

ORDINANCE NO. 1618

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH FIELD TURF USA INC. IN THE AMOUNT OF \$1,441,540.50 FOR TURFING AND LIGHTING MAPLE STREET PARK INFIELDS.

WHEREAS, the City of Canby budgeted to contract for the installation of new lighting and turf for the infields at Maple Street Park;

WHEREAS, Field Turf USA Inc. was selected as a qualifying Contractor;

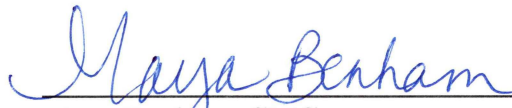
WHEREAS, the City of Canby has budgeted for turfing and lighting the infields at Maple Street Park in the adopted FY 2023/24 budget in the amount of \$1,600,000; and

WHEREAS, the Canby City Council has reviewed the contract price of \$1,441,540.50 and believes this to be in the best interest of the City to execute a contract with Field Turf USA Inc.

NOW THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into an agreement with Field Turf USA Inc. in the amount of \$1,441,540.50.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, March 6, 2024, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, March 20, 2024, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.



Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 20th day of March, 2024, by the following vote:

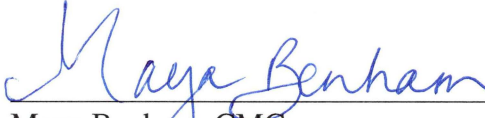
YEAS 6

NAYS 0



Brian Hodson
Mayor

ATTEST:



Maya Benham, CMC
City Recorder

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Maya Benham, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 6th day of March, 2024 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1618 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

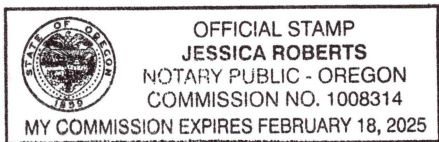
Thereafter, on the 7th day of March, 2024, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building
- 2. Canby Post Office
- 3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 20th day of March, 2024.

Maya Benham
Maya Benham, CMC
City Recorder

Subscribed and sworn to before me this 27 day of March, 2024.



Jessica Roberts
Notary Public for Oregon
My Commission Expires: 2/18/25

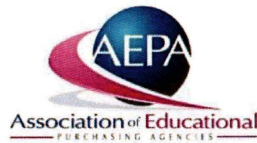
COOP PRICING PROPOSAL



MAPLE STREET PARK INFIELDS

February 16, 2024

FieldTurf USA Inc is pleased to present the following proposal. FieldTurf pricing is based on the Oregon Inter-mountain ESD (IMESD) cooperative purchasing agency. IMESD is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #024



Click on the following AEPA hyperlink for more information:

[AEPA IFB #24](#)

Field Name / North and South Softball Infields	LUMP SUM
FieldTurf DoublePlay Natural Clay & Vintage40-90 on approx. 23,553 SF total.	\$ 1,361,961.99
Price includes:	
a) Civil Scope (see detail in inclusions below)	
b) Installation of the artificial in-filled grass surface upon a suitable base for both the North and South fields.	
c) Supply and install of inlaid softball markings on both infields.	
d) An 8-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface, apart from the base areas and slide zones, which will carry a 2-year manufacturer's warranty. Furthermore, the following designated high traffic areas are excluded from the warranty: home plate, pitcher's mound, pitcher's lane, catcher's box, batting cage and bullpen area.	
Performance & Payment Bonds	\$ 20,735.87
Total	\$ 1,382,697.86

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ALTERNATE PRICE

ADD Alternate No. 1: Civil Scope	LUMP SUM
Perimeter Walkway Lighting	\$ 57,960.00
Performance & Payment Bonds	\$ 882.64
Total	\$ 58,842.64

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf DoublePlay Natural Clay and Vintage40-90 system, with the following product characteristics:

VINTAGE-40-90

Pile Height: 1.6 Inches
Infill Weight: 5.4lbs sand & 1.5lbs ambient rubber per sq.ft.
Pile Weight: 90 oz/yd²

NATURAL CLAY (XT-50-3/8)

Pile Height: 2 Inches
Infill Weight: 5.4bs sand & 1.5lbs ambient rubber per sq.ft.
Pile Weight: 42 oz/yd²
Total System Weight: 1059 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

CIVIL SCOPE:

- a) Mobilization.
- b) Excavate for 6" stone aggregate base. Excavated materials to be exported to Owner's dump site. Dump and go at no cost to contractor.
- c) Furnish-install flat tile draining into new curtain drain.
- d) Furnish-install non-woven separation fabric.
- e) Furnish-install 2" x 4" PT nailer board, all sides.
- f) Furnish-install two-layer (4" + 2") stone aggregate base for synthetic turf.
- g) Furnish-install stanchion style plates, bases, and pitching rubber.
- h) Civil scope based on HHPR plan set 12/31/2023.

