



Magnolia Public Schools

Ad Hoc Committee Meeting

Date and Time

Wednesday July 6, 2022 at 5:30 PM PDT

Location

<https://zoom.us/j/97030254933pwd=Q2R4SHRzeE5Qc0E5dWttcVBuQXBmQT09>

Meeting ID: 970 3025 4933 **Passcode:** 782509

One tap mobile: +16699009128,,97030254933# US (San Jose)

All members of the public can participate by calling in using the numbers provided above.

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Members of the public who need special accommodations or translation are strongly encouraged to contact Magnolia Public Schools at least 24 hours in advance of the Board meeting so assistance can be assured.

Any public records relating to an agenda item for an open session which are distributed to all, or a majority of all, of the Board Members shall be available for public inspection. Magnolia Public Schools values public comment during Board meetings. Pursuant to AB 361 members of the public may address the Board during the Public Comment period on the day of the board meeting without the need to complete a public speaker form. We limit individual speakers to three (3) minutes and speakers with interpreters to six (6) minutes. For any questions regarding this meeting email board@magnoliapublicschools.org or call 213-628-3634 Ext. 100.

Ad Hoc Committee Members:

Mr. Mekan Muhammedov

Ms. Diane Gonzalez

Mr. Daniel Sheehan

CEO & Superintendent:
Mr. Alfredo Rubalcava

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
Opening Items			
A. Call the Meeting to Order			1 m
B. Record Attendance and Guests			1 m
C. Approval of Agenda	Vote		1 m
D. Public Comments			1 m
II. Action Items			5:34 PM
A. Approval of Vendor and Contract for Painting at Magnolia Science Academy-1	Vote	P.Ontiveros	15 m
B. Approval of Vendor and Contract for Replacement and Maintenance of Playground Surfaces at Magnolia Science Academy-Santa Ana	Vote	P.Ontiveros	15 m
III. Closing Items			6:04 PM
A. Adjourn Meeting			

Coversheet

Approval of Vendor and Contract for Painting at Magnolia Science Academy-1

Section: II. Action Items
Item: A. Approval of Vendor and Contract for Painting at Magnolia Science Academy-1
Purpose: Vote
Submitted by:
Related Material: Approval of Contract and Vendor to Paint the MSA-1 Middle School and High School Buildings.pdf



Agenda Item #: II A: Action Item
Date: July 6, 2022
To: Magnolia Educational & Research Foundation dba Magnolia Public Schools ("**MPS**")
Ad Hoc Committee (the "**Committee**")
From: Alfredo Rubalcava, CEO & Superintendent
Staff Lead: Patrick Ontiveros, General Counsel & Director of Facilities
Mustafa Sahin, Project Manager
RE: Approval of Contract and Vendor to Paint the MSA-1 Middle School and High School
Buildings

I. Proposed Recommendation(s)

Staff recommends and moves that the Committee approve (1) the selection of Trifecta as the vendor to provide painting services at the Magnolia Science Academy 1 campuses located at 18220 and 18238 Sherman Way (the "**Project**"), (2) the expenditure of up to One Hundred Fifty Thousand Dollars (\$150,000.00) on the Project, including contingency, and (3) the execution of a contract for the Project that Staff may negotiate with such vendor.

II. Background

The MSA-1 buildings are in need of a new coat of paint on the interior of the buildings due to normal use, wear and tear. Staff published an RFP for the Project on MPS's website. It also submitted the RFP to three (3) vendors. The RFP is attached as Exhibit A. Four proposals were received. The proposals are attached as Exhibit B. After careful review, Staff desires to go with Trifecta. While their proposal is not the least expensive, Staff believes it represents the best value. The selected vendor will commence work as soon as feasible following approval.

III. Conclusion & Budget Impact

Staff recommends that MPS sign a contract for \$129,550 with Trifecta for the Project and maintain a reserve of \$20,450 for any additional or unforeseen Project costs.

The costs for Project will be paid from MSA-1's reserves. The cost will not have a materially negative impact on MSA-1's reserves.

Exhibit A _____ RFP
Exhibit B _____ Proposals



Exhibit A

Request for Proposals (“RFP”)



MAGNOLIA PUBLIC SCHOOLS

Request for Qualifications/Proposals
to paint inside of Magnolia Science Academy 1 | Reseda's both
buildings

Due Date:

June 15, 2022

1.0 INTRODUCTION

Magnolia Education & Research Foundation doing-business as Magnolia Public Schools ("**MPS**"), a charter school management organization, operates Magnolia Science Academy 1 ("**MSA-1**") located at 18220 Sherman Way and 18238 Sherman Way in the Reseda neighborhood of Los Angeles. The former houses MSA-1's high school and the latter houses MSA-1's middle school.

The purpose of this RFP is to receive comprehensive proposals from painter companies to paint inside of the MSA1's both Middle school and high school buildings. The location of the Project Site is shown on Exhibit A.

Should there be a similar need for any other Magnolia Public Schools (MPS), the approved vendor, the need, and the price will be used.

Site Tour

A site tour will be facilitated if requested.

Proposals Due

Responses to the RFP are due no later than **5:00 PM (PST), Wednesday, June 15, 2022**, to the following individual:

Mustafa Sahin
Project Manager
Magnolia Public Schools
250 East 1st Street
Suite 1500
Los Angeles, CA 90012
msahin@magnoliapublicschools.org
[760-587-6031](tel:760-587-6031)

Questions regarding this RFP may be directed to the individual identified above via email.

Proposal Format:

One (1) electronic PDF copy (by email) of your proposal must be delivered to the person indicated by the deadline stated above. Please endeavor to keep any emailed material to a single manageable file size (at or about 10 MBs) so that it may be easily distributed to the Selection Committee.

Respondents are encouraged to only include information pertinent to the Project and the Selection Committee's ability to select the vendor best suited to successfully complete this job.

Interviews:

Interviews will be held at the discretion of MPS and MSA-1. Interviews, if any, are expected to be held the on Tuesday June 14th. Location and time are to be determined.

If interviews are held, respondents will meet with the Selection Committee for approximately ½ hour to 1 hour. The interview will be an open, unscripted format. Respondents will have 20 minutes to present any information they feel is pertinent followed by questions and answers and general discussion.

Selection Committee:

The Selection Committee will be composed of representatives from MPS and MSA-1.

Exhibit A to Board Report re MSA-1 Painting - RFP for School PaintSchool

1.1 Timeline

RFP Distributed:	June 9, 2022
Proposals Due:	June 15, 2022
Interviews, if any (exact time TBD):	May 14, 2022
Selection Announced:	May 16, 2022
Contract Execution:	ASAP following Selection

2.0 PROJECT DESCRIPTION

The purpose of this RFP is to receive comprehensive proposals from painter companies to paint inside of both Middle and High school buildings, each building is approximately 25000 square feet, and has 20 classrooms. Some walls need to be patched; the ceilings are exempt from painting. There are 20 walls, one wall in every class in High school is a white wall where teachers can use it as a whiteboard, that need be painted with a special paint so that wall can be used as a board. We expect the project to be completed by August 10th, 2022 so the both buildings are ready for the 2022-2023 educational year. Floor plans of both buildings are shown on [Exhibit B](#)

3.0 PROPOSAL FORMAT

Respondent shall format its response as set forth below to facilitate timely review and selection. Please be specific to the RFP, and do not include materials not explicitly requested, such as generic marketing materials.

