240V, 1-phase, 3-wire, 16-pole, NEMA type 1 load center. Breakers shall be Cutler-Hammer or equal plug-in type, located in Chase between Restrooms.

C. Restroom lights shall be Kenall, Sentinall S711D or equal, vandal resistant, 42 watt compact fluorescent with a high impact polycarbonate lens. Color of housing shall be White.

D. Exterior lights shall be Kenall, Sentinall S711D or equal, vandal resistant, 42 watt compact fluorescent with a high impact polycarbonate lens. Color of housing shall be Dark Bronze.

E. Concession, Pantry, Utility and Chase lights shall be Lithonia LB-2-32-120-ES, wrap style 2-32 watt bulb, fluorescent fixture, to be 10"W x 48"L, with an acrylic prismatic diffuser and die formed steel frame or equal. Color of housing shall be White.

F. Building shall have Bosch 3000T- ES8 or equal, point of use electric mini tank 12 Amps/120V electric water heater to provide hot water service to sinks in Concession and Utility, to be located in Utility.

G. Building shall have a Leviton 7899W or equal, 20 amp, 125 volt, GFI duplex receptacle located in Chase and Utility near electrical panels and in Concession where shown on plans. Color of cover plate shall be White.

H. Building shall be fitted with integral cast in-ground wires to code, a buried secondary ground rod to code, and a lightning rod properly grounded at each electrical panel.

I. Building shall be fitted with a CorWorth Management System (CMS). CMS shall control water flow, Restroom light timing, exterior light timing and Bard unit thermostat. CMS shall be located in the Utility room behind Concession. This item not included in pricing, but provided by RFL at no extra charge. Vendor hereby grants City a perpetual, irrevocable, royalty free license, solely for City's internal business purposes, to use the CMS.

23 EXTERNAL UTILITY CONNECTIONS

A. All utilities (water, sewer and electrical) shall be stubbed to 6' outside building line, and be terminated in concrete ground boxes properly marked sewer, water and electrical.

B. Flexible Connections: Due to a chance of total and differential settlements, flexible utility connections will be necessary. Ball joints, and sleeve-type or other flexible couplings shall be used when connecting existing utility stub-outs to the building system, as required.

24 SELF CONTAINED UNIT

A. Modular structure shall be constructed as a commercial quality re-locatable building fully preassembled, pre-wired, and plumbed on a concrete slab able to be hoisted as a self-contained unit onto a truck and ready for placement at the pre-designated site prepared pad.

PART 3 – EXECUTION

25. INSTALLATION

A. Installation and/or supervision shall be by Vendor. All materials from the building footprint inward shall be provided by Vendor. DWV and conduits to 6 feet from building line including labeled utility ground boxes shall be included. Vendor shall furnish an underground utility pre-assembled kit that marries to the stub downs from the building utility connections. City's installer shall follow Vendor's instructions and site supervision guidance to assure marriage of the underground system and the above ground utility connections comply with code.

26. RECORD DRAWINGS/MANUALS

A. Vendor shall provide two sets of as-built drawings with the building and two copies of maintenance manuals with all associated parts cut sheets, sources for replacement, and maintenance guidelines. Three (3) sets of keys for each door shall be furnished with building.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 423-13 through BUYBOARD.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

All Or None Bid.

City of San Antonio will make award to one vendor only.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "STINSON PARK PREFABRICATED RESTROOM BUILDING" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following:	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence;
a. Premises/Operations	\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
*b. Independent Contractors	
c. Products/Completed Operations	
d. Personal Injury	
e. Contractual Liability	
f. Damage to property rented by you	f. \$100,000
4. Business Automobile Liability	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
a. Owned/leased vehicles	
b. Non-owned vehicles	
c. Hired Vehicles	

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with 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 City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule

Attachment B – SBEDA Language

Attachment C – Utilization Plan

Attachment D - Vendor's Floor Plans

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. 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. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A WAIVER BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. 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.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. 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 Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and 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 or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY 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. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section 11LC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Contractor or Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information
Please Print or Type
Vendor ID No.
Signer's Name
Name of Business
Street Address
City, State, Zip Code
Email Address
Telephone No.
Fax No.
City's Solicitation No.

10026609
Howard Worthing
Restroom Facilities Ltd
1707 Colt Circle
Marble Falls, TX 78654
howard@corworth.com
512-222-5454
512-222-3154
610003577



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer, a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1 Each	Construction, delivery and installation of a Pre-Fabricated Concession/Restroom Building

Manufacturer Restroom Facilities Ltd

Model Number B937 CN2

UNIT PRICE \$ 377,000

TOTAL PRICE \$ 377,000

Payment Terms: Prompt payment discount % days (if no discount is offered, net 30 will apply).

**Stinson Park Prefabricated Concession/ Restroom Building
Post GSC Instructions**

Solicitation Language

If a restriction on communications applies to your solicitation, ensure the language below is included within the “Restrictions on Communications” section of your solicitation.

Exceptions to the Restrictions on Communication with City employees include:

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact, Shuchi Nagpal, may be reached by telephone at (210) 207-0071 or by e-mail at Shuchi.Nagpal@sanantonio.gov. Contacts to the Small Business Office regarding this solicitation after the solicitation closing date is not permitted.

I. SBEDA Ordinance Compliance Provisions

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as “SBEDA” or “the SBEDA Program”), which is posted on the City’s Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise (“S/M/WBE”) Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation

by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) on an annual basis based upon relative M/WBE availability data to be collected by the City through its Centralized Vendor Registration (“CVR”) system. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract. The M/WBE Annual Aspirational Goals for FY 2013 are:

- Construction – 34%
- Architecture and Engineering – 23%
- Professional Services – 18%
- Other Services – 23%
- Goods and Supplies - 9%

Certification or “Certified” – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function

when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Good Faith Efforts – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE

eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this Agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSAs), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this Agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSAs) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSAs), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined

herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding Agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract Agreement and any contract modification Agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract Agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract Agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this Agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant

Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including

documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO. CONTRACTOR shall require new Subcontractors or Suppliers, prior to submission of CONTRACTOR's Change to Utilization Plan form, to register in the Centralized Vendor Registration system, before seeking SBO approval.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiative to this contract:

None. There are no Affirmative Procurement Initiatives being applied to this contract.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier Agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

**CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

SOLICITATION NAME: *Stinson Park Prefabricated Concession/ Restroom Building*

RESPONDENT NAME: *Restroom Facilities Ltd / Crystal Hardin*

SOLICITATION API: *None*

API REQUIREMENTS: *None*

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: <i>Restroom Facilities Ltd</i>	\$ <i>377,000.00</i>	<i>100</i> %	<i>N/A</i>	<i>15510</i>
SAePS Vendor #: <i>10026609</i>			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	

**** Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit <http://www.sanantonio.gov/purchasing/saeps.aspx>.**

Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
A.Total Prime Participation:	\$	%	A. Total base bid amount to be kept by prime.
B.Total Sub Participation:	\$	%	B. Total amount prime will pay to certified and non-certified subcontractors/suppliers
C.Total Certified Sub Participation:	\$	%	C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above
D.Total Prime & Sub Participation*:	\$	%	D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: Crystal Hardin Sign: Crystal Hardin Title: Sales Representative
Date: 10-22-13

FOR CITY USE

Action Taken: Approved _____ Denied _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

CITY STAMP

STATE STAMP

ENGINEER STAMP

RFI Restroom Facilities Limited
 1397 OLD CIRCLE
 MARBLE FALLS, TX 76663
 817-222-5458

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RFI MODEL #: B937CN2
 PROJECT: MAIN CONCESSION STINSON BALLFIELD SAN ANTONIO, TEXAS

DRAWN BY: RDA

DATE:	
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	

SHEET DESCRIPTION:
 COVER SHEET

SHEET
 CS

LIST OF ABBREVIATIONS

- A.F.F. ABOVE FINISH FLOOR
- B.W. BOTH WAY
- C.L. CENTER LINE
- E.O.S. EDGE OF SLAB
- F.O.S. FACE OF STUD
- F.R.C. FIBER REINFORCED CONCRETE
- F.R.P. FIBER REINFORCED PLASTIC
- I.D. INSIDE DIAMETER
- K.D. KILN DRIED
- MAX. MAXIMUM
- MIN. MINIMUM
- NOM. NOMINAL
- O.C. ON CENTER
- O.D. OUTSIDE DIAMETER
- O.S.B. ORIENTED STRANDED BOARD
- R.S. ROUGH SAWN
- S.S. STAINLESS STEEL
- U.N.O. UNLESS NOTED OTHERWISE
- W.W.F. WELDED WIRE FABRIC

STINSON BALLFIELD
 SAN ANTONIO, TEXAS
 JOB #: 13098

DESIGN CRITERIA

CODE REFERENCE: NATIONAL ELECTRICAL CODE (NEC), 2011 EDITION
 INTERNATIONAL BUILDING CODE (IBC), 2009 EDITION, INCLUDING APPECDICES C, F, AND K)
 INTERNATIONAL PLUMBING CODE (IPC), INCLUDING APPENDICES C, E, F, AND G)
 INTERNATIONAL ENERGY CONSERVATION CODE (IECC), 2009 EDITION
 ARCHITECTURAL BARRIERS TEXAS ACCESSIBILITY STANDARDS (TAS), 2012 EDITION

CONSTRUCTION TYPE: "U"
 RESTROOM OCCUPANCY TYPE: "B2"
 ROOF LIVE LOAD: 20 P.S.F.
 ROOF SNOW LOAD: N/A
 BASIC WIND SPEED: 90 M.P.H. (3 SEC. GUST):
 (ASCE 7-05) 23 PSF M.W.F.R.S.
 WIND EXPOSURE: CATEGORY "C"
 FLOOR LIVE LOAD: 50 P.S.F.
 FOOTING DEPTH:
 SEISMIC CRITERIA: Sds=.097 Sd1=.062
 (EQUIVALENT LATERAL FORCE PROCEDURE) R=5 1=1.0 SOIL CLASS "D". SEISMIC DESIGN CATEGORY A
 ASSUME ALLOWABLE SOIL; PRESSURE: 2,000 P.S.F. PER PROJECT GEOTECHNICAL REPORT
 BUILDING AREA:

