

REPORT

To the Honorable Mayor and City Council
From the City Manager

November 10, 2008

SUBJECT

Award of Sole Source Public Works Contract --Hoover Synthetic Turf Field Replacement Project

RECOMMENDATION

Authorize, by resolution, the sole source contract for purchase and installation of synthetic turf for the Hoover Synthetic Turf Field Replacement Project with Fieldturf Builders Co., of Wilsonville, Oregon in an amount not to exceed \$905,447.00 and suspend the requirements of Article VII, Chapter 2 of the Municipal Code governing competitive bidding, and authorize the City Manager to increase the contract amount up to 10% if necessary.

BACKGROUND

The turf conversion projects result from water conservation measures identified and recommended by the Community Task Force on Recycled Water in their report dated March 3, 2004 to Council. Converting sports fields from natural turf to synthetic turf reduces the demand on potable water supplies, decreases long term operating costs, and increases the availability of the facilities.

The original synthetic turf installation on certain sport fields in Hoover Park was completed in October, 2002 and FieldTurf Inc. provided the City with a manufacturer's warranty that guaranteed the Fieldturf product for a period of eight (8) years upon completion of the installation. Several sections of the sports field installation are excessively worn after six years and require replacement. Even though the existing warranty language allows for the replacement of only the excessively worn sections of turf and no extension of the warranty period, Fieldturf USA, Inc. ("Fieldturf USA") through it's related company, Fieldturf Builders, LLC ("Fieldturf Builders"), has offered to replace the entire original installation and provide an additional infield area installation with much improved product at a significant discount. Furthermore, Fieldturf Builders will provide a ten (10) year warranty on the new product. Fieldturf Builders' quote for the proposed project is 60% of the average cost of a comparable project as published by the State of California Department of General Services Procurement Division.

Fieldturf Inc., the manufacturer of the 2002 synthetic turf product and provider of the manufacturer's warranty, is now known as Fieldturf USA. Fieldturf USA owns a minority percentage of Fieldturf Builders, and has offered to have Fieldturf Builders function as the general engineering contractor for this project. Fieldturf Builders is the exclusive installer of Fieldturf Product. In addition to their experience as the installer for the 2002 synthetic turf product, Fieldturf Builders is the holder of an "A" license which permits them to function as an engineering contractor for this project. Fieldturf Builders' possession of the "A" license is important because the grading, base, and drainage work for the successful installation and operation of these sports fields requires an "A" license.

Staff recommends that Council suspend the competitive bidding requirement of Article VII, Chapter 2, of the Municipal Code to allow the award of this synthetic turf replacement project to Fieldturf Builders for the following reasons:

- The warranty on the previous installation and the discount on the improved product that Fieldturf Builders offers in place of the warranty obligations on the 2002 synthetic turf installation are unique and not available from other suppliers.
- Fieldturf Builders' offer to replace the worn synthetic turf with new and improved product is at such a substantially reduced cost for the new product that the objective of the competitive bidding process to procure the lowest bid for this public works project is achieved.
- Fieldturf Builders will warranty the proposed installation for ten years. Staff believes that the excessive wear issues of the previous installation are not specific to Fieldturf, but were experienced industry wide as synthetic turf products, relatively new to the marketplace, improved.


Fieldturf Builders will replace all existing synthetic turf in Hoover Park as well as install synthetic turf on the baseball diamond infield. Staff recommends this additional work since the installation of synthetic turf on the baseball infield will improve drainage and increase the field's usefulness during wet weather.

ALTERNATIVES

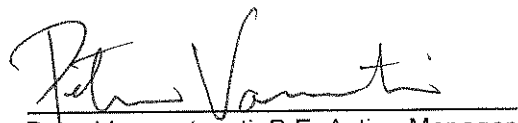
Council may choose not to suspend the competitive bidding requirement, direct staff to exercise existing warranty rights, and prepare the project for the complete replacement of all synthetic turf on sport fields at Hoover Park for competitive bidding.

FISCAL IMPACT

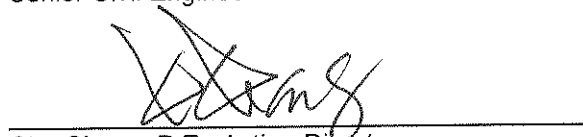
Funding for turf conversion projects has been appropriated and is available from the Fiscal Year 2008/09 budget, Capital Projects Fund, Synthetic Play Fields Conversion which has a current balance of \$798,910. Additionally required funding of \$150,000 is available from the Capital Projects Fund, Contingency. There has been a show of commitment from field user groups to provide up to \$10,000 in financial assistance to this project at a future date, however, there is no guarantee of eventual receipt.




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Senior Civil Engineer



Peter Vorametsanti, P.E, Acting Manager
Engineering and Construction



Chu Chang, P.E., Acting Director
Community Development Services



Peter Ingram
City Manager

ATTACHMENTS

Resolution

RELATED DOCUMENTS IN CITY CLERK'S OFFICE

1. Proposal for Hoover Park Soccer/Softball Fields by Turf Builders Co.
2. Contract documents

RESOLUTION NO. _____

RESOLUTION APPROVING THE SOLE SOURCE PURCHASE OF SYNTHETIC TURF FROM FIELDTURF BUILDERS, LLC AND THE SOLE SOURCE AWARD OF THE ENTIRE HOOVER SYNTHETIC TURF REPLACEMENT PROJECT AS SPECIFIED IN THE PLANS AND SPECIFICATIONS FOR AN AMOUNT NOT TO EXCEED \$905,447, AND SUSPENDING THE REQUIREMENTS OF ARTICLE VII, PURCHASING, OF CHAPTER 2 OF THE MUNICIPAL CODE RELATING TO COMPETITIVE BIDDING FOR THIS PURCHASE, AND AUTHORIZING THE CITY MANAGER TO INCREASE THE CONTRACT AMOUNT UP TO TEN PERCENT IF NECESSARY

WHEREAS, the Hoover Park Soccer/Softball Fields were installed using FieldTurf FTOS 2S as the in-filled playing surface in October 2002, and the installation was guaranteed for a period of eight years; and

WHEREAS, after six years of multisport use several sections of the infield playing surface have become excessively worn and require replacement; and

WHEREAS, the existing warranty language allows for the replacement of only the excessively worn sections of turf and no extension of the warranty period; and

WHEREAS, Fieldturf Inc., the manufacturer of the 2002 synthetic turf product and provider of the FieldTurf for Soccer Manufacturer's Limited Warranty for installation of FTOS 2S product at Hoover Sports Park, 701 Charter Street, Redwood City, CA 94063 to the City, is now known as Fieldturf USA, Inc. ("Fieldturf USA"); and

WHEREAS, Fieldturf USA owns a minority percentage of Fieldturf Builders, LLC ("Fieldturf Builders"), and has offered to have Fieldturf Builders function as the general engineering contractor for this project; and

WHEREAS, Fieldturf USA through it's related company Fieldturf Builders has offered to replace the entire original installation and provide an additional infield area installation with an improved product at a significant discount plus a ten year warranty for the proposed installation; and

WHEREAS, Fieldturf Builders is the exclusive installer of Fieldturf Product. In addition to their experience as the installer for the 2002 synthetic turf product, Fieldturf Builders is the holder of an "A" license which permits them to function as an engineering contractor for this project; and

WHEREAS, Fieldturf Builders' possession of the General Contractor's Class "A" license is important because the grading, base, and drainage work for the successful installation and operation of these sports fields requires a General Contractor's Class "A" license; and

WHEREAS, Fieldturf Builders' quote dated September 25, 2008, for the proposed project is 60% of the average cost of a comparable project as published by the State of California Department of General Services Procurement Division. The FieldTurf product to be installed is quoted at \$5 per square foot by CMAS (California Multiple Award Schedule); and

WHEREAS, the warranty obligations on the previous installation, and the discount that FiledTurf Builders, LLC offers in place of the warranty obligations on the previous installation are unique and not available from other suppliers.

NOW, THEREFORE; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby incorporated by this reference as if fully set forth in their entirety.

2. Pursuant to Redwood City Code Section 2.76, the requirements of Article VII, PURCHASING, of Chapter 2 of the Redwood City Code relating to competitive bidding are suspended for this public works project.

3. Strict compliance with Article II, Chapter 2 of the Redwood City Municipal Code would not serve the public interest because the warranty obligations on the previous installation and the substantially discounted price of the improved Filedturf product for use in the proposed installation, in place of the warranty obligations on the previous installation, are unique and not available from other suppliers.

4. Strict compliance with Article II, Chapter 2 of the Redwood City Municipal Code would not serve the public interest because Filedturf Builders' offer to replace the worn synthetic turf with new and improved product is at such a substantially reduced cost for the new product that the objective of the competitive bidding process to procure the lowest bid for this public works project is achieved.

5. The sole source purchase of improved synthetic turf as specified in the plan specifications set forth in the public works contract prepared for this project, on file and available at the Office of the City Clerk and incorporated herein by this reference, for an amount not to exceed \$905,447 is approved, and the City Manager is authorized to increase the contract amount up to 10% if necessary.

6. The City Manager is hereby authorized and directed to execute such agreements (in forms approved by the City Attorney), necessary or appropriate to complete the purchases authorized and approved hereby.

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