

Via email: javier.lopez@sduhsd.net

December 18th, 2014

Javier Lopez - Custodial/Grounds Supervisor
San Dieguito Union High School District

RE: SYNTHETIC FIELD REPLACEMENT AT LA COSTA CANYON HIGH SCHOOL

Dear Mr. Lopez,

FieldTurf is happy to extend the following proposal to San Dieguito Union High School District. FieldTurf is offering the following upgrade options for replacement that will take place in 2015:

Special Upgrade Offer:

1. FieldTurf **REVOLUTION 2.5"**-
 - Proprietary polymer, new "ridged" blade design which eliminates weak points and improves resiliency, 3-layer 9.2 lbs in-fill system, and porous finger coated backing. It is manufactured by FieldTurf, not a third party supplier.
2. FieldTurf **CLASSIC HD 2.5"**
 - Same proprietary polymer, new tape geometry with better fibrillation and resiliency, 3-layer 9.2 lbs in-fill system, and porous finger coated backing. It is manufactured by FieldTurf, not a third party supplier.

La Costa Canyon High School

Upgrade Pricing includes:

▪ Upgrade:	\$175,000.00
▪ Taxes:	\$14,000.00
▪ Laser level and regrade:	\$10,000.00
▪ Bonds	\$2,238.75.00
▪ Re use of some of the current field infill in the new field mid-layer	
▪ A new 8 year warranty will be in effect at completion of replacement.	
▪ Field layout to include markings and logos	
▪ Total:	\$201,238.75

Add Alternate #1: GroomRight and SweepRight (New maintenance equipment): **\$6750.00**

Price Includes:

a) Minor base repairs to existing base– import up to 50 ton of manufactured stone if required for minor base repairs

Price Does Not Include:

- a) Replacement or modification to the existing perimeter nailer board
- b) FieldTurf is not altering or improving the existing operating drainage base under the existing turf limits. No removal of aggregate is included. Any ponding, flooding or undulations within the existing base will remain the responsibility of the owner.

FieldTurf requires a minimum of 21 days upon receipt of contract and final shop drawing approvals to manufacture; coordinate delivery and schedule arrival of installation crew.

We require a 4 week window (subject to weather and force majeure) to complete the removal/recycle/disposal of existing product, confirm sub-base planarity and re-install each field. Please also note that some of the infill material used on the replacement fields will be re-used from your present fields. FieldTurf will supply any additional infill that will be required. This will allow for a minimum addition to any landfill site in the area and is in conformance with FieldTurf's Green initiative on recycling.

La Costa Canyon High School will receive field layouts showing the dimensions and the markings for the new surfaces for review; before manufacturing the new surface we will need written confirmation of the product option selected and that the field dimensions, markings and colors are satisfactory and approved for production. A formal sales agreement detailing your selection will be forwarded for execution and upon return receipt, production and installation will be scheduled at an agreed upon time frame.

If we can provide any additional information, don't hesitate to contact me directly. Thank you for being a FieldTurf customer. We appreciate your business and we will continue to work hard to earn it.

Please note this offer is valid for 60 days; let us know which option you choose so that we can work on scheduling and agreements.

Sincerely,



Martin Olinger
Senior Vice-President Sales
FieldTurf USA, Inc.

c.c.: Julie Paquin, Director of Customer Service - FieldTurf Inc.
Di Maulo, Project Coordinator – Customer Service - FieldTurf Inc.
Tim Coury – Regional VP of Sales, FieldTurf USA Inc.

March 17, 2015



San Dieguito Union High School District
Purchasing Department
684 Requeza
Encinitas, CA, 92024

Attn: Doug Gilbert

Copy: Dan Love, Director of Maintenance/Operations & Transportation
Javier Lopez, Project Manager

Re: La Costa Canyon High School
Synthetic Turf Field and Track Replacement

Doug:

We have reviewed the CMAS pricing proposal from FieldTurf dated March 17, 2015 for the proposed improvements at La Costa Canyon High School that includes the Synthetic Turf Field Replacement, underlayment improvements and Track Replacement. We recommend approval of the proposal amount and award of the contract to FieldTurf.

The total proposal amount of \$853,532 for the work is approximately \$145,000 below our estimate for the work assuming a **discounted cost proposal from Field Turf due to warranty replacement**; and approximately \$345,000 below the anticipated open market price. As you know, competitive proposals were received several years ago through CMAS last year for the synthetic turf field replacement at Torrey Pines High School from three vendors. That contract was awarded to Fieldturf on the basis of their proposal and it appears they have continued their aggressive pricing to retain all facilities in the District. **Award of this agreement will standardize the same synthetic turf field surfacing and supplemental pad system at all of the District's high schools.**

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Harding", is written over a light blue horizontal line.

Robert Harding, Principal
D.A. Hogan & Associates, Inc.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 2, 2016

BOARD MEETING DATE: April 2, 2015

PREPARED BY: Christina M. Bennett, Director of Purchasing/Risk Mgt
Eric R. Dill, Associate Superintendent/Business

SUBMITTED BY: Rick Schmitt
Superintendent

SUBJECT: AWARD / RATIFICATION OF CONTRACTS

EXECUTIVE SUMMARY

On March 17, 2015 district staff received a proposal from FieldTurf USA, Inc. for the La Costa Canyon High School synthetic turf field replacement, underlayment improvements and track replacement B2015-06.

The proposal was compliant with all requirements of the California Multiple Award Schedules (CMAS) bid requirements established by Department of General Services (DGS) for CMAS contract 4-06-78-0031A.

CMAS contracts are established for information technology and non-information technology products and services that have been competitively assessed, negotiated, or bid primarily by the federal General Services Administration (GSA), but not exclusively. This CMAS contract is based on GSA contract GS-07F-9631S.

The contracts are structured to comply with California procurement codes, guidelines, and policies, and provide for the highest level of contractual protection.

The offer was evaluated by district staff, as well as the district's consultant on the project D.A. Hogan.

The total proposal amount of \$853,532.00 for the work is approximately \$145,000.00 below the original estimate for the work assuming a discounted cost proposal from FieldTurf based on a warranty replacement of the existing turf, and is approximately \$345,000.00 below what the district had anticipated based on an open market price.

Award of this contract will standardize the same synthetic turf field surfacing and supplemental pad system at all of the district's high schools.

RECOMMENDATION:

Approve entering into a contract with FieldTurf USA, Inc., for synthetic turf field replacement, underlayment improvements and track replacement B2015-06, during the period April 3, 2015 through project completion, for an amount not to exceed \$853,532.00, and authorize Christina M. Bennett or Eric R. Dill to execute all pertinent documents.

FUNDING SOURCE:

School Facilities Fund 35-00, and designate this as a priority project that will be paid from savings from the San Dieguito High School Academy new construction project 50/68346-00-003.

**DOCUMENT 00500
AGREEMENT**

THIS AGREEMENT, made this 3 day of April, 2015 in the County of San Diego, State of California, by and between the **San Dieguito Union High School District**, hereinafter called the District, and **FieldTurf USA. Inc.**, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**LA COSTA CANYON HIGH SCHOOL FIELD REPLACEMENT & TRACK RESURFACING
B2015-06**

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed within fifty-six (56) calendar days from and after the date stated in such notice, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of Eight Hundred Fifty-Three Thousand Five Hundred Thirty-Two and no/Dollars (\$853,532.00), said sum being the total amount of the following amounts stipulated in the RFO:

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or

the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for RFOs

Information for Proposers

RFO, as accepted

Schedule of Values (CMAS specifically priced and non-specifically priced (NSP) items)

CMAS Contract (including):

- Cover page with Department of General Services (DGS) logo and CMAS analyst's signature.
- CMAS Ordering Instructions and Special Provisions.

- Payee Data Record (Std. 204)
- California CMAS Terms and Conditions.
- Federal General Services Administration (GSA) contract or non-GSA multiple award contract terms and conditions.
- Federal General Services Administration (GSA) contract or non-GSA multiple award contract products, services, and prices.

Designation of Subcontractors
 Noncollusion Affidavit
 Agreement
 Performance Bond
 Payment Bond for Public Works
 Contractor's Certificate Regarding Workers' Compensation
 General Conditions and Special Conditions
 Specification Addenda Nos. _____, _____, _____, as issued
 Drawings
 Contractor Registration Certification Form (One for each Contractor and Subcontractor)

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:
 FieldTurf USA, Inc.

DISTRICT:
 San Dieguito Union High School District

License No. 849044

By _____

By _____

Its _____

Its: Director of Purchasing & Risk

(Corporate Seal)

Board Approval Date: April 2nd, 2015

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board
9821 Business Park Drive
Sacramento CA 95827
(916)255-3900; <http://www2.cscb.ca.gov/>
(Business & Professions Code, section 7030)



Purchase Order

San Dieguito UHSD
 710 ENCINITAS BLVD
 ENCINITAS CA 92024
 United States

Supplier: F13480
 FIELDTURF USA INC
 8088 MONTVIEW ROAD
 MONTREAL QC H4P 2L7
 Canada
 Phone: 514/340-9311
 FAX: 514/340-9374

