

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FIELDTURF USA, INC.

This Agreement is entered into this 25th day of June, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and FieldTurf USA, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of installing field turf at Flood Park.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION ONE-HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED EIGHTY-NINE DOLLARS (\$1,123,689). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 25, 2024, through December 31, 2024.

5. Termination

This Agreement may be terminated by Contractor or by the Parks Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided, which include any materials delivered, supplied, manufactured, ordered and/or procured, prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of

such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance.....\$1,000,000
- (c) Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance

with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified

individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or

representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Nicholas Calderon, Director
Address: 455 County Center 4th Fl, Redwood City, CA 94086
Telephone: (650) 599-1386
Email: ncalderon@smcgov.org

In the case of Contractor, to:

Name/Title: Sara Marinelli, Project Manager
Address: 175 N Industrial Blvd NE. Calhoun, GA 30701
Telephone: (514) 799-8864
Email: Sara.marinelli@fieldturf.com

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

19. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

20. Construction Claims

Contractor is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those sections relate to the resolution of construction claims, and to Section 3186 of the Civil Code, as amended January 1, 1999, with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost of litigation. The Contractor is further notified that all provisions of Sections 9204 et seq. and 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become integral part of this contract.

21. Surety Bonds

a. Payment Bond

In accordance with California Civil Code 9550 to 9566 and 9100 to 9364, both inclusive, for any "public work" involving an expenditure in excess of \$25,000, Contractor shall file a good and sufficient bond with County in an amount not less than 100 percent of the total amount payable pursuant to this Agreement. The bond shall be in the form of a bond and not a deposit in lieu of

a bond. The bond shall be executed by an admitted surety insurer. The payment bond shall provide that if Contractor or its subcontractor fails to pay any of the following, the surety will pay the obligation and, if an action is brought to enforce the liability on the bond, a reasonable attorney's fee, to be fixed by the court:

- (1) A person authorized under Section 9100 to assert a claim against a payment bond.
- (2) Amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the public works contract.
- (3) Amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the work and labor.

The payment bond shall be conditioned for the payment in full of the claims of all claimants and by its terms inure to the benefit of any person authorized under Section 9100 to assert a claim against a payment bond so as to give a right of action to that person or that person's assigns in an action to enforce the liability on the bond.

b. Performance Bond

Contractor is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof, in an amount not less than 100 percent of the total amount payable pursuant to this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: [FIELDTURF USA, INC.]



Contractor Signature Darren Gill,
Executive VP

6/14/2024

Date

FieldTurf USA, Inc.

Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Location:

Flood Park
215 Bay Rd
Menlo Park, CA 94025

Scope of Work:

Contractor shall furnish and install a multi-use sports field at Flood Park pursuant to the Project Landscape plan. Contractor shall construct the sports field's subsurface support and drainage system and irrigation/watering system, before installing the artificial turf field as well as off-haul and dispose of any excess spoils or materials at Flood Park. Contractor shall manage the project.

CIVIL SCOPE INCLUDES:

- a) Mobilization
- b) Supervision for Contractor's work
- c) Acceptance of prepared subgrade to within 1/2"
 - a. Contractor shall perform stringline verification of synthetic field subgrade area to verify 1/2" tolerance is achieved by County's grading contractor. Any deviations out of compliance shall be fixed by County's contractor.
- d) Acceptance of concrete curbs at perimeter of field
- e) Drainage
 - a. Furnish & install new subdrain system using 8" CHDPE silt tight gasket pipe fittings for perforated lines. (Approximately 620 LF)
 - b. Line trench walls and bottom with 10Mil Visqueen and Mirafi 140N as specified and backfill synthetic turf subdrain lines with 3/4" x 1/2" crushed rock capped with up to 1" of 1/4" chip washed aggregate
 - c. Furnish & install 1" x 12" flat drains on subgrade
 - d. Offhaul and dispose of excess spoils generated
- f) Furnish & install Mirafi 140N fabric over compacted subgrade
- g) Furnish & install 2"x4" composite nailer board on to existing concrete curb
- h) Furnish & install 6-7" class II permeable base across entire field area
- i) Fine grade to within FieldTurf tolerances

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. The County agrees to pay Contractor within thirty (30) days upon receipt of a written itemized invoice identifying the County agreement number, task performed or task order (if applicable) and specific work completed. Payment will be issued when work is completed and after project inspection by Supervising Ranger or Park Superintendent. Billing rates for services provided under this Agreement shall be based upon the Contractor's most current fee schedule or in reference to the attached proposal under Attachment A as part of this Agreement. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.
2. The County's total fiscal obligation under this Agreement shall not exceed **\$1,123,689.00** unless said amount is authorized to be increased by the Parks Director or his/her designee by written amendment to this Agreement.
3. Of the contract amount, \$1,021,536 shall be for labor and material as shown below. The remaining \$102,153.00 shall be owner's contingency.

	Flood Park	Quantity	Units	Unit Price	Total
	Sitework				
1	Civil Scope (Description Below)	48,100	SF	\$12.08	\$581,035.00
	Subtotal Site Work				<u>\$581,035.00</u>
	Synthetic Turf & Pad				
2	FieldTurf Vertex Prime 2"	48,100	SF	\$5.11	\$246,005.00
3	FitTurf at VolleyBall Court (loose lay over stone base, no pad, no infill) 1-year warranty	360	SF	\$5.11	\$1,841.00
4	PureSelect Cork Infill	48,100	SF	\$0.65	\$31,499.00
5	Soccer markings	1	LS	\$6,000.00	INCLUDED
6	Mini soccer markings	2	EA	\$6,000.00	INCLUDED
7	FieldTurf Shockbase PRO Shockpad with ProPex Liner	48,100	SF	\$2.39	\$114,850.00
8	FieldTurf GroomRight Groomer & FieldSweep Sweeper	1	LS	\$9,817.00	\$9,817.00
9	G-Max Testing at completion	1	EA	\$1,515.00	\$1,515.00
10	Taxes	1	LS	\$19,654.00	\$19,654.00
11	8-year 3rd Party Pre-Paid Insured warranty (soccer field turf)	1	LS	INCLUDED	INCLUDED
	Subtotal Synthetic Turf & Pad				<u>\$425,181.00</u>
12	Performance & Payment Bonds	1	LS	\$15,320.00	\$15,320.00
	Flood Park Total				<u>\$1,021,536.00</u>

Flood Park

CMAS Breakdown

Proposal Line #	CMAS Line #	ITEMS ON FIELDTURF CMAS CONTRACT:	CMAS Price	QTY	Unit	Labor	Materials	Final Cost to Customer	
1	116	Mobilization/General Conditions	\$ 22,000.00	1	EA	\$ 5,500.00	\$ 16,500.00	\$ 22,000.00	
1	117	DE&S	\$ 249.99	70	HR	\$ 17,499.30	\$ -	\$ 17,499.30	Conformance Surveys & Construction Surveying
1	176	Temp Protection of Hardscapes	\$ 261.25	20	LF	\$ 1,567.50	\$ 3,657.50	\$ 5,225.00	
1	110	Furnish and Install Flat Drains	\$ 9.54	2,400	LF	\$ 6,525.36	\$ 16,370.64	\$ 22,896.00	
1	111	PVC 12"	\$ 41.99	620	LF	\$ 10,413.52	\$ 15,620.28	\$ 26,033.80	
1	180	Impermeable Liner	\$ 1.57	7,440	SF	\$ 4,088.28	\$ 7,592.52	\$ 11,680.80	At Drainage Trench
1	109	Geo Textile Fabric/Mirafli	\$ 0.25	7,440	SF	\$ 530.10	\$ 1,329.90	\$ 1,860.00	At Drainage Trench
1	284	Composite Nailor Board	\$ 15.53	890	LF	\$ 8,984.11	\$ 4,837.60	\$ 13,821.70	
1	109	Geo Textile Fabric/Mirafli	\$ 0.25	48,100	SF	\$ 3,427.13	\$ 8,597.88	\$ 12,025.00	
1	115	Base Stone	\$ 53.00	400	TON	\$ 6,042.00	\$ 15,158.00	\$ 21,200.00	Drainage Rock in Infiltration Trench
1	114	Finish Stone	\$ 190.99	2,182	TON	\$ 94,546.95	\$ 302,815.66	\$ 412,362.40	7" class II perm
1	107	Laser Grade	\$ 0.30	48,100	SF	\$ 14,431.00		\$ 14,431.00	
2	16	FieldTurf Verlex Prime 2"	\$ 6.26	48,100	SF	\$ 97,161.00	\$ 148,844.00	\$ 246,005.00	
3	211	FitTurf at Volleyball Court (loose lay over stone base, no pad, no infill)	\$ 15.90	360	SF	\$ 613.80	\$ 1,227.20	\$ 1,841.00	
4	71	PureFill Cork Infill	\$ 1.63	48,100		-	\$ 31,499.00	\$ 31,499.00	
5	76	Soccer Markings	\$ 9,974.81	1		\$ 7,500.00		\$ -	
6	76	Mini Soccer Markings	\$ 9,974.81	2		\$ 7,500.00		\$ -	
7	99	FieldTurf ShockBase PRO shockpad with ProPex Liner	\$ 2.61	48,100		\$ 15,890.00	\$ 99,160.00	\$ 114,850.00	
8	118	FieldTurf FieldSweep	\$ 4,584.38	1	EA	\$ -	\$ 748.99	\$ 748.99	
8	119	FieldTurf GroomRight	\$ 9,068.01	1	EA		\$ 9,068.01	\$ 9,068.01	
9	93	G-Max at completion	\$ 1,632.24	1	EA	\$ 1,515.00		\$ 1,515.00	
10		Taxes					\$ 19,654.00	\$ 19,654.00	
11		8-Year 3rd Party Pre-Paid Insured Warranty						Included	
12		Payment and Performance Bonds				\$ 4,621.43	\$ 10,898.36	\$ 15,320.00	
		TOTAL				\$ 308,156.47	\$ 713,379.53	\$ 1,021,536.00	

4. **Change Orders.** A Change Order is a mutually agreed upon written order adjusting the Contractor's Scope of Work, Contract Price, Contract Time or any combination. A Change Order may come through an Owner Elected Change, or Contractor's request. All changes in the Work will only be authorized by an Owner Elected Change, or Owner executed Change Order and performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor and Owner indicates an agreement to any adjustment in the Contract Time, and/or Contract Price, which includes all Costs of Work plus Fee, and that the adjustments in the Change Order fully and completely resolves any claim by Contractor for additional compensation or time arising from or related to the subject of the Change Order. Change Orders for additional Work that was not considered as part of the Contract Price are limited to the following circumstances and, therefore may impact the Contract Price, and may or may not impact Contract Time:
- i. Owner Elected Changes
 - ii. Force Majeure Events
 - iii. Unforeseen and Differing Site Conditions
 - iv. Owner's Suspension of the Work
 - v. Changes in applicable law
- a. **Owner Elected Change.** The Owner will initiate a Change Order by providing the Contractor with a written summary of the Owner Elected Change. Within 10 business days of receipt of an Owner Elected Change, or such other mutually-agreed upon period for more complex or extensive Owner Elected Changes, the Contractor must submit a complete cost proposal for the revised scope to the Owner, as well as any proposed change in Contract Time under Section 8. The Owner will review and evaluate the Contractor's cost proposal and any proposed change in Contract Time, before presenting the Design-Builder with a proposed Change Order at either its regular weekly meeting or a special meeting.
 - b. **Contractor Initiated Changes.** The Contractor must provide the Owner written notice of a proposed change within 5 business days of discovery of the facts or circumstances giving rise to the proposed change order.

- c. Submission. All claims for additional compensation or extensions in Contract Time will be presented in writing to the Owner for review. The Owner will either discuss the proposed change at its regular meeting or will call a special meeting to meet and review the proposed change. At the conclusion of the meeting an Owner Elected Change may be issued. Consistent with Owner's internal procedures, a change order request may require approval from Owner's Board of Trustees. All Change Orders must be approved by the Owner before t
 - d. he expense is incurred. Additive Change Orders will affect Contract Price and may affect Contract Time, subject to Section 8. Deductive Change Orders will affect Contract Price and may affect Contract Time.
5. Contractor pricing follow CMAS Contract (4-06-78-0031A).