

City of Piedmont
COUNCIL AGENDA REPORT

DATE: August 4, 2025

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of the Award of a Contract for Linda Beach Tot Lot Playground Matting to Robertson Recreational Surfaces in the Amount of \$70,308, Approval of an Overall Construction Budget of \$77,339, and a Finding that the Project is Categorically Exempt Under the California Environmental Quality Act (Section 15301)

RECOMMENDATION

By a single motion, take the following actions regarding the Linda Beach Tot Lot Improvement Project:

1. Approve the award of the Contract for the Linda Beach Tot Lot Playground Matting to Robertson Recreational Surfaces based on their submitted bid of \$70,308;
2. Approve the overall Estimated Construction Budget of \$77,339, which includes the construction cost and a 10% contingency.
3. Find the project to be exempt under the California Environmental Quality Act Guideline 15301(c).
4. Authorize the City Administrator to execute project related documents.

BACKGROUND

The Beach Tot Lot Improvement Project began in earnest with a 2018 neighborhood petition from playground users asking for equipment upgrades for the northern end of Linda Beach Park. In 2019, the Piedmont Beautification Foundation raised \$100,000 to support the installation of new play equipment in this space.

This contract for playground matting is the third and final contract associated with the Linda Beach Tot Lot Project. The three contracts allowed the City to use two different buying collaboratives and secure favorable pricing for both equipment and matting installations. At the July 7, 2025 meeting, the City Council approved a contract for the playground equipment and at the June 16, 2025 meeting, the City Council approved a contract award for ADA access, demolition of the existing equipment, and site preparation for installation of new playground equipment and matting. The attached contract is for the purchasing and installation of the play matting using the OMNIA Partners Cooperative Purchasing Network.

In July and August of 2024, Staff reached out to multiple playground matting companies to review different matting options, including both playground grass and rubberized matting.

The project was presented to the Park and Recreation Commissions, after which the Park and Recreation Commissions each appointed a commissioner to meet with City staff. Over a two-month period, commissioners reviewed playground options and provided feedback on equipment design and matting options.

DISCUSSION

Community engagement for the tot lot began with an informational presentation at the August 7, 2024, Park Commission meeting. A presentation to the Recreation Commission occurred later that same month. Outreach to neighbors adjacent to the park included a flyer distribution to over 120 households, as well as meeting notices posted at the tot lot in both English and Spanish. In the following months, the Park and Recreation Commissions received monthly updates at their meetings. In late January and early February of 2025, the City hosted two in-person events at the tot lot, one during the work week and a second event on a Saturday morning. Responding to Commissioners' desire to obtain feedback from young users, the events included options for young users to express their preferences - the City's Communication Manager developed posters at both ground level for the tots to review, and on easels for adult users to provide feedback. Participants were asked to post stickers and review samples of both the playground grass and rubberized matting.

Following the outreach event, an online survey was developed. The online survey received 46 responses with respondents expressing priorities. The survey highlighted the following key components that park users valued: an appreciation for the safety of an enclosed space, proximity to home and a walkable location, a predominance of 2-5 year old users, the importance of climbing, swings and slides, a preference for rubber matting versus playground turf and interest in a strong visual theme.

Responding to the feedback the City received, the City focused on poured in placed rubberized matting. The matting consists of two vibrant blue and green colors with the blue matting mimicking a meandering creek running through the tot lot. The equipment will be placed in such a way that it traverses the creek themed matting, creating a playful journey for toddlers as they explore and play.

The City's purchasing ordinance allows utilization of cooperative purchasing arrangements. The play matting will be purchased using a contract with OMNIA Partners Cooperative Purchasing Network. The City is a member of OMNIA Partners, which is a national cooperative procurement organization offering publicly solicited contracts to government entities nationwide. OMNIA Partners holds hundreds of competitively solicited cooperative contracts, including those for playground matting and installation. The price for the playground matting and installation under this cooperative purchasing agreement is \$70,308.

SCHEDULE OF CONSTRUCTION

If the contract is awarded at this City Council meeting, it is anticipated that the work will begin in August. The matting will follow the installation of the equipment by Ross Recreation. Equipment with an 8 – 10 week lead time, and installation is anticipated to commence in September or October, with approximately 6 weeks to complete installation. Accordingly, the project covered under this scope of work should be completed in October.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15301, which applies to the repair and maintenance of existing public facilities that involve negligible or no expansion of use. Because the project concerns the removal of existing public facilities, including ramps, pathway, fencing, surfacing, and equipment; and replacement with similarly sized facilities, matting, and equipment, this project is exempt under Section 15301.

FISCAL IMPACT

Based on the recommended award amount, staff is proposing the following budget:

Matting Construction	\$ 70,308
Construction Contingency (10%)	\$ 7,031
<hr/>	
Total Estimated Matting Construction Budget	\$ 77,339

The total project budget is:

Work	Contractor	Amount	Contingency	Total
Design	Coastland	\$ 22,480	\$ 2,248	\$ 24,728
ADA/Demo	Norgo	\$ 123,950	\$ 12,395	\$ 136,345
Equipment	Ross	\$ 133,938	\$ 13,394	\$ 147,333
Matting	Recreation Robertson Recreational Surfaces	\$ 70,308	\$ 7,031	\$ 77,339
CM/Inspection	Coastland	\$ 10,000	\$ 1,000.	\$ 11,000
Project Total				\$ 396,745

Funding for the project is included in the Approved FY 2025-26 budget. The funding breakdown is:

Piedmont Beautification Foundation	\$ 100,000
Facilities Capital Fund (#112)	\$ 300,000
<hr/>	
Total Estimated Project Construction Budget	\$ 400,000

CITY ATTORNEY REVIEW

The City Attorney has reviewed the staff report and the Agreement.

By: Daniel Gonzales, Public Works Director
Nancy Kent, Parks Project Manager

ATTACHMENTS:

Attachment A: Contract

CONTRACT

This Contract made August 4, 2025("Effective Date"), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and _Robertson Industries, Inc. , an ("Independent Contractor").

1. City is a municipal corporation which needs certain services and software as more specifically set forth hereafter.
2. Independent Contractor agrees to provide these services and software to the City under the terms and conditions set forth in this Contract ("Contract").

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein

4. Compensation

- a. City will pay the Independent Contractor the sum of \$ 70,308.00 dollars for the services described in Section 3 above. City shall issue payment within 30 days of the satisfactory completion of the services described in Section 3 above.

5. Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate one year -from the Effective Date.

6. Contractual Relationship

The parties intend that an independent contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "Indemnitees") from and against any and all liability, claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) ("Liability"), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor.

For design professionals (as that term is defined by Civil Code § 2782.8) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnitees from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion, and this section shall survive the termination of the Contract.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of California, with Statutory Limits.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Independent Contractor’s insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor’s insurance and shall not contribute with it.

Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 100 Brush Creek Rd. #206, Santa Rosa, CA 95404, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

a. Either party may terminate this Contract for cause as follows:

- (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth

very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violation(s).

- (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters

set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

19. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

20. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

21. Waiver

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT: _____:

By: _____
City Administrator

By: _____
Title:

Attest:

Anna Brown, City Clerk

Approved as to form and legality:

Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney



Robertson Industries, Inc.
 2140 E. Cedar Street
 Tempe, AZ 85281
 (800) 858-0519
 FAX: (602) 340-0402
www.totturf.com

Date Issued: 06/11/2025

Project Name: Linda Beach Tot Lot Pour in Place 2-2025 updated 6-11-2025 OMNIA #230202
Address: Piedmont, CA
Contact: Nancy Kent
Phone: 510-420-3064
Email: nkent@piedmont.ca.gov

Sales Representative
Name: Frank Horwath
Phone: +15102609025
Email: fhorwath@totturf.com

PRICE EXPIRES: 09/10/2025

PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	TOTAL
TotTurf Poured in Place Safety Surfacing	Install IPEMA Certified Poured in Place Safety Surfacing	2700	\$26.04	\$70,308
GRAND TOTAL				\$70,308

CONTRACT TYPE: Omnia **WAGE TYPE:** State Prevailing **UNION:** No **CA GRANT:** No

DETAILED SCOPE:
 Provide all material, equipment and labor for installation of IPEMA certified and tested Pour in Place Surfacing per Plans: 2700sf, 2.5" depth for up to 5' fall height, Aliphatic Urethane binder 1-4mm TPV rubber wearcourse in two 100% colors/blends. Approx 700sf standard blue and 2000sf bright green.

COMMENTS:
 OMNIA Partners Cooperative Purchasing Network #RR230202.

SECURITY:

Scheduling/Site Contact: Nancy

Phone: 510-420-3064

Email: nkent@piedmont.ca.gov

Estimated Install Date:

08/2025

INITIALS



TERMS & CONDITIONS:

1. Quote is based on the information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.
2. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges (change order). Work cannot commence until Change Order(s) are fully executed.
3. ANY additional site work not included here within, including sub base, is the responsibility of the owner.
4. Job site access must be at a maximum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after the installation has completed.
5. Charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
6. Security during install and upon completion is the responsibility of the owner, unless specified otherwise in Project Scope.
7. Excess material at the job site upon completion is property of Robertson Industries, Inc., unless otherwise noted here within.
8. Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
9. Scheduling and crew deployment is subject to local weather conditions.
10. Warranty will NOT be issued unless "Completion Sheet" is signed.
11. All projects over \$2,500.00 will be issued a preliminary lien.

Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

PROPOSAL ACCEPTANCE: I agree to the scope and details as provided for the above mentioned proposal as well as the terms outlined in this agreement. I am duly authorized to approve and accept this proposal as stated.

CONTRACT to follow PURCHASE ORDER to follow ACCEPT THIS AS OUR AGREEMENT

PAYMENT TERMS:

Payment is due upon receipt, and payment may be made via Check, ACH or Credit Card. Customers requesting credit terms may be required to submit a credit application and/or a deposit. Credit applications can be obtained from your sales representative. If credit terms are extended, payment terms are due Net 30 days from date of invoice.

Please attach a copy of your TAX EXEMPT CERTIFICATE if you or your company is claiming tax exemption.

TOTAL PURCHASE AMOUNT: \$70,308

SIGNATURE: _____ **DATE:** _____

Printed Name: _____ **Title:** _____

Company Name: _____

Address: _____

BILLING Contact Name: _____

BILLING Email: _____ **Phone:** _____ **Fax:** _____

Issue all POs, Contracts, and payments to ROBERTSON INDUSTRIES, INC.

*Send ALL completed forms back to your Sales Representative:
Frank Horwath: fhorwath@totturf.com*

CLICK HERE TO PAY WITH A CREDIT CARD: [PAY NOW!](#)

Robertson Industries, Inc: 2140 East Cedar Street, Tempe, AZ 85281 ~ (800) 858-0519, FX: (602) 340-0402

AZ: ROC091920, CLASS L-05 ~ **CA:** 667261, CLASS C/61 D/12 ~ **NV:** 42331, CLASS C25 C40
CALIFORNIA PWC REGISTRATION NUMBER: 1000002700 (DIR#)

The PlayCore Surfacing Division Includes: Robertson Industries, Inc, Sports Surface Specialties, Rubber Designs and American Recycling Center