



Carlsbad Unified School District

6225 El Camino Real • Carlsbad, CA 92009  
... a world class district  
(760) 331-5000 • Fax (760) 331-5033

*Yafcon*

PURCHASE ORDER  
NO. C19875

Page 01 Of 01

Vendor No.: 013004 Tel (800) 724-2969  
FAX (514) 340-9374

Date: 05/20/11

**IMPORTANT**  
PURCHASE ORDER NUMBER MUST  
APPEAR ON ALL INVOICES, PACKAGES  
AND CORRESPONDENCE.

TO:  
FIELDTURF USA INC  
8088 MONTVIEW RD  
MONTREAL QUEBEC H4P2L7

SHIP TO:  
SEE BELOW FOR SHIP TO ADDRESS  
-----  
-----  
CA 92009

- 1. If specified as F.O.B. point of shipment and transportation charge is prepaid, receipted freight bill must be enclosed with invoice.
- 2. All prices F.O.B. Destination, unless otherwise specified.
- 3. Any price increase over 5% will need prior approval by Purchasing.
- 4. INVOICE MUST BE SUBMITTED IN DUPLICATE. Listing thereon every item on this Purchase Order, indicating on unshipped items whether Back Ordered (B.O.) or Cancelled (C). Separate totals shall be shown for different types of materials, supplied or labor.
- 5. Cash discounts quoted will be taken from date of this order and receipt of accurate invoices in DUPLICATE.
- 6. Enclose Packing List with each shipment.
- 7. Receiving hours: 7am-3:30 pm M-F. No deliveries accepted after 3:30 pm on Saturdays, Sundays or Holidays.

Ship Via: BEST WAY  
Deliver by:  
05/12/11

Terms: NET30

Item No.	Quantity	Unit	Description	Unit Price	Extension
001	1	EA	PROVIDE AND INSTALL 'FIELD TURF' SYNTHETIC TURF AT THE STADIUM AT SAGE CREEK HIGH SCHOOL 3900 CANNON RD., CARLSBAD, CA 92008 AS PER CMAS QUOTE #FTCMAS2343 DATED 4/21/2011 CONTRACT NO. 1011-110 APPROVED BY BOARD OF TRUSTEES 5/11/11	641,408.00	641,408.00

*Received*  
*JUL 25 2011*

NOTE: OUT OF STATE VENDORS, PLEASE PRINT CALIFORNIA SALES TAX PERMIT NO. ON INVOICE.

Sub Total	\$641,408.00
Tax	\$0.00
Freight	\$0.00
Total	\$641,408.00

ACCOUNTING:  
21-39 0000 0000 8500 6200-076 310 840  
\$641,408.00

Authorized By: *Michelle Johnson*  
Requisition Number: CONSTRUCTION OFFICE  
C49875 AGOLDE/RM

*45-specialties*

RECEIVING COPY

SCANNED

CONTRACT

THIS CONTRACT is made this 12<sup>th</sup> day of May, 2011, in the County of San Diego, State of California, by and between the Carlsbad Unified School District, hereinafter called District, and FieldTurf, USA, Inc., hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**Furnish and Install "FieldTurf" Synthetic Turf for New Stadium  
Sage Creek High School  
3900 Cannon Rd.  
Carlsbad, CA 92008  
CUSD Contract #1011-110**

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in the District's Notice to Proceed, June 1, 2011. Actual construction will begin approximately September 3, 2012 and the Contractor shall be substantially complete with all Work required by the Contract Documents September 28, 2012. By its signature hereunder, Contractor agrees the date for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Six Hundred Forty One Thousand Four Hundred Eight Dollars (\$641,408.00). Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of Five Hundred dollars (\$500.00) for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing said Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

Carlsbad Unified School District  
Sage Creek High School – Field Turf Contract  
CUSD Contract 1011-110

CONTRACT

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Contractor's Certificate Regarding Workers' Compensation
- Asbestos-Free Material Certification
- Recycled Content Certification
- Contractor & Subcontractor Fingerprinting Requirements
- Performance Bond
- Payment Bond
- Drug-Free Workplace Certifications
- Smoke Free Environment Certification
- Contract
- General Conditions
- Special Conditions
- Document Listing
- Barnhart-Balfour Beatty Corporate Safety and Health Plan
- Specifications 02535 – Synthetic Grass System
- Target Milestone Schedule
- DGS Multiple Award Schedule Supplement No. 1
- DGS Multiple Award Schedule – Field Turf USA, Inc.  
Contract 4-06-78-0031A
- Field Turf April 21, 2011 "CMAS Offer/Quote #FTCMAS2343
- Field Turf GroomRight Product Data
- Field Turf SweepRight Product Data
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.



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

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the California Labor Code, which such rates may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

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

<b>Contractor: Field Turf USA, Inc.</b>	<b>Carlsbad Unified School District</b>
By 	By 
Name and Title: <u>Eric Dalieri, President</u>	Name and Title: <u>John A. Roach, Ed.D.</u>
License No. <u>849044</u>	<u>Superintendant</u>