



Norwalk City Hall,
Recreation and Parks
Department
125 East Avenue, PO Box 5125
Norwalk, CT 06851-5125
203-854-7806

**RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
MEETING**

BY VIDEO CONFERENCE AND TELECONFERENCE

WEDNESDAY, JANUARY 11, 2023

7:00 PM

<https://www.norwalkct.org/Meetings>



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Dilene Byrd at dbyrd@norwalkct.org to provide written public comment prior to the meeting.

- I Roll Call
- II Minutes of December 21, 2022
- III Public Participation
- IV **Old Business**
- V **New Business**

The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.

1. Authorize the Purchasing Agent to issue a purchase order to TPC-Turf Products for the purchase of three (3) Toro Workman GTX EFI carts, model # 07409

from the State of Connecticut DEEP grant account in an amount not to exceed \$34,874.44

2. Authorize the Purchasing Agent to issue a purchase order to TPC-Turf Products for the purchase of a Toro Groundsmaster 5910 mower, model # 31699 from the State of Connecticut DEEP grant account, for an amount not to exceed \$167,069.67.
3. Authorize the purchasing agent to issue a purchase order to FieldTurf USA Inc, for the sole source procurement of the replacement of the track at Brien McMahon High School, pricing off the Sourcewell Contract # 060518-FTU, in an amount not to exceed \$822,600.00 from accounts 09226030-5777- C0820 and 134010 5796 ARP01.

VI Discussion





DEPT OF FINANCE
 Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 12/28/2022

DEPARTMENT: Rec and Parks

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

<input type="checkbox"/>	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
<input type="checkbox"/>	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
<input type="checkbox"/>	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
<input checked="" type="checkbox"/>	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
<input type="checkbox"/>	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
<input type="checkbox"/>	Other, please explain:

TOTAL COST: \$34,874.44 MUNIS Account: DEEP Grant

VENDOR: TPC-Turf Products

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
	Supports	
Purchasing Agent Name	Does Not Support	Department Head Name
	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Robert Stowers
Date		Date 12/28/2022

JUSTIFICATION:

The Norwalk Parks Department is looking to purchase 3 Toro Workmen work carts, off the Toro Sourcewell contract: 031121-TTC. Turf Products is also our only Toro supplier in this area.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Empty box for emergency explanation.



turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 245-4355 • FAX: (860) 763-5550

QUOTE

Prepared For: Ken Hughes
CITY OF NORWALK PARK & REC
ATTN: PATTY;125 EAST AVENUE NORWALK,
Connecticut 6851 United States

Ship To: Norwalk Park and Rec GTX cart
Quote Number: Q122498
Quoted Date: **12/27/2022**
Prepared By: Mark Osborn
mosborn@turfproductscorp.com

Qty	Model #	Description	MSRP	% Disc	Award	Extended
3	07409	Workman GTX EFI	\$12,145.00	22 %	\$9,473.10	\$28,419.30
3	07046	Plastic Cargo Bed	\$1,228.00	22 %	\$957.84	\$2,873.52
3	07048	Bucket Seat Kit	\$687.00	22 %	\$535.86	\$1,607.58

Toro Total:	\$32,900.40
Non – Toro Total:	\$0.00
Set Up 3%:	\$987.02
Freight 3%:	987.02
Trade Ins:	(\$0.00)
State Sales Tax:	\$0.00
Total Price:	\$34,874.44

Toro Sourcewell Contract #031121-TTC

While it is our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of Turf Products and our vendors.

Final pricing will be determined 60 days prior to delivery.



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COMMERCIAL SALES AGREEMENT

Contact Name: Ken Hughes
Account Name: City of Norwalk
Billing Address: 125 East Ave Norwalk ,Ct 06851

Quote Number: Q122498
Quoted Date: 12-27-2022
Prepared By: Mark Osborn

Phone number: 203-505-5681
Account Number: _____

Salesman Number: 206

Shipping address: Same

Buyer's PO No: _____

Agreement Signing Date: _____

Requested Delivery Date: ASP

Financing / Leasing
Terms: PO to be provided

Setup Instructions: Regular Set Up

Per Quote #Q122498

3- 07409 Toro GTX Carts

Contract Price \$34,874.44

While it is our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of Turf Products and our vendors.

Final pricing will be determined 60 days prior to delivery.

BY SIGNING BELOW, THE BUYER AGREES TO PURCHASE THE PRODUCTS AS DESCRIBED IN THE ACCOMPANYING QUOTES AND ACKNOWLEDGES HAVING RECEIVED AND READ A COPY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HEREBY AGREES TO BE BOUND BY THOSE TERMS AND CONDITIONS.

Buyer's Signature _____
Duly Authorized

Salesperson's Signature: *Mark Osborn*
Duly Authorized

Buyer's Printed Name _____
Duly Authorized

Salesperson's Printed Name Mark Osborn
Duly Authorized



turf products

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Main Office: (800) 245-4355 • FAX: (860) 763-5550

COMMERCIAL SALES AGREEMENT

TERMS AND CONDITIONS

- 1. ACCEPTANCE OF ORDER.** TURF PRODUCTS, LLC ("Seller") shall accept this sales agreement (the "Order") for certain goods described in name and quantity on Quote attached hereto (the "Goods"). Each of Seller and Buyer may be referred to herein as a "Party" and collectively as the "Parties". By Buyer and Seller's written acceptance of this Order, Buyer and Seller agrees to all the terms and conditions of this Order.
- 2. PRICING.** Prices, terms, and conditions are subject to change by Seller without notice. Seller reserves the right to add applicable taxes to the pricing.
- 3. CHANGES AND CANCELLATIONS.** Changes proposed by Buyer with respect to this Agreement shall be made by submittal by Buyer to Seller of a written request at least fifteen (15) days prior to shipment of Goods pursuant to this Agreement, approval shall be solely at Seller's discretion. In the event that Seller approves any change(s) proposed by Buyer with respect to this Agreement, Seller shall provide a new estimated delivery within a reasonable time. The terms and conditions of this Agreement shall remain in effect in their entirety in the event that Seller fails to approve any changes proposed by Buyer.
- 4. DELIVERY.** Goods shall be sold F.O.B. Delivery Destination as set forth above on the Delivery Date. Seller shall pack all Goods in accordance with customs and practices prevailing in the industry. Risk of loss shall pass to Buyer upon delivery of the Goods at the Delivery Destination if accepted and signed for by the Buyer. Seller shall not be liable for any losses to Buyer arising from any delivery of the Order that is nonconforming or rejected, unless said nonconformance or rejection is a result of Seller's gross negligence or fault. Notification of any such nonconformance or rejection must be provided to Seller within three (3) business days of Buyer's receipt of the Order. Seller shall retain a right to cure within ten (10) business days of receipt of Seller's notice of nonconformance or rejection of the Order or any part thereof without being deemed in breach of the Order or any part or provision thereof. Seller shall, in the event of a delay or threat of delay due to any cause, promptly notify Buyer in writing of the delay. Seller shall not be liable for any damages resulting from failure to make delivery or performance within the time called for by this Order or by any written instructions of the Buyer.
- 5. RETURNED GOODS AND ERRORS.** Goods may not be returned without a Returned Goods Authorization issued by the Seller and any returned Goods are subject to restocking charge. Certain Goods may not be returned including Goods which are found to be defective and or not conforming with the terms of this Agreement. All returns must be in new and clean condition. Goods delivered more than ninety (90) days prior to their attempted return will not be accepted by Seller unless Buyer has obtained prior written approval from the Seller. If permission to return the Goods (or any portion thereof) is granted, any amount of Seller's merchandise credit given to Buyer will be based on the circumstances involved and determined solely at the Seller's discretion. Buyer is responsible for any delivery or shipping charges incurred to return Goods to Seller. Seller shall cure any errors in the shipment of the Goods that are not in conformance with this Agreement and those goods that are defective and under warranty. All claims for shortages in this Agreement must be made within ten (10) calendar days from the shipment date.
- 6. FINANCE CHARGE.** Buyer agrees that each invoice pursuant to this Agreement will be subject to a finance charge of one and a half percent (1.5%) per month or part thereof (equaling an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by law, whichever is higher) if not paid in full after thirty (30) days of the date of the invoice, unless other terms have been agreed upon (ex" leasing). Buyer shall reimburse Seller for any and all costs and expenses (including attorney's fees to the maximum extent permitted by law) incurred by Seller arising from or related to the collection of any Obligation (as defined in Paragraph 7) and/or the enforcement of Seller's rights with regards to any Collateral (as defined in Paragraph 7).
- 7. SECURITY INTEREST.** To secure the payment and performance of each and every debt, liability of every type and description which the Buyer may now or hereafter owe to the Seller (each an "Obligation"), Buyer grants to Seller a security interest in the Goods, and all other goods (as defined in Article 9 of the Uniform Commercial Code, as adopted by the State of Connecticut (the "UCC")) from time-to-time sold by Seller to Buyer, and all products and proceeds of the foregoing property, including, without limitation, all accounts, insurance proceeds and all other rights to payment (the "Collateral"). Buyer authorizes the Seller to prepare and file financing statements covering all or any portion of the above collateral with any filing office selected by Seller. Upon any default of Buyer in respect of Obligation, Seller shall have all rights of a secured creditor under the UCC and under any other applicable law.
- 8. TERMINATION.** This Agreement may not be terminated unless agreed to in writing by Seller and Buyer.
- 9. REPRESENTATIONS AND WARRANTIES.** SELLER PROVIDES THE GOODS, INCLUDING BUT NOT LIMITED TO ANY SPARE PART(S), MANUAL(S) AND/OR INSTRUCTIONAL MATERIAL(S) PURSUANT TO THIS ORDER "AS IS." ANY WARRANTY OR WARRANTIES PROVIDED BY THE MANUFACTURER(S) OF THE GOODS (collectively, the "Manufacturers") IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Seller shall bear no responsibility for contents or errors in any manuals, instructions or other information supplied to the Seller by the Manufacturers and provided to Buyer by Seller with the Goods.
- 10. NOTICE.** Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to be duly given when received if sent by a recognized overnight carrier to each Party's address as stated on this Order, when delivered by hand, or when transmitted by facsimile transmission if the transmittal report document indicates that the facsimile was sent successfully.
- 11. REMEDIES.** Remedies set forth are exclusive. Neither Party shall be liable for consequential, punitive or exemplary damages, or loss profits or revenue.
- 12. DISPUTE RESOLUTION AND GOVERNING LAW.** The terms of this Order shall be governed by the laws of the State of Connecticut, to the exclusion of its choice of law rules. Seller and Buyer submit to the non-exclusive jurisdiction of any state or federal court located in the State of Connecticut. To the extent permitted by applicable law, any and all actions brought by Buyer against Seller pursuant to the terms of this Agreement shall be commenced within one (1) year of written notice by Buyer to Seller of the dispute(s) that is/are the subject of the action, said written notice to be provided by Buyer to Seller within one hundred eighty (180) days of the shipment date specified herein. THE PARTIES HEREBY WAIVE ANY RIGHTS TO A JURY TRIAL.
- 13. SEVERABILITY.** in the event provision or clause of the Order conflicts with governing laws or if a court of competent jurisdiction holds invalid provision or clause of this Agreement, such provision or clause shall be deemed to be modified to reflect as nearly as possible the Parties' intent. The remainder of this Agreement shall remain in full force and effect so long as the terms of the remainder do not render the Agreement manifestly unjust to either Party.



turf products

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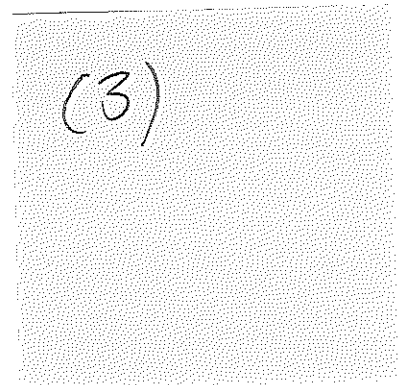
COMMERCIAL SALES AGREEMENT

14. SURVIVAL. The provisions of the Agreement, which by their very nature would continue beyond the termination, cancellation, or expiration of the Order shall continue as valid and enforceable rights and obligations of the Parties and survive termination, cancellation, or expiration of the Order.

15. FORCE MAJEURE. Neither Party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to causes beyond its control, including not limited to war, strikes or lockouts, embargo, national emergency, insurrection or riot, acts of the public enemy, acts of terrorism, fire, flood, other natural disaster, or any and all delays or failures by the Manufacturers or any of Seller's other vendors, provided that said Party has taken reasonable measures to notify the other in writing of the delay.

16. ENTIRE AGREEMENT. This Order and Quote hereto together constitutes the entire agreement between Buyer and Seller, and supersedes all, whether written or oral, communications, representations, negotiations, or agreements pertaining to the Goods. This Agreement may only be amended by a writing signed by both Parties. In the event that any terms of the Agreement conflict with those of any other document, this Agreement's terms shall control.

17. WAIVER. The waiver by Buyer or Seller of any notice requirement or any breach of any requirement or obligation under this Agreement shall not be deemed to be a waiver of any subsequent breach of the same requirement or obligation, or a waiver of any other requirement or obligation stated herein.





DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 12/28/2022

DEPARTMENT: Rec and Parks

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

<input type="checkbox"/>	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
<input type="checkbox"/>	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
<input type="checkbox"/>	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
<input checked="" type="checkbox"/>	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
<input type="checkbox"/>	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
<input type="checkbox"/>	Other, please explain:

TOTAL COST: \$167,069.67 MUNIS Account: DEEP Grant

VENDOR: TPC-Turf Products

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
	Supports	
Purchasing Agent Name	Does Not Support	Department Head Name
Date	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Robert Stowers
		Date <u>12/28/2022</u>

JUSTIFICATION:

The Norwalk Parks Department is looking to purchase a Toro 5910 Groundsmaster Mower off the Toro Sourcewell contract: 031121-TTC. Turf Products is the Toro distributor in our area.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Empty box for emergency explanation.



turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 245-4355 • FAX: (860) 763-5550

QUOTE

Prepared For: Ken Hughes
CITY OF NORWALK PARK & REC
ATTN: PATTY;125 EAST AVENUE NORWALK,
Connecticut 6851 United States

Ship To: City of Norwalk Park and Rec
Quote Number: GM-5910 HDX Workman
Quoted Date: Q122507
Prepared By: **12/28/2022**
Mark Osborn
mosborn@turfproductscorp.com

Qty	Model #	Description	MSRP	% Disc	Award	Extended
1	31699	Groundsmaster 5910 (T4)	\$190,435.00	22 %	\$148,539.30	\$148,539.30
1	31671	Turn Signal Kit (MY21 & Newer)	\$195.00	22 %	\$152.10	\$152.10

Toro Total:	\$148,691.40
Budgetary Line	\$8,921.49
Increases :	
Set Up 3%:	\$4,728.39
Freight 3%:	\$4,728.39
Trade Ins:	(\$0.00)
State Sales Tax:	\$0.00
Total Price:	\$167,069.67

Toro Sourcewell Contract #031121-TTC

While it is our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of Turf Products and our vendors. Order lead time is 12 to 16 months.

Final pricing will be determined 60 days prior to delivery.



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Main Office: (800) 245-4355 • FAX: (860) 763-5550

COMMERCIAL SALES AGREEMENT

Contact Name: Ken Hughes Quote Number: Q122507
 Account Name: City of Norwalk Quoted Date: 12-28-2022
 Billing Address: 125 East Ave Norwalk, Ct 06851 Prepared By: Mark Osborn

Phone number: 203-505-5681
 Account Number: _____ Salesman Number: 206

Shipping address: _____ Buyer's PO No: _____
 _____ Agreement Signing Date: _____
 _____ Requested Delivery Date: _____

Financing / Leasing Terms: PO to be provided
 Setup Instructions: Regular set up

Per Quote #Q122507		
1- 31699 Toro Groundmaster GM-5910	Contract Price	\$167,069.67

While it is our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of Turf Products and our vendors.
 Final pricing will be determined 60 days prior to delivery.

BY SIGNING BELOW, THE BUYER AGREES TO PURCHASE THE PRODUCTS AS DESCRIBED IN THE ACCOMPANYING QUOTES AND ACKNOWLEDGES HAVING RECEIVED AND READ A COPY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HEREBY AGREES TO BE BOUND BY THOSE TERMS AND CONDITIONS.

Buyer's Signature _____ Salesperson's Signature: Mark Osborn
Duly Authorized *Duly Authorized*

Buyer's Printed Name _____ Salesperson's Printed Name Mark Osborn
Duly Authorized *Duly Authorized*



turf products

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COMMERCIAL SALES AGREEMENT

TERMS AND CONDITIONS

- 1. ACCEPTANCE OF ORDER.** TURF PRODUCTS, LLC ("Seller") shall accept this sales agreement (the "Order") for certain goods described in name and quantity on Quote attached hereto (the "Goods"). Each of Seller and Buyer may be referred to herein as a "Party" and collectively as the "Parties". By Buyer and Seller's written acceptance of this Order, Buyer and Seller agrees to all the terms and conditions of this Order.
- 2. PRICING.** Prices, terms, and conditions are subject to change by Seller without notice. Seller reserves the right to add applicable taxes to the pricing.
- 3. CHANGES AND CANCELLATIONS.** Changes proposed by Buyer with respect to this Agreement shall be made by submittal by Buyer to Seller of a written request at least fifteen (15) days prior to shipment of Goods pursuant to this Agreement, approval shall be solely at Seller's discretion. In the event that Seller approves any change(s) proposed by Buyer with respect to this Agreement, Seller shall provide a new estimated delivery within a reasonable time. The terms and conditions of this Agreement shall remain in effect in their entirety in the event that Seller fails to approve any changes proposed by Buyer.
- 4. DELIVERY.** Goods shall be sold F.O.B. Delivery Destination as set forth above on the Delivery Date. Seller shall pack all Goods in accordance with customs and practices prevailing in the industry. Risk of loss shall pass to Buyer upon delivery of the Goods at the Delivery Destination if accepted and signed for by the Buyer. Seller shall not be liable for any losses to Buyer arising from any delivery of the Order that is nonconforming or rejected, unless said nonconformance or rejection is a result of Seller's gross negligence or fault. Notification of any such nonconformance or rejection must be provided to Seller within three (3) business days of Buyer's receipt of the Order. Seller shall retain a right to cure within ten (10) business days of receipt of Seller's notice of nonconformance or rejection of the Order or any part thereof without being deemed in breach of the Order or any part or provision thereof. Seller shall, in the event of a delay or threat of delay due to any cause, promptly notify Buyer in writing of the delay. Seller shall not be liable for any damages resulting from failure to make delivery or performance within the time called for by this Order or by any written instructions of the Buyer.
- 5. RETURNED GOODS AND ERRORS.** Goods may not be returned without a Returned Goods Authorization issued by the Seller and any returned Goods are subject to restocking charge. Certain Goods may not be returned including Goods which are found to be defective and or not conforming with the terms of this Agreement. All returns must be in new and clean condition. Goods delivered more than ninety (90) days prior to their attempted return will not be accepted by Seller unless Buyer has obtained prior written approval from the Seller. If permission to return the Goods (or any portion thereof) is granted, any amount of Seller's merchandise credit given to Buyer will be based on the circumstances involved and determined solely at the Seller's discretion. Buyer is responsible for any delivery or shipping charges incurred to return Goods to Seller. Seller shall cure any errors in the shipment of the Goods that are not in conformance with this Agreement and those goods that are defective and under warranty. All claims for shortages in this Agreement must be made within ten (10) calendar days from the shipment date.
