

AIA Type Document  
Application and Certification for Payment

TO (OWNER): City of Encinitas  
505 S Vulcan Ave  
Encinitas, CA 92024

PROJECT: Leo Mullen Sports Park  
951 Via Cantabria  
Encinitas, CA 92024

APPLICATION NO: 2  
PERIOD TO: 8/31/2016

DISTRIBUTION  
TO:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM (CONTRACTOR): Byrom-Davey Inc  
13220 Evening Creek Drive  
Suite 103  
San Diego, CA 92128

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR: Leo Mullen Sports Park-Turf Replace

CONTRACT DATE: 5/13/2016

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization /Temp Facilities	15,000.00	7,500.00	3,750.00	0.00	11,250.00	75.00	3,750.00	562.50
2	Potholing	7,000.00	3,500.00	2,800.00	0.00	6,300.00	90.00	700.00	315.00
3	Supervision	15,000.00	1,500.00	9,000.00	0.00	10,500.00	70.00	4,500.00	525.00
4	WPCP Implementation	15,000.00	7,500.00	3,750.00	0.00	11,250.00	75.00	3,750.00	562.50
5	Surveying	7,500.00	0.00	7,500.00	0.00	7,500.00	100.00	0.00	375.00
6	Demolition / Export	50,000.00	10,000.00	40,000.00	0.00	50,000.00	100.00	0.00	2,500.00
7	Grading	69,000.00	0.00	69,000.00	0.00	69,000.00	100.00	0.00	3,450.00
8	Electrical Conduit System / Boxes	17,000.00	0.00	15,300.00	0.00	15,300.00	90.00	1,700.00	765.00
9	Quick Coupler System	32,000.00	0.00	22,400.00	0.00	22,400.00	70.00	9,600.00	1,120.00
10	Field Drainage System	38,000.00	0.00	38,000.00	0.00	38,000.00	100.00	0.00	1,900.00
11	French Drain	6,500.00	0.00	6,500.00	0.00	6,500.00	100.00	0.00	325.00
12	Geotextile Fabric	24,000.00	0.00	24,000.00	0.00	24,000.00	100.00	0.00	1,200.00
13	Flatdrains	28,500.00	0.00	28,500.00	0.00	28,500.00	100.00	0.00	1,425.00
14	Headerboard	7,500.00	0.00	7,500.00	0.00	7,500.00	100.00	0.00	375.00
15	Permeable Base	102,500.00	0.00	102,500.00	0.00	102,500.00	100.00	0.00	5,125.00
16	Exterior Athletic Equipment	39,000.00	0.00	7,800.00	0.00	7,800.00	20.00	31,200.00	390.00
17	Traveling Sprinklers	6,500.00	0.00	0.00	0.00	0.00	0.00	6,500.00	0.00
18	Synthetic Turf (85,559 SF) & Drainage Pad	455,000.00	0.00	455,000.00	0.00	455,000.00	100.00	0.00	22,750.00
19	PunchList	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
20	Clean Up	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
<b>REPORT TOTALS</b>		<b>\$939,500.00</b>	<b>\$30,000.00</b>	<b>\$843,300.00</b>	<b>\$0.00</b>	<b>\$873,300.00</b>	<b>92.95</b>	<b>\$66,200.00</b>	<b>\$43,665.00</b>



# AGENDA REPORT

## City Council

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**MEETING DATE:** March 23, 2016

**PREPARED BY:** Ed Deane, Deputy  
Director

**DEPT. DIRECTOR:** Glenn Pruim

**DEPARTMENT:** Public Works

**CITY MANAGER:** Karen P. Brust

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**SUBJECT:**

**LEO MULLEN SPORTS PARK TURF REPLACEMENT PROJECT (CP16B)**

**RECOMMENDED ACTION:**

Council take the following actions:

1. Receive the staff report and determine which project bid alternatives, if any, are to be included in the construction contract for the replacement of turf at Leo Mullen Sports Park.
2. Authorize the Public Works Director to execute a contract, in coordination with the City Attorney, in substantial form as contained in Attachment 1, and any necessary amendments, with Byrom-Davey Inc. in the amount of \$939,500 plus 10% contingencies to construct the Leo Mullen Sports Park Turf Replacement Project, for a total contract amount not to exceed \$1,033,500.
3. Authorize the Public Works Director to execute a contract amendment (Contract Amendment #1), in substantial form as contained in Attachment 2, and any necessary extensions or further amendments, with Geopacifica Inc. in the amount of \$35,000 plus 15% contingencies to provide inspection services for the Leo Mullen Sports Park Turf Replacement Project, for a total contract amount not to exceed \$40,250.

**STRATEGIC PLAN:**

This item relates to the Recreation Focus Area promoting active lifestyles and community health by furthering access to trails, parks, beaches and other recreational opportunities through maintaining, improving, and restoring recreational infrastructure.

**FISCAL CONSIDERATIONS:**

The FY 2015-16 CIP budget includes \$1,135,000 for synthetic turf and lights at Leo Mullen Sports Park (soccer field) with the General fund share of the project at \$663,000 and the remainder of the budget totaling \$472,000 expected to be provided from a grant, a donation and a rebate. At the January 13, 2016 City Council meeting, Council authorized an additional General Fund allocation of \$549,600 to the project and eliminated the \$472,000 expected from grants, donations, and rebates. This effectively increased the project budget by \$77,600 to \$1,212,600.

A summary of the project funding is included below.

Project Budget	\$1,212,600
Construction plus 10% contingency	(\$1,033,500)
Inspection plus 15% contingency	(\$40,250)
Design	(\$77,600)
Project balance	\$61,250

There is potential to receive a \$171,248 rebate from the Metropolitan Water District (MWD) once the project is completed and the City submits for reimbursement. There is no guarantee of this rebate due to the restrictive timeline and potential weather delays. The original grant deadline for receiving the funding from MWD, was April 9, 2016. On March 16, 2016 the MWD granted a 60 day extension, so the new funding deadline is now June 8, 2016. According to the current project schedule included in the construction contract, based on 50 working days of construction, the project will be substantially complete on May 27, 2016 and complete on June 2, 2016. If the MWD rebate is received, the General Fund share of the project will be reduced by the amount of the rebate.

### **BACKGROUND:**

At the January 13, 2016 City Council meeting, the City Council approved moving forward with the development of the Leo Mullen Sports Park Turf Replacement Project. Included in those efforts is entering into an agreement for professional services for the preparation of project plans and specifications, for the replacement of the existing natural turf with a synthetic turf, and installation of subsurface conduit and sports light foundations. To date the following activities have been completed:

- A Professional Services contract was executed on February 2, 2016 between the City and D.A. Hogan & Associates for the services described above.
- A Coastal Development Permit application was submitted to the Building and Planning Department on February 2, 2016.
- A Community Participation Program was completed, including a public notification mailing on February 9, 2016, and a public meeting held in the Poinsettia Room on February 25, 2016.
- Draft Project Plans submitted to, and reviewed by, City staff, on February 19, 2016.
- Final construction documents were delivered to the City on February 25, 2016.
- Advertisement for the Invitation to Bid was published by the Coast News on February 26, March 4, and March 11, 2016.
- Project Plans, Specifications, and contract documents were available for potential contractors on March 1, 2016.
- A mandatory pre-bid meeting was held at Leo Mullen Sports Park on March 7, 2016.
- Bids were received and opened at City Hall on March 17, 2016. Byrom-Davey Inc. was determined to be the lowest responsive and responsible bidder.

### **ANALYSIS:**

Based on City Council action, the construction documents prepared for the Leo Mullen Sports Park Turf Replacement Project include a base bid and several project alternatives. The base bid for the project was defined as the installation of synthetic turf with an organic infill material, associated turf installation improvements, and conduit and handholes for future lighting. Project alternatives included in the construction contract documents include a synthetic turf installation, along with associated turf installation improvements, with a coated crumb rubber infill (Additive Alternative 1), as well as a potential sports lighting infrastructure alternative (Additive Alternative 3).

The reason for the inclusion of a non-organic infill alternative was to allow Council the opportunity to evaluate the cost of an organic infill in comparison to a non-organic infill. The benefits and concerns related to the installation of the two infill materials are included in Table 1.

In selecting the type of turf for use at the park the primary focus was type of use. Turf manufacturers produce a wide variety of synthetic turf for a wide variety of uses. In addition to use, there is an evaluation of intensity of use, how much will the field be used, and other factors. Based on discussions between Parks and Recreation Department staff and Robert Harding, our design consultant with D.A. Hogan and Associates, a monofilament fiber was chosen.

The fibers of synthetic turf serve as the “grass blades” of the synthetic turf system. Fibers are typically made of polyethylene and are classified as either slit-film or monofilament.

- Slit-film fibers: Manufactured in sheets, cut into thin strips, then slit with razors to create multiple strands. Before installation, the fibers appear rather wide. However, after the installation process and field use, the fibers “bloom” or separate as they are designed to do.
- Monofilament fibers: Unlike slit-film fibers, monofilament fibers are single strands of yarn made to more closely resemble the appearance of grass blades and are not designed to split. Shapes, polymer blends and the manufacturing process vary among manufacturers. Each of these characteristics influence the wearability (fiber breakdown) of the fibers as the field is used.

There were five (5) pre-approved turf vendors included in the contract specifications that produce synthetic turf and organic infill material that meet the contract specifications. When bidding on the project, the potential contractor solicit costs for providing the synthetic turf, as well as the infill material. This process does not allow the City to pick one manufacturer's turf and another's infill material. Byrom-Davey, Inc. will be installing Field Turf Revolution 360 monofilament fiber turf with a combination cork/sand infill material according to the project specifications.

There is a sports field light infrastructure additive alternative (Additive Alternative 3) included in the construction contract documents. The base bid of the contract includes the installation of conduit and hand holes (access to the conduit) for future sports lighting. It should be noted that no lights or light poles are proposed to be installed with this project. Additive Alternative 3 includes the base bid items plus the installation of foundations for 30' maximum height light standards.

As discussed at the March 16, 2016 City Council meeting, this project requires a Coastal Development Permit (CDP) as it is adjacent to a naturally vegetated area identified in the Coastal Zone Map. The CDP application for the project was reviewed with Coastal staff to determine if there were any areas of concern that might impact the issuance of the permit. Coastal staff expressed concern that the inclusion of footings for 30' sports lighting, without a study showing the impacts of the lighting, would potentially lead to a Coastal staff appeal of the permit. City Council action at the March 16, 2016 meeting directed staff to remove the sports field lighting footings from the CDP application. As this action occurred the day prior to the bid opening, there was not sufficient time, per the contract documents, to issue an addendum removing the alternative from the bidding process and therefore the alternative is included in this agenda report for informational purposes only.

On March 17, 2016, seven sealed bids were received for the construction of the proposed project. The Engineer's estimate was \$1,000,000. The Notice Inviting Bids specified that, the lowest bid shall be the lowest base bid price.

The base bids submitted were as follows:

CONTRACTOR	TOTAL OF BASE BID
1. Byrom-Davey Inc.	\$ 939,500
2. PUB Construction Inc.	\$ 1,140,000
3. Sprinturf	\$ 959,000
4. Ohno Construction	\$ 1,152,000
5. Asphalt Fabric & Engineering.	\$ 1,175,000
6. Hellas	\$ 1,211,000
7. Western Rim Construction	\$ 1,157,000

Therefore, Byrom-Davey Inc. is the responsive low bidder, and is recommended for contract award.

Base Contract Award Costs

Byrom-Davey Inc.	\$ 939,500
Construction Contingency (10%)	\$ 94,000
Construction Inspection and Testing, Geopacifica	\$ 40,250
Total Estimated Construction Cost	\$ 1,073,750

Base Plus Additive Alternative 1 (non-organic infill) Contract Award Costs

Byrom-Davey Inc.	\$ 1,019,966
Construction Contingency (10%)	\$ 102,000
Construction Inspection and Testing, Geopacifica	\$ 40,250
Total Estimated Construction Cost	\$ 1,162,216

Base Plus Additive Alternative 3 (Sports Lighting Infrastructure) Contract Award Costs

Byrom-Davey Inc.	\$ 1,013,400
Construction Contingency (10%)	\$ 101,000
Construction Inspection and Testing, Geopacifica	\$ 40,250
Total Estimated Construction Cost	\$ 1,154,650

Byrom-Davey, Inc. has been the General Contractor for multiple athletic and sport field projects and has its corporate headquarters in San Diego. Recent projects include improvements for the San Dieguito Union High School District at Canyon Crest Academy (8 natural turf fields/1 synthetic turf field, and 1 rubberized running track) , the La Costa Valley Middle School Site Improvements (5 natural turf fields), and Torrey Pines High School (Synthetic Turf Field and Track). Regionally, they have completed projects at Sweetwater Union High School (Synthetic turf field and rubberized track); Otay Ranch High School (Synthetic Turf Field and Track Replacement); and Rancho Buena Vista High School (Rubberized Track Improvements). Within Southern California, they have completed projects at the University of Redlands (Synthetic Turf Football/Soccer Field) and University of California at Santa Barbara (Synthetic Turf Soccer Field).

On each of the projects indicated, as well as others the work has been completed on time, with an excellent quality of work. Byrom-Davey understands the various elements and requirements for construction of sports fields, and has an excellent office support staff to complete required submittals and document changes in the work.

**ENVIRONMENTAL CONSIDERATIONS:**

It has been determined that the installation synthetic turf at the Leo Mullen Sports Park is exempt from the California Environmental Quality Act (CEQA) as the replacement or

reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced under Section 15302 of CEQA Guidelines.

**ATTACHMENTS:**

1. Draft Contract for the installation of synthetic turf at Leo Mullen Sports Park
2. Draft Contract Amendment for material testing and construction inspection for the installation of synthetic turf at Leo Mullen Sports Park

Table 1

Type of Infill	Material	Brand/Trade Names	Benefits	Concerns
Organic (\$11.08/s.f.)	<ul style="list-style-type: none"> <li>• Cork</li> <li>• Coconut Husk</li> <li>• Rice Hulls</li> <li>• Mix of above</li> </ul>	<ul style="list-style-type: none"> <li>• ProGeo – Geoturf</li> <li>• Purefill - Field Turf</li> <li>• Geofill - Shaw Sports</li> <li>• Natrafill</li> </ul>	<ul style="list-style-type: none"> <li>• Natural Material / Renewable</li> <li>• Perception as Natural Material</li> <li>• Reported to reduce Heat Concerns as Infill</li> <li>• Natural Color &amp; appearance</li> <li>• Good Resiliency</li> <li>• Reported Common Use in Europe</li> </ul>	<ul style="list-style-type: none"> <li>• High Cost - High materials costs</li> <li>• Cost - Resilient Pad Recommended</li> <li>• Cost - must be kept moist - Requires Irrigation System</li> <li>• Cost - Higher Maintenance costs/Shorter Life Cycle</li> <li>• Potential to Plug/affect drainage</li> <li>• Potential for weed and mold growth</li> <li>• Limited availability</li> <li>• Floats - Should not be used in Flood Prone Areas</li> </ul>
Coated Crumb Rubber (\$12.03/s.f.)	<ul style="list-style-type: none"> <li>• SBR (Styrene butadien Rubber)</li> <li>• Recycled tires shredded and coated with acrylic or EPDM</li> </ul>	<ul style="list-style-type: none"> <li>• Polytan RPU - Polytan</li> <li>• Cushionfall Sport</li> <li>• Coolfill - SprintTurf</li> </ul>	<ul style="list-style-type: none"> <li>• Low Maintenance</li> <li>• Good Drainage</li> <li>• High UV Stability = Maintains Resiliency</li> <li>• Coating reported to encapsulate SBR rubber outgassing &amp; improve heat concerns</li> <li>• Manufacturers Warranties</li> <li>• Does not Float</li> <li>• Variety of Colors - Reported to reduce heat concerns</li> <li>• Does not require Resilient pad or Irrigation</li> </ul>	<ul style="list-style-type: none"> <li>• High Cost - High materials Costs</li> <li>• Same chemical make-up &amp; potentials as SBR Rubber</li> <li>• Relatively little analysis as Turf Infill</li> <li>• Limited availability</li> </ul>

**CONTRACT**  
**CITY OF ENCINITAS**  
**LEO MULLEN SPORTS PARK**  
**TURF REPLACEMENT PROJECT**  
**CP16B**

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 201\_, in the County of San Diego, State of California, by and between the City of Encinitas hereinafter called "City", and Byrom-Davey, Inc., hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**LEO MULLEN SPORTS PARK**  
**TURF REPLACEMENT PROJECT**  
**CP16B**

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within fifty (50) working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Nine Hundred Thirty Nine Thousand, Five Hundred Dollars (\$ 939,500.00 ) as per the Bid Schedule attached hereto as Exhibit 'A'. Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor shall pay to the City of Encinitas the sum of \$2,000.00 (two thousand dollars) per day for each and every calendar day of unexcused total project delay in completing the work in excess of the number of working days prescribed above as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees City may in deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT DOCUMENTS.** The "Contract Documents" which form this Contract include the following: The Contract Documents shall be considered to include the Notice Inviting Bids, Instruction to Bidders, General Provisions,

Special Provisions, Addenda, Proposal, Bid Bond, Non-Collusion Affidavit, Designation of Sub-Contractors, Agreement which is prepared for execution by the City and the Contractor, Plans, Specifications, Project Manual, Standard Specifications, incorporated specifications, Proof of Worker's Compensation Insurance, Certificate(s) of Insurance for Public Liability and Property Damage, Permits, and Contract Bonds.

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project, including, but not limited to prevailing wage requirements.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification and insurance as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City or may be obtained online at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html> and which must be posted at the job site.

**ARTICLE 9. CONTRACT DOCUMENTS.** Contract Documents include but are not limited to the Contract, Addenda, notice inviting bids, instructions to bidders, Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice to Proceed), the bonds, permits from jurisdictional regulatory agencies, Special Provisions, Plans, Standard Plans, Standard Specifications (including San Dieguito Water District Water Agencies' Standards (WAS), Reference Specifications, executed Change Orders, and executed Supplemental Agreements.

**ARTICLE 10. STATUS OF THE CONTRACTOR.** Contractor shall perform the services provided for herein in a manner of Contractor's own choice, as an independent contractor and not as an employee of the City. Contractor shall be under control of the City only as to the result to be accomplished and the personnel assigned to the Project. However, Contractor shall confer with the City as required to perform this Contract.

**ARTICLE 11. VERBAL AGREEMENT OR UNDERSTANDING.** No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during, or after the execution of this Contract, shall effect or modify any of the terms or obligations herein contained nor such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Contract.

**ARTICLE 12. NOTICES.**

Notices to the Contractor shall be sent to:

Byrom-Davey, Inc.  
1322 Evening Creek Drive, Suite 103  
San Diego, CA 92128

Notices to the City shall be sent to:

City of Encinitas  
Engineering Department  
505 South Vulcan Ave.  
Encinitas, CA 92024

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**Byrom-Davey Inc.**

By **CITY OF ENCINITAS**

\_\_\_\_\_

By \_\_\_\_\_

Name and Title: \_\_\_\_\_

License No. \_\_\_\_\_

**END OF CONTRACT**

**AMENDMENT 1 TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

THIS AMENDMENT TO AGREEMENT ("AGREEMENT") is made and entered into in Encinitas, California, as of MARCH 24, 2016, between the City of Encinitas, a Municipal Corporation, hereinafter referred to as "CITY", and GEOPACIFICA, INC. hereinafter referred to as "CONSULTANT".

The Project Manager for the CONSULTANT will be: JAMES KNOWLTON

The Contract Administrator for CITY will be: KIPP HEFNER

**RECITALS**

The CITY requires outside assistance to provide the services described in the original AGREEMENT which entered into effect on SEPTEMBER 28, 2015, which AGREEMENT is hereby modified by CONSULTANT'S approved proposal for this AMENDMENT TO AGREEMENT dated MARCH 24, 2016 for the following PROJECT:

**LEO MULLEN SPORTS PARK TURF REPLACEMENT PROJECT**  
**CP16B**

CONSULTANT represents itself as possessing the necessary skills and qualifications to provide the services required by the CITY;

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONSULTANT agree as follows:

**1.0 TERM OF AGREEMENT**

- 1.1 This AMENDMENT TO AGREEMENT shall go into effect on MARCH 28, 2016 contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY'S Contract Administrator. The contract shall end on SEPTEMBER 31, 2016, unless extended by contract amendment.
- 1.2 CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY.
- 1.3 CONSULTANT shall commence with the performance of the services in this AMENDMENT TO AGREEMENT after notification to proceed by CITY and shall continue such services until all tasks to be performed are completed, or this AGREEMENT is otherwise terminated.

**2.0 CONSULTANT OBLIGATIONS**

- 2.1 CONSULTANT shall provide the CITY with the following DESCRIBED SERVICES:



**ATTACHMENT "A"**

**PAYMENT FOR SERVICES**

The CITY shall pay CONSULTANT for the DESCRIBED SERVICES as follows:

The CITY hereby agrees to pay the CONSULTANT, as full compensation for the CONSULTANT'S additional duration of services upon this project, a fee not to exceed \$40,250.00.

Additional fees for extra work, if any, shall be computed and paid as provided in Section 6.0 of this AGREEMENT.