SHEET INDEX

- CV COVER SHEET
- A1 FLOOR PLAN
 - A2 FRONT & REAR ELEVATIONS
 - A3 SIDE ELEVATIONS
 - A4 DOOR, WINDOW & ACCESSORY PLAN
 - A5 DOOR & WINDOW SCHEDULES
 - A6 ACCESSORIES SCHEDULE
 - A7 INTERIOR & EXTERIOR FINISH SCHEDULES
 - A8 ADA CLEARNANCES
 - A9 ADA REQUIREMENTS
 - A10 CONCESSION PLAN
- S1 BUILDING SECTION
 - S2 ROOF FRAMING PLAN
 - S3 FRAMING DETAILS
 - S4 FRAMING DETAILS
 - S5 SLAB REBAR PLAN
 - S6 SLAB TO WALL REBAR PLAN
 - S7 STRUCTURE DETAILS
- P1 UNDERGROUND WATER & DWV PLAN
 - P2 WATER SERVICE PLAN
 - P3 DWV PLAN
 - P4 WATER ISOMETRIC
 - P5 WASTE ISOMETRIC
 - P6 PLUMBING SCHEDULES
- E1 ELECTRICAL PLAN
 - E2 ELECTRICAL PANEL "C" SCHEDULE
 - E3 ELECTRICAL PANEL "R" SCHEDULE
 - E4 ELECTRICAL SCHEDULE
 - E5 CMS PLAN & SCHEDULE
- U1 UTILITY SERVICE PLAN (UNDERGROUND)

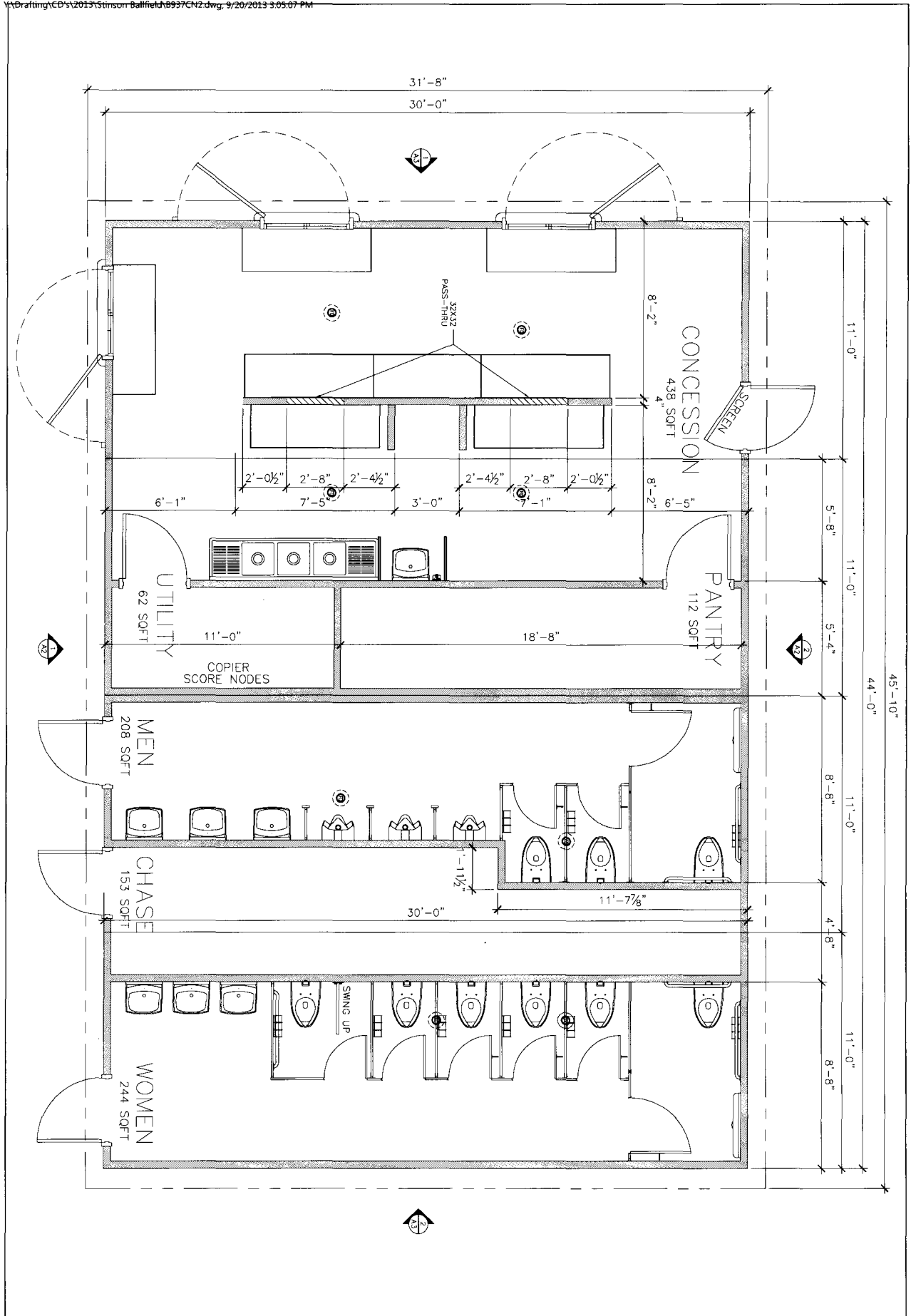
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PROJECT RELEASE

JOB RELEASE BY:	DATE
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△	
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A1
SHEET

SHEET DESCRIPTION:
FLOOR PLAN

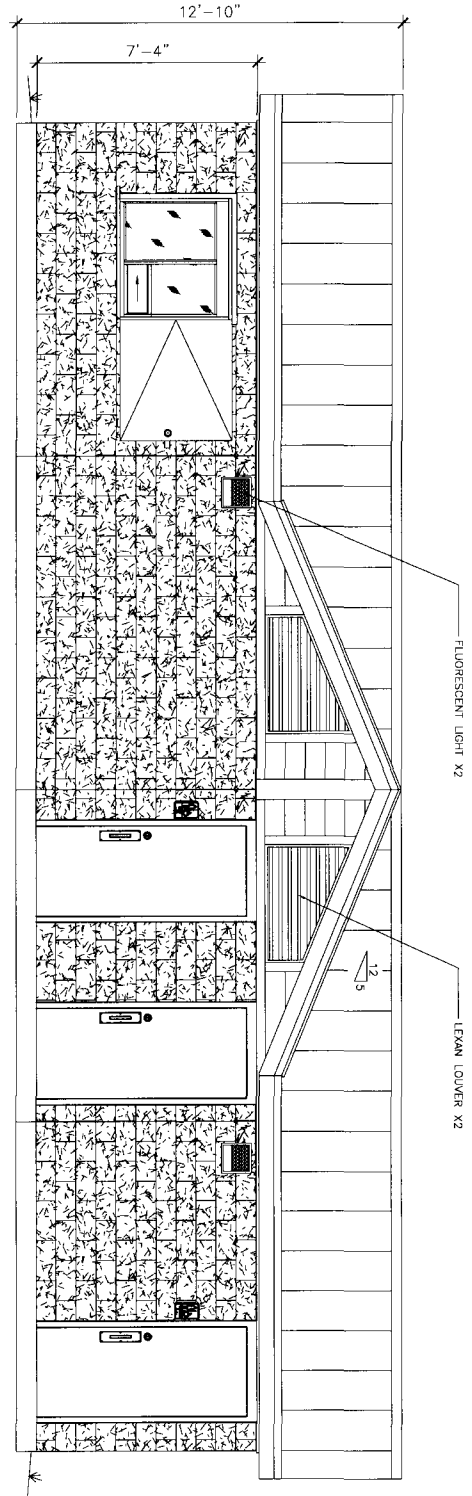
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DATE:	DATE:
REVISION:	REVISION:
DATE:	DATE:
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DATE:	DATE:
REVISION:	REVISION:

RFL MODEL #: B937CN2
PROJECT: MAIN CONCESSION
STINSON BALLFIELD
SAN ANTONIO, TEXAS

Restroom Facilities Limited

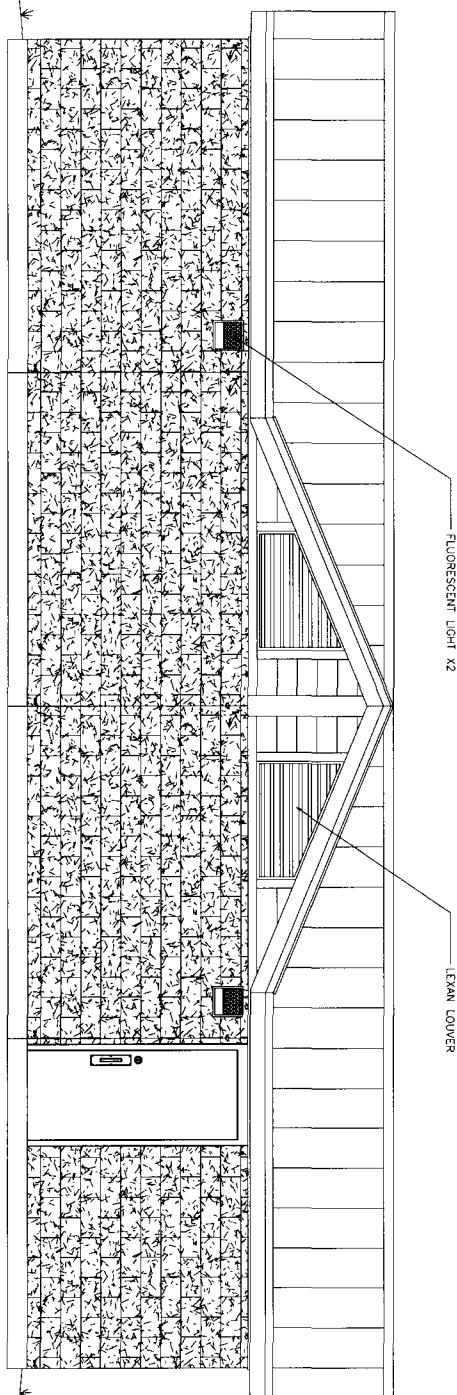
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1

FRONT ELEVATION



2

REAR ELEVATION

A2 SHEET

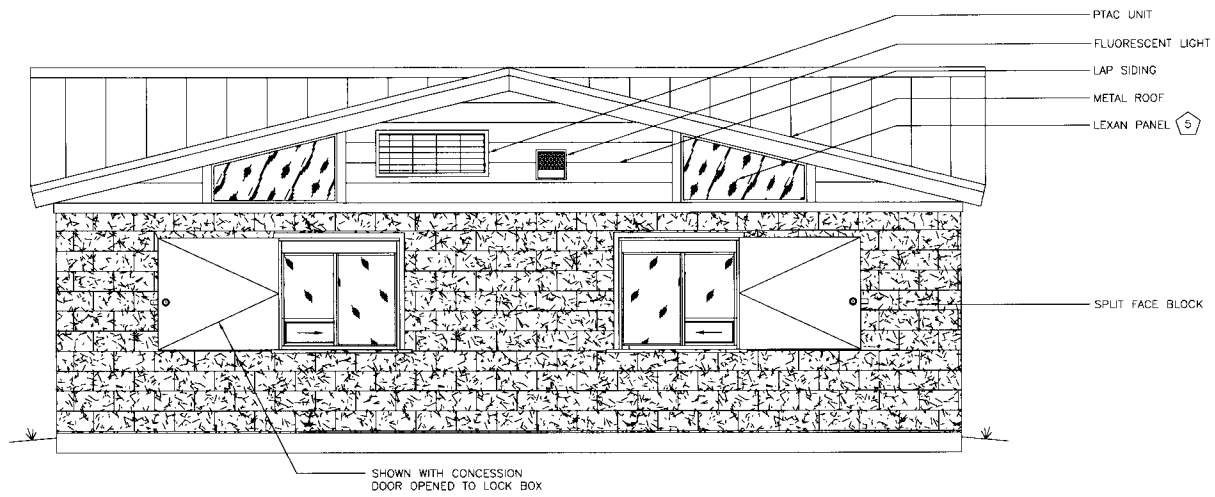
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FRONT & REAR ELEVATIONS

DRAWN BY: RDA
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REVISION:
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REVISION:

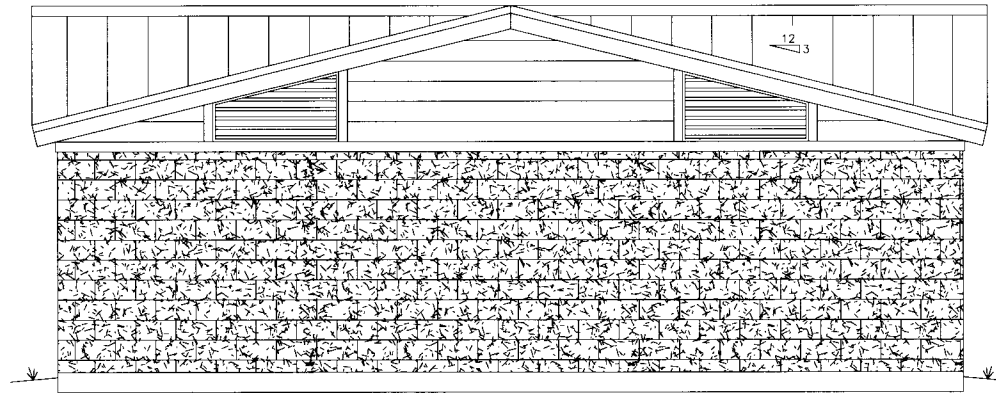
RFL MODEL #: B937CN2
PROJECT:
MAIN CONCESSION
STINSON BALLFIELD
SAN ANTONIO, TEXAS

RFL Resonant Facilities Limited
 10100 NORTH LOOP WEST
 SUITE 100
 HOUSTON, TEXAS 77036
 TEL: 281.465.1111
 FAX: 281.465.1112
 WWW.RFL.COM

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1 SIDE ELEVATION



2 SIDE ELEVATION

RFL Restroom Facilities Limited
 1707 COLT CIRCLE
 MARBLE FALLS, TX 78654
 972-222-6464

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RFL MODEL #: B937CN2
 PROJECT: MAIN CONCESSION STINSON BALLFIELD SAN ANTONIO, TEXAS

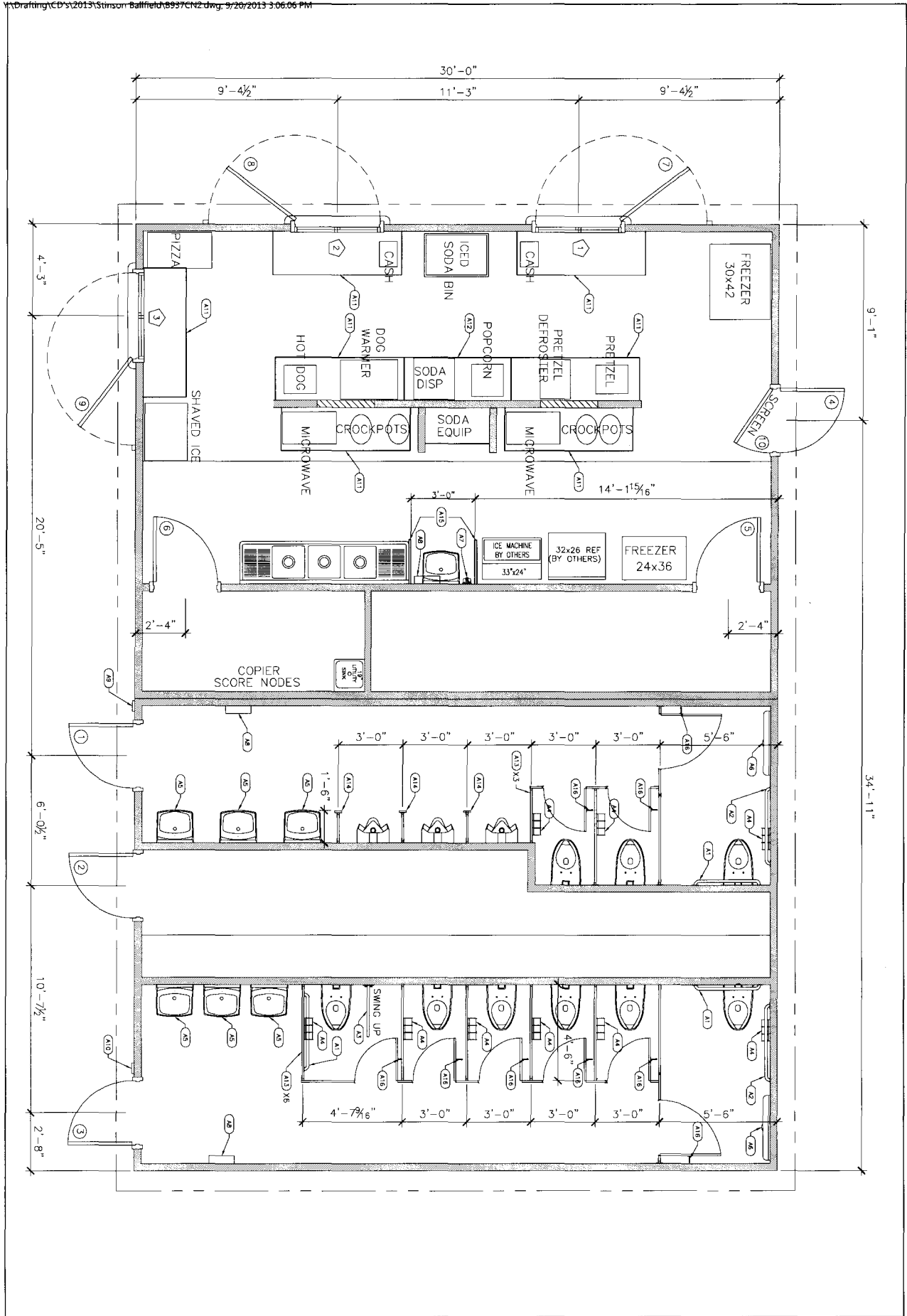
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SHEET DESCRIPTION:
 SIDE ELEVATIONS

SHEET
 A3

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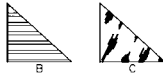
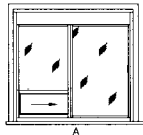
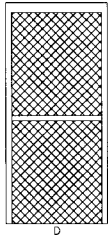
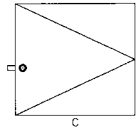
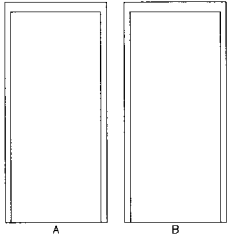
A4
SHEET

SHEET DESCRIPTION:
DOOR PLAN
WINDOW PLAN
TOILET ACCESSORY PLAN

DRAWN BY: RJA
DATE:
REVISION:
DATE:
REVISION:
DATE:
REVISION:
DATE:
REVISION:

RFL MODEL #: B937CN2
PROJECT: MAIN CONCESSION
STINSON BALLFIELD
SAN ANTONIO, TEXAS

Reform
Facilities
Limited
512.222.2228
14000 N. MOORE AVENUE, SUITE 100
DALLAS, TEXAS 75244
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DOOR SCHEDULE

NO.	DOOR SIZE	R.O. SIZE	THICKNESS	TYPE	DOOR MATERIAL	FRAME MATERIAL	LOCK	LOCK FINISH	PUSH/PULL PLATE & HANDLES	ELOCK	HINGE	CLOSER	THRESHOLD	KICK PLATE	DOOR SHOE
1	3'-0" X 7'-0"	3'-4 3/4" X 7'-4"	1-3/4"	A	16-GAUGE STEEL FACE WITH STIFFENING RIBS	16-GAUGE STEEL	SCHLAGE B662 DEADBOLT, KEY/KEY	US26D	IVES 8305-8 PULL HANDLE IVES 8200-416 PUSH HANDLE	N/A	ROTON 780-224HD	LCN1461CUSH	N/A	IVES 8400 24X33 (INSIDE ONLY)	N/A
2	3'-0" X 7'-0"	3'-4 3/4" X 7'-4"	1-3/4"	A	16-GAUGE STEEL FACE WITH STIFFENING RIBS	16-GAUGE STEEL	SCHLAGE B660P DEADBOLT, KEY/THUMB TURN	US26D	IVES 8305-8 PULL HANDLE IVES 8200-416 PUSH HANDLE	N/A	ROTON 780-224HD	WRIGHT DOOR RETAINER - CHAIN STOP	N/A	N/A	N/A
3	3'-0" X 7'-0"	3'-4 3/4" X 7'-4"	1-3/4"	A	16-GAUGE STEEL FACE WITH STIFFENING RIBS	16-GAUGE STEEL	SCHLAGE B662 DEADBOLT, KEY/KEY	US26D	IVES 8305-8 PULL HANDLE IVES 8200-416 PUSH HANDLE	N/A	ROTON 780-224HD	LCN1461CUSH	N/A	IVES 8400 24X33 (INSIDE ONLY)	N/A
4	3'-0" X 7'-0"	3'-4 3/4" X 7'-4"	1-3/4"	A	16-GAUGE STEEL FACE WITH STIFFENING RIBS	16-GAUGE STEEL	SCHLAGE B662 DEADBOLT, KEY/KEY	US26D	IVES 8305-8 PULL HANDLE IVES 8200-416 PUSH HANDLE	N/A	ROTON 780-224HD	LCN1461CUSH	HAGER 413S	IVES 8400 24X33 (INSIDE ONLY)	HAGER 777S
5	3'-0" X 7'-0"	3'-4 3/4" X 7'-4"	1-3/8"	B	18-GAUGE STEEL	18-GAUGE STEEL	SCHLAGE F51-ACC-619 LEVERLOCK, KEY/BLANK	US26D	N/A	N/A	EVERBILT 3-1/2 SATIN NICKEL BUTT HINGE	N/A	HAGER 413S	N/A	N/A
6	3'-0" X 7'-0"	3'-4 3/4" X 7'-4"	1-3/8"	B	18-GAUGE STEEL	18-GAUGE STEEL	SCHLAGE F51-ACC-619 LEVERLOCK, KEY/BLANK	US26D	N/A	N/A	EVERBILT 3-1/2 SATIN NICKEL BUTT HINGE	N/A	HAGER 413S	N/A	N/A
7	4'-0" X 3'-4"	4'-4" X 3'-4"	1-3/4"	C	HOLLOW METAL 16-GAUGE	16-GAUGE STEEL	SCHLAGE B662 DEADBOLT, KEY/KEY	US26D	ROCKWOOD 94PX94L26 PUSH/PULL HANDLES	N/A		WRIGHT DOOR RETAINER - CHAIN STOP	N/A	N/A	N/A
8	4'-0" X 3'-4"	4'-4" X 3'-4"	1-3/4"	C	HOLLOW METAL 16-GAUGE	16-GAUGE STEEL	SCHLAGE B662 DEADBOLT, KEY/KEY	US26D	ROCKWOOD 94PX94L26 PUSH/PULL HANDLES	N/A		WRIGHT DOOR RETAINER - CHAIN STOP	N/A	N/A	N/A
9	4'-0" X 3'-4"	4'-4" X 3'-4"	1-3/4"	C	HOLLOW METAL 16-GAUGE	16-GAUGE STEEL	SCHLAGE B662 DEADBOLT, KEY/KEY	US26D	ROCKWOOD 94PX94L26 PUSH/PULL HANDLES	N/A		WRIGHT DOOR RETAINER - CHAIN STOP	N/A	N/A	N/A
10	3'-0" X 7'-0"	3'-4 3/4" X 7'-4"	1-1/2"	D	SCREEN DOOR	N/A	N/A	N/A	INTEGRAL WITH DOOR	N/A	EVERBILT 3-1/2 SATIN NICKEL BUTT HINGE	LCN1461CUSH	N/A	N/A	N/A

WINDOW SCHEDULE

NO.	WINDOW SIZE	R.O. SIZE	THICKNESS	TYPE	WINDOW MATERIAL	FRAME MATERIAL	MOUNTING HEIGHT	MANUFACTURE MODEL #
1	38" X 36"	47-1/2" X 43-1/2"	1/4"	A	FULLY GLAZED	ANODIZED ALUMINUM	44" FROM TOP OF SILL TO FLOOR	READY ACCESS 275 WITH RESTRICTION PANELS
2	38" X 36"	47-1/2" X 43-1/2"	1/4"	A	FULLY GLAZED	ANODIZED ALUMINUM	44" FROM TOP OF SILL TO FLOOR	READY ACCESS 275 WITH RESTRICTION PANELS
3	38" X 36"	47-1/2" X 43-1/2"	1/4"	A	FULLY GLAZED	ANODIZED ALUMINUM	44" FROM TOP OF SILL TO FLOOR	READY ACCESS 275 WITH RESTRICTION PANELS
4	TBD	TBD	TBD	B	OBSCURED POLYCARBONATE	WELDED STEEL ANGLE FRAME AND SUPPORTS	N/A	CUSTOM
5	TBD	TBD	TBD	C	OBSCURED POLYCARBONATE	WELDED STEEL ANGLE FRAME AND SUPPORTS	N/A	CUSTOM



1707 COLT CIRCLE
MARBLE FALLS, TX 78048
912.222.5454

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REF. MODEL #: B937CN2
PROJECT:

MAIN CONCESSION
STINSON BALLFIELD
SAN ANTONIO, TEXAS

DRAWN BY:	RDA
DATE:	
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	

SHEET DESCRIPTION:
DOOR & WINDOW
SCHEDULE

SHEET
A5

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1700 COLT CIRCLE
MARBLE FALLS, TX 78654
512-222-0454

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RFL MODEL #: B937CN2
PROJECT: MAIN CONCESSION STINSON BALLFIELD SAN ANTONIO, TEXAS

DRAWN BY: RDA
DATE: _____
REVISION: _____
DATE: _____
REVISION: _____
DATE: _____
REVISION: _____

SHEET DESCRIPTION:
ACCESSORY SCHEDULE

SHEET
A6

ACCESSORIES SCHEDULE

NO.	MENS	WOMENS	CHASE	CONCESSION	TOTAL	ACCESSORY NAME	ACCESSORY DESCRIPTION	MOUNTING HEIGHT	MANUFACTURER MODEL #	NOTES	RFL #
A1	1	1			2	36" STAINLESS STEEL GRAB BAR	36" LONG X 1-1/2" DIAMETER STAINLESS STEEL GRAB BARS WITH CONCEALED FLANGES	33" A.F.F TO C.L.	BOBRICK B-6806X36		80280
A2	1	2			3	48" STAINLESS STEEL GRAB BAR	48" LONG X 1-1/2" DIAMETER STAINLESS STEEL GRAB BARS WITH CONCEALED FLANGES	33" A.F.F TO C.L.	BOBRICK B-6806X48		80280
A3		1			1	SWING-UP GRAB BAR	29" LONG X 1-1/4" DIAMETER STAINLESS STEEL SWING-UP GRAB BAR WITH CONCEALED FLANGES	33" A.F.F TO C.L.	BOBRICK B-4998		
A4	3	6			9	STAINLESS STEEL 3-ROLL TOILET ROLL HOLDER	STAINLESS STEEL 3 ROLL SPINDLE WITH COVER	19" A.F.F TO C.L.	ROYCE ROLLS TP-3		
A5				1	1	SOAP DISPENSER, SURFACE-MOUNTED	SURFACE-MOUNTED SOAP DISPENSER; STAINLESS STEEL WITH SATIN FINISH	50 7/8" A.F.F TO TOP OF DISPENSER	BOBRICK B-2111		
A6	1	1		1	3	PAPER TOWEL DISPENSER, SURFACE MOUNTED	SURFACE-MOUNTED PAPER TOWEL DISPENSER; STAINLESS STEEL WITH SATIN FINISH	50 7/8" A.F.F TO TOP OF DISPENSER	BOBRICK B-262		
A7	1				1	ADAAG PICTOGRAM RESTROOM SIGNAGE	INTERNATIONAL ACCESSIBILITY SCHEDULE	60" A.F.F. @ TO C.L. FROM DOOR JAMB	JUST BATHROOM SIGNS SE1792	MENS HANDICAP	80275
A8		1			1	ADAAG PICTOGRAM RESTROOM SIGNAGE	INTERNATIONAL ACCESSIBILITY SCHEDULE	60" A.F.F. @ TO C.L. FROM DOOR JAMB	JUST BATHROOM SIGNS SE1792	WOMENS HANDICAP	20280
A9				7	7	6" STAINLESS STEEL TABLE	18-GAUGE TYPE 304 STAINLESS STEEL TABLES 24" IN DEPTH	27" MIN A.F.F. TO BOTTOM OF COUNTER	RFL	SEE CONCESSION PLAN	
A10				1	1	5' STAINLESS STEEL TABLE	18-GAUGE TYPE 304 STAINLESS STEEL TABLES 24" IN DEPTH	27" MIN A.F.F. TO BOTTOM OF COUNTER	RFL	SEE CONCESSION PLAN	
A11	3	6			9	TOILET PARTITIONS	1" HIGH-DENSITY POLYETHYLENE PLASTIC (HDPE) STAINLESS STEEL VANDAL RESISTANT HARDWARE	TBD	TBD	COLOR TO BE BLACK PAISLEY	
A12	3				3	URINAL SCREENS	1" HIGH-DENSITY POLYETHYLENE PLASTIC (HDPE) STAINLESS STEEL VANDAL RESISTANT HARDWARE	TBD	TBD	COLOR TO BE BLACK PAISLEY	
A13				2	2	SPLASH SCREEN	1" HIGH-DENSITY POLYETHYLENE PLASTIC (HDPE) STAINLESS STEEL VANDAL RESISTANT HARDWARE	TBD	TBD	COLOR TO BE BLACK PAISLEY	
A14	3	6			9	COAT HOOK	COAT HOOK WITH BUMPER	50" A.F.F TO C.L.	BOBRICK B-212	ALUMINUM WITH MATTE FINISH	