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- 7. SECURITY INTEREST.** To secure the payment and performance of each and every debt, liability of every type and description which the Buyer may now or hereafter owe to the Seller (each an "Obligation"), Buyer grants to Seller a security interest in the Goods, and all other goods (as defined in Article 9 of the Uniform Commercial Code, as adopted by the State of Connecticut (the "UCC")) from time-to-time sold by Seller to Buyer, and all products and proceeds of the foregoing property, including, without limitation, all accounts, insurance proceeds and all other rights to payment (the "Collateral"). Buyer authorizes the Seller to prepare and file financing statements covering all or any portion of the above collateral with any filing office selected by Seller. Upon any default of Buyer in respect of Obligation, Seller shall have all rights of a secured creditor under the UCC and under any other applicable law.
- 8. TERMINATION.** This Agreement may not be terminated unless agreed to in writing by Seller and Buyer.
- 9. REPRESENTATIONS AND WARRANTIES.** SELLER PROVIDES THE GOODS, INCLUDING BUT NOT LIMITED TO ANY SPARE PART(S), MANUAL(S) AND/OR INSTRUCTIONAL MATERIAL(S) PURSUANT TO THIS ORDER "AS IS." ANY WARRANTY OR WARRANTIES PROVIDED BY THE MANUFACTURER(S) OF THE GOODS (collectively, the "Manufacturers") IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Seller shall bear no responsibility for contents or errors in any manuals, instructions or other information supplied to the Seller by the Manufacturers and provided to Buyer by Seller with the Goods.
- 10. NOTICE.** Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to be duly given when received if sent by a recognized overnight carrier to each Party's address as stated on this Order, when delivered by hand, or when transmitted by facsimile transmission if the transmittal report document indicates that the facsimile was sent successfully.
- 11. REMEDIES.** Remedies set forth are exclusive. Neither Party shall be liable for consequential, punitive or exemplary damages, or loss profits or revenue.
- 12. DISPUTE RESOLUTION AND GOVERNING LAW.** The terms of this Order shall be governed by the laws of the State of Connecticut, to the exclusion of its choice of law rules. Seller and Buyer submit to the non-exclusive jurisdiction of any state or federal court located in the State of Connecticut. To the extent permitted by applicable law, any and all actions brought by Buyer against Seller pursuant to the terms of this Agreement shall be commenced within one (1) year of written notice by Buyer to Seller of the dispute(s) that is/are the subject of the action, said written notice to be provided by Buyer to Seller within one hundred eighty (180) days of the shipment date specified herein. THE PARTIES HEREBY WAIVE ANY RIGHTS TO A JURY TRIAL.
- 13. SEVERABILITY.** In the event provision or clause of the Order conflicts with governing laws or if a court of competent jurisdiction holds invalid provision or clause of this Agreement, such provision or clause shall be deemed to be modified to reflect as nearly as possible the Parties' intent. The remainder of this Agreement shall remain in full force and effect so long as the terms of the remainder do not render the Agreement manifestly unjust to either Party.



turf products

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COMMERCIAL SALES AGREEMENT

14. SURVIVAL. The provisions of the Agreement, which by their very nature would continue beyond the termination, cancellation, or expiration of the Order shall continue as valid and enforceable rights and obligations of the Parties and survive termination, cancellation, or expiration of the Order.

15. FORCE MAJEURE. Neither Party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to causes beyond its control, including not limited to war, strikes or lockouts, embargo, national emergency, insurrection or riot, acts of the public enemy, acts of terrorism, fire, flood, other natural disaster, or any and all delays or failures by the Manufacturers or any of Seller's other vendors, provided that said Party has taken reasonable measures to notify the other in writing of the delay.

16. ENTIRE AGREEMENT. This Order and Quote hereto together constitutes the entire agreement between Buyer and Seller, and supersedes all, whether written or oral, communications, representations, negotiations, or agreements pertaining to the Goods. This Agreement may only be amended by a writing signed by both Parties. In the event that any terms of the Agreement conflict with those of any other document, this Agreement's terms shall control.

17. WAIVER. The waiver by Buyer or Seller of any notice requirement or any breach of any requirement or obligation under this Agreement shall not be deemed to be a waiver of any subsequent breach of the same requirement or obligation, or a waiver of any other requirement or obligation stated herein.



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 1/4/2023

DEPARTMENT: Rec and Parks

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

<input type="checkbox"/>	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
<input type="checkbox"/>	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
<input type="checkbox"/>	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
<input checked="" type="checkbox"/>	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
<input type="checkbox"/>	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
<input type="checkbox"/>	Other, please explain:

TOTAL COST: \$822,600 MUNIS Account: 09236030 C0820, 134010 5796 ARP01

VENDOR: FieldTurf USA, Inc.

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
	Supports	
Purchasing Agent Name	Does Not Support	Department Head Name
	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Robert Stowers
Date		Date 1/4/2023

JUSTIFICATION:

Field Turf USA Inc is part of the Sourcewell Contract #060518-FTU for the replacement of the track at Brien McMahon High School.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

PROJECT PROPOSAL



BRIEN MCMAHON HIGH SCHOOL TRACK IMPROVEMENTS

Dec. 12, 2022

Prepared For: Ken Hughes - Superintendent of Parks and Public Property

Prepared By: Andrew Dyjak – Regional Vice President, New England

Chris Hulk, PE – Director of Design and Construction, New England

Address: Norwalk High School Track – 300 Highland Avenue, Norwalk, CT 06854

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Sourcewell contract (formerly NJPA). Sourcewell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcewell Contract # 060518-FTU.

This project proposal is based upon existing site conditions, review meetings of the site with the Town / School with assumed Spring/Summer 23' construction. Below is a detailed breakdown of cost of each site item and the associated work included in the budget, list of exclusions and assumptions.

The existing track surfacing will be fully removed and replaced with new BSS-100 track surfacing with existing asphalt to remain. It is assumed that no major cracking is present in the existing asphalt. If it is discovered that milling and paving of the top 2" of pavement is needed, a Bid Alternate has been included for that work.

The project is anticipated to be constructed in approximately a 2 month timeframe pending site availability. It is assumed that an adequate staging area will be available in the proximity of the site.

➤ Remove and Replace Existing Track Surfacing

- Remove and dispose of existing synthetic track
- Pressure wash existing track pavement to remove dirt, milder and other contaminants
- Install plastic covered protection of existing site features such as field and fencing
- Furnish and install new 13mm Benyon BSS 100, Color: RED in all areas of existing track surfacing
- Install new line track striping to match existing with updated rule changes

Base Bid: \$386,500

PROJECT PROPOSAL



ALTERNATES 'A':

- | | |
|--|------------------|
| ➤ Mill and Pave Existing Track | \$390,000 |
| ○ Mill to 2" of pavement and remove from site | |
| ○ Apply tack coat to existing base pavement layer | |
| ○ Furnish and install 2" Class 1 bituminous concrete pavement | |
| ➤ Colored Exchange Zones | \$18,500 |
| ○ Furnish and install gray exchange zones in 3 exchange zones | |
| ➤ Replace Trench Drain Covers | \$27,600 |
| ○ Replace existing trench drain covers with new plastic grates | |

PRICE DOES NOT INCLUDE:

- a) The supply, replacement, installation and/or modification of the field edging.
- b) Any costs associated with necessary changes relating to the delineation of the field.
- c) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers.
- d) 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.
- e) The design and implementation of a storm water pollution prevention plan.
- f) Site security.
- g) Any electrical work.
- h) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- i) Asphalt paving.
- j) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- k) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- l) Site restoration, sodding, landscaping or grow-in.
- m) Permit fees, Inspection fees.
- n) All applicable taxes, prevailing wages, union labor and other labor law levies.
- o) Anything not explicitly noted in the inclusions.

PROJECT PROPOSAL




The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

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

Andrew Dyjak
Regional Vice President of Sales – New England
(860) 333-7839
andrew.dyjak@FieldTurf.com

Christopher Hulk, PE
Director of Design and Construction
(203) 676-4445
Christopher.Hulk@Fieldturf.com

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

Per: 
Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.



FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701
If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



PROJECT PROPOSAL



CONDITIONS

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 of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- 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 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 punch list 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.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING

