

**CMAS PURCHASE AGREEMENT UNDER CMAS CONTRACT PRICING AND PROVISIONS  
SAN MATEO-FOSTER CITY SCHOOL DISTRICT & IT MANAGEMENT CORPORATION**

This CMAS Purchase Agreement (“Agreement”) is entered into between the **San Mateo-Foster City School District** (“District”) and **American Sports Construction** (“Contractor”) as follows:

**RECITALS**

WHEREAS, the District wishes to purchase Environmental Sensors for multiple school sites from Contractor in a cost-effective manner and wishes to avail itself of the benefits and protections of the California Multiple Award Schedule (“CMAS”) program;

WHEREAS, Contractor wishes to contract to provide the District with Environmental Sensors for multiple school sites that it needs and is willing to provide same pursuant to CMAS program requirements;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties have agreed and do agree as follows:

**TERMS AND CONDITIONS**

1. This Agreement fully incorporates by this reference the following documents:
  - 1.1. CMAS Contract Number 4-21-00-0133B (“CMAS Contract”), including the following documents, attached hereto as **Exhibit “A”**:
    - 1.1.1. The terms and conditions of CMAS Contract, expires January 30th, 2023 (26 pages);
2. **CMAS Terms.** To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the “**Delivery**” and “**Payments**” provisions in this Agreement which shall control over all other contradictory delivery or payment provisions.
3. **Parties’ Terms.** For the purposes of this Agreement, all references to the “State of California,” “State,” and/or “Local Agency” in the CMAS Contract shall be interpreted to apply to the District and all duties and obligations with respect to the “State of California,” “State,” and/or “Local Agency” under the CMAS Contract shall apply to the District under this Agreement.
4. **Products.** Contractor shall provide the District with the following items (“Product(s)”) at multiple school sites pursuant to this Agreement. The total cost for each piece of the Product(s) shall be as indicated in this table:

<b>Product Numbers</b>	<b>Quantity</b>	<b>Description or Products</b>	<b>Total Cost</b>
MS-50	119,320 sq ft	Deso Turf Bayside	\$899,569.62
MS-50	63,891 sq ft	Deso Turf Audubon	\$500,255.95
MS-50	30,906 sq ft	Deso Turf Brewer Island	\$269,380.12
MS-50	22,651 sq ft	Deso Turf Fiesta Gardens	\$196,151.90
MS-50	19,043 sq ft	Deso Turf George Hall	\$178,573.16
		<b>SUBTOTAL</b>	<b>\$2,043,930.75</b>
		Freight	\$0.00

		Tax	
		<b>FOB TOTAL COST</b>	<b>\$2,043,930.75</b>

5. **Product Pricing.** Contractor hereby acknowledges and certifies that the prices indicated herein are the prices as accepted by the California Department of General Services (“DGS”) for the identical items under the CMAS Contract or are “Not Specifically Priced” items as that term is defined by the DGS.
6. **Locations.** Contractor is to provide the Products at multiple school sites, and each school site (“Site(s)”) is designated in **Exhibit C**.
7. **Delivery and Installation:** Contractor shall deliver and install the Products to the corresponding Sites on the corresponding delivery dates identified in **Exhibit C**.

**7.1. Unexcused Delay(s) – Liquidated Damages**

**7.1.1.** Unexcused Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in the “Excusable and Compensable Delay(s)” or the “Excusable and Non-Compensable Delay(s)” sections above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcused Delays.

**7.1.2.** Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall forfeit and pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in Completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

**7.2.** Contractor shall not forfeit or pay liquidated damages for an Excusable Delay or an Excusable and Compensable Delay

8. **Payments:** The District shall make payment(s) to Contractor for the Product(s) corresponding to a Site within thirty (30) days after delivery of the Product(s) to that Site.
9. **Prevailing Wages for Incidental Services Associated with Installation of the Products.** For all portions of the Work that require the payment of prevailing wages, the Contractor and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** The Contractor and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District/COE immediately upon request.
10. **Site Examination.** Contractor has examined the multiple school Sites where the Products are to be installed and certifies that it accepts all measurements, specifications and conditions affecting Product installation to be

performed at each Site. Contractor warrants that it has made all Site examination(s) and that it deems necessary as to the condition of each Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

11. **Equipment and Labor.** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Product installation herein described. The Product installation to be performed at such times and places as directed by and subject to the approval of the authorized District representative.
12. **Subcontractors.** Any subcontractor engaged by Contractor for any service under this Agreement, including installation, must be approved by the District. Contractor agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Agreement, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.
13. **Termination.** If Contractor fails to perform the its obligations under this Agreement to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to Contractor. District shall also have the right in its sole discretion to terminate the Agreement for its own convenience.
14. **Force Majeure Clause.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of Contractor.
15. **Indemnification/Hold Harmless Clause.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
16. The parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
17. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Contractor. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by all parties hereto.
18. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.

19. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the county in which the District's administrative offices are located.
20. In the event that any action is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and costs in addition to all other relief to which that party may be entitled.
21. The parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to achieve the purposes of this Agreement.
22. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all parties have been furnished and delivered to the attorneys for all parties to this Agreement. Signature of copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**San Mateo-Foster City School District**

**American Sports Construction**

Date:

Date:

By: Patrick Gaffney

By: \_\_\_\_\_

Title: Chief Business Official

Title: \_\_\_\_\_

**EXHIBIT "A"**

**CMAS CONTRACT NUMBER 4-21-00-0133B**



American Sports Construction

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## **Bayside Academy Synthetic Turf Area**

March 7, 2022

Proposal Prepared For:

All Bidders

**Proposal Prepared By:**

Nic Paschini, Estimator/Sales

Phone: 209-483-4642

E-mail: [npaschini@ascturf.com](mailto:npaschini@ascturf.com)

**Contracting Point of Contact:**

Joshua Sarratt, President

Phone: 209-914-9131

E-mail: [jsarratt@ascturf.com](mailto:jsarratt@ascturf.com)

**Submit Purchase Orders To:**

American Sports Construction, Inc.

1318 Dupont Ct.

Manteca, CA 95366

E-mail: [tsarratt@ascturf.com](mailto:tsarratt@ascturf.com)

**Contracting Information**

DUNS # : 10-467-9144

CA Contractor's License: 1052370  
(C61 & D12)

License Expiration Date: 11/30/2023

**CMAS Contract**

CMAS Contract Number: 4-21-00-0133B

CMAS Expiration Date: 1/30/2023

**CA Department of Industrial Relations (DIR)**

DIR Registration #: 1000847968

DIR Expiration Date: 6/30/2022



American Sports Construction

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## Statement of Work

### LOCATION AND DESCRIPTION

Bayside Academy | 2025 Kehoe Ave, San Mateo, CA 94403 – This proposal includes installation of Brock PowerBase YSR, FieldTurf Deso MS-50 Turf, silica sand infill, and BrockFill infill.

### SITE PREPARATION & INSTALLATION (Inclusions/Exclusions)

- Mobilization to job site
- Stringline final grade for approval
- Supply and 119,320 sq ft of Brock PowerBase YSR
- Supply and install 119,230 sq ft of MS-50 Deso Turf
- Supply and install 5 lbs per sq ft of silica sand infill
- Supply and install 1 lbs per sq ft of BrockFill infill
- Roll out turf, set, and seam panels per specifications
- Cut turf and secure perimeter to specifications
- Clean area and complete final inspection.
- Manufacturer's Warranty
- Prevailing Wages

#### Exclusions:

- Fencing
- Drainage
- Perimeter Concrete Curbing
- Permits and fees
- Bonds or bonding costs
- Taxes
- Maintenance package
- Grooming Equipment

**Total: \$899,569.62**



American Sports Construction

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## Audubon Elementary School Synthetic Turf Area

March 7, 2022

Proposal Prepared For:

All Bidders

**Proposal Prepared By:**

Nic Paschini, Estimator/Sales

Phone: 209-483-4642

E-mail: [npaschini@ascturf.com](mailto:npaschini@ascturf.com)

**Contracting Point of Contact:**

Joshua Sarratt, President

Phone: 209-914-9131

E-mail: [jsarratt@ascturf.com](mailto:jsarratt@ascturf.com)

**Submit Purchase Orders To:**

American Sports Construction, Inc.

1318 Dupont Ct.

Manteca, CA 95366

E-mail: [tsarratt@ascturf.com](mailto:tsarratt@ascturf.com)

**Contracting Information**

DUNS # : 10-467-9144

CA Contractor's License: 1052370

(C61 & D12)

License Expiration Date: 11/30/2023

**CMAS Contract**

CMAS Contract Number: 4-21-00-0133B

CMAS Expiration Date: 1/30/2023

**CA Department of Industrial Relations (DIR)**

DIR Registration #: 1000847968

DIR Expiration Date: 6/30/2022



American Sports Construction

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## Statement of Work

### LOCATION AND DESCRIPTION

Audubon Elementary School | 841 Gull Ave, Foster City, CA 94404 – This proposal includes installation of Brock PowerBase YSR, FieldTurf Deso MS-50 Turf, silica sand infill, and BrockFill infill.

### SITE PREPARATION & INSTALLATION (Inclusions/Exclusions)

- Mobilization to job site
- Stringline final grade for approval
- Supply and 63,891 sq ft of Brock PowerBase YSR
- Supply and install 63,891 sq ft of MS-50 Deso Turf
- Supply and install 5 lbs per sq ft of silica sand infill
- Supply and install 1 lbs per sq ft of BrockFill infill
- Roll out turf, set, and seam panels per specifications
- Cut turf and secure perimeter to specifications
- Clean area and complete final inspection.
- Manufacturer's Warranty
- Prevailing Wages

#### Exclusions:

- Fencing
- Drainage
- Perimeter Concrete Curbing
- Permits and fees
- Bonds or bonding costs
- Taxes
- Maintenance package
- Grooming Equipment

**Total: \$500,255.95**



American Sports Construction

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## Brewer Island Elementary School Synthetic Turf Area

March 7, 2022

Proposal Prepared For:

All Bidders

**Proposal Prepared By:**

Nic Paschini, Estimator/Sales

Phone: 209-483-4642

E-mail: [npaschini@ascturf.com](mailto:npaschini@ascturf.com)

**Contracting Point of Contact:**

Joshua Sarratt, President

Phone: 209-914-9131

E-mail: [jsarratt@ascturf.com](mailto:jsarratt@ascturf.com)

**Submit Purchase Orders To:**

American Sports Construction, Inc.

1318 Dupont Ct.

Manteca, CA 95366

E-mail: [tsarratt@ascturf.com](mailto:tsarratt@ascturf.com)

**Contracting Information**

DUNS # : 10-467-9144

CA Contractor's License: 1052370

(C61 & D12)

License Expiration Date: 11/30/2023

**CMAS Contract**

CMAS Contract Number: 4-21-00-0133B

CMAS Expiration Date: 1/30/2023

**CA Department of Industrial Relations (DIR)**

DIR Registration #: 1000847968

DIR Expiration Date: 6/30/2022



American Sports Construction

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## Statement of Work

### LOCATION AND DESCRIPTION

Brewer Island Elementary School | 1151 Polynesia Dr, Foster City, CA 94404 – This proposal includes installation of Brock PowerBase YSR, FieldTurf Deso MS-50 Turf, silica sand infill, and BrockFill infill.

### SITE PREPARATION & INSTALLATION (Inclusions/Exclusions)

- Mobilization to job site
- Stringline final grade for approval
- Supply and 30,906 sq ft of Brock PowerBase YSR
- Supply and install 30,906 sq ft of MS-50 Deso Turf
- Supply and install 5 lbs per sq ft of silica sand infill
- Supply and install 1 lbs per sq ft of BrockFill infill
- Roll out turf, set, and seam panels per specifications
- Cut turf and secure perimeter to specifications
- Clean area and complete final inspection.
- Manufacturer's Warranty
- Prevailing Wages

#### Exclusions:

- Fencing
- Drainage
- Perimeter Concrete Curbing
- Permits and fees
- Bonds or bonding costs
- Taxes
- Maintenance package
- Grooming Equipment

**Total: \$269,380.12**



American Sports Construction

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## Fiesta Garden Elementary School Synthetic Turf Area

March 7, 2022

Proposal Prepared For:

All Bidders

**Proposal Prepared By:**

Nic Paschini, Estimator/Sales

Phone: 209-483-4642

E-mail: [npaschini@ascturf.com](mailto:npaschini@ascturf.com)

**Contracting Point of Contact:**

Joshua Sarratt, President

Phone: 209-914-9131

E-mail: [jsarratt@ascturf.com](mailto:jsarratt@ascturf.com)

**Submit Purchase Orders To:**

American Sports Construction, Inc.

1318 Dupont Ct.

Manteca, CA 95366

E-mail: [tsarratt@ascturf.com](mailto:tsarratt@ascturf.com)

**Contracting Information**

DUNS # : 10-467-9144

CA Contractor's License: 1052370

(C61 & D12)

License Expiration Date: 11/30/2023

**CMAS Contract**

CMAS Contract Number: 4-21-00-0133B

CMAS Expiration Date: 1/30/2023

**CA Department of Industrial Relations (DIR)**

DIR Registration #: 1000847968

DIR Expiration Date: 6/30/2022



American Sports Construction

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## Statement of Work

### LOCATION AND DESCRIPTION

Fiesta Garden Elementary School | 1001 Bermuda Dr, San Mateo, CA 94403 – This proposal includes installation of Brock PowerBase YSR, FieldTurf Deso MS-50 Turf, silica sand infill, and BrockFill infill.

### SITE PREPARATION & INSTALLATION (Inclusions/Exclusions)

- Mobilization to job site
- Stringline final grade for approval
- Supply and 22,651 sq ft of Brock PowerBase YSR
- Supply and install 22,651 sq ft of MS-50 Deso Turf
- Supply and install 5 lbs per sq ft of silica sand infill
- Supply and install 1 lbs per sq ft of BrockFill infill
- Roll out turf, set, and seam panels per specifications
- Cut turf and secure perimeter to specifications
- Clean area and complete final inspection.
- Manufacturer's Warranty
- Prevailing Wages

#### Exclusions:

- Fencing
- Drainage
- Perimeter Concrete Curbing
- Permits and fees
- Bonds or bonding costs
- Taxes
- Maintenance package
- Grooming Equipment

**Total: \$196,151.90**



American Sports Construction

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## George Hall Elementary School Synthetic Turf Area

March 7, 2022

Proposal Prepared For:

All Bidders

**Proposal Prepared By:**

Nic Paschini, Estimator/Sales

Phone: 209-483-4642

E-mail: [npaschini@ascturf.com](mailto:npaschini@ascturf.com)

**Contracting Point of Contact:**

Joshua Sarratt, President

Phone: 209-914-9131

E-mail: [jsarratt@ascturf.com](mailto:jsarratt@ascturf.com)

**Submit Purchase Orders To:**

American Sports Construction, Inc.

1318 Dupont Ct.

Manteca, CA 95366

E-mail: [tsarratt@ascturf.com](mailto:tsarratt@ascturf.com)

**Contracting Information**

DUNS # : 10-467-9144

CA Contractor's License: 1052370

(C61 & D12)

License Expiration Date: 11/30/2023

**CMAS Contract**

CMAS Contract Number: 4-21-00-0133B

CMAS Expiration Date: 1/30/2023

**CA Department of Industrial Relations (DIR)**

DIR Registration #: 1000847968

DIR Expiration Date: 6/30/2022



American Sports Construction

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## Statement of Work

### LOCATION AND DESCRIPTION

George Hall Elementary School | 130 San Miguel Way, San Mateo, CA 94403 – This proposal includes installation of Brock PowerBase YSR, FieldTurf Deso MS-50 Turf, silica sand infill, and BrockFill infill.

### SITE PREPARATION & INSTALLATION (Inclusions/Exclusions)

- Mobilization to job site
- Stringline final grade for approval
- Supply and 19,043 sq ft of Brock PowerBase YSR
- Supply and install 19,043 sq ft of MS-50 Deso Turf
- Supply and install 5 lbs per sq ft of silica sand infill
- Supply and install 1 lbs per sq ft of BrockFill infill
- Roll out turf, set, and seam panels per specifications
- Cut turf and secure perimeter to specifications
- Clean area and complete final inspection.
- Manufacturer's Warranty
- Prevailing Wages

#### Exclusions:

- Fencing
- Drainage
- Perimeter Concrete Curbing
- Permits and fees
- Bonds or bonding costs
- Taxes
- Maintenance package
- Grooming Equipment

**Total: \$178,573.16**