

Notice of Working Meeting

The Board of Trustees Celina Independent School District

A Working Meeting of the Board of Trustees of Celina Independent School District will be held Monday, June 12, 2023, beginning at 5:00 PM in the Celina ISD Administration Office, 205 S Colorado Dr, Celina, TX 75009.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **CALL TO ORDER / ESTABLISH QUORUM**
 - 1.A. Pledge of Allegiance
 - 1.B. Invocation
2. **PUBLIC COMMENT**
 - 2.A. Comments from Visitors Who Wish to Address Board Members on Agenda or Non-Agenda Topics
3. **CONSIDER AND APPROVE ATHLETIC FIELD REPLACEMENT**

Presenter: Dr. Tom Maglisceau
4. **BUDGET WORKSHOP**
5. **DISCUSS POSSIBLE DAYS AND TIMES TO CONSULT WITH EDDIE COULSON - N2 LEARNING**
6. **CLOSED MEETING**
 - 6.A. Personnel - Pursuant to Texas Government Code Section 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.
 - 6.B. Real Property - Pursuant to Texas Government Code Section 551.072, deliberation regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person.
 - 6.B.1. Mustang Property
 - 6.B.2. Chalk Hill Apartments
 - 6.C. Safety and Security - Pursuant to Texas Government Code Section 551.089, deliberation regarding security devices or security audits. (1) Security assessments or deployments relating to information resources technology; (2) network security information as described by Section 2059.055 (b); or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.
 - 6.C.1. Security Debrief
 - 6.C.2. Attorney Consultation
 - 6.D. Duties, Roles, Responsibilities and Board Operating Procedures - Pursuant to Texas Government Code Section 551.071, a governmental body may not conduct a private consultation with its attorney except: (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
 - 6.D.1. Review of Board Duties, Roles, Responsibilities and Board Operating Procedures

7. **RECONVENE - Open meeting to vote on matters considered in closed session in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, to take action necessary regarding personnel.**
 8. **ACTION TAKEN ON ITEMS DISCUSSED IN CLOSED SESSION**
 9. **ADJOURNMENT**
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If, during the course of the meeting, discussion of any items on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the preside officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

This meeting was posted in accordance with the Texas Open Meetings Act on Thursday, June 8, 2023 at 3:57 PM.

For the Board of Trustees

COOP PRICING PROPOSAL



Celina ISD

May 18, 2023

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Buy Board Cooperative Purchasing contract. Buy Board 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 Buy Board Contract #641-21.



Click on the following BuyBoard [hyperlink](#) for due diligence documentation.

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Celina ISD HS Football Field Replacement	LUMP SUM
Fieldturf XTHD-57 on approx. 89,480 SF	
Price includes:	
<ul style="list-style-type: none"> a) Removal and disposal of current synthetic turf surfacing b) Installation of the artificial in-filled grass surface upon a suitable base. c) Inlaid football markings d) (12) Solid colored EZ Letters, "CELINA"x2 e) (1) Center field logo, up to 49', up to 2 colors f) (1) GMAX test at installation g) An (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface 	
<i>Subtotal</i>	\$ 327,951.00
<i>Performance & Payment Bonds</i>	\$ 3,807.00
Total	\$ 331,758.00

DEDUCT Alternate No. 1: Infill Reuse on XTHD-57	LUMP SUM
<p>Reuse existing infill Only applicable on XTHD-57(prestige) turf system</p> <p>*To be eligible for infill reuse, FieldTurf will follow the steps below to assure quality and performance are met. If the infill passes all our internal testing, the option of infill reuse is plausible.</p> <p>1. Collection: The first step is to collect some of the infill from the field. Our skilled collection team will remove infill from ~2 square feet using our infill extraction protocol.</p> <p>2. Diagnosis: The collected infill materials will be sent to our Innovation and Performance Center to be analyzed.</p> <p>The testing protocol includes key considerations for the following categories:</p> <p>Cleanliness</p> <ul style="list-style-type: none"> • Unwanted material <p>Shock Attenuation / Gmax</p> <ul style="list-style-type: none"> • % Fines • Infill Mix <p>Ability to re-install</p> <ul style="list-style-type: none"> • Moisture Level 	
Total	DEDUCT \$ 35,792.00

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ADD Alternate No. 2: Elite System Upgrade – FTHD-57	LUMP SUM
Provide & Install Elite FTHD-57 in lieu of Prestige XTHD-57 with the following infill recipe (all new material) 6.2lbs sand / 2.2lbs cryogenic rubber per sf Approx. 89,480 sf	\$ 62,977.00
Performance & Payment Bonds	\$ 732.00
Total	ADD \$ 63,709.00

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf XT-57 2.25" system, with the following product characteristics:

- ▶ **Pile Height:** 2.25 Inches
- ▶ **Infill Weight:** 3 lb. sand & 3 lb. ambient rubber per sq. ft.
- ▶ **Pile Weight:** 33 oz/yd²
- ▶ **Total System Weight:** 920 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE DOES NOT INCLUDE:

- a) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) FieldTurf is not altering or improving the existing drainage system under the existing artificial turf limits. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- c) The supply, replacement, installation and/or modification of the existing field edging, perimeter nailer board or existing inner concrete curbing within the artificial turf limits.
- d) The supply and import of additional finish aggregate.
- e) Any costs associated with necessary charges relating to the delineation of the field.
- f) Unless otherwise specified, the price does not include any G-max testing.
- g) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers.
- h) The supply of or adjustments to existing manholes, clean-outs or grates, and supply of the manhole covers.

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- i) 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.
- j) Site security.
- 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) A vehicle to tow FieldTurf maintenance equipment.
- o) Any maintenance equipment
- p) All applicable taxes, prevailing wages, union labor and other labor law levies.
- q) Anything not explicitly noted in the inclusions.

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. The parties recognize that the impacts of the COVID-19 pandemic are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

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

Brenda Armendariz

Project Manager

678-767-4937

Brenda.Armendariz@fieldturf.com

Bryan Cox

Regional Sales Manager

512-925-9788

Bcox@fieldturf.com

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

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per: 

Marie-Christine Raymond,
Vice President of Customer Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

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.



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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