MUSCO LIGHTING SYSTEM:

- a) Musco Light-Structure System with Total Light Control – TLC for LED Technology
- b) Guaranteed light levels of 35 footcandles (infield) 25 footcandles (outfield) and uniformity of 2:1 (infield) and 2.5:1 (outfield).

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- c) (10) Pre-cast concrete bases with integrated lighting grounding.
- d) (10) 70' and 80' Galvanized steel poles.
- e) (10) Factory wired pole top luminaire assemblies.
- f) Factory wired and tested remote electrical component enclosures.
- g) Pole length, factory assembled wire harness.
- h) (60) Factory aimed and assembled TLC-LED luminaires, including BallTracker™ luminaires.
- i) UL Listed assemblies.
- j) Lighting contractor cabinet to provide onsite on/off control.
- k) Control-Link® Control and Monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support.
- l) Operation and Warranty services:
 - i. Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors.
 - ii. Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

LIGHTING SCOPE:

- a) Deliver and unload Musco equipment.
- b) Auger and set ten (10) Musco pre-cast foundation (s).
- c) Assemble and stand Musco equipment.
- d) Trenching/boring and backfill.
- e) Furnish-install conduit, wire, and in-ground boxes.
- f) Furnish-install new breakers (as needed), contactors, and control equipment.
- g) Wire, energize, and commission.
- h) Site cleanup.
- i) Testing and train staff.
- j) Transformer/service and trenching conduit, and wire from the service/transformer location to the distribution equipment is included. The installation of the distribution equipment, control cabinet and commissioning are all included,
- k) Electrical and Building permit included.

TURF INSTALLATION:

- a) Installation of the artificial in-filled grass surface upon a suitable base for both the north and south infields.
- b) Supply and install of inlaid Softball markings.
- c) Prevailing Wages.
- d) An 8-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface, apart from the base areas and slide zones, which will carry a 2-year manufacturer's warranty. Furthermore, the following designated high traffic areas are excluded from the warranty: home plate, pitcher's mound, pitcher's lane, catcher's box, batting cage and bullpen area.

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PRICE DOES NOT INCLUDE:

- a) Any costs associated with necessary changes relating to the delineation of the field.
- b) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers.
- c) 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.
- d) The design and implementation of a storm water pollution prevention plan.
- e) Site security. Contractor responsible to secure their equipment and materials.
- f) Silt fencing
- g) Signage
- h) Rock (boulder) excavation
- i) Excavation/backfill of unknow underground obstructions.
- j) Dewatering
- k) Excavation, handling, or disposal of contaminated soils
- l) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- m) Any hard surface work, including concrete/asphalt cutting, installation, milling, removal, or replacement not specifically noted in inclusions.”
- n) Installation of manholes, junction boxes, gabions, concrete rip wrap, storm drainage not related to the field construction, grate inlets and reinforced concrete pipe.
- o) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- p) Batting cage work.
- q) Athletic equipment not noted above.
- r) Fencing. (Existing fence to remain as is).
- s) Work on backstop boards.
- t) Work on natural turf areas.
- u) Concrete curbs.
- v) Remove or salvage existing site furnishings (bases, benches, trash cans to be removed by Owner prior to start of contractor work.)
- w) Cement treated base.
- x) Irrigation (Owner to locate and mark any existing irrigation and other private utilities, and bear sole responsibility for any of those not located, pot-holed, and staked.)
- y) Temporary construction fence (Owner to cordon off areas for pedestrian safety.
- z) Transformer/service and trenching, conduit, and wire from the service/transformer location to the distribution equipment not specifically noted in the inclusions.
- aa) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.

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- bb) Permit fees, Inspection fees other than specifically noted in the inclusions.
- cc) Site grow-in.
- dd) Pre-shipment testing of materials.
- ee) Supply and install of shock pad underlayment (e-layer, brock or other pre-fabricated padding).
- ff) Supply and install of any inlaid turf logos.
- gg) Any post install turf testing (e.g. Gmax, HIC or permeability)
- hh) Maintenance Equipment (e.g. GroomRight or FieldSweep).
- ii) A vehicle to tow FieldTurf maintenance equipment.
- jj) Any maintenance program, post final completion.
- kk) All applicable taxes, union labor and other labor law levies.
- ll) Anything not explicitly noted in the inclusions.

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. The parties recognize that the impacts of the global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our offer:

Robin Ernst
Project Manager
(971) 803-1243
Robin.Ernst@fieldturf.com

Steve Coury
Regional Sales Manager
(503) 939-1832
scouryfieldturf@gmail.com

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per: _____
Marie-Christine Raymond, VP of Customer Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

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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
If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please
contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



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CONDITIONS

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:

- a) 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 of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- 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 punch list 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.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING

