

Date: December 12, 2018

To: Village of Orland Park

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Phone: (708) 403-6218

From: Jonathan Huard Phone: (630) 474-9817

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Subject: <u>Village of Orland Park – Indoor Field Replacement</u>

FieldTurf USA, Inc. is pleased to present the following proposal based on the <u>Sourcewell</u> contract (formerly NJPA) pricing. <u>Sourcewell</u> 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 <u>Sourcewell</u> Contract # 060518.

Click on the following Sourcewell hyperlink for contract due diligence documentation: Sourcewell

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

	Description - Village of Orland Park - Indoor Field	Quantity	Units	Unit Price	Total
	Sitework				
	Synthetic Turf				
1	FieldTurf XTHD-2	20,475	SF	\$5.35	\$109,541.25
2	Inlaid Mini Soccer Markings	1	EA	\$7,280.00	DONATED
	Subtotal Synthetic Turf				<u>\$109,541.25</u>
	Subtotal Project				\$109,541.25
3	Performance & Payment Bonds	1	LS	\$1,262.12	\$1,262.12
	Total - Village of Orland Park - Indoor Field				\$110,803.37

EXCLUSIONS:

- a) The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the planarity, the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) The supply or installation of the field edging
- c) Any costs associated with necessary charges relating to the delineation of the field
- d) Unless otherwise specified, does not include any G-max testing
- e) The supply of manholes or clean-outs or grates, or supply of the manhole covers; and
- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- g) Any electrical work

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- h) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated.
- Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play
- j) Design services and construction documentation, including, but not limited to: conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as-built drawings.
- k) Replacement or modification to the existing perimeter nailer board
- FieldTurf is not altering or improving the existing drainage under the existing turf limits. No repairs, removal, milling, ponding or flooding within the existing base is included and will remain the responsibility of the owner.
- m) Site security (I.E. Patrols)
- n) Maintenance Equipment
- o) Small vehicle to tow FieldTurf maintenance equipment
- p) All applicable taxes, owner to provide a tax exempt certificate
- q) Unless otherwise specified, does not include any G-max testing.

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and force majeure.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) remaining balance upon substantial completion of FieldTurf's obligations.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punchlist items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

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- k) Union wages are included
- I) The FieldTurf product carries a 5 year 3rd party insured warranty.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Cooperative Purchasing Program. 888-209-0065, ext. 246 or via e-mail at eric.fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com.