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EXTERIOR FINISH SCHEDULE

DESCRIPTION	MATERIAL	FINISH	COLOR	BRAND	REMARKS
EXTERIOR WALLS	4" THICK, CMU BLOCK, RUNNING BOND	PAINT	TBD	KELLY MOORE	F02
WALL CAPS	4X6 D.F., CLEAR SHIELD	PAINT	TBD	KELLY MOORE	F01
EXTERIOR SOFFITS	2X6 T&G DECKING, CLEAR SHIELD	OILED/STAINED	REDWOOD	SUPERDECK	TWO COATS
FASCIA	2X WINDSOR ONE PROTECTED, FINGER JOINTED LUMBER	PAINT	TBD	KELLY MOORE	F01
RAKE	2X WINDSOR ONE PROTECTED, FINGER JOINTED LUMBER	PAINT	TBD	KELLY MOORE	F01
ROOFING	26 GAUGE STANDING SEAM METAL PANELS	KYNAR 500	TBD	METAL SALES IMAGE II	OVER 30LB FELT PAPER (1 LAYER)
GABLE WALL	FIBER REINFORCED CEMENT LAP SIDING OVER	XXXXX	TBD	XXXXX	F01
DOOR	1-3/4" THICK FULL-FLUSH 16-GAUGE STEEL FACE	PAINT	TBD	KELLY MOORE	F02
DOOR JAMB	16 GAUGE STEEL	PAINT	TBD	KELLY MOORE	F02

F01 EXPOSED WOOD, TRIM, BEAMS, RAFTERS, FRC

- (1) PRIMER COAT 2521 ACRY-SHIELD (100% ACRYLIC PRIMER)
- (2) FINISH COAT 1685 DURA-POXY+ (100% ACRYLIC SEMI GLOSS ENAMEL)

F02 BLOCK

- (1) COAT BLOCK FILL 521 COLOR SHIELD (PRIME & FILL ACRYLIC BLOCK FILLER)
- (1) COAT PRIMER 255 ACRYLIC-SHIELD (100% ACRYLIC PRIMER)
- (2) COATS FINISH 1685 DURA-POXY+ (100% ACRYLIC SEMI GLOSS ENAMEL)

F02 STEEL METAL DOORS AND FRAMES

- (1) COAT PRIMER METALMAX DTM ACRYLIC URETHANE GREY PRIMER
- (2) COATS FINISH METALMAX URETHANE TINT BASE

F04 BLOCK AND OSB IN CHASE AND STORAGE

- (1) COAT PRIMER 255 ACRY-SHIELD (100% ACRYLIC PRIMER) GREY

F05 STUCCO

- (1) COAT PRIMER 98 STUCCO SEAL (ACRYLIC STUCCO & MASONRY SEALER)
- (2) COATS FINISH 1685 DURA-POXY+ (100% ACRYLIC SEMI GLOSS ENAMEL)

F06 ANTI GRAFFITI COATING

- (2) COATS PRIMER VANDLGUARD TEN NON-SACRIFICIAL GRAFFITI COATING
- (1) FINISH COAT VANDLGUARD FINISH COAT

INTERIOR FINISH SCHEDULE

MENS	WOMENS	CHASE	CONCESSION	UTILITY	PANTRY	DESCRIPTION	MATERIAL	FINISH	COLOR	BRAND	REMARKS
						CONCRETE FLOOR	SEALER, SUPER DIAMOND CLEAR	LIGHT BROOM	NATURAL	EUCLID	
●	●					CONCRETE FLOOR	EPOXY 400 & URETHANE 100 FINISH COAT LIGHT QUARTZ BROADCAST BETWEEN COATS	NON SLIP	TBD	AFP	3/8" X 4" COVE
●	●					WALLS TO 7'-4"	CMU BLOCK	PAINTED	TBD	KELLY MOORE	F02
		●				WALLS TO 7'-4"	CMU BLOCK	PAINTED	TBD	KELLY MOORE	F04
●	●					WALLS FRAMED ABOVE 7'-4"	CLASS "A" OVER 5/8" T&G FIBER REINFORCED CEMENT OSB	PAINTED	WHITE	KELLY MOORE	F01
		●				WALLS FRAMED ABOVE 7'-4"	5/8" OSB OSB OVER 2X RED SHIELD COATED STUDS	PAINTED	TBD	KELLY MOORE	F04
●	●	●	●	●	●	WALL CAP	4X6 D.F.	PAINTED	TBD	KELLY MOORE	F01
●	●	●	●	●	●	ROOF FRAMING	2X10 RIDGE BEAMS & 4X6 RAFTERS	OILED/STAINED	REDWOOD	SUPERDECK	(2) COATS OVER CLEAR SHIELD
●	●	●	●	●	●	CEILING	2X6 T&G SELECT DECK WITH V JOINTS	OILED/STAINED	REDWOOD	SUPERDECK	(2) COATS OVER CLEAR SHIELD

RFL Restroom Facilities Limited

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512-322-8548

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RFL MODEL #: B937C/NZ

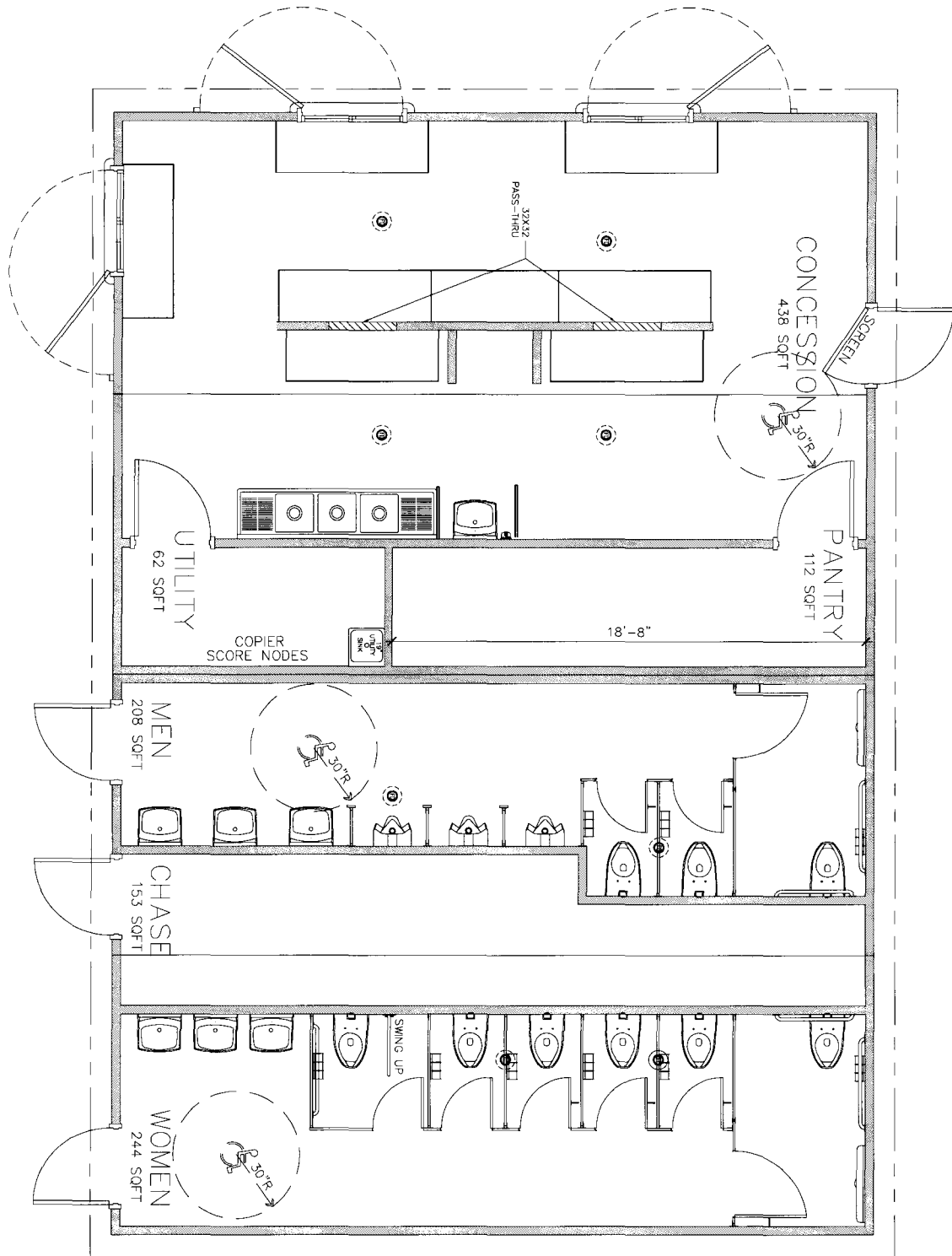
PROJECT: MAIN CONCESSION STINSON BALLFIELD SAN ANTONIO, TEXAS

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SHEET DESCRIPTION: EXTERIOR & INTERIOR FINISH SCHEDULE

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A7

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A8
SHEET

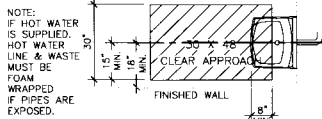
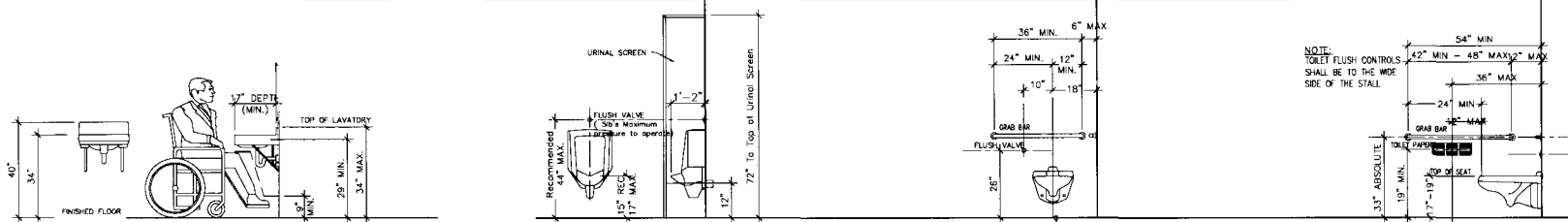
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ADA CLEARANCES

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RFL MODEL #: B937CN2
PROJECT: MAIN CONCESSION
STINSON BALLFIELD
SAN ANTONIO, TEXAS

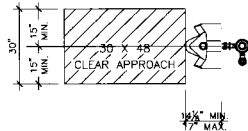
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Facilities
Limited
RESTON, VIRGINIA
513.222.6444
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PLUMBING FIXTURE & ACCESSORY HEIGHT'S SCHEDULE



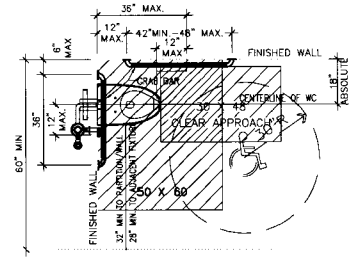
NOTE: IF HOT WATER IS SUPPLIED, HOT WATER LINE & WASTE MUST BE FOAM WRAPPED IF PIPES ARE EXPOSED.

CODE SUMMARY HEIGHT A.F.F.	LOCATION
RIM HEIGHT	34\" MAX
HEIGHT OF APRON	29\" MIN
FRONT LAV. TO TRAP	8\" MIN
TRAP SPACE UNDER TRAP	9\" MIN
CONTROLS	DECK MT.
ACCESS KNEE	N/A
	27\" MIN



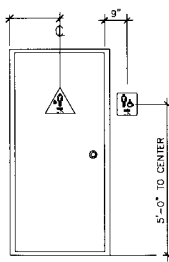
CODE SUMMARY HEIGHT A.F.F.	LOCATION
URINAL RIM	17\" MAX / 14\" MIN
CONTROLS	44\" MAX
URINAL SCREENS	12\"-14\"

SCREENS MUST BE AT LEAST 30\" APART

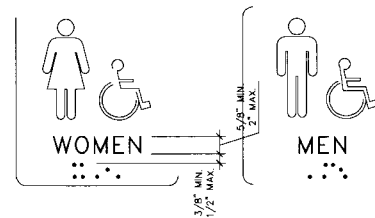


CODE SUMMARY HEIGHT A.F.F./ LOC.	REL LOCATION
GRAB BARS	33\" X 1-1/4\" - 1-1/2\" (1/4\"-1/2\" DST. FROM BAR TO WALL)
TOILET / SEAT	19\" MAX / 17\" MIN
TOILET FLUSH VALVE	44\" MAX, 12\" TO WIDE SIDE
T.P. DISPENSER	19\" MIN. / MUST BE BELOW GRAB BAR

NOTES: 1. ALL DIMENSIONS SHOWN ON PLAN OR ELEVATION ARE OUR STANDARDS AND WITHIN CODE. 2. FLUSH VALVE IN HANDICAP STALL OFFSET TO WIDE SIDE.



SIGNS TO BE A CONTRASTING COLOR TO THE DOORS.



DOOR SIGNAGE DESIGN CRITERIA

- MEN'S ROOM SIGNS ARE: 12\" TRIANGLE DOOR SIGN & AN 8\" X 8\" WALL SIGN.
- WOMEN'S ROOM SIGNS ARE: 12\" CIRCULAR DOOR SIGN & AN 8\" X 8\" WALL SIGN.
- THE SIGNS ARE 1/2\" THICK, WITH CHARACTERS BEING 3/8\" MIN & 2\" MAX. IN HEIGHT, RAISED 1/2\" - CALIFORNIA GRADE II BRAILLE IS USED.

- DOTS SHALL BE CENTERS IN EACH CELL WITH 3/16\" (5.08MM) SPACE BETWEEN CELLS. DOTS SHALL BE MEASURED FROM THE SECOND COLUMN OF DOTS IN THE FIRST CELL TO THE FIRST COLUMN OF DOTS IN THE SECOND CELL. DOTS SHALL BE RAISED A MINIMUM OF 1/16\" BACKGROUND. (0.635MM) ABOVE THE 1/16\" (2.54MM) ON-BRAILLE DOTS SHALL BE DOMED OR ROUNDED.

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 PROJECT: MAIN CONCESSION STINSON BALLFIELD SAN ANTONIO, TEXAS

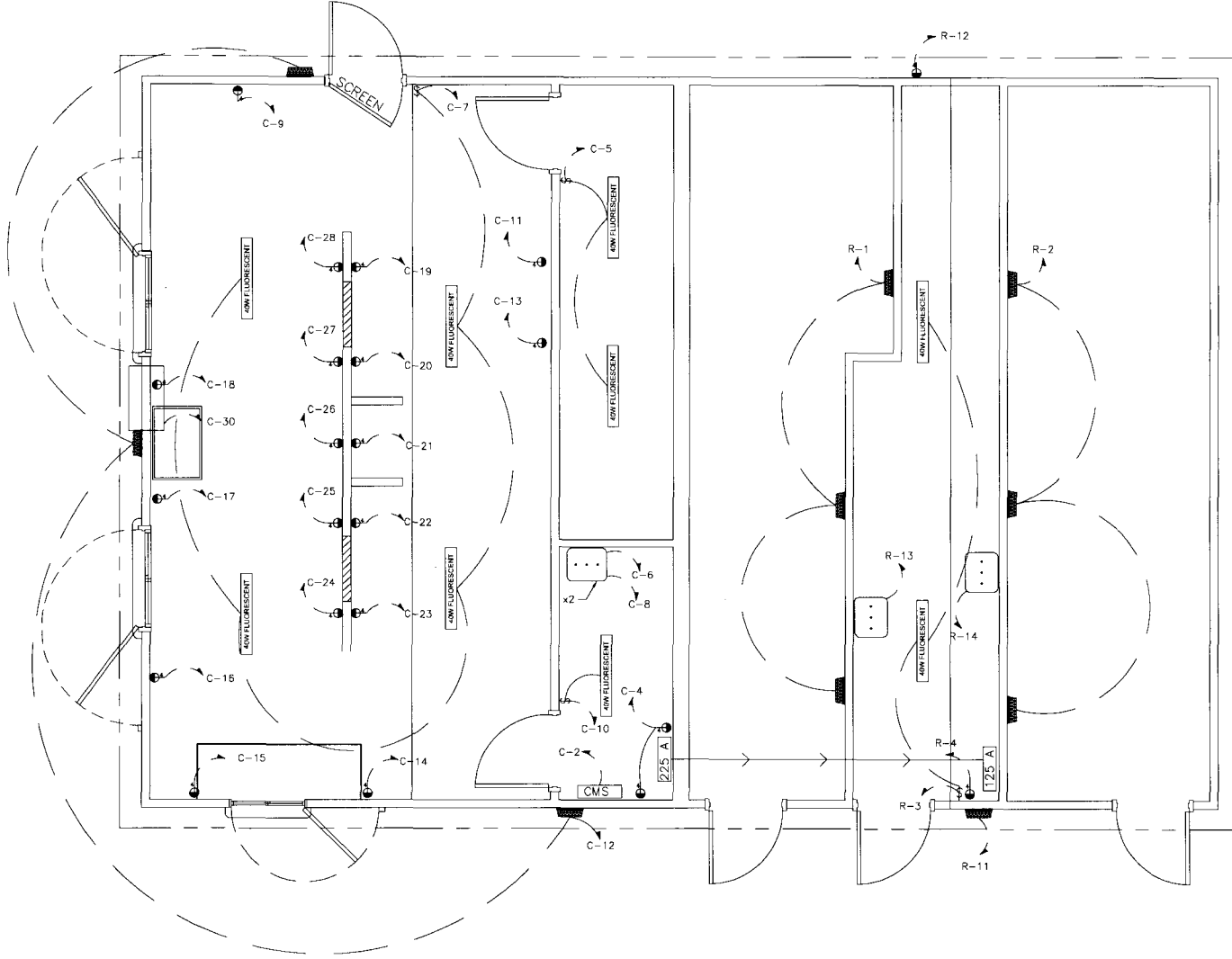
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REVISION:	

SHEET DESCRIPTION: ADA REQUIREMENTS

SHEET A9

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DATE:	
REVISION:	

SHEET DESCRIPTION:

SHEET
 E1

ELECTRICAL PANEL SCHEDULE

LOCATION	DIRECTORY	LOAD	BKR	CIR	CIR	BKR	LOAD	DIRECTORY	LOCATION
RESTROOM	125 AMP PANEL "R"		100/2	1	2	20/1		CMS PANEL	UTILITY
				3	4	20/1		GFI RECEPTACLE	UTILITY
PANTRY	40W FLORESCENT LIGHTS		20/1	5	6	20/1		WATER HEATER "1"	UTILITY
CONCESSION	40W FLORESCENT LIGHTS		20/1	7	8	20/1		WATER HEATER "2"	UTILITY
CONCESSION	GFI		20/1	9	10	20/1		40W FLORESCENT LIGHTS	UTILITY
CONCESSION	GFI		20/1	11	12	20/1		TBDW LIGHTS	OUTSIDE
CONCESSION	GFI		20/1	13	14	20/1		GFI	CONCESSION
CONCESSION	GFI		20/1	15	16	20/1		GFI	CONCESSION
CONCESSION	GFI		20/1	17	18	20/1		GFI	CONCESSION
CONCESSION	GFI		20/1	19	20	20/1		GFI	CONCESSION
CONCESSION	GFI		20/1	21	22	20/1		GFI	CONCESSION
CONCESSION	GFI		20/1	23	24	20/1		GFI	CONCESSION
CONCESSION	GFI		20/1	25	26	20/1		GFI	CONCESSION
CONCESSION	GFI		20/1	27	28	20/1		GFI	CONCESSION
CONCESSION	SPACE		20/1	29	30	30/1		PTAC	CONCESSION
CONCESSION	SPACE		20/1	31	32	30/1		PTAC	CONCESSION
CONCESSION	SPACE		20/1	33	34	30/1		PTAC	CONCESSION
CONCESSION	SPACE		20/1	35	36	30/1		PTAC	CONCESSION
CONCESSION	SPACE		20/1	37	38	30/1		PTAC	CONCESSION
CONCESSION	SPACE		20/1	39	40	30/1		PTAC	CONCESSION
CONCESSION	SPACE		20/1	41	42	30/1		PTAC	CONCESSION

PANEL: 225 AMP

CONNECTED LOAD:

120/240V, 1 PHASE, 3 WIRE

100A MAIN BUS

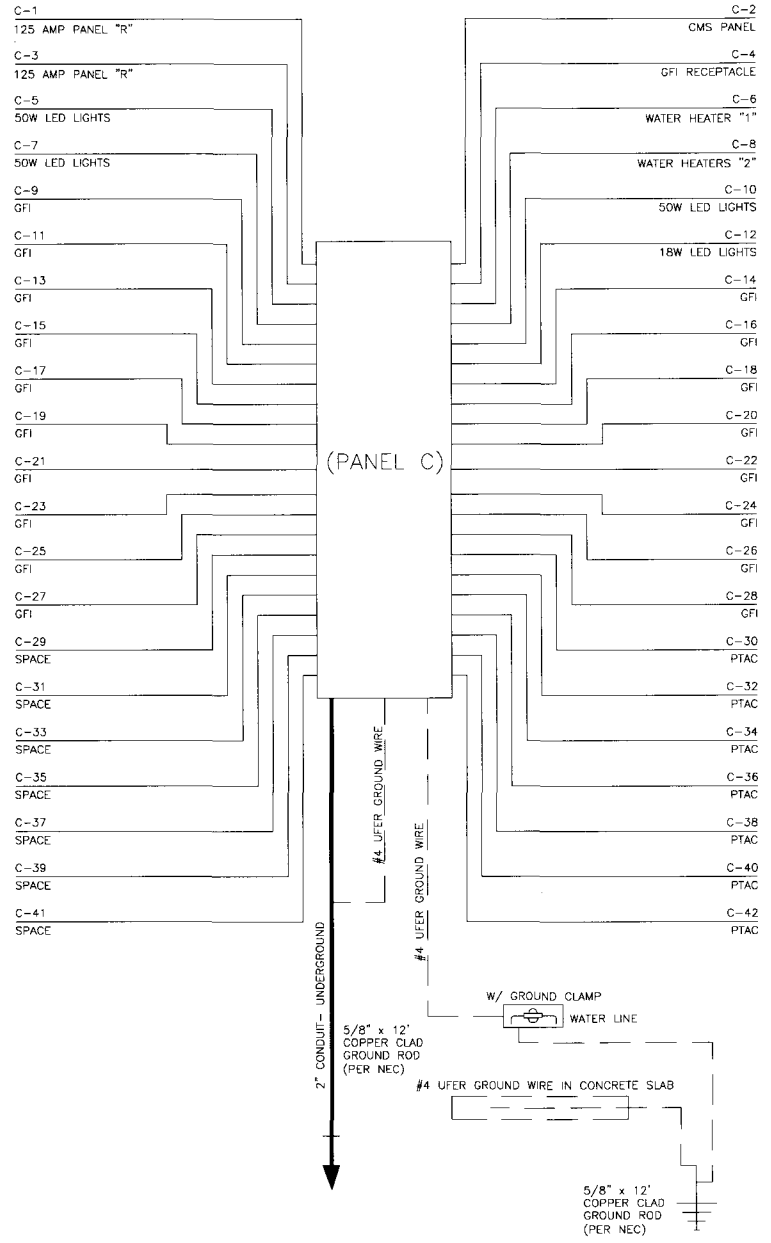
MTD: SURFACE FLUSH

” C ”

NEUTRAL BUS: 100% 200%

BUSS: COPPER ALUMINUM

GROUND BUS: STANDARD ISOLATED



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 937-222-8484
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 DATE: _____
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 DATE: _____
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 DATE: _____
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SHEET DESCRIPTION: ELECTRICAL PANEL "C" SCHEDULE

SHEET E2

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ELECTRICAL PANEL SCHEDULE

LOCATION	DIRECTORY	LOAD	BKR	CIR	CIR	BKR	LOAD	DIRECTORY	LOCATION
MENS	LIGHT	100	20/1	1	2	20/1	100	LIGHT	WOMENS
CHASE	LIGHT	100	20/1	3	4	20/1	100	GFI RECEPTACLE	CHASE
EXTERIOR	LIGHT	100	20/1	5	6	20/1	100	GFI RECEPTACLE	OUTSIDE
	SPACE	100	20/1	7	8	20/1	100	SPACE	
	SPACE	100	20/1	9	10	20/1	100	SPACE	
	SPACE	100	20/1	11	12	20/1	100	SPACE	
	SPACE	100	20/1	13	14	20/1	100	SPACE	
	SPACE	100	20/1	15	16	20/1	100	SPACE	
	SPACE	100	20/1	17	18	20/1	100	SPACE	
	SPACE	100	20/1	19	20	20/1	100	SPACE	
	SPACE	100	20/1	21	22	20/1	100	SPACE	
	SPACE	100	20/1	23	24	20/1	100	SPACE	

PANEL: 125 AMP

120/240V, 1 PHASE, 3 WIRE

100A MAIN BUS

MTD: SURFACE FLUSH

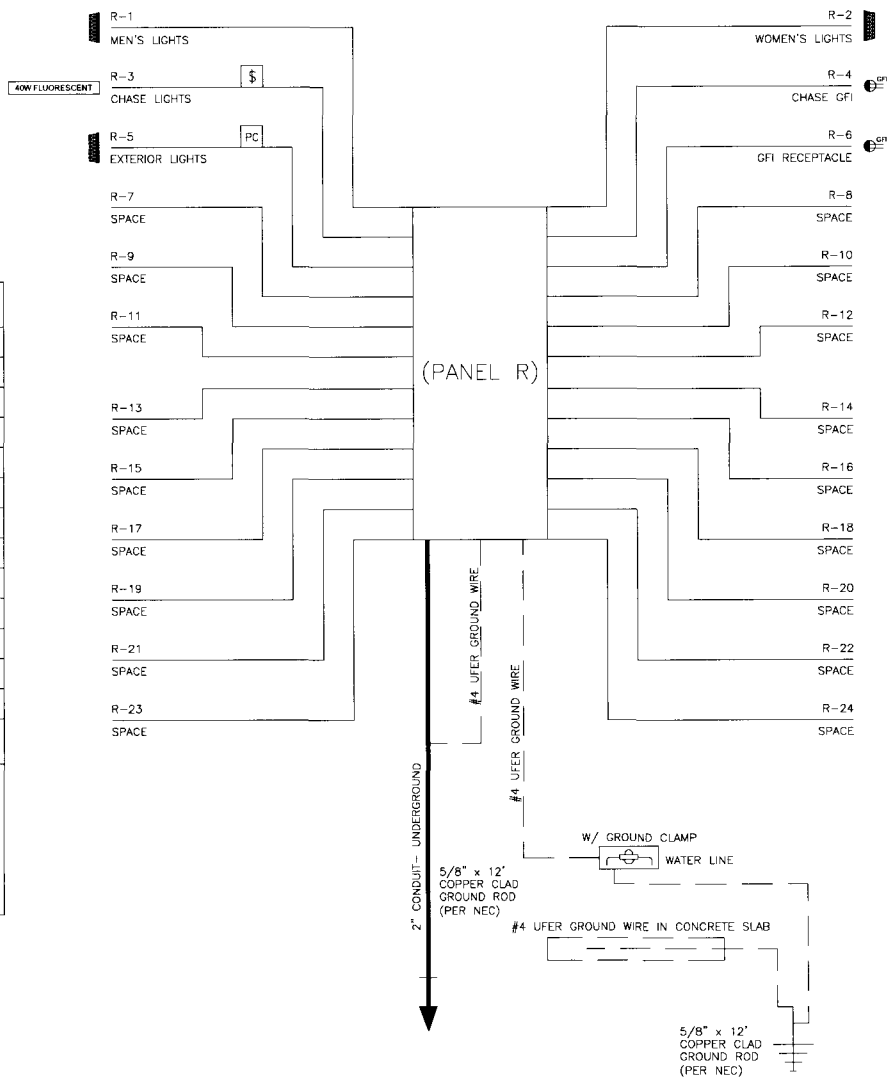
BUSS: COPPER ALUMINUM

CONNECTED LOAD:

"R"

NEUTRAL BUS: 100% 200%

GROUND BUS: STANDARD ISOLATED



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 1507 CUMT 4 DRILE
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 972-222-5884

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SHEET DESCRIPTION:
 ELECTRICAL PANEL "R"
 SCHEDULE

SHEET
 13

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ELECTRICAL FIXTURE SCHEDULE

MENS	WOMENS	CHASE	CONCESSION	UTILITY	OTHER	QUANTITY	TOTAL	SYM PLAN	DESCRIPTION
				1		1		225 A	CUTLER-HAMMER MODEL: CH42L225G 225 AMP MAIN BREAKER 12/240V, 1-PHASE, 3-WIRE, 42-POLE, NEMA TYPE 1. BREAKERS TO BE CUTLER-HAMMER PLUG-IN
		1				1		125 A	CUTLER-HAMMER MODEL: CH16L125B 125 AMP, 120/240V, 1-PHASE, 3-WIRE, 16-POLE, NEMA TYPE1. BREAKERS TO BE CUTLER-HAMMER PLUG-IN
3	3					6		[Lighting Symbol]	RESTROOM LIGHTS KENALL MODEL: H1212 COLOR OF HOUSING: WHITE
					4	4		[Lighting Symbol]	EXTERIOR LIGHTS KENALL MODEL: H1212 COLOR OF HOUSING: DARK BRONZE
		2	4	1	2	9		[40W FLUORESCENT]	CONCESSION, PANTRY, UTILITY AND CHASE LIGHTS KENALL MODEL: TBD COLOR OF HOUSING: WHITE
		1	1	1	1	4		\$	LIGHTING GROUP SWITCH LEVITON MODEL: 1221-21; SINGLE POLE SWITCH - TOTAL OF FOUR GROUPS COLOR OF SWITCH & PLATE: WHITE
				1		1		[Water Heater Symbol]	TANKLESS WATER HEATER RHEEM MODEL: RTE13 240V ELECTRIC IN-LINE WATER HEATER, 60A BREAKER & #6 AWG WIRE REQUIRED. TO PROVIDE WATER TO CONCESSION AND UTILITY.
								[GFI Symbol]	GROUND FAULT INTERRUPTION (GFI) CIRCUIT RECEPTACLE 4 PLEX LEVITON MODEL: 7899W 20AMP, 125 VOLT COLOR OF COVER & PLATE: WHITE

NOTES:

1. COMMERCIAL GRADE BREAKERS ARE USED IN THE RESTROOMS.
AIC : MAIN BREAKER: 22,000 AMPS :
AIR BRANCH CIRCUIT BREAKERS: 10,000 APMS
2. ALL WIRING SHALL BE STRANDED COPPER IN EMT OR METAL CLAD CABLE.
3. ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL MEET REQUIREMENTS OF U.L. IF APPLICABLE.
4. DRAWING IS SCHEMATIC ONLY AND DOES NOT NECESSARILY SHOW FINAL PHYSICAL LOCATION OF EQUIPMENT.
5. ALL BOXES, SWITCHES, PLATES SHALL BE COMMERCIAL GRADE.
6. PANEL SHALL BE LABELED TO "PANEL DIAGRAM".

GROUNDING:

1. PANEL TO INCLUDE UFER GROUND (20' OF #4 BARE COPPER WIRE IMBEDDED IN CONCRETE SLAB) IN PLANT.
2. BOND #4 GROUND WIRE TO WATER PIPE WITH APPROVED CLAMP GROUND WIRE TO BE CLAMPED AT THE LOWEST POINT OF PIPE PROTRUDING FROM THE SURFACE (SAND/DIRT).
3. ELECTRICAL GROUND ON WATER PIPING OVER PLASTIC IN-LINE FILTER IS ACHIEVED WITH TWO GROUND CLAMPS AND A #4 COPPER GROUND WIRE.
4. GROUND ROD TO BE NO MORE THEN 12'-0" FROM MAIN DISCONNECT LOCATED ON THE EXTERIOR OF THE BUILDING.

RFL Restroom Facilities Limited

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512-522-8454

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DATE: _____
REVISION: _____
DATE: _____
REVISION: _____
DATE: _____
REVISION: _____

SHEET DESCRIPTION: ELECTRICAL SCHEDULE

SHEET

E4

PLUMBING FIXTURE SCHEDULE

MENS	WOMENS	CHASE	CONCESSION	UTILITY	OUTSIDE	QUANTITY TOTAL	FIXTURE	SERVICE ROUGH-IN				DESCRIPTION	FIXTURE UNITS
								COLD WATER	HOT WATER	WASTE	VENT		
3	6					9	WATER CLOSET	1"		4"	2"	KOHLER: MODEL #4329, VITREOUS CHINA WALL MOUNTED FLUSH VALVE: ZURN Z-6144-WS1-9L-L3	6 EACH 54
3						3	URINAL	3/4"		2"	2"	KOHLER: MODEL #4960, VITREOUS CHINA WALL MOUNTED FLUSH VALVE: ZURN Z-6195-WS1-9L-L3	1 EACH 3
3	3					6	LAVATORY			2"	2"	KOHLER: MODEL #2031, VITREOUS CHINA WALL MOUNTED METERING FAUCET: CHICAGO 333-665PSHCP	1 EACH 6
			1			1	LAVATORY			2"	2"	KOHLER: MODEL #2032, WALL MOUNTED FAUCET: CHICAGO 802-665CP	1 EACH 1
		1				1	SINK			2"	2"	MUSTEE: MODEL #19F, UTILITY SINK FAUCET: MUSTEE 93.600	1 EACH 1
			3			3	SINK	1/2"	1/2"	2"	2"	LAMBERTSON: MODEL #QL-3-LIN-18-2D18, STAINLESS STEEL FAUCET: ZURN Z-84111 AQUASPEC 8"	3 EACH 3
1	1			2		4	WATER HEATER					BOSCH TRONIC 3000T ESB	1 EACH 4

MISCELLANEOUS — PLUMBING ACCESSORIES

MENS	WOMENS	CHASE	CONCESSION	UTILITY	OUTSIDE	QUANTITY TOTAL	ACCESSORY	SIZE	DESCRIPTION	UNITS
		1		1	1	3	HOSE BIB*	3/4"	WOODFORD #24P-3/4" WITH INTEGRAL VACUUM BREAKER	
2	2					4	FLOOR DRAIN	2"	ZURN Z415-90-2NH WITH 5" B STRAINER OR EQUAL	
			4			4	FLOOR DRAIN	4"	ZURN Z415SH	
			2			2	FLOOR SINKS		CECO: MODEL #908-1-2, 12"x12" WHITE CAST IRON FLOOR SINK	
		2				2	PRESSURE GAUGE*	1/4"	PASCO 1/4" X160 LB GAUGE	
		2		1		3	BYPASS VALVE COMBO*	1-1/2"	PRESSURE REDUCING VALVE: FILTER: BACK CHECK VALVE:	
2	2	4				8	TRAP PRIMER	1/4"	TRAP PRIMER DRAWING 5/S8-1 SLOAN SP-50306545 (RFL-40990)	
					2	2	UTILITY BOX		8" ROUND UTILITY BOX WASTE ONE MARKED "WATER" 24"x36"	
3	3	3				9	STOP AND DRAIN VALVE	1-1/2"	AT SERVICE HOOK-UP	
		2				3	CLEANOUT	4"	AT SERVICE HOOK-UP	

* — INSTALLED IN ALL CHASES

PIPE SCHEDULE

TYPE OF SERVICE	PIPE MATERIAL								REMARKS	
	TYPE "L" COPPER HD.	TYPE "K" COPPER	SCHEDULE 40 CPVC	SCHEDULE 40 PVC	CAST IRON "NO HUB"	DWV COPPER	VITRIFIED CLAY	SCHEDULE 40 BLACK STEEL		CLASS 200-DR 14
WATER	ABOVE GROUND	●								
	BELOW GROUND		●							
SANITARY DRAINAGE	ABOVE GROUND			●						
	BELOW GROUND			●						
SANITARY VENT	ABOVE GROUND			●						
	ABOVE ROOF			●	●					
	BELOW GROUND			●						PAINT TO MATCH ROOF

NOTES:

1. ALL FIELD INSTALLED PLUMBING SHALL BE SUBJECT TO LOCAL JURISDICTION APPROVAL.
2. WATER PRESSURE IS 80 LBS. SET FROM PRESSURE REDUCING VALVE AND MAX. DEVELOPED LENGTH IS 20 FEET.
3. ALL WATER PIPE DRAINS TO BE AT THE LOWEST POINT AND FITTED WITH A HIGH POINT PET COCK FOR SYSTEM DRAINAGE.

RFL Restroom Facilities Limited
 1790 COLT CIRCLE
 MARBLE FALLS, TX 76664
 817-223-8584

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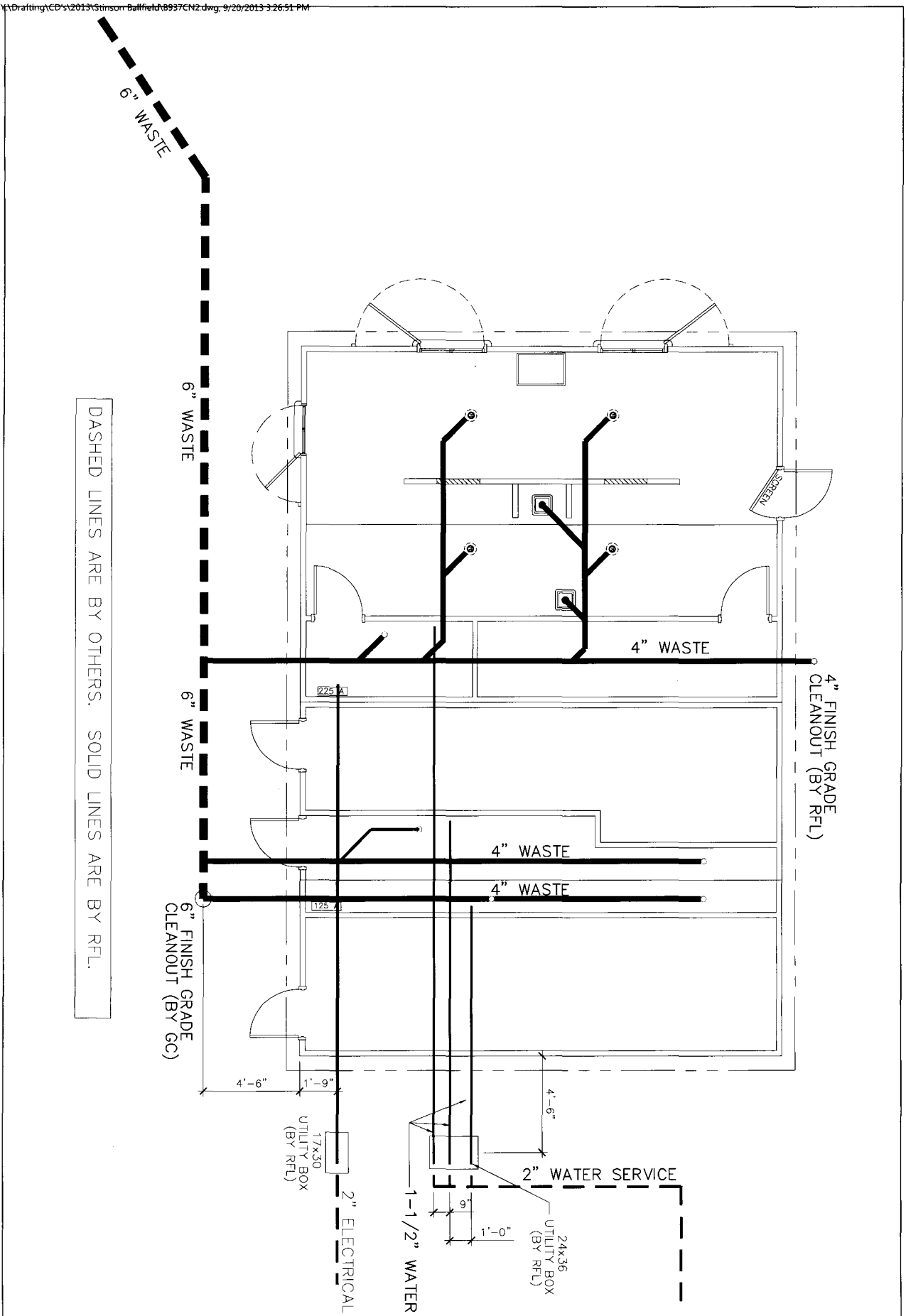
RFL MODEL #: B937CN2
 PROJECT: MAIN CONCESSION STINSON BALLFIELD SAN ANTONIO, TEXAS

DRAWN BY: RDA
 DATE: _____
 REVISION: _____
 DATE: _____
 REVISION: _____
 DATE: _____
 REVISION: _____

SHEET DESCRIPTION: PLUMBING SCHEDULES

SHEET P6

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U1
SHEET

SHEET DESCRIPTION:
 UTILITY SERVICE PLAN
 (UNDERGROUND)

DRAWN BY: RDA
 DATE: _____
 REVISION: _____
 DATE: _____
 REVISION: _____
 DATE: _____
 REVISION: _____

RFL MODEL #: B937CN2
 PROJECT: MAIN CONCESSION
 STINSON BALLFIELD
 SAN ANTONIO, TEXAS

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