Your response should include the following:

- Letter of interest
- Name of your company and the individual responsible for the account
- Restate all the requirements of Section 4.0 and provide responses to each

See Section 1.0 for additional proposal format clarifications.

4.0 PROPOSAL REQUIREMENTS

4.1 Vendor Qualifications and Experience

4.1.1 Vendor Description.

Provide a description of your company and why it is qualified to undertake the Project.

Provide the following:

A minimum of three (3) references, including

(a) name and scope of the project

(b) client name and contact information

(c) contract amount

4.1.2 Qualifications and Experience of Key Personnel.

Identify the person(s) that will be principally responsible for working with the MPS and leading this engagement and their qualifications and experience

4.1.3 Insurance.

Provide a description of vendor's insurance coverage.

4.2 Cost

Respondent's proposal should include an overall not to exceed cost and should be broken down in detail. The proposal should also provide a break-down of any and all other costs and fees including, but not limited to, labor, delivery fees, installation fees, applicable taxes, etc.

4.3 Product Information

Respondent will confirm its ability to provide the Project as described above in Section 2 Where a respondent believes there are multiple options for the Project, the respondent may provide such alternatives explaining the difference in each alternative and describing the cost differences.

4.4 Warranty Information

Provide a description of the warranty provided for the Project.

4.5 Schedule

Please provide a timeline to complete the project

4.6 Contract

The successful respondent will be required to sign an agreement with Owner in the form of Exhibit C (AIA Document A105-2017). Please provide an affirmative statement of respondent's concurrence or else any changes that respondent desires to make to the form agreement attached as Exhibit C.

5.0 CONTACT

Questions to Owner will be accepted via email by the Facilities Project Manager identified above. Answers to questions will be provided to all participants as available.

6.0 RFP/Q EXHIBITS

Exhibit A: Project Site Location

Exhibit B: Floor plans

Exhibit A to Board Report re MSA-1 Painting - RFP for School PaintSchool

paint

Exhibit C

Exhibit C: AIA Document A105™-2017

7.0 BID ACCEPTANCE/REJECTION

The Owner reserves the right to reject any or all proposals or cancel the solicitation process at its sole discretion.

8.0 PROPOSAL VALIDITY

RFP responses shall be valid until execution of a contract, which is expected to occur on or about end of June 2022. No changes to information received within the Respondent's proposal shall be changed or altered without approval by the Owner.

Exhibit A

Project Site

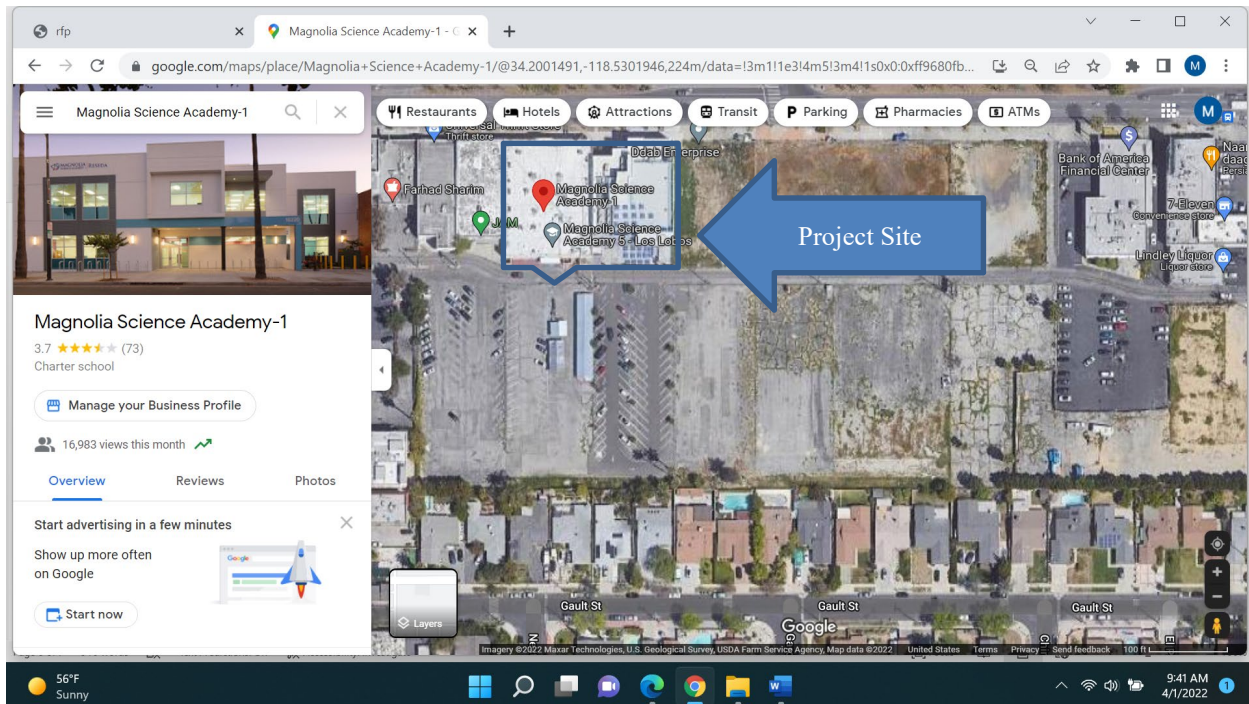


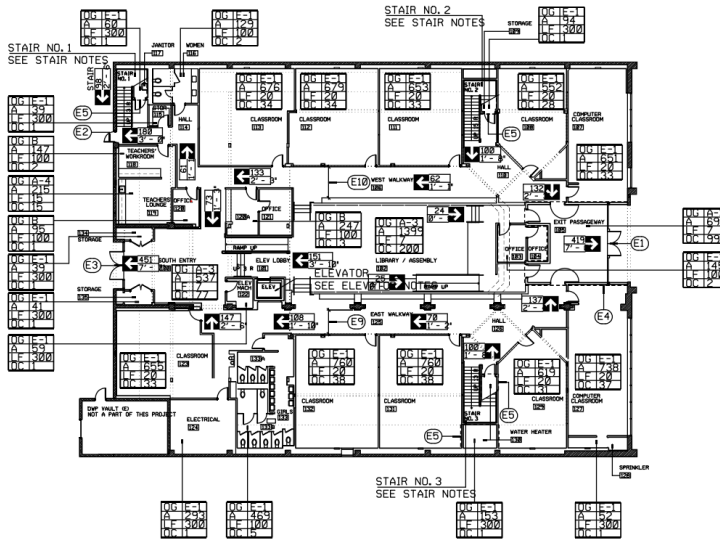
Exhibit A to Board Report re MSA-1 Painting - RFP for School Paint

paint

Exhibit C

Exhibit B Floor plans

Middle School 1st Floor



Middle School 2nd Floor

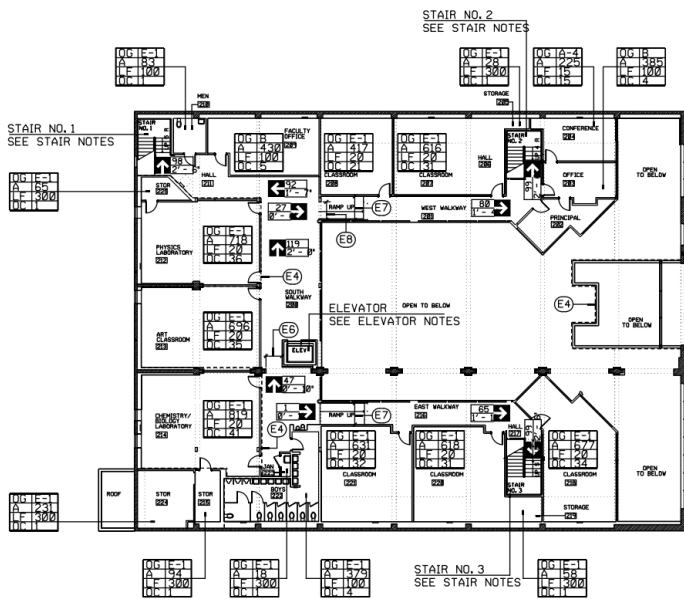


Exhibit A to Board Report re MSA-1 Painting - RFP for School Paint

paint

Exhibit C

High School Floor plan

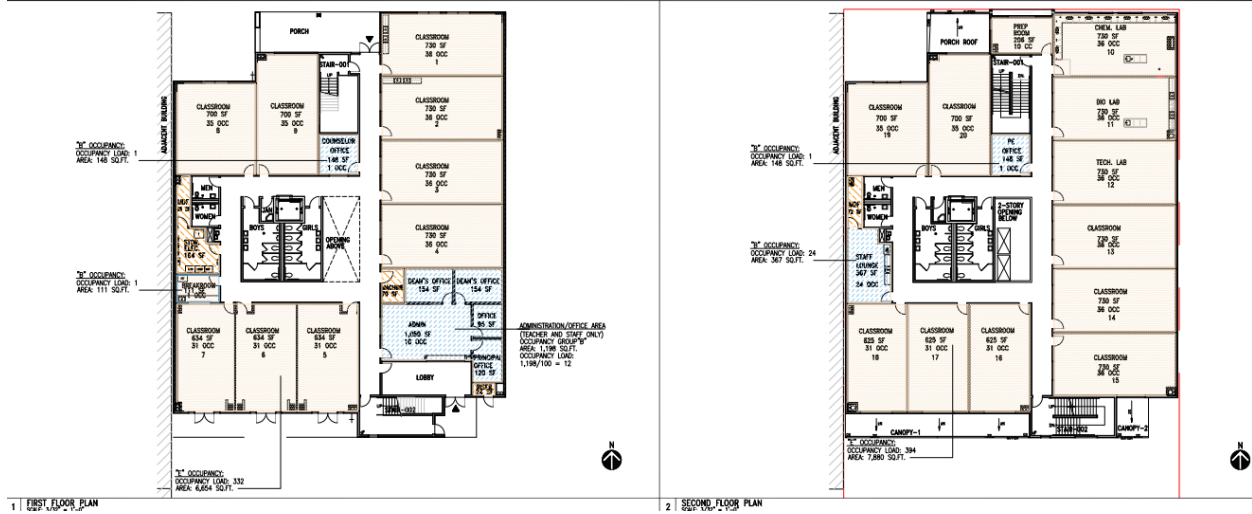


Exhibit A to Board Report re MSA-1 Painting - RFP for School Paint

paint

Exhibit C

Exhibit C
Form of Contract
(AIA Document A105™-2017)

Exhibit A to Board Report re MSA-1 Painting - RFP for School PaintSchool

paint

Exhibit C



Exhibit B

Proposals



PROPOSAL (BID #22-222)

Date: 5-31-2022

To: Magnolia Public Schools ATTN: Mustafa Sahin
250 E. 1st Street Suite #1500 msahin@magnoliapublicschools.org
Los Angeles, CA 90012 (760)-587-6031 (cell)

Project: Magnolia Science Academy Architect: Michael Caley
250 E. 1st Street Suite #1500 Plans 4-29-2022
Los Angeles, CA 90012 dated:
Pages: Issue for Bid Set 04-29-22

High School:	\$32,335.00	Middle School:	\$23,715.00
Base Bid:	\$56,050.00		

Inclusions:

- Gyp board walls.
- Stair handrailing.
- Dry-Erase Paint at one wall per classroom at High School Location.

Qualifications:

- Normal working hours
- Paint Manufacture: (Dunn Edwards, Sherwin Williams, Vista Paint)
- Employee parking provided by others
- Includes 1-year labor & 1-year manufacturer material warranty
- Existing, previously painted surfaces to receive spot prime only
- Paint system New Drywall: 1-ct primer, 2-ct(s) finish
- JFP Company will not repaint/touch-up any areas due to trade damage and/or out-of-sequence work by others

Exclusions:

- Night, O.T., and weekend work
- Conduit & misc. mounted items
- Exposed Structural Roof steel / Exposed Ceilings
- Drywall finishing, patching, prep of existing walls, back priming, cabinets, millwork, staining, wood base / crown, windows, storefront, ACT/grid, flooring, sealants, and signage & graphics
- Anything not listed as an inclusion

Alternates:

ALT 1- Painted Doors / Frames at High School: ADD \$11,605.00
 ALT 2- Painted Doors / Frames at Middle School: ADD \$9,856.00

PAYMENT SCHEDULE: Payments will be due 30 days from date of invoice. A late charge of 1.5% will be added to late payments. THE WORK: JFP COMPANY (The "Contractor") will furnish all labor and material for surface preparation and painting. THE CONTRACT PRICE: In consideration, the Owner will pay the contractor the "Contract Price," in strict compliance with the "payment schedule," both of which are set forth above. ATTORNEY'S FEES: If any legal action or proceeding arising out of or relating to this contract is brought by either party of this Contract, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

NOTE: This proposal is void if not accepted within ninety (90) days. All material is guaranteed to be as specified. Work under this proposal is to be done during normal business hours: Monday – Friday 7:30 am – 4:00 pm.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

From: Blake Fikse | Project Manager
Blake@jfpc.com

(951) 515-0083 (cell)

Authorized Signature: _____

Name/Title: _____

Date: _____

Email: _____

ESTIMATE



Bill To

Magnolia Public schools

250 E. 1st Street,
Suite 1500
Los Angeles,
California 90012
(760) 587-6031

Zingo Construction Inc.

6009 Lindenhurst Ave
Los Angeles, CA 90036
Phone: (310) 997-8297
Email: info@zingocontractors.com
Web: www.zingocontractors.com

Estimate # 94
Date 06/24/2022
Business / Tax # Lic No: 969638

Description	Total
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Interior Paint for MSA -1 Reseda (both buildings)	\$132,000.00
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Patch - Repair - Sand and Paint all interior walls (except ceilings) in 2 colours.
Paint all interior doors. (Only middle school)
Paint all handrails and stair walls.
Paint all offices and hallways.
All materials and paint included
Labor for moving the furnitures included. (Relocating after paint excluded)
Dunn Edwards paints will be use.

If we go with existing colors on middle school building there will be an increase of \$6,000 on price (so we dont have to paint the stairways all the way up ceiling)

Subtotal	\$132,000.00
<hr/>	
Sales Tax	\$12,540.00
<hr/>	
Total	\$144,540.00

Notes:

For future low coast maintenances its better to go with same colors on both buildings.

By signing this document, the customer agrees to the services and conditions outlined in this document.

Magnolia Public schools



TRIFECTA
PAINTING & CONSTRUCTION

2022

**Magnolia Public Schools
- Interior Painting of Middle and High School -**



Geoffrey Lloyd
Trifecta Painting & Construction
06/20/2022

	<p>Trifecta Painting & Const. 15021 Ventura Blvd. #864 Sherman Oaks, CA 91403 Office: 800.939.6000 www.TrifectaPC.com License #: 878758 LEAD Certification #: NAT-33536-1</p>	<p>Job #: 22-1844 Date: 06/20/2022</p>
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<p>Prepared By:</p> <p>Geoffrey Lloyd O: 800-939-6000 C: 818-419-0163 GeoffreyL@TrifectaPC.com</p> 	<p>Project Contact:</p> <p>Mustafa Sahin 250 E 1st St, Suite 1500 Los Angeles, CA 90012</p>	<p>Customer:</p> <p>Magnolia Public Schools 18220 Sherman Way Reseda, CA 91335</p>
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Dear Board of Directors.

Thank you for the opportunity to provide an estimate for the school’s painting and construction needs. Trifecta specializes in HOA, multi-family, and commercial painting, carpentry, and waterproofing. It is our goal to earn your trust through the process of choosing a contractor to work with, and fully embrace the mindset of this project being a partnership.

Here is a list of the items that are included in this estimate:

- Scope of Work2
- Option #1: Interior Painting of Middle and High School Buildings2
- Paint and Color Schedule, Surface Preparation, Protection of Substrates4
- Notices and Communication (Examples).....5
- Contract Summary - 22-1844.....6

We would like to highlight that in addition to our Painting C-33 license, we are also a licensed General Contractor (B), able to perform all trades. Many of our painting competitors who only hold a C-33 license sometimes bid on trades they are not licensed and/or qualified to execute. You can validate anyone’s license on the California State License Board’s website: cslb.ca.gov

If you have any questions or concerns regarding this estimate, please do not hesitate to contact me. Our goal is to make sure that all questions are answered, and to ease the minds of all invested parties. Once again thank you for this opportunity.

Sincerely,

Geoffrey Lloyd



Scope of Work

Option #1: Interior Painting of the Middle and High School Buildings

Preparation and Painting to: Interior of Middle and High School Buildings

- Trifecta has identified the following Substrates to be included in the **INTERIOR PAINTING SCOPE** of work for the Magnolia Public Schools project.
 - Drywall/Gypsum Substrates
 - This includes the preparation and painting of interior Drywall/Gypsum areas found throughout the community comprised of the following:
 - All previously painted classroom walls located within the middle and high school buildings.
 - Twenty (20) high school classrooms will receive a new white board wall to match existing.
 - All previously painted hallway walls located within the middle and high school buildings.
 - Middle school hallway walls: Only areas previously painted gray will be painted.
 - All previously painted bathroom walls located within the middle and high school buildings.
 - Door Substrates
 - This includes the preparation and painting of interior Door areas found throughout the community comprised of the following:
 - All previously painted classroom doors located within the middle and high school buildings.
 - All previously painted bathroom doors located within the middle and high school buildings.

Notes:

- This proposal includes all labor, material, and rental equipment including a porta potty for employee use during the life of the project.
- This proposal has been structured for the use of community water sources for employee cleanup.
- Trifecta will post notices and communicate directly with residents as to take the burden off management during the execution of the project.
- It is the community’s responsibility to provide a secure storage area for material and equipment during the course of the project. If Trifecta is required to rent a storage container, additional costs will apply.
- This proposal does not include the painting of the ceilings in the classrooms, hallways, or bathrooms.
- This proposal does not include the painting of any walls, doors, or ceilings in any office, storage room, electrical room, breakroom, etc.
- This proposal does not include the painting of any metal railings or handrails.
- This proposal has been created for the sole purpose of painting the classroom walls, hallway walls, bathroom walls, and doors.

Excludes:

- All areas not explicitly identified above
- All Horizontal Walking Surfaces
- Decorative Wall Mounted Lights
- Wood Replacement
- Metal Repair or Replacement
- Window Washing
- Painting of Office Walls
- Painting of Storage Room Walls
- Painting of Any Utility Room Walls
- Painting of Any Doors Not Specified Above
- Painting of Any Ceiling Surface
- Painting of Any Metal Surfaces
- All Previously Unpainted Surfaces (Unless Explicitly Stated Above)

Pricing Allocation

- Interior Painting \$84,115.00
- White Board Walls \$33,435.00

Total Option Price: \$117,550.00

Price includes all labor, materials, and rentals for the option price



Paint and Color Schedule, Surface Preparation, Protection of Substrates

Paint Schedule

- Paint material to be used on project to be high quality material supplied by **Vista** Paints for all walls and doors. **Benjamin Moore** Notable Dry Erase Paint.
 - This is to match any applicable manufacturer specifications in place for this project.
- Project has been bid with the following schedule for each of the community substrates:
 - Spot Prime: With Appropriate High Quality Primer for each Substrate
 - First Coat: With Appropriate High Quality Paint for each Substrate (Wood, Stucco, or Metal)
 - Second Coat: With Appropriate High Quality Paint for each Substrate (Wood, Stucco, or Metal)

Color Schedule

- Owners to provide color choices. The owner and project coordinator should be aware that certain colors, especially darker tones fade more rapidly than other colors, regardless of the product manufacturer, product type, or substrate to which the product is applied. It is advisable for the owner, project coordinator, and/or person responsible for color selection to consult with Trifecta early in the planning stage to assure the most durable combination of tinting formulation is used to achieve the desired color. Additionally, color selection affects the hiding ability of the finish coats. This Proposal is written to include a finish coat to cover.
 - **Unless otherwise specified, this estimate is submitted for a same or similar color re-paint. If a significant color change is decided upon (Very Dark Color), additional coats may be required at additional cost.**
 - **Trifecta Painting & Construction has included help with the color choice process at no additional cost by partnering with the chosen paint manufacturer. This covers all consultations as well as color picture renderings to be included at no additional charge!**

Surface Preparation

- Surface Preparation Standards Document can be submitted upon request separately from this document.

Protection of Substrates

- Trifecta will protect all adjacent areas not being painted by taking appropriate measures.
- All landscape vegetation shall be covered prior to paint preparation so as not to cause damage to existing plants. It is the responsibility of the owner, as necessary, to trim all vegetation in such a manner as to reasonably minimize its interference with preparation and painting process including removing all vines and other plants attached to the substrates to be painted.
- Trifecta shall immediately clean-up all accidental splatter, spillage, misplaced paint, and restore the affected surface to its original condition.

Notices and Communication (Examples)

- Trifecta Painting & Construction is here to help and will manage your project with thorough communication with you and your staff. Our goal is to take the burden off both the board and the administration by communicating directly with the staff during the execution of your project. Some of our notifications include:
 - Project Award Notice
 - Project Start Notice
 - Front Door Painting Notice
 - Delay Notice
 - Touch Up Notice
- Here below are just **two examples** of a notices that is used during the execution of our projects:



Painting Project Notice

Please Read Note In Its Entirety

Dear Resident,

Trifecta Painting wishes to formally notify you that we have been awarded the interior/exterior community repainting project at Magnolia Public Schools. The project is slated to start on Monday, xxxx.

This project is comprised of xxxxxx. The project is expected to last xxxxx weeks/months, weather permitting.

Residents will be notified one prior to the start of their individual building so that they may ready their individual area for our arrival. Notes on how to prepare your individual area will be on the new notice you receive one week prior to the start of your building.

If you have any questions or concerns, please feel free to contact us at the email address below:

Info@TrifectaPC.com

(Please enter your association name in the Subject field)

We appreciate your cooperation through this process. We look forward to servicing your association, and the timely completion of your community's project.

Kind Regards,

Trifecta Painting



Door Painting Notice

Please Read Note In Its Entirety

Dear Resident,

Trifecta Painting wishes to formally notify you that on the week of xx/xx/xxxx we will be painting the individual patio doors of your building. We kindly ask for you to sign up for a time slot that is most convenient for you by emailing our office manager at the email address below.

The time to apply two coats of paint will take about an hour. Additionally, following the painting of your front door, please make arrangements for your door to remain unclosed (open or cracked open) for 2-4 hours in order to give the paint adequate time to dry.

If you have any questions or concerns, please feel free to contact us at the email address below:

Info@TrifectaPC.com

(Please enter your association name in the Subject field)

We appreciate your cooperation through this process. We look forward to servicing your association, and the timely completion of your community's project.

Kind Regards,

Trifecta Painting

Contract Summary - 22-1844

Contractor: Trifecta Painting & Const. 15021 Ventura Blvd. #864 Sherman Oaks, CA 91403 800.939.6000 / TrifectaPC.com License #: 878758	Project Contact: <u>Mustafa Sahin</u> <u>250 E 1st St, Suite 1500</u> <u>Los Angeles, CA 90012</u>	Customer: Magnolia Public Schools 18220 Sherman Way Reseda, CA 91335
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Trifecta Painting & Construction (“**Trifecta**”) hereby proposes to furnish labor and material, in complete accordance with the above written specification for the sums below:

Option Pricing		
Line Items	Amount	Acceptance Initial
Option 1:	\$117,550.00	
Option 2:		
Option 3:		
Grand Total Amount of Options Selected: _____ \$		<i>(to be filled in by customer)</i>

Payment Schedule		
Payment Due When	Amount	Total Project %
Booking Deposit:	\$1,000.00	Fixed
Project Start Payment:	\$34,265.00	30%
Every 2 Week Payment: (Total Payments: 3)	\$23,510.00	20%
Final Payment:	\$11,755.00	10%

Payment totals in the above matrix are not structured to mirror the amount of work that has been completed; but so that all payments will be received by the scheduled completion of the project. All additional pricing options or change orders will be billed separately from this above schedule.

Please make all checks payable to: Trifecta Painting & Construction

Acceptance of Proposal

I/We have read and agree to the Summary above as well as to the Terms and Conditions attached hereto which are incorporated herein by this reference. To the extent the terms of the Summary conflict with the Terms and Conditions, the Summary shall control. Trifecta is authorized to perform the work as outlined in the above proposal. Payments will be made as outlined above:

Customer: Print, Sign and Date: _____

Trifecta Representative Signature and Date: _____



Terms and Conditions

The Terms and Conditions below and the Summary above (collectively, the “**Agreement**”) establishes the entire understanding of both parties and no other understanding or representations, oral or otherwise shall be recognized as part of this Agreement:

1. Commercial Insurance:

- a. Trifecta holds full Workers Comp Insurance, \$2M General Liability Insurance, an additional \$2M Umbrella Policy, and a \$1M Auto policy. Certificates will be provided upon request.

2. Project Scheduling:

- a. Total estimated project duration: 33 working days (Monday-Friday)
 - (i) Estimated completion as weather conditions permit
 - (ii) Approximate start date and completion date are yet to be determined, however will reflect the amount of working days listed above
- b. Working hours are 7:30am - 4pm and can be adjusted at the request of the customer. This schedule represents a 5-day work week for Trifecta employees. If schedule accommodations require Trifecta staff to work more than 5 days a week, overtime costs will be passed along to the client.

3. Contractor Warranty:

- a. Masonry: Trifecta provides a 5 Year labor warranty against blistering and peeling from the date of completion.

4. Changes to Contract:

- a. If Customer requests changes in the scope of work, including level of preparation work specified, changes in products, finishes, number of colors or number of coats, the price will be adjusted to reflect the changes.
- b. Custom color paints/stains are not returnable for store credit. If Customer requests a color change after Trifecta has ordered custom color paint/stains for Customer’s job, Customer will be billed for the paint/stain and charged for the additional labor necessary to repaint.
- c. If Customer cancels the job for any reason, after Trifecta has started, Customer will be charged for any material expense incurred and any labor hours worked at a rate of \$60.00 per labor hour.
- d. This proposal may be withdrawn by Trifecta if not accepted within 30 days of the first date on the Summary.

5. Change Orders:

- a. Change orders require the signature of an authorized Trifecta Representative and the Customer or an authorized representative of the Customer. No work will be performed on requested change orders until Trifecta is in receipt of such signatures.
- b. Any additional work discovered during the course of this project will be charged either by a fixed amount, which will be on a separate change order proposal, or on a Time and Material (“T&M”) basis at a rate of \$65.00 per man hour; both to be signed. If Trifecta is instructed to complete such work on a T&M basis, Trifecta will provide Customer with a timecard detailing the work done, time and personnel involved and receipts for any materials used.

6. Contract Execution Notes:

- a. This Agreement is confidential and may not be made available to other contractors, contractor representatives, or paint manufacturers.
- b. This Agreement is for completing the job described above and is based on visually observed conditions at the time the estimate was created. Should any unforeseen conditions arise that could not be determined at the time of the estimate, but occurs at any time while providing the services, Customer will be notified and a firm price will be given at that time.
- c. Trifecta will produce a “properly painted surface.” A “properly painted surface” is one that is uniform in color and sheen. It is one that is free of foreign material, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface that is free of drips, spatters, spills, or over-spray which the contractors’ workforce causes. Compliance to meeting the criteria of a “properly painted surface” shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.
- d. Installation: Customer understands that Trifecta may or may not install the materials. Trifecta has the right to subcontract any part of, or all of the work herein.
- e. Pressure wash all surfaces scheduled for painting. Customer should be aware that when pressure washing is done, water is applied at angles not common to weather which will / may cause temporary leaking. For this reason, Trifecta strongly advises Customer to remove any items from around doors and windows that may be damaged by water.
- f. Trifecta is not responsible for damage to Spanish tile roofs (or other roof systems). Every precaution will be made to not break tiles, but it is not guaranteed that there will be no tile damage.

- g. This proposal assumes the existing paint is lead free unless expressly stated otherwise within the scope of work. Proposal charge amounts are subject to change if lead is found in any of the existing paint.
- h. Various regulatory agencies have jurisdiction over the handling of lead-based paint risks. Trifecta will perform the scope of work described above in accordance with all federal, state, and local laws. One of the concerned regulations involves contractors providing basic information about lead and your health, how to prepare for a renovation or repair project, what to look for during and after the job, and where to get more information about lead. By signing and accepting this Agreement, customer acknowledges s/he has received and reviewed an email attachment or a paper copy of the EPA's 'The Lead-Safe Certified Guide: Renovate Right' brochure.
- i. Outside Agency Circumstances: Any changes required by an outside agency such as the government, EPA, inspection service or the like will be considered additional work which are to be paid by the customer.
- j. Consumer Notification: Customer is entitled to a completely filled in copy of this Agreement, signed by both Customer and Trifecta, before any work may be started.
- k. California State License Board: Trifecta is required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board: www.cslb.ca.gov or at 1-800-321-CSLB (2752).
- l. Lien Disclosure: Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.
- m. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.
- n. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.
- o. For ways to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-CSLB (2752).
- p. Notice of Right to Cancel: Customer may cancel this transaction, without any penalty or obligation, within three business days from the date the Agreement was signed. If Customer cancels, any property traded in, any payments made by Customer under this Agreement, and any negotiable instrument executed by Customer will be returned within 10 days following receipt by Trifecta of Customer's cancellation notice, and any security interest arising out of the transaction will be canceled. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to Trifecta's office at the address on the header of this document.
- q. Delay: Trifecta shall not be held responsible for any damage that has occurred by delays resulting from work done by Customer's subcontractors, extra work, acts of Customer or Customer's agents including failure of Customer to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, acts of God, or any other contingencies unforeseen by contractor or beyond Trifecta's reasonable control.
- r. Right to Stop Work: If any payment is not made to Trifecta as per this Agreement, Trifecta shall have the right to stop work and keep the job idle until all past due progress payments are received. Trifecta is further excused by Customer from paying any materials, equipment and/or labor suppliers or any subcontractors (collectively the "**Suppliers**"). If these same Suppliers make demand upon Customer for payment, Customer may not make such payment on behalf of Trifecta without Trifecta's approval at which time the Trifecta may access a late payment penalty by not reimbursing the Customer the amount paid to the Suppliers. The Customer is responsible to verify the true amounts owed to the Suppliers prior to making payment. Customer shall not be entitled, under any circumstances, to collect as reimbursement from Trifecta any amount greater than that exact amount actually and truly owed by Trifecta to the Suppliers for work done on Customer's project.
- s. Collection: Customer agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Customer default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 20% per annum or the maximum rate permitted by law. Deposits are forfeited upon cancellation of a job by Customer.

Coversheet

Approval of Vendor and Contract for Replacement and Maintenance of Playground Surfaces at Magnolia Science Academy-Santa Ana

Section: II. Action Items

Item: B. Approval of Vendor and Contract for Replacement and Maintenance of Playground Surfaces at Magnolia Science Academy-Santa Ana

Purpose: Vote

Submitted by:

Related Material:

Approval of Contract and Vendor to Replace One Play Surface and to Provide Maintenance Services for the Kindergarten Play Surface at MSA-SA.pdf



Agenda Item #: II B: Action Item

Date: July 6, 2022

To: Magnolia Educational & Research Foundation dba Magnolia Public Schools ("**MPS**")
Ad Hoc Committee (the "**Committee**")

From: Alfredo Rubalcava, CEO & Superintendent

Staff Lead: Patrick Ontiveros, General Counsel & Director of Facilities
Mustafa Sahin, Project Manager

RE: Approval of Contract and Vendor to Replace One Play Surface and to Provide
Maintenance Services for the Kindergarten Play Surface at MSA-SA

I. Proposed Recommendation(s)

Staff recommends and moves that the Committee approve (1) the selection of Spectra Turf as the vendor (a) to remove and replace the play surface at the northwest corner of the campus, and (b) to provide maintenance services for the kindergarten play surface located immediately adjacent to the school building on the northeast corner of the campus at the Magnolia Science Academy Santa Ana campus located at 2840 West 1st Street (the "**Project**"), (2) the expenditure of up to Forty Thousand Dollars (\$40,000.00) on the Project, and (3) the execution of a contract for the Project that Staff may negotiate with such vendor.

II. Background

The play surfaces that are the subject of this report are shown on Exhibit A. They were installed when the school building and the gym were constructed. The surface of the principal play area has deteriorated to the point where it needs to be completely removed and replaced. This deterioration is due to the fact, one, in the opinion of Spectra Turf, the thickness of the existing surfacing is inadequate, and two, the surfacing was not routinely maintained. The surface of the kindergarten play area remains acceptable. Spectra Turf will clean the surface and add another coat of resin to insure its durability.

Staff reached out to several vendors. Spectra Turf was the only vendor that submitted a proposal. Spectra Turf's proposal is attached as Exhibit B.

III. Conclusion & Budget Impact

Staff recommends that MPS sign a contract for \$33,754.00 with Spectra Turf for the Project and maintain a reserve of \$6,246.00 for any additional or unforeseen Project costs.

The costs for Project will be paid from MSA-Santa Ana's reserves. The cost will not have a materially negative impact on MSA-Santa Ana's reserves.

May 26, 2022
Page 2



Exhibit A _____ Site Plan
Exhibit B _____ Spectra Turf Proposal



Exhibit A

Site Plan





Exhibit B

Spectra Turf Proposal



Phone: (800)875-5788
 Fax: (951)734-3630

Quote Number: 60638

QUOTE

<p>Quote To:</p> <p>Magnolia Public Schools 250 East 1st Street, Ste 1500 Los Angeles CA 90012</p> <p>Phone:</p>	<p>Date: 5/6/2022 Expires: 8/4/2022 Project: Magnolia Science Academy Main Area - Santa Ana, CA</p> <p>Sales Person: Kassi Hove</p> <p>kassi.hove@spectraturf.com</p>
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Description:

INCLUDES STANDARD BASE RATE WAGES.

LINE COST#1: SAFETY SURFACING
 Provide & install 1850 SF of 3" TOTAL UNIFORM thickness SpectraPour safety surfacing.
 3" UNIFORM thickness is certified for a max. fall height of 7'-0"

*Wear layer to be 50% Color / 50% Black mixed with standard aromatic resin.
 NO GRAPHICS OR COLOR PATTERNS INCLUDED.*

*NOTE: There will be an up-charge in cost for the following premium colors:
 Light Purple, Dark Purple, Dark Green, Bright Yellow, Mustard Yellow, Bright Red, Orange, Brown & Dark Brown.*

Includes repair of approx 300 SF of compacted sub-base where a failure has occurred.

*ADD OPTION 1: Upgrade to 100% Color wear layer (no black)... ADD \$ 3,571.00
 ADD OPTION 2: Upgrade to Aliphatic (UV-stable, non-yellowing) Resin.. ADD \$ 4,829.00*

LINE COST #2: REMOVAL OF EXISTING SURFACING
 Remove & dispose of 1850 SF of existing safety surfacing

LINE COST #3: TEMP FENCING
 Provide temp fencing throughout construction & curing phases

LEAD TIME: SPECTRATURF IS EXPERIENCING LONGER THAN NORMAL LEAD TIMES ON SOME MATERIALS

PROJECT DURATION: 4 ON-SITE WORKING DAYS TO COMPLETE THIS PROJECT

EXCLUDES: Union Labor Requirements or one-time agreements; Temporary construction fencing; Post-installation testing/inspections; Third party insurance credits (OCIP, etc.); Payment/Performance Bonds; etc...

