



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.



Exhibit A _____ Site Plan
Exhibit B _____ Spectra Turf Proposal

Exhibit A

Site Plan





Exhibit B

Spectra Turf Proposal

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>
---	---

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

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

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
 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

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>
---	--

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

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: