

Livermore Area Recreation and Park District

Staff Report

TO: Chair Pierpont and Board of Directors

FROM: Mathew Fuzie, General Manager

PREPARED BY: Fred Haldeman, Parks and Facilities Manager

DATE: December 8, 2021

SUBJECT: Robertson Park Sports Fields Synthetic Turf Replacement Project

RECOMMENDATION: That the Board of Directors approve moving the Robertson Park Sports Fields Turf Replacement Project forward for fiscal year 2021-2022.

BACKGROUND:

On October 6th, 2012, the synthetic sports fields at Robertson Park were opened for use. These fields have been a great boon to the athletes of Livermore for over nine years, but they are showing their age. The turf fibers that were 2 ¼” tall when new, now average 1 ½” tall, due to breakage from heavy use. In addition to this, in April of 2021, GMAX testing was conducted on both synthetic fields. GMAX testing measures the shock attenuation performance of the field. In other words, GMAX measures how well the turf field absorbs impact. Both fields were tested at ten specific locations within the play area. Both fields failed to meet ASTM standard at multiple locations. In response to this, LARPD staff contracted with T. D. Sports Group to perform extensive turf maintenance to reduce the compaction of the turf in-fill, thereby making it less dense and more shock absorbent. The fields were retested and subsequently passed the standard for GMAX. This, however, was a stop gap measure. At nine years old the artificial turf has surpassed its useful life, the industry standard being 8-10 years. It is time to replace the turf layer of both fields.

NEXT STEPS:

In 2012, LARPD staff opted to purchase the turf directly from the manufacturer (Astroturf) through a CMAS (California Multiple Award Schedules) agreement. The products and services contracted through CMAS have been assessed to be fair, reasonable, and competitive by the State of California. There are several benefits to contracting through CMAS. The two most significant being up-front pricing and the ability to avoid the long, formal bid process. It is the intention of staff to use a CMAS approved contractor for the replacement turf this time as well. Two CMAS approved contractors have

been approached by LARPD staff and we have received two bids which are included with this report as attachments. A third proposal is in the works.

SCOPE OF WORK:

The scope of work for this project includes:

- The removal and disposal of the existing turf layer and in-fill. (70% crumb rubber and 30% sand)
- The installation of the new turf layer and in-fill.
- The installation of a shock absorbing pad layer, under the new turf layer.

This pad layer is a change from the original field construction. The 2012 fields do not have a layer of padding under the turf layer. The primary benefit of the pad layer is safety. The pad does not compact over time, so with regular maintenance, fields with a pad layer under the turf will likely never exceed the GMAX standard for impacts/falls. There are, of course, increased costs. Adding a pad will add between \$125,000 and \$175,000 to the cost of one field. On the positive side, because virtually all pads on the market have a 25-year warranty, the pads can be used for up to three turf replacements, reducing total turf replacement costs in the future.

FISCAL IMPACT:

Attachment A is a proposal from Shaw Sports Turf. Three options of turf and two options for pad offer a range from \$1,378,698 to \$1,542,464 for the replacement of both fields, including the installation of the pad layer. Attachment C from Sprinturf is comparable to the highest price turf from Shaw. When broken down per square foot, the pricing is \$6.41/square ft. vs. \$6.82/square ft.

ATTACHMENTS:

Attachment A – Cost Schedule, Shaw Sports Turf

Attachment B – Field Rendering, Shaw Sports Turf

Attachment C – Cost Schedule, Sprinturf

November 30, 2021

ATTACHMENT A

Proposal 1

Project: Robertson Park
Synthetic Turf Replacement – 2 Fields
Livermore, CA

Shaw Contract Flooring Services, Inc., dba Shaw Sports Turf is pleased to provide the following proposal for your upcoming project:

Product	Description	Area/SF	Price
Legion 2.25	Synthetic Turf Replacement	215,962 SF +/-	\$1,117,895
Legion NXT 2.25	Synthetic Turf Replacement	215,962 SF +/-	\$1,205,536
Spikezone Pro 2.25	Synthetic Turf Replacement	215,962 SF +/-	\$1,214,061
ADD Alternate i	Upgrade any 2.25 System to include NXTPlay Shock Pad	ADD:	\$328,403
ADD Alternate ii	Upgrade any 2.25 System to 2.0 System with NXTPlay Shock Pad	ADD:	\$260,803
ADD Alternate iii	Maintenance Plan: Basic Field Maintenance/Grooming 3x/year and Pro Plus Field Maintenance/Grooming 1x/year for 8 years	ADD:	\$142,925

Notes:All appropriate taxes will be charged unless proof of tax-exempt status/certificate is supplied to Shaw Sports Turf related to this project.

Shaw Sports Turf California, Inc.
Contractor's License Number: 1014087
California DIR # 1000038339
Tax- Use tax of 10.25% for materials & freight included with this quotation
CMAS Number: 04-18-00-0116B

Pricing based on, and in compliance with the Shaw Sports Turf Field Direct Purchasing Program. The Field Direct Purchasing Program is comprised of several national and local cooperative and group purchasing organization contract that provide predetermined and preferential pricing, leveraging volume buying power. Purchases under such contracts may be subject to additional terms and conditions. These purchasing programs and contracts have been bid publicly and competitively.

Scope of Work Inclusions

- Removal and proper, lawful disposal of existing synthetic turf system
- Visually inspect existing base and grade appropriately

ATTACHMENT A

- Supply and install our Shaw Sports Turf Synthetic Turf System generally in accordance with manufacturer product specifications, warranty and installation methods (including turf, sundries and infill materials)
- Price based on standard Shaw Sports Turf colors for each product (custom yarns not included)
- Supply and install tufted and inlaid game field markings (each field):
 - Lines/Markings – Football (1), Full Soccer (1), 9v9 Soccer (2), Lacrosse (1)
- Supply and install turf system infill materials: ambient processed SBR and silica sand by weight
- One (1) GMAX test performed upon completion of each field
- All usable remnants of new material generated by Shaw Sports Turf shall become property of owner.
- Quote based upon use of Shaw Sports Turf standard adhesive; other adhesives at additional cost
- Shaw Sports Turf Standard 8 (Eight) year manufacturer warranty for our turf products only.
- Maintenance instruction and training for best practices in field care and maintenance and review of the Shaw Sports Turf Maintenance manual.
- Prices based upon prevailing wage schedule in effect at time of proposal.
- Prices based upon 1 (one) mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply for each additional mobilization.

This Proposal and Shaw Sports Turf scope of work expressly excludes:

- Any bonds, bonding fees, or additional insurance policies
- Any Union Wages or Union Requirements
- Design services, engineering, construction drawings, storm water management, architectural/engineering inspections, geotechnical testing, site survey or independent testing
- Any contaminated soils, unsuitable soils, hazardous material removal and/or remediation including rock, disposal, analysis, testing
- Any base work including aggregate provision or installation, compaction, grading, testing for compaction or permeability of aggregate base not already included in the Scope of Work above
- Independent testing of synthetic turf not already included in the Scope of Work above.
- Any storm water measures including sediment/erosion control measures beyond scope.
- Any additional storm water detention or retention requirements that may be required by local or state jurisdiction is not included in our scope
- Installation of concrete pads or asphalt paving unless damaged during construction
- Any field markings, lettering or logos not mentioned above
- Civil Site Construction-Shaw Sports Turf shall not be responsible for the base, including site demolition, drainage systems, sub-grade work, grading, soil stabilization, rock excavation, stone base or concrete curbs and/or nailer boards, asphalt paving, track surface or track and field events.
- Locating, relocation, removal, supply, installation and/or repair of any existing or proposed utilities including removal or relocation of irrigation systems.
- Provision or refurbishment of sports equipment, score clocks, bases, home plates, pitching rubbers, foul poles, soccer nets, corner flags, netting, goal posts, fence, netting etc. (no labor or supplies of any kind)
- Maintenance of field or other turf treatments beyond what is expressly listed above.
- Any material storage fees or site security
- Any grooming/maintenance equipment
- Any Shock Pad, E layer or Drain Tile (unless option included in the above scope of work)
- Protection for asphalt, concrete, landscaping, tracks, etc. unless identified in above scope of work.
- Anything not specifically stated in our above scope of work

Conditions

- This bid proposal and its acceptance is subject to Force Majeure and delays beyond Shaw Sports Turf reasonable control. In the event of any such delay, the date of completion shall be extended to compensate for the delay.
- Shaw Sports Turf requires suitable staging area no more than 200 feet from the site.
- Proposal contingent upon executed contract approved by Shaw Sports Turf.
- Proposal amount is subject to the payment terms established upon credit review by Shaw Sports Turf Financial Services at project award or approval.

- Changes in the specifications and/or scope of work are subject to change orders and may require additional charges and/or fees added to the agreed contract price. Changes in the scope of work require appropriate change order submittal, approval and execution from the appropriate parties.
- Shaw Sports Turf shall not be bound by any liquidated damages or penalty clauses.
- Any existing infill material to be re-used in new Shaw Sports Turf system is subject to inspection and verification to ensure quantity, quality and performance requirements are met.
- Proposal amount is subject to the payment terms established upon credit review by Shaw Sports Turf Financial Services at project award or approval.
- Proposal and Contract Price(s) are subject to increase. Items that may affect increase(s) include but are not limited to: raw material costs, freight costs, manufacturing costs, labor cost, taxes, etc. Prices may increase up to 5% after 30 days of the proposal date.

This proposal expires 30 (thirty) days after proposal dated indicated above. Please contact me with any questions regarding this proposal.

Best regards,

Matt Cohen
Territory Manager
Shaw Sports Turf
Phone: 916.216.9883

ATTACHMENT A, Page 3





866.703.4004

185 South Industrial Blvd. Calhoun, GA 30701

www.shawsturf.com

Manufacturer's Limited Product Warranty

Shaw Contract Flooring Services, Inc. dba Shaw Sports Turf® endeavors to use the highest quality materials and the latest manufacturing techniques in the production of our Synthetic Turf products. Our products are manufactured within our product tolerances which permit Shaw Sports Turf® to offer a guarantee against defects in materials and workmanship with respect to Shaw Sports Turf® Synthetic Turf products for a period of eight (8) years from the date of Substantial Completion.

The term Synthetic Turf, as used herein, shall include only the synthetic turf fibers and backings supplied by Shaw Sports Turf®.

Synthetic Turf is a consumable product and is subject to normal wear and tear, which is not a manufacturing defect and is not covered by this warranty. In addition to the factors mentioned above, wear and tear depends on, without limitation, the construction of the Synthetic Turf, the intensity of use of the Synthetic Turf and climate. Shaw Sports Turf warrants that the Synthetic Turf Fiber will be considered to have maintained UV stability if the weight of the Fiber shall not have decreased by more than ten percent (10%) per year according to ASTM standards, nor exceed fifty percent (50%) during the warranty period as a result of normal and ordinary wear and tear with properly maintained infill levels as required. The Fiber shall be stable to excessive fading and will fade in a uniform manner with no significant color variation except as affected by changes resulting from pile distortion, normal matting, and high wear areas.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LIMITED WARRANTY, THIS LIMITED WARRANTY SHALL NOT COVER ANY DEFECTS, FAILURE IN OR DAMAGE TO THE SYNTHETIC TURF THAT IS:

- (a) due or attributable to intentional and unintentional abuse, misuse, negligence;
- (b) installed, repaired, altered or replaced by any person not authorized by Shaw Sports Turf.
- (c) damaged, directly or indirectly, including but not limited to, on account of, accident, vandalism, machinery, inappropriate footwear including track spiked shoes, metal spiked cleats, animals, misuse, fire, flood, war, chemical reactions, acts of God, static or dynamic loads exceeding Shaw Sports Turf® specifications, improper cleaning methods or improper maintenance and grooming;
- (d) exposed to light other than natural light or approved artificial light; or
- (e) damage caused by excessive heat sources, engine exhaust, field heaters or other secondary reflective light.
- (f) not maintained in accordance with Shaw Sports Turf® maintenance manual and recommendations, including the care and maintenance of the infill system and proper infill levels (if applicable). The purchaser shall keep a log of all maintenance performed on the Product and supply Shaw Sports Turf with a copy upon request.
- (g) caused by normal and ordinary wear & tear or concentrated high wear areas
- (h) attributable to the base and any and all resulting damage to the product arising therefrom due to, failure or improper design of the base, infiltration rates, depressions or settlement of the base, long term planarity and/or compaction of the base upon which the product is installed, improperly prepared subgrade or subgrade settlement.
- (i) caused by thermal expansion and contraction of the sub-base, pad, drain tile or changes in the water table.
- (j) results from use for any purpose other than those approved in writing by Shaw Sports Turf

THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No person or party is authorized to create any obligation or liability for Shaw Sports Turf® and only the limited warranty expressed herein shall apply.

Shaw Sports Turf's obligations under this limited warranty are restricted to the repair or, at Shaw Sports Turf's sole option, replacement of all, or the affected parts covered herein. Shaw Sports Turf's liability under this limited warranty is limited to the prorated replacement value (based on an 8 year period) of the item to be repaired or replaced. IN NO EVENT SHALL THE OBLIGATIONS OF SHAW SPORTS TURF® UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

The remedy of repair or replacement set forth herein shall be the sole and exclusive remedy of the Warranty Holder and Shaw Sports Turf® shall have no other obligations or liability in connection with any matter or thing, including without limitation, the condition or quality of the Synthetic Turf. WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT SHALL SHAW SPORTS TURF® BE LIABLE TO THE WARRANTY HOLDER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH THE USE OF THIS PRODUCT, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR DAMAGES RELATING TO PERSONAL INJURY, LOST TIME OR CONVENIENCE, LOSS OF USE OF THE PRODUCT, LOST PROFITS OR REVENUES, DOWNTIME COSTS, THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, THE COSTS OF TELEPHONE, TRAVEL OR LODGING, OR ANY OTHER DAMAGES.

Shaw Sports Turf® endeavors to handle all warranty claims promptly and professionally. The obligations of Shaw Sports Turf® under this Limited Warranty are conditional on Shaw Sports Turf® having been paid in full with respect to this project, including all change orders at the time of claim.

Notification of Claims

You, the Warranty Holder, will contact your Shaw Distributor or Shaw Sports Turf representative for claim service. Claims under this warranty must be submitted in writing and a detailed description of the issue, along with photographs showing the concern. The Shaw Sports Turf representative will file a claim via shawsturf.claims@shawinc.com and submit the information you provided. A company representative will thoroughly evaluate your claim. If you have any questions contact Shaw Financial Services, P O Box 2128, Dalton, GA 30720 or by phone, 1-800-257-7429.

It is agreed that all claims by the Warranty Holder made under the foregoing limited warranty shall be invalid unless made in writing to Shaw Sports Turf® within eight (8) years from the date of Substantial Completion and within (30) days of learning of the defect giving rise to its claim.

This Limited Warranty is not transferable.

Project Name: _____

Issued to: _____
As Warranty Holder

Installation Location: _____

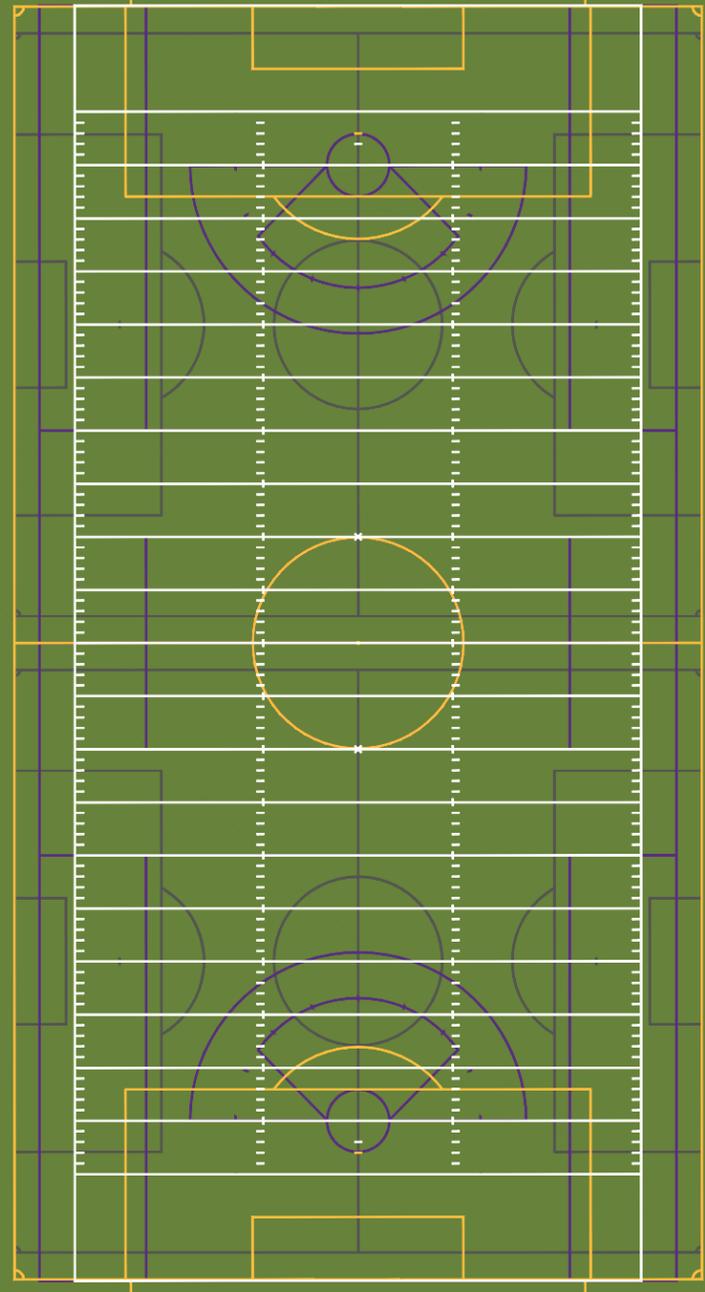
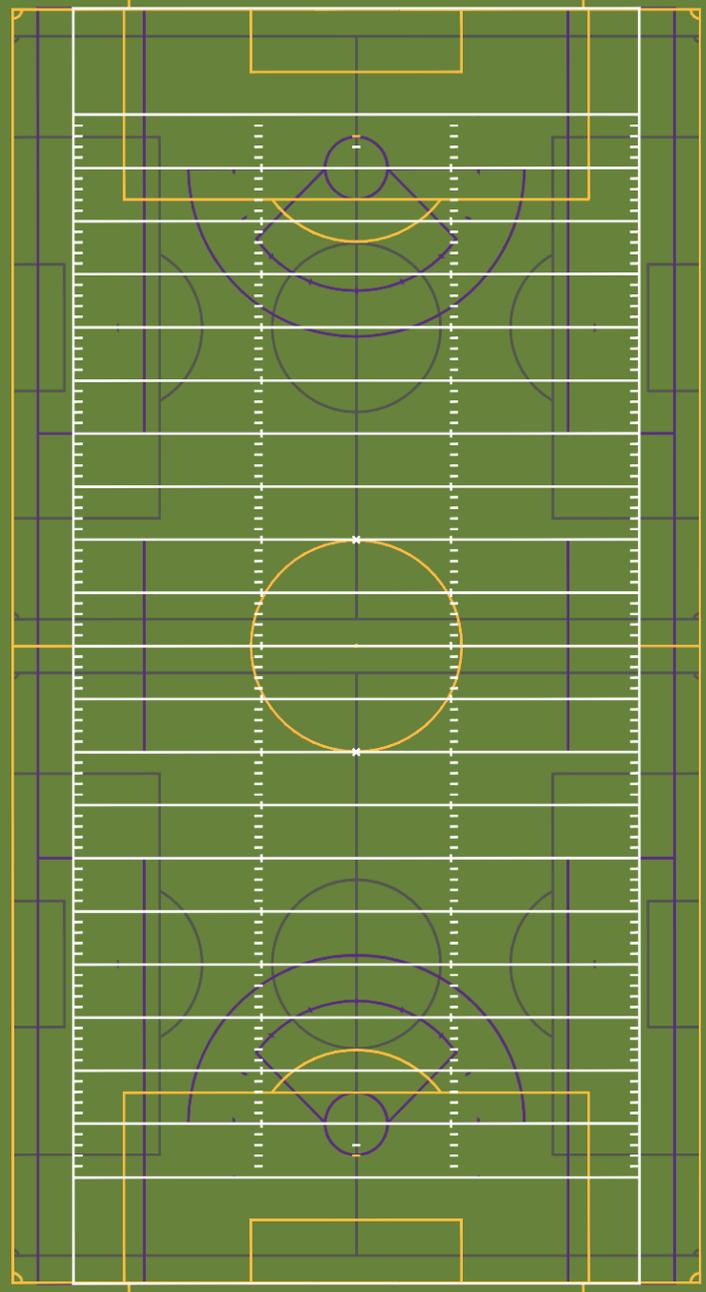
Date of Substantial Completion: _____

Expiry Date: _____

Signed: _____

led Map

Description for your map.



O:\Operations\2021 OPERATIONS\2021 Estimates\2021 BIDS\Robertson Park - MCTakeoff\211122-ROBERTSON PARK-TAKEOFF

e Earth

ISSUED FOR APPROVAL



PRODUCT: TBD
AREA: TBD
INFILL TYPE: RUBB/SAND
INFILL RATIO: TBD
INSTALLER: TBD

ROBERTSON PARK
 SYNTHETIC TURF REPLACEMENT
 LIVERMORE, CA
 RENDERING

JOB #: #####
DATE: 11/30/2021
DRAWN BY: Jason Ashcraft

T	SHEET
R	OF 15

COPYRIGHT © 2019 - SHAW SPORTS TURF (ALL RIGHTS RESERVED)



SPRINTURF®



CMAS PRICING PROPOSAL FOR:
ROBERTSON PARK
3200 Robertson Park Rd, Livermore, CA 94550

Date: 12/2/21
CA License: 589388
CMAS: GS:-03f051CA

Field Name	Multipurpose Fields
Square Footage	244,070 SF
Field Markings - Graphics	None
Field Markings - Sports	Football & Soccer
Turf System	Predator
Base Bid – Remove & Dispose of Existing Synthetic Turf & Infill System, Furnish & Install New Infilled Synthetic Turf System w/ Shock Pad	\$1,564,600.00

Sales/Use Tax is INCLUDED in the above pricing

****Payment & Performance Bonds can be provided for 1.5% of the total contract value per year****

Product Details

Sprinturf is pleased to offer:

Product Detail	Predator
Color	Field Green/Lime Green
Pile Height	2.0"
In-fill Type	SBR Ambient Crumb Rubber & Silica Sand
Face Weight	50 oz/yd ²
Backing/Urethane Weight	24 oz/yd ²

The Sprinturf Difference

In order to provide the highest quality product and service, one hundred percent of Sprinturf products are manufactured in house and in America creating American jobs and investments. Sprinturf installations are executed to a uniform, national quality standard and Sprintcare, our after-sales maintenance program is one of the best in the industry.

Pricing Includes:

Base Bid

- Furnish, install & remove protection for turf access;
- Remove & dispose of existing synthetic turf & infill system;
- Feather edges of existing stone base for new shock pad profile;





SPRINTURF®



- d) Furnish & install ProPlay 20D shock pad by Schmitz;
- e) Furnish & install the artificial in-filled grass surface provided by Sprinturf as specified;
- f) Furnish & install tufted/inlaid football (x3) & soccer (x6) game lines in standard color(s);
- g) Furnish & install ambient SBR crumb rubber & silica sand infill as specified;
- h) Furnish & assemble (1) TCA1400 groomer/sweeper combination field maintenance unit by SMG;
- i) Provide a (10) Year manufacturer's warranty;
- j) Provide (1) Gmax test at substantial completion.

Clarifications:

- a) Any alteration or deviation from the above scope of work and/or official bid documents involving extra costs is not included and will only be provided upon executed change orders;
- b) This proposal includes up to (2) design renderings/revisions (additional renderings/revisions will incur extra costs);
- c) This proposal does not include bonding, site security, engineered/stamped drawings, storm/waste water management services, architectural/engineering inspections, zoning/planning/design/permitting services, licensed surveying, geotechnical/environmental investigations, unforeseen conditions, unsuitable soils, soil stabilization or remediation, hazardous materials and/or waste, organics, solid rock/concrete, undercutting, utility relocation, fencing, electrical, seeding/sodding/watering/maintenance of disturbed areas or remediation of spoils area;
- d) Pricing assumes Sprinturf will be using standard construction equipment, standard working hours, given proper access to work area & proper staging space within 500' of work area;
- e) Pricing is based on Prevailing (Non-Union) Wage Rates and billing subject to Sprinturf's private payment terms;
- f) **Use of field(s) constitutes final acceptance of field(s);**
- g) Pricing based on a Sprinturf installation during March of 2022.

The price is valid for the period of 30 days. The price is subject to increase if affected by an increase in raw materials, freight, or levies. Please feel free to reach out to any member of our team with questions about our offer:

John Burke
Regional Vice President
916.275.1098
jburke@sprinturf.com

Marc Belluomini
National Sales Manager
559.260.2344
mbelluomini@sprinturf.com

John McSweeney
Vice President of Operations
843.654.9602
jmcsweeney@sprinturf.com

**ROBERTSON PARK, CA
SPRINTURF CMAS PRICING PROPOSAL DATED 12/2/21**

ACCEPTED BY:

**By:
Date:**





SPRINTURF®



Conditions

Notwithstanding any other document or agreement entered into by Sprinturf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

1. This bid proposal and its acceptance is subject to strikes, accidents, acts of god and *force majeure*;
2. Sprinturf requires a minimum of 15 days after receiving final approvals on shop drawings to manufacture and deliver turf;
3. This proposal is based on a single mobilization. If additional mobilizations are necessary, additional charges will apply;
4. Final Payment shall be upon the substantial completion of Sprinturf obligations. Sprinturf is entitled to cost recovery associated with collecting delinquent receivables;
5. Any increased costs incurred shall be taken on by the owner
6. Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 2% per month;
7. Sprinturf shall be accountable for its negligence but shall not be bound by any penalty clauses.

