

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No 2020-218

Council Meeting Date: 10-05-2020

Date Adopted: 10-05-2020

TITLE: RESOLUTION APPROVING PURCHASE ORDER FOR FIELD TURF, IN AN AMOUNT NOT TO EXCEED \$134,995.00, FOR LINCOLN FIELD, UNDER ESCNJ CONTRACT 18/19-55

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson Cumiskey.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve purchase as follows:

- Requisition Order Number - R2001710
- Capital - C-04-55-976-370-302150
- Amount - \$134,995.00

Said purchase order is made and approved in the form as attached hereto and made a part thereof. Funds for said purchase order are certified available from Current Budgeted Appropriations.

APPROVED, this 5th day of October, 2020.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUMISKEY	X			
DESARNO	X			
GEOFFROY	X			
MATSIKLOUDIS	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 5th day of October, 2020.

Wendi B. Barry, Borough Clerk

MEMORANDUM

To: Douglas Marvin, Borough Administrator
From: Andrew R. Hipolit, Borough Engineer
Date: September 24, 2020
RE: Lincoln Field- Synthetic Turf Purchase
Borough of New Providence, Union County, NJ
MC Project No. NPT-003

Below is a summary for the purchase and delivery of synthetic turf for this project:

Field 1 (8,338 square feet) synthetic turf w/ inlaid baseball markings	\$ 67,000.00
Field 2 (8,304 square feet) synthetic turf w/ inlaid baseball markings	\$ 66,000.00
<u>Alternate 1: Performance & Payment bonds (1.5% of contract total)</u>	<u>\$ 1,995.00</u>
Total for Field 1 & Field 2	\$ 134,995.00

Based on the above information, we recommend the Borough purchase the synthetic turf, as outlined, for the Lincoln Field Synthetic Turf project through the Educational Services Commission of New Jersey (ESCNJ) program. FieldTurf is a provider through the New Jersey State Purchasing Cooperative (Contract #ESCNJ 18/19-55).

Please feel free to contact me should you have any questions.

ARH/nm

Attachment: FieldTurf proposal dated 2/21/20

R:\Projects\NPT\NPT-003 Lincoln Field Synthetic Turf Improvements\Correspondence\OUT\200924_arh_Marvin_FieldTurf.docx

Date: February 21, 2020

From: Perry DiPiazza, NE Regional Vice-President of Sales

Phone: 201-776-7767

Email: Perry.DiPiazza@external.fieldturf.com

Subject: Lincoln Field New Providence

FieldTurf USA, Inc. is pleased to present the following proposal. Prices are based on the Educational Services Commission of New Jersey (ESCNJ) program. ESCNJ is a New Jersey State Purchasing Cooperative which secures multi-member agency volume purchasing contracts for the use of schools, municipalities and other government agencies. ESCNJ provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the State level, individual schools do not have to duplicate the formal bid process. Contract #ESCNJ 18/19-55

Click the following hyperlink for ESCNJ Due Diligence Documentation: [#ESCNJ 18/19-55](#)

Lincoln Field New Providence NJ Field 1	LUMP SUM
FieldTurf FTHD-2 (2-layer, 2.25", 8,338 SQF)	
Turf Includes: <ul style="list-style-type: none"> • Installation of the artificial in-filled grass surface upon a suitable base; • (1) x Inlaid baseball Markings • An (5) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of (5) years and there is no third party insurance. 	
Total	<u>\$67,000</u>
Lincoln Field New Providence NJ Field 2	LUMP SUM
FieldTurf FTHD-2 (2-layer, 2.25", 8,304 SQF)	
Turf Includes: <ul style="list-style-type: none"> • Installation of the artificial in-filled grass surface upon a suitable base; • (1) x Inlaid baseball Markings • An (5) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of (5) years and there is no third party insurance. 	
Total	<u>\$66,000</u>
Total for Field 1 & 2	<u>\$133,000</u>
Voluntary Alternate 1 <ul style="list-style-type: none"> • Performance and payment bonds 	ADD of 1.5% to total contract value

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) Any costs associated with necessary changes relating to delineation of the field.
- c) The supply or installation of the field edging.
- 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.
- 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) Site security.
- h) Small vehicle to tow FieldTurf maintenance equipment.
- i) All applicable taxes, bonding fees, union labor or other labor law levies.
- j) Owner to provide Tax Exemption certificate

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:

- 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 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

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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.

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

Chelsea Smith
Project Manager
1 514 375 2566

Chelsea.smith@fieldturf.com

Perry DiPiazza
NE Regional Vice-President of Sales
1 201-776-7767

Perry.Dipiazza@external.fieldturf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

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



Requisition No: R2001710	Status: App1: WENDIB	Vendor: FIELD010	Entered By: JS
P.O. Number:		FIELD TURF USA, INC.	1st Aprv By: WENDIB 10/01/20
Requested Date: 10/01/20		7445 Cote-de-Liesse Road	2nd Aprv By:
Due Date:		Suite 200	3rd Aprv By:
Description: Lincoln Field Renovation		MONTREAL, QC H4T1G2	4th Aprv By:
Req Total: 133,000.00	State Contract: ESCNJ 18/19-55		

Seq	Catalog Num	Qty	Unit	Price	Item Total	Charge Acct	Invoice	Tracking Id
	Line Item Descript					Charge Description	Prch Type	
	Line Item Notes					Commodity Code		
1	Lincoln Field Renovation	1.0000		67,000.0000	67,000.00	B C-04-55-976-370-302150 GROVE TERR FIELD & LINCOLN FIELD RENOVA	State	
	New Jersey State Purchasing Cooperative Contract # ESCNJ 18/19-55							
	Field 1- Field Turf FTHD-2, 2-layer 2.25" 8338 sq ft							
2	Lincoln Field Renovation	1.0000		66,000.0000	66,000.00	B C-04-55-976-370-302150 GROVE TERR FIELD & LINCOLN FIELD RENOVA	State	
	Field 2- Field Turf FTHD-2, 2-layer, 2.25", 8304 Sq. ft							
					133,000.00			

Budget Account	Description	Requested Balance
C-04-55-976-370-300000	#2017-06 REC FACILITIES IMP-DIRECT EXP	1,179,313.99
C-04-55-976-370-302150	GROVE TERR FIELD & LINCOLN FIELD RENOVA	913,942.00