See final page of proposal for full terms & exclusions.

United States Dollar

Line	Part	Description	Order Qty	Unit Price	Ext Price
1	SYS-001	System, SpectraPour	1.00 EA	\$23,717.00	\$23,717.00

Line	Part	Description	Order Qty	Unit Price	Ext Price
2	SYS-013	System, Tear Out	1.00 EA	\$3,441.00	\$3,441.00



SpectraTurf

an ecore company

SpectraTurf Inc
555 S Promenade Ave, Suite 103
Corona CA 92879

Phone: (800)875-5788

Fax: (951)734-3630

Quote Number: 60638

QUOTE

Line	Part	Description	Order Qty	Unit Price	Ext Price
3	SYS-011	Temporary Fencing	1.00 EA	\$800.00	\$800.00

Subtotal \$27,958.00
Total Charges \$0.00

Total \$27,958.00



Phone: (800)875-5788
Fax: (951)734-3630

Quote Number: 60638

QUOTE

PROPOSAL ACCEPTANCE

ACCEPTANCE: By signing below, I agree to the above proposal as well as the terms and conditions attached to this agreement. I am duly authorized by _____ to approve and accept this proposal as stated.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____

COMPANY NAME: _____ **BILLING CONTACT:** _____

ADDRESS: _____

PHONE: _____ **FAX:** _____ **EMAIL:** _____

Issue all Purchase Orders, Contracts, and payments to **SPECTRATURF**. Send ALL completed forms back to your SpectraTurf Sales Representative: **Alex Stout**

Thank you for considering SpectraTurf on this project.

TERMS AND CONDITIONS



Phone: (800)875-5788
 Fax: (951)734-3630

Quote Number: 60638

QUOTE

See product specifications for detailed product and installation information. Product specifications are available from your Sales Representative. Material samples will be provided upon request.

1. Quote is based on the information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.
2. The price quoted applies to any quantity equal or less to that quoted or less than the thickness noted on page 1. If the area to be surfaced is larger or requires thicker material, we will require a change order for the additional square footage or thickness. We do not proceed without a signed change order.
3. All thicknesses noted on Page 1 are to be installed at a uniform thickness throughout the entire playground area, unless otherwise noted.
4. Contractor/Owner is to provide a minimum 3 week notice for the commencement of the safety surfacing installation.
5. In the event that a change in thickness, square footage, color or color percentage is requested, a revised proposal and/or purchase order will be required before installation can begin.
6. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges in the form of a change order. Work cannot commence until the Change Order is fully executed.
7. Installation crew chief will act as out on-site representative, but is not able to bind the company to any agreements, including verbal. All decisions are to be made by authorized office personnel only.
8. Project completion time must be extended, regardless of the extension allowed by owner, due to any delays caused by unacceptable weather conditions and/or temperatures, or delays by Owner, Contractor, or any other sub-contractors not under the direct control of SpectraTurf.
9. ANY additional site work not included here within, including sub-base, is the responsibility of the owner.
10. We provide a brief visual inspection of the of the sub-base. There is no testing we can do to ensure the base was done correctly. Proceeding with installation of surfacing does not constitute acceptance of the sub-base.
11. Job site access must be at a maximum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before installation and remain off for 48 hours after installation is completed.
12. Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to site not being ready as scheduled or if the installation is interrupted for reasons other than those related to weather or general public emergencies.
13. Security during installation through turnover of project to owner, is the responsibility of the Owner/General Contractor
14. Any excess material at the job site upon completion is the property of SpectraTurf.
15. Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
16. Scheduling and crew deployment is subject to weather conditions.
17. Warranties will NOT be issued until payment is received.
18. Terms of Payment are COD, unless otherwise negotiated.

INSTALLATION EXCLUSIONS, unless otherwise noted in Project Notes on page 1.

- | | | |
|---|---|--|
| Permit/Licensing | Prevailing / Davis Bacon Wages | Demolition |
| Builders Risk Insurance | Union Fees (PLA/PSA Contracts) | Play Area Drainage |
| Excavation and Site Work Preparation | Design /Engineering | Waste/Dumpsters |
| Third Party Insurance (OCIP, etc.) | Post-installation Fall Height/Attenuation Testing | Rooftop Installations |
| Third Party Playground Inspection | Temp Fencing/Security | Extended Warranty |
| Fees for TEXTURA or similar | HOA Additionally Insured | Payment & Performance Bonds
(Add 1.5%, if required) |
| Hoisting & Lowering of material & equipment to above ground level locations | | |

INITIALS



Phone: (800)875-5788
 Fax: (951)734-3630

Quote Number: 60639

QUOTE

<p>Quote To:</p> <p>Magnolia Public Schools 250 East 1st Street, Ste 1500 Los Angeles CA 90012</p> <p>Phone:</p>	<p>Date: 5/6/2022 Expires: 8/4/2022 Project: Magnolia Science Academy - Kinder - Santa Ana, CA</p> <p>Sales Person: Kassi Hove</p> <p>kassi.hove@spectraturf.com</p>
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Description:

INCLUDES STANDARD BASE RATE WAGES.

Scope of Work:
 a. Pressure wash a total of 830 SF over three (3) areas of existing safety surfacing
 b. Provide & apply aliphatic resin roll coat over a total of 830 SF over three (3) of existing safety surfacing.
 NOTE: Allow a minimum of 72 hours of curing time after resin is applied before any foot traffic or use of the play areas begins

LEAD TIME: SPECTRATURF IS EXPERIENCING LONGER THAN NORMAL LEAD TIMES ON SOME MATERIALS

PROJECT DURATION: 2 ON-SITE WORKING DAYS TO COMPLETE THIS PROJECT

EXCLUDES: Union Labor Requirements or one-time agreements; Temporary construction fencing; Post-installation testing/inspections; Third party insurance credits (OCIP, etc.); Payment/Performance Bonds; etc...

See final page of proposal for full terms & exclusions.

United States Dollar

Line	Part	Description	Order Qty	Unit Price	Ext Price
1	SYS-008	System, Roll Coat	1.00 EA	\$5,296.00	\$5,296.00

Line	Part	Description	Order Qty	Unit Price	Ext Price
3	SYS-011	Temporary Fencing	1.00 EA	\$500.00	\$500.00

Subtotal \$5,796.00
 Total Charges \$0.00

Total \$5,796.00

PROPOSAL ACCEPTANCE



Phone: (800)875-5788
Fax: (951)734-3630

Quote Number: 60639

QUOTE

ACCEPTANCE: By signing below, I agree to the above proposal as well as the terms and conditions attached to this agreement. I am duly authorized by _____ to approve and accept this proposal as stated.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____

COMPANY NAME: _____ **BILLING CONTACT:** _____

ADDRESS: _____

PHONE: _____ **FAX:** _____ **EMAIL:** _____

Issue all Purchase Orders, Contracts, and payments to **SPECTRATURF**. Send ALL completed forms back to your SpectraTurf Sales Representative: **Alex Stout**

Thank you for considering SpectraTurf on this project.

TERMS AND CONDITIONS



Phone: (800)875-5788
Fax: (951)734-3630

Quote Number: 60639

QUOTE

See product specifications for detailed product and installation information. Product specifications are available from your Sales Representative. Material samples will be provided upon request.

1. Quote is based on the information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.
2. The price quoted applies to any quantity equal or less to that quoted or less than the thickness noted on page 1. If the area to be surfaced is larger or requires thicker material, we will require a change order for the additional square footage or thickness. We do not proceed without a signed change order.
3. All thicknesses noted on Page 1 are to be installed at a uniform thickness throughout the entire playground area, unless otherwise noted.
4. Contractor/Owner is to provide a minimum 3 week notice for the commencement of the safety surfacing installation.
5. In the event that a change in thickness, square footage, color or color percentage is requested, a revised proposal and/or purchase order will be required before installation can begin.
6. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges in the form of a change order. Work cannot commence until the Change Order is fully executed.
7. Installation crew chief will act as out on-site representative, but is not able to bind the company to any agreements, including verbal. All decisions are to be made by authorized office personnel only.
8. Project completion time must be extended, regardless of the extension allowed by owner, due to any delays caused by unacceptable weather conditions and/or temperatures, or delays by Owner, Contractor, or any other sub-contractors not under the direct control of SpectraTurf.
9. ANY additional site work not included here within, including sub-base, is the responsibility of the owner.
10. We provide a brief visual inspection of the of the sub-base. There is no testing we can do to ensure the base was done correctly. Proceeding with installation of surfacing does not constitute acceptance of the sub-base.
11. Job site access must be at a maximum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before installation and remain off for 48 hours after installation is completed.
12. Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to site not being ready as scheduled or if the installation is interrupted for reasons other than those related to weather or general public emergencies.
13. Security during installation through turnover of project to owner, is the responsibility of the Owner/General Contractor
14. Any excess material at the job site upon completion is the property of SpectraTurf.
15. Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
16. Scheduling and crew deployment is subject to weather conditions.
17. Warranties will NOT be issued until payment is received.
18. Terms of Payment are COD, unless otherwise negotiated.

INSTALLATION EXCLUSIONS, unless otherwise noted in Project Notes on page 1.

Permit/Licensing
 Builders Risk Insurance
 Excavation and Site Work Preparation
 Third Party Insurance (OCIP, etc.)
 Third Party Playground Inspection
 Fees for TEXTURA or similar
 Hoisting & Lowering of material & equipment to above ground level locations

Prevailing / Davis Bacon Wages
 Union Fees (PLA/PSA Contracts)
 Design /Engineering
 Post-installation Fall Height/Attenuation Testing
 Temp Fencing/Security
 HOA Additionally Insured

Demolition
 Play Area Drainage
 Waste/Dumpsters
 Rooftop Installations
 Extended Warranty
 Payment & Performance Bonds
 (Add 1.5%, if required)

INITIALS



PLAYGROUND SURFACE SYSTEM FIVE YEAR WARRANTY

Scope of Warranty

SpectraTurf, Inc. expressly warrants to the Owner that the materials supplied and installed per the purchase order agreement shall remain free from defects in workmanship and materials for a period of Five (5) years from the date of this Warranty.

This Warranty shall be pro-rated as follows:

- If at any time in year 1 (one) of the Warranty a Warranty claim is made and determined to be valid, SpectraTurf shall repair or replace the affected area without cost to the Owner.
- If a Warranty claim is made and determined to be valid in years 2-3 of the Warranty, SpectraTurf shall repair or replace the affected area at a cost to the Owner of 30% of the repair cost.
- If a Warranty claim is made and determined to be valid in years 4-5 of the Warranty, SpectraTurf shall repair or replace the affected area at a cost to the Owner of 60% of the repair cost.

SpectraTurf, Inc. expressly warrants that if the surface is used as a playground it shall remain at or below 1000 HIC and 200 GMAX as tested in accordance with ASTM F1292 for a period of three (3) years from the date of this Warranty.

- Any repairs/replacements which are necessary as a result of the failure of the system to maintain 1000 HIC and 200 GMAX shall be covered for a period of three (3) years from the date of this Warranty

Owner's Compliance with Maintenance Manual

The Warranties stated above are subject to and conditioned upon the Owner's compliance with SpectraTurf, Inc's maintenance procedures.

Aliphatic Roll Coats required every 3 years. High traffic Playgrounds require Aliphatic Roll Coats every 2 years.

Exclusions from Warranties

The Warranties stated above exclude damage due to:

- Improper or faulty subsurface preparation including improper drainage
- Shrinkage (which is an inherent characteristic of elastic rubber)
- Normal wear and tear
- Excessive wear and tear under swings, transfer stations and slides
- Water Damage
- Slight color variations including but not limited to ambering after installation and color fading over time

- Improper snow removal
- Neglect, abuse, deliberate act, accident, or vandalism
- Act of God, casualty
- Vehicular traffic
- Improper dry cleaning fluids
- Damage due to stains
- Damage from high heel shoes, cleats, or any other sharp foot wear.
- Improper cleaning methods and/or cleaning methods not sanctioned by SpectraTurf, Inc.
- Area's where surfacing was required to be put in thicker than Spectraturf's certified thicknesses based on equipment fall height.

Warranty Claims Procedure

All warranty claims must be made in writing and sent with photographs to SpectraTurf, Inc., at the address listed below, within thirty (30) days after Owner has or should have knowledge of the alleged defect. Within a reasonable time of receipt of notice, SpectraTurf, Inc. shall have the opportunity to inspect the site and investigate the affected area, including the right to take any photographs and/or tests of the area. Any repair or replacement work performed by a party other than SpectraTurf, Inc. shall invalidate this Warranty and terminate any further obligation of SpectraTurf, Inc.

Limitations and Exclusions of Warranty/Remedy

If an area of the surface is determined to be covered by this Warranty, SpectraTurf, Inc.'s obligations under this Warranty shall be to repair or replace the area. The remedy of repair or replacement shall be the Owner's sole and exclusive remedy. Except in the case of personal injury, SpectraTurf, Inc. shall not be liable for consequential damages. In no event shall SpectraTurf, Inc. be liable for incidental or punitive damages.

This Warranty shall be of no force and effect if SpectraTurf, Inc. is not paid in full for the System and SpectraTurf, Inc.'s obligations under this Warranty are expressly contingent upon SpectraTurf, Inc. being paid in full for the System. SpectraTurf, Inc. must be paid at least 90% of its contract balance within sixty (60) days of the date of this warranty and paid retention in full within one hundred twenty (120) days of the date of this warranty or this warranty becomes void.

NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE ARE MADE AND ALL OTHER WARRANTIES EXCEPT AS EXPRESSLY STATED HEREIN ARE DISCLAIMED.

This Warranty is issued by SpectraTurf, Inc. in the State of California and shall be governed by and interpreted in accordance with the laws of the State of California.

DATE :

SIGNATURE: _____
on the behalf of SPECTRATURF, INC.

PROJECT:

**555 S Promenade Ave, Suite 103, Corona, CA 92879-1352
(951) 736-3579 – (800) 875-5788 – Fax (951) 734-3630**