

September 20, 2022
Operations Services

TITLE: APPROVE AGREEMENT WITH VALLEY PRECISION GRADING, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$169,430 TO SUPPLY AND INSTALL INFILL MATERIAL AT THE BERNAL COMMUNITY PARK ALL-WEATHER TURF SPORTS FIELDS

SUMMARY

In April 2015 Council approved the plans and specifications for the Bernal Community Park Phase II project. The scope of work included the installation of three all-weather turf sports fields, which went into service in October 2016. The all-weather turf is comprised of a base system, turf material and an infill material. Recently users have complained of slippery conditions on the fields resulting in poor traction for sports. Independent analysis carried out by a sports testing company determined that substantial replenishment of the infill to maintain playability is required on all three fields to improve traction due to heavy use. Valley Precision Grading, Inc. is uniquely qualified to supply and install the infill as the original installer of the fields and the company that carries out the biannual maintenance of the fields as part of the original purchase and installation agreement.

RECOMMENDATION

Approve and authorize the City Manager to execute an agreement with Valley Precision Grading, Inc. to supply and install infill material for the Bernal Community Park all-weather turf sports fields for a not-to exceed amount of \$169,430, which includes a 15 percent contingency.

FINANCIAL STATEMENT

Funding for this project is available in the Parks Repair and Replacement Fund. The total cost of the materials and installation is for a not-to-exceed amount of \$169,430, which includes a 15 percent contingency for unforeseen circumstances and related extra services as determined to be necessary by the City.

BACKGROUND

On April 7, 2015, Council approved the plans and specifications for the Bernal Community Park Phase II project. The scope of work included the installation of three lighted all-weather turf sports fields, which went into service in October 2016. All-weather turf sports fields are referred to as AstroTurf, synthetic grass, synthetic turf and turf. The purchase and installation of the all-weather turf was awarded to Valley Precision Grading, Inc. in the amount of \$2,090,778, which included biannual maintenance of the fields consisting of deep sweeping, cleaning and minor seam repairs. The manufacturer of the all-weather turf is AstroTurf which provides an eight-year warranty on the fields; however, improper maintenance methods, lack of maintenance and abuse can void the warranty.

All-weather turf fields consist of base system, including base rock and a shock pad, the turf material and an infill material that is spread out on top of the turf. The infill material keeps the artificial grass blades upright, which creates a natural looking surface and provides traction for users. The infill material in many all-weather turf systems is comprised of a combination of silica sand and recycled crumb rubber. At the time the infill material was specified, there were concerns regarding the long-term health impacts of crumb rubber stemming from non-scientific reports linking crumb rubber exposure through inhalation, skin contact and ingestion to cancer. Due to these concerns presented at the April 7, 2015, Council meeting, the product Zeofill was selected as the infill for this project. Zeofill is derived from zeolites, which are naturally occurring minerals found in specific types of sedimentary rock.

In 2019, sports leagues using the all-weather turf fields began complaining about slippery conditions on the three fields resulting in poor traction for sports. To help improve traction, additional Zeofill was added to the fields in May 2020 by Valley Precision Grading, Inc. This temporarily resolved the issue. In summer 2021, user groups, primarily football, again complained of slippery conditions. In March 2022, the City utilized an independent sports testing company to assess the condition of the fields. While the fields are in overall good condition, the testing company determined that substantial replenishment of the infill to maintain playability is required on all three fields to improve traction due to heavy use.

DISCUSSION

The all-weather turf fields at Bernal Community Park are heavily utilized by the co-sponsored sport leagues and the public. The need to replenish the infill is a direct result of heavy field use. All-weather turf fields maintenance requirements vary by the amount of use and routine maintenance practices. According to the manufacturer AstroTurf, infill top-off programs are typical and needed for fields that are highly used and have had multiple years of use, particularly for fields that utilize alternative infill products such as Zeofill. Not performing maintenance, which includes additional infill top-offs as needed, may jeopardize the warranty. Proper maintenance will extend the useful life of the fields and delay costly turf material replacement. The Parks Division has a robust maintenance program for the fields consisting of routine weekly sweeping and monthly

grooming along with the biannual maintenance of the fields by Valley Precision Grading, Inc.

Valley Precision Grading, Inc. is uniquely qualified to supply and install the infill as the original installer of the fields and the company that carries out the biannual maintenance of the fields as part of the original purchase and installation agreement. Having Valley Precision Grading, Inc. carry out the infill top-off project protects the warranty on the fields by showing a consistent track record of maintenance by a competent vendor. The addition of infill material will improve the playability of the fields and reduce slipping by users. Zeofill, the original material specified in 2015, will be utilized. The scope of work to be performed by Valley Precision Grading, Inc. is detailed in the Contract for Contractor Goods/Services (Attachment 1). Work under this contract would begin in December 2022 or sooner if field use and contractor schedules allow.

Submitted by:



Tamara Baptista
Interim Director of Operations
and Water Utilities

Fiscal Review:



Susan Hsieh
Finance Director

Approved by:



Gerry Beaudin
City Manager

Attachments:

1. Contract for Contractor Goods/Services

MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS MAINTENANCE AND TRADE SERVICES AGREEMENT ("Agreement") is made and entered into this _____ of September 2022 between **Valley Precision Grading, Inc.** ("Contractor"), whose address is 3330 Luyung Drive, Rancho Cardova, CA 95742, and telephone number is 916.638.8800 and the **CITY OF PLEASANTON**, a municipal corporation ("City").

RECITALS

- A. Contractor is qualified and experienced in providing the work or services of supplying and installing infill material as set forth in Exhibit A at the identified City location.
- B. Contractor has experience with the City's All-Weather Turf Sports Field.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Terms.** The term of this Agreement commences on the date written above and Contractor will completed Work by February 01, 2023, unless the Term is extended by the City.
2. **Work to be Performed.**
 - a. Contractor shall Supply Infill, evenly distribute infill amongst the three All-Weather Turf Sports fields, and broom and level infill, as further described in Exhibit A at the Bernal Community Park, Three (3) All-Weather Turf Sports Fields, located at 7001 Pleasanton Ave, Pleasanton CA 94566.
 - b. Contract Change Orders must be approved in advance in writing by the Director of Operations and Water Utilities, or designee.
3. **Compensation.** City shall pay Contractor for work performed at the prices set out in the Contractor's Price Quote to the City as set forth in Exhibit A attached and incorporated herein. Compensation for work shall not exceed \$169,430 which includes a fifteen (15) percent contingency for unforeseen circumstances and related extra work as determined necessary by the City per the Contractor's proposal of \$147,331. Payment of such contingency funds is not guaranteed to Contractor unless the City requests such extra work.
4. **Indemnification.** Contractor shall hold harmless, defend, and indemnify the City, its officers, agents and employees ("Indemnitees"), against any and all claims, costs, demands, causes of action, suits, losses, expenses, attorney's fees, or liability, arising from or in any manner related to Contractor's (includes Contractor's employees, agents, or subcontractors) negligent act or omission, whether alleged or actual, regarding the work or services performed or caused to be performed pursuant to this Agreement and any amendments thereto. Contractor shall not, however, be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used, constitutes an infringement of any patent issued by the United States. This indemnification provision shall survive termination or cancellation of the Agreement.
5. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:
 - a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City,

its officers, employees and agents are named additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall further state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. Automobile Liability Insurance. Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Contractor's employees shall be in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

For work or services deemed public works, by signing this Agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

d. Certificate of Insurance. Contractor shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2, which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

e. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

g. Defense Costs. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusions.

6. **Independent Contractor.** The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors, and personnel of subcontractors, are not and shall not be employees of the City.
7. **Contractor's Warranty.** Contractor shall bear the risk of loss or damage to any goods associated with the services until delivered to and accepted by City. Contractor further warrants that all work done, and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within the 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
8. **Notices.** All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business

day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

To Contractor: _____

To City: City Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

9. **Labor Code/Prevailing Wages.** The work performed under this Agreement is a “public work” and prevailing wage laws shall apply. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed at the City Clerk’s office and available for inspection. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages.

To the extent applicable, Contractor shall comply will all requirements of the California Labor Code, including but not limited to, Labor Code Sections: 1773.2 and 8 Calif. Code Reg. section 16451 (d) (regarding posting wage determinations at each job site); section 1776 (regarding the certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day’s work as 8 hours of labor); and section 1775 (regarding penalties for violations). The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

Contractors and Subcontractors are subject to a registration and annual renewal fee to the Department of Industrial Relations (DIR).

10. **Miscellaneous Provisions.**

- a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of work or services already completed by Contractor as approved by City.
- b. Contractor acknowledges that time is of the essence regarding the performance of this Agreement.
- c. Contractor shall not assign or transfer this Agreement.
- d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
- e. This Agreement constitutes the entire understanding of the parties.
- f. This Agreement may only be modified by a writing signed by the authorized representative of both parties.
- g. Contractor covenants that it has obtained and will keep in effect during the term of the Agreement all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.
- h. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

i. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for (3) three years from the date of final payment under this Agreement.

j. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Alameda County, California.

k. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON

CONTRACTOR

Gerry Beaudin, City Manager

By: _____
Signature

Print name

ATTEST:

Title: _____

Jocelyn Kwong, City Clerk

[If Contractor is a corporation, signatures must comply with California Corporations Code §313]

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

By: _____
Signature

Print name

Title: _____

EXHIBIT A

SCOPE OF WORK

THE UNIVERSITY OF THE SOUTH ALABAMA
SCHOOL OF BUSINESS
BUSINESS ADMINISTRATION
MBA PROGRAM

The scope of work for the MBA program includes the following:

- 1. Completion of the required coursework for the MBA degree.
- 2. Completion of the required internship or capstone project.
- 3. Completion of the required thesis or dissertation.
- 4. Completion of the required comprehensive exam.

The program is designed to provide students with a strong foundation in business administration and leadership. The coursework is rigorous and challenging, and students are expected to demonstrate a high level of academic achievement. The program is also designed to be flexible, allowing students to complete their degree in a shorter period of time if they are able to take a heavier course load.

Valley Precision Grading, Inc.

Athletic Construction Specialist



08.22.2022

Attn: Giacomo Damonte
Parks Maintenance Superintendent, Operations Services Department
City of Pleasanton | P.O. Box 520, Pleasanton, CA 94566

RE: Bernal Park Infill Top - Off

Please find scope of work to supply and install one of the selected infill options listed below. The estimate is based upon 325,000 total square feet marked with one soccer field per field.

Synthetic Turf Scope of Work:

1. Supply and install one of the selected infill options listed below.
2. Broom fields and level infill for uniform surface depth.
3. Supply all equipment
4. Provide any repairs needed on the field at no cost.

Cost to install materials over all three (3) fields;

- | | |
|---------------------------------------------------|--------------|
| 1. ZeoFill Infill at rate of 1lbs per square foot | \$147,331.00 |
|---------------------------------------------------|--------------|

(ZeoFill from KMI is the original infill installed in the fields. The source is specific to a location in Death Valley, CA. The sourcing of material supplied by VPG has not changed since installation and last top off performed.)

Exclusions:

- Any work, materials or labor not directly included and/or state above.
- Any mass grading of the site or soil removal from the site. And related demolition.
- Provide any additional base rock outside of the 6" section stated in scope of work.
- Any concrete work.
- Any underground work.
- Any field graphics or logos not listed on bid plans and/or documents.
- Any sports event, goals, sports netting, or any other athletic equipment installation or Applications other than specified above.
- SWPPP measures of any kind
- Any supply, install or adjustment of utility boxes for electrical or irrigation.
- Electrical, scoreboard and communication lines not provided.
- Additional mobilizations \$4,500.00.
- **ANYTHING NOT INCLUDED IN ABOVE SCOPE**

Thank you again for this opportunity! We certainly do look forward to working with you and are available at any time to answer any questions or review this proposal.

Sincerely,
Kristopher Olsen
VPG, INC

Valley Precision Grading, Inc.

Athletic Construction Specialist



916.752.5645