



SOURCEWELL QUOTATION

Sourcewell (Formerly NJPA) Contract # 060518-FTU

CA GC LICENSE # 849044

This QUOTATION is dated this **12th** day of **April 2022**.

Between: **City of Santa Ana (The "Customer")**
20 Civic Center Plaza
Santa Ana, CA 92701
Michael Ortiz
714-615-0892
mortiz@santa-ana.org

And: **FieldTurf USA, Inc. (The "Supplier")**
175 N. Industrial Blvd. NE
Calhoun, GA 30701

Tel: (514) 340-9311
 Fax: (514) 340-9374

NJPA is now called Sourcewell. FieldTurf USA, Inc. is pleased to present the following proposal based on the Sourcewell contract (formerly NJPA) pricing. Sourcewell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcewell Contract # 060518-FTU.

WHEREAS Supplier wishes to sell, supply and install via Direct Purchase under our Sourcewell Agreement: an artificial in-filled playing surface for use as an outdoor soccer field detailed below measuring approximately **85,813 sq ft.** to the Customer located at **Santa Anita Park – 300 S. Figueroa, Santa Ana, CA 927020.**

WHEREAS the Customer wishes to purchase same on the preliminary terms and conditions set out below;

QUOTATION DETAILS:

THE PRODUCT

The Supplier hereby agrees to sell, to supply and to install **FieldTurf Vertex Prime** infilled artificial soccer grass and **FieldTurf VersaLush** artificial landscape grass ("The Products") for use on an outdoor field measuring approximately **85,813 sq. ft.** to be installed on a suitable base constructed by others at The Site according to the City of Santa Ana Design Plans/Specs.





SUPPLY OF PRODUCT

The Supplier shall perform the work required by this Agreement as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the work and in a good and workmanlike fashion, and subject to and in accordance with the terms and conditions hereof.

The Supplier requires a minimum of 12 weeks lead time from the acceptance of layouts and approval of all plans prior to any work commencing at the Site.

SITE PREPARATION WORK

Notwithstanding, any work regarding the base construction of the fields ensuring its planarity ready for surfacing is specifically excluded from the Supplier's scope of work and the Sourcewell Agreement. We anticipate all base specifications from The City will be followed prior to acceptance by FieldTurf. Once the project bids and a General Contractor is selected, FieldTurf will attend all Construction Meetings necessary to insure a timely and cooperative project by all parties.

PRICE

The purchase price for the Products fully installed are below, plus any other permanent inlaid lines, logos not listed, and any other unforeseen costs.

The Purchase Price is subject to increase if affected by a tax increase, new taxes, and levies or any new legally binding imposition affecting the transaction.

Soccer Field: FieldTurf Vertex Prime 2.25" series turf:

FieldTurf / Installed 78,392 sq ft	\$409,990
FieldTurf CoolPlay	\$39,196
Midfield Logo / City of Santa Ana	\$15,500
8 year 3 rd Party Insured Warranty	INCLUDED
Sourcewell Fees	INCLUDED
Sales Tax on materials only (9.25%)	\$29,085
Bonds 1.25%	\$6,172
SubTotal Sourcewell Quote Soccer Field	\$499,943.00





Soccer Field Perimeter Slope: FieldTurf VersaLush series turf :

FieldTurf VersaLush / Installed	7,421 sq ft	\$52,095
FieldTurf CoolPlay		\$3,710
8 year 3 rd Party Insured Warranty		INCLUDED
Sourcewell Fees		INCLUDED
Sales Tax on materials only (9.25%)		\$3,613
Bonds 1.25%		\$742
SubTotal Sourcewell Quote Soccer Perimeter Slope		\$60,160.00
Maintenance Equipment GroomRight		\$5,500
Maintenance Equipment FieldSweep		\$2,995
Total Sourcewell Contract Cost Santa Anita Park:		\$568,598.00

The Purchase Price shall be payable to Supplier by way of wire transfer or banker's cheque in accordance with the following payment schedule:

- i) **Thirty five percent (35%)** of the Purchase Price due upon Customer's execution of the Supplier's Sales Agreement;
- ii) **Thirty-five percent (35%)** of the Purchase Price on delivery and receipt of the components of the Product to the Site;
- iii) **Twenty-five percent (25%)** of the Purchase Price upon completion of the work;
- iv) Remaining balance **five percent (5%)** upon the signing of the Certificate of Completion.

The Supplier will issue an invoice to Customer upon the occurrence of each of the events listed above, and payment of each invoice is due within 10 days following the date to the applicable invoice.

Any unpaid balance bears interest at a rate of 10% per year.





ACCEPTANCE

Upon the Supplier giving the Customer notice of completion of the work, the parties agree, acting reasonably, to mutually determine whether same conforms to the requirements of this Agreement and in the event the parties mutually determine that there are deficiencies, the Supplier will undertake to correct the deficiencies noted ("Acceptance");

Upon Acceptance both parties sign the Certificate of Completion in the form currently in force;

The Warranty takes effect upon the signing of the Certificate of Completion.

No use whatsoever shall be made of the fields by the Customer until the Certificate of Completion is signed and delivered to Supplier.

Any such use will be deemed as Acceptance of the fields, triggering final payment and will automatically void any and all warranty of the work, subject to the reinstatement of the Warranty later at the discretion of the Supplier upon the signing of the Certificate of Completion and final payment.

The Customer shall prohibit use of the fields if the Customer alleges said fields to be incomplete or dangerous. For greater security, in the event that the Customer deems the fields to be incomplete or dangerous the Customer will immediately notify its insurers of this additional risk.

INSTALLATION

The installation of the Product shall be performed by Supplier's designated and approved installers. The Customer agrees to allow representatives of Supplier all necessary uninterrupted access and suitable staging area to the site for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.

Minimum staging area required is **9,625 square feet** and no more than 100 feet from the fields. Minimum access should be 15 feet wide by 15 feet high. A 25 feet wide by 25 feet long hard or paved surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of in-fill material. Access to any fields will include suitable bridging by the Customer over the field curbs from the staging area to permit suitable access to the field by low clearance vehicles.

Force Majeure. No Party shall be liable for delay or failure to perform under this Agreement if such delay or failure is due to any contingency beyond its reasonable control, including acts of God, war, explosion, fire, flood or civil disturbance or labor actions, disputes and disruptions by the employees or sub-trades of either Party hereto or delay or destruction caused by public carrier.

In addition to force majeure, the parties recognize that in certain cases severe weather while not constituting force majeure could delay the installation process of the work contemplated under this agreement.





The Supplier shall not be responsible for any acts of violence or vandalism. The Customer holds Supplier harmless and indemnifies the Supplier from vandalism and acts of violence regarding the present project.

The Customer understands that it is to its benefit and therefore undertakes to accept and store for the length of the warranty period, the remaining synthetic turf left over from the project in case of need.

THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SUPPLIER'S STANDARD SOURCEWELL AGREEMENT WHICH SHALL PREVAIL OVER THIS QUOTATION, AND BE SUBJECT TO CHANGE WITHOUT NOTICE FROM TIME TO TIME.

THIS QUOTATION IS OPEN FOR ACCEPTANCE FOR A PERIOD OF 60 DAYS, AFTER WHICH TIME, IF NOT ACCEPTED, IT WILL BE NULL AND VOID.

FOR QUESTIONS, PLEASE CONTACT YOUR FIELDTURF REPRESENTATIVE IN SOUTHERN CALIFORNIA; TIM COURY BY TELEPHONE (760) 310-2139, EMAIL tcfieldturf@gmail.com

ACCEPTED QUOTATIONS, DULY SIGNED SHALL BE SENT TO:

**1- FIELDTURF USA, INC. 825 DeWitt Ave, Encinitas, CA 92024, TELEPHONE (760) 310-239, FAX (760) 632-0906 EMAIL tcfieldturf@gmail.com
ATTENTION: Tim Coury, Regional VP Sales**

READ, AGREED, AND ACCEPTED

Per: _____ Date: _____

