



LETTER OF INTENT

Date: February 10, 2017

Company: Rocky Mountain Fieldturf

Project: Artificial Turf Replacement for Stoker Stadium for the City of Grand Junction

Based upon review of the proposal your company submitted on January 25, 2017 for the removal, preparation, replacement, and installation of the artificial turf located at Stoker Stadium, in Grand Junction, CO, it is the intent of the City of Grand Junction to award the aforementioned purchase to your company. The City is currently reviewing its options for selection of products proposed from your company in Item 1 (either a two layer system – XM or XT **OR** a three layer system – Revolution 360 or Classic). (Rocky Mountain Fieldturf proposal attached)

NOTE: Both options (two layer or three layer) must be all inclusive in pricing to include, but not be limited to: all labor, equipment, supplies, materials, bonds, insurance, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

This purchase must be approved by the City of Grand Junction, City Council prior to award and a contract being issued. This is tentatively scheduled for the March 1, 2017 Council meeting.

If approved, your project start and completion dates will be June 12, 2017 – August 18, 2017.

Upon receipt of a signed contract and Notice to Proceed, please notify Marc Mancuso, Sports Facilities Supervisor 970-254-3850 for project scheduling.

Please feel free to contact me with any questions at 970-244-1545.

Thank you and Best Regards

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 28th day of April 2017 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Field Turf USA, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor shall furnish all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Field Turf Replacement at Stoker Stadium for the City of Grand Junction 4349-17-DH.**

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in accordance with the Contract Documents for the Two Layer System (XM);

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Contractors Proposal;
- c. Letter of Intent;
- d. Work Change Requests (directing that changed work be performed);
- e. Field Orders;
- f. Change Orders.

ARTICLE 2

Definitions: The clauses provided herein apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before June 12, 2017 and to achieve Final Completion of the Work no later than July 31, 2017.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Five Hundred Sixteen Thousand Nine Hundred Thirty Four and 00/100 Dollars (\$516,934.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Retention: The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

ARTICLE 7

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff
By: _____
Duane Hoff Jr., Senior Buyer

4/28/2017 | 14:47 MDT

Date

Field Turf USA, Inc.

DocuSigned by:
Darren Gill, VP Marketing, Field Turf U.S.A., Inc.
By: _____
Darren Gill, VP Marketing, Field Turf U.S.A., Inc.

4/28/2017 | 12:52 MDT

Date



LETTER OF INTENT

Date: February 10, 2017

Company: Rocky Mountain Fieldturf

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NOTE: Both options (two layer or three layer) must be all inclusive in pricing to include, but not be limited to: all labor, equipment, supplies, materials, bonds, insurance, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

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Thank you and Best Regards

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer



THE ULTIMATE
SURFACE EXPERIENCE

To: Marc Mancuso & Andy Rodriguez
Grand Junction Park and Rec & Colorado Mesa University

BUDGET PROPOSAL FOR THE SYNTHETIC GRASS FIELD FOR RALPH STOCKER STADIUM & COLORADO MESA PRACTICE FIELD

1-Fieldturf offers to supply and install the following artificial in-filled grass surface. Numbers are made in accordance with the estimates that are estimates and may exceed or decrease in price. This offer includes the supply and installation of the artificial in-filled grass surface for approximately 89,939 square foot field where **Football and Soccer** can be played. As well as the other inclusions listed below.

This Price includes:

1. Mobilization & Management
2. Removal and disposal of existing turf
3. Removal of existing airfield and existing geotextile fabric
4. Supply and Installation of new geo-tech fabric.
5. Installation of finish rock as needed and re-grade
6. Re-install airfield
7. 1 Year warranty on base work
8. Supply FieldTurf **XM** or XT Turf System with 6 Pounds of infill.
9. Installation of the artificial in-filled grass surface System
10. Colors to be determined from standard stock colors.
11. An 8 Year Third Party Pre-Paid warranty
12. One Set of College/HS 8' off set goal posts.

GRAND TOTAL: **\$516,934.00 Two Layer System (XM or XT)**
\$546,000.00 Three Layer System (Revolution360 or Classic)

2-Fieldturf offers to supply and install the following artificial in-filled grass surface Colorado Mesa practice field. Numbers are made in accordance with the estimates that are estimates and may exceed or decrease in price. This offer includes the supply and installation of the artificial in-filled grass surface for approximately 66,100 square foot field where **Football and Soccer** can be played.

This Price includes:

1. Mobilization & Management
2. Removal and disposal of existing turf
3. Installation of finish rock (100 tons) and re-grade
4. 1 Year warranty on base work
5. Supply FieldTurf XM or XT Turf System with 6 Pounds of infill.
6. Installation of the artificial in-filled grass surface System
7. Colors to be determined from standard stock colors.
8. Maintenance Equipment
9. An 8 Year Third Party Pre-Paid warranty

GRAND TOTAL: **\$284,934.00 Two Layer System (XM or XT)**
\$322,000.00 Three Layer System (Rev360 or Classic)



THE ULTIMATE
SURFACE EXPERIENCE

The Price does not include:

1. Any applicable taxes, bonds, or union or labor law levies. A valid Tax Exempt Certificate must be received prior to contract signing or Taxes will be added.
2. Any replacement of existing sub-grade rock in excess of 100 tons.
3. Bonds may be added at 1.50%
4. Co-Operative Purchasing Fees
5. Any work outside of proposed field area unless noted above
6. Any removal of existing buildings or light poles,
7. Custom Colors
8. Soil stabilization
9. Allowances/contingencies
10. Supply or installation of suitable access to the project area for required material and equipment.
11. Site security
12. Relocation, Supply or Installation of scoreboards
13. Supply or installation of any athletic equipment not listed above or below.
14. Relocation, removal of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, storm drainage, irrigation heads, lines, valve boxes or wiring of same.
15. Relocating of electrical conduits, removal and reinstallation of wiring inside the field area to, scoreboards, power outlets unless noted above.
16. Clearing of brush, removal of concrete not related to the field construction
17. Landscaping, planting of trees, bushes, shrubs or irrigation to these items.
18. Installation of concrete sidewalks, walkways, bleachers, curbs not listed above
19. Installation of concrete paving flatwork or asphalt paving not related to the field construction
20. Installation of any electrical, mechanical or plumbing associated with the field construction area note listed above.
21. Installation of irrigation system, backflow devices and testing of such.
22. Supply or installation of any booster pumps, water meters, water meter boxes for the irrigation system.
23. Capping off or locating existing irrigation main lines or removal of irrigation heads.
24. Scoreboards, audio and video or wiring of same.
25. Permits and fees
26. Silt fencing
27. Tree removal, installation or protection
28. Construction sign

The Price is valid for a period of 30 days. The price is subject to an increase without notice in the event that there is an increase in raw materials, freight, or direct expenses in manufacturing or installing the grass surface.

Thank you again for your interest in FieldTurf USA, Inc. We are anxious to move on to the subcontracting phase and are available to answer any questions or address any concerns you may have. We look forward to working with you and welcoming you into our FieldTurf family of superior artificial performing turf systems.

Please make PO's or Contracts out to the following:

**FIELDTURF USA, INC
174 N. INDUSTRIAL BLVD NE
CALHOUN, GA 30701**

To: Marc Manouso & Andy Rodriguez
Grand Junction Park and Rec & Colorado Mesa University

**BUDGET PROPOSAL FOR THE SYNTHETIC GRASS FIELD FOR RALPH STOCKER STADIUM &
COLORADO MESA PRACTICE FIELD**

1-FieldTurf offers to supply and install the following artificial in-filled grass surface. Numbers are made in accordance with the estimates that are estimates and may exceed or decrease in price. This offer includes the supply and installation of the artificial in-filled grass surface for approximately 89,838 square foot field where Football and Soccer can be played. As well as the other inclusions listed below.

This Price Includes:

1. Mobilization & Management
2. Removal and disposal of existing turf
3. Removal of existing airfield and existing geotextile fabric
4. Supply and installation of new geo-tech fabric.
5. Installation of finish rock as needed and re-grade
6. Re-install airfield
7. 1 Year warranty on base work
8. Supply FieldTurf XM or XT Turf System with 6 Pounds of Infill
9. Installation of the artificial in-filled grass surface System
10. Colors to be determined from standard stock colors.
11. An 8 Year Third Party Pre-Paid warranty
12. One Set of College/HS 6' off set goal posts.

GRAND TOTAL: **\$515,834.00 Two Layer System (XM or XT)**
 \$648,000.00 Three Layer System (Revolution360 or Classic)

2-FieldTurf offers to supply and install the following artificial in-filled grass surface Colorado Mesa practice field. Numbers are made in accordance with the estimates that are estimates and may exceed or decrease in price. This offer includes the supply and installation of the artificial in-filled grass surface for approximately 68,100 square foot field where Football and Soccer can be played.

This Price Includes:

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2. Removal and disposal of existing turf
3. Installation of finish rock (100 tons) and re-grade
4. 1 Year warranty on base work
5. Supply FieldTurf XM or XT Turf System with 6 Pounds of Infill.
6. Installation of the artificial in-filled grass surface System
7. Colors to be determined from standard stock colors.
8. Maintenance Equipment
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GRAND TOTAL: **\$284,934.00 Two Layer System (XM or XT)**
 \$322,000.00 Three Layer System (Rev360 or Classic)

The Price does not include:

1. Any applicable taxes, bonds, or union or labor law levies. A valid Tax Exempt Certificate must be received prior to contract signing or Taxes will be added.
2. Any replacement of existing sub-grade rock in excess of 100 tons.
3. Bonds may be added at 1.50%
4. Co-Operative Purchasing Fees
5. Any work outside of proposed field area unless noted above
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Please make PO's or Contracts out to the following:

FIELDTURF USA, INC
174 N. INDUSTRIAL BLVD NE
CALHOUN, GA 30701



THE ULTIMATE
SURFACE EXPERIENCE

Contract Change Order Proposal

Date: June 13, 2017

Change Order # 1

From: FieldTurf USA, Inc.
175N Industrial
Calhoun, GA 30701
Phone: 1 800 724 2969

To: City of Grand Junction

Project: Ralph Stocker Stadium
Grand Junction, CO

Contact: Marc Mancuso
Phone: 970-254-3850
Fax:
Email: marcm@gjcity.org

Original Contract:	\$ 516,934.00
Previous Change Orders:	\$ -
Current Change Order:	\$ 5,797.00
Revised Contract Total:	\$ 522,731.00

SCOPE:

Conduit and box for timing structure at finish line.
Furnish & install sleeve for camera - 3.5" OD.

Description	Total Cost
Install two (2) each 2" conduits from timing shed, across track and into the football field. Length of bore is approximately 45'. Conduits will be proofed with a measured pull string. Furnish & install one (1) Commbox 3500 from Sportsfield Specialties.	\$ 4,422.00
Furnish & install sleeve for camera mount.	\$ 1,375.00
Total site work (Change Order 1)	\$ 5,797.00
TOTALS	\$ 5,797.00

Note: This is for conduits and box only. No hard wiring/wire/ camera equipment included.

It is mutually agreed that for the above-referenced changes to take place, the original contract price will be adjusted by the above-referenced amount, which will become payable in accordance with the same terms and conditions as in the original contract or purchase order:

\$ 5,797.00

If all the terms of this change order are acceptable please have an authorized representative sign the bottom of this document and return it to FieldTurf's Montreal office, or as otherwise provided in the contract documents. FieldTurf will, in turn, provide a fully executed copy for your records. Once this document is fully executed, it will be considered a revision/modification to the original contract or purchase order.

FieldTurf USA, Inc.

Darren Gill, VP Marketing, Field Turf U.S.A.,

Authorized Representative

6/15/2017 | 08:02 MDT

Date

Owner/General Contractor

Indyane Hoff

Authorized Representative

6/15/2017 | 15:09 MDT

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2017

Page 1 of 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED Fieldturf USA, Inc. c/o Sports Division Tarkett Inc. 7445 Cote-de-Liesse Road, Suite 200 Montreal, QC H4T 1G2 Canada	INSURER A:	XL Insurance America, Inc.	24554-003
	INSURER B:	Travelers Property Casualty Company of Am	25674-008
	INSURER C:	Travelers Indemnity Company	25658-001
	INSURER D:	The Charter Oak Fire Insurance Company	25615-001
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 25460142

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			US00010327LI17A	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY \$1,000 Coll Ded <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY \$1,000 Comp Ded			TJCAP823K312A16	9/28/2016	9/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00010615LI17A	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AOS TC2HUB823K310616	9/28/2016	9/28/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D				** TROUB823K311816	9/28/2016	9/28/2017	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WC Policies: AOS-covers all other states. **-covers AZ, MA, OR, WI only.

Project: Ralph Stocker Stadium - 00011796

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Junction 250 N 5th Street Grand Junction, CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Call: 5067978 Tpl: 2143385 Cert: 25460142 © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

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