CHANGE ORDER

Dispatch via Print

Purchase Order 04500-0000001922	Date 08/24/2015	Revision 2 - 03/23/2016	Page 1
Payment Terms Due Now	Freight Terms Origination	Ship Via Common Car	
Buyer Doug Gilbert	Phone 760/753-6491	Currency USD	

Ship To: 0000000010
 LA COSTA CANYON HS
 ONE MAVERICK WAY
 CARLSBAD CA 92009
 United States

Bill To: BUSINESS DEPT
 710 ENCINITAS BLVD, STE 201
 ENCINITAS CA 92024
 United States

Tax Exempt? N Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	La Costa Canyon Stadium. Piggy Back with DA Hogan SEE COMMENTS.		1.00	EA	853,532.00	0.00	CANCEL
Schedule Total						0.00	
Item Total						0.00	
2- 1	Demolition, Removal, Recycling, and Base Preparation		1.00	EA	85,818.00	85,818.00	10/31/2015
Schedule Total						85,818.00	
Item Total						85,818.00	
3- 1	FieldTurf Revolution (FTRV-2) Surfacing		1.00	EA	206,617.00	206,617.00	10/31/2015
Schedule Total						206,617.00	
Item Total						206,617.00	
4- 1	Beynon BSS300 LE		1.00	EA	378,036.00	378,036.00	10/31/2015
Schedule Total						378,036.00	
Item Total						378,036.00	
5- 1	Beynon BSS50 (modified)		1.00	EA	173,540.00	173,540.00	10/31/2015
Schedule Total						173,540.00	
Item Total						173,540.00	
6- 1	Bonding		1.00	EA	9,521.00	9,521.00	10/31/2015
Schedule Total						9,521.00	
Item Total						9,521.00	
7- 1	CO# 3 Adding Funds for additional track surface at \$57.90 a Sq Yd		1.00	EA	6,198.62	6,198.62	03/23/2016
Schedule Total						6,198.62	
Item Total						6,198.62	

La Costa Canyon Stadium using CMAS Contract 4-06-78-0031A Field Turf and CMAS Contract 4-12-78-0063A Beynon Sports Surfaces. Please send PO to Tim Coury at tcfieldturf@cox.net B2015-06; 11.17.15 finished canceling line 1 to release pre-encumbrance. cb CO# 3 DG 03/23/2016

Total PO Amount

859,730.62

Authorized Signature

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO GENERAL CONTRACTOR:
 SAN DIEGUITO UNION HIGH SD
 710 ENCINITAS BLVD
 OLIVEHAIN, CA 92024
 FROM CONTRACTOR:
 FieldTurf USA, Inc.
 175 North Industrial Blvd
 Calhoun, GA 30701

PROJECT: LA COSTA CANYON

APPLICATION NO: 2

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: 7/31/15

REMITTANCE ADDRESS:
 7445 Cote-de-Liesse Road, Suite 200
 Montreal, QC H4T 1G2

PROJECT NOS:

WIRE DETAILS: Bank of America; Account Number: 4427657113
 Transfer routing (ABA): 026009593; ACH routing (ABA): 111000012

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>853,532.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>853,532.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>822,870.30</u>
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	<u>41,143.52</u>
b. % of Stored Material (Column F on G703)	\$	<u> </u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>41,143.52</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>781,726.79</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>231,792.19</u>
8. CURRENT PAYMENT DUE	\$	<u>549,934.60</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>71,805.22</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: July 29, 2015
 Christopar Papazian
 State of: Quebec, Canada County of: Montreal
 Subscribed and sworn to before me this 29th day of July, 2015
 Notary Public: Karen LeBlanc
 My Commission expires: May 11th, 2017 [Signature]

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 2

Contractor's signed certification is attached.

APPLICATION DATE: 07/29/15

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 07/31/15

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Demolition, Removal, Recycling and Base Preparation	\$85,818.00	\$60,930.78	\$24,887.22		\$85,818.00	100.00%		\$4,290.90
2	FieldTurf Revolution (FTRV-2) Surfacing	\$206,617.00	\$0.00	\$185,955.30		\$185,955.30	90.00%	\$20,661.70	\$9,297.77
3	Beynon BSS300 LE	\$378,036.00	\$0.00	\$368,036.00		\$368,036.00	97.35%	\$10,000.00	\$18,401.80
4	Beynon BSS50 (modified)	\$173,540.00	\$173,540.00			\$173,540.00	100.00%		\$8,677.00
5	Bonding	\$9,521.00	\$9,521.00			\$9,521.00	100.00%		\$476.05
GRAND TOTALS		\$853,532.00	\$243,991.78	\$578,878.52	\$0.00	\$822,870.30	96.41%	\$30,661.70	\$41,143.52

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity