



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-19

#2023-54 - Approving RFP for a New Playground at Lincoln Park

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: February 28, 2023

Subject: Consideration to Approve Proposal to Furnish and Install New Playground Equipment at Lincoln Park

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

Lincoln Park was identified as an area of need for updating and qualified for Community Development Block Grant (CDBG) support.

The existing playground equipment at Lincoln Park is dated, not handicap accessible, and difficult to find replacement parts. The plan is to utilize CDBG funding to replace the existing playground with new ADA accessible equipment and rubber safety surfacing.

Discussion

The Parks and Recreation Department advertised for proposals for new playground equipment at Lincoln Park on January 15, 2023. Four suppliers provided proposals. Staff recommends the proposal from Creative Sites LLC of Omaha, Nebraska. The proposal from Creative Sites includes providing ADA commercial playground equipment and is recommended by staff. The cost to supply and install the equipment and safety surfacing is \$178,000.00.



Funding will be provided by the Community Development Block Grant Program.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the City Council approve the proposal from Creative Sites LLC of Omaha, Nebraska to furnish and install new playground equipment at Lincoln Park.

Sample Motion

Move to accept the proposal from Creative Sites to furnish and install new playground equipment at Lincoln Park in the amount of \$178,000.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
NEW LINCOLN PARK PLAYGROUND**

RFP DUE DATE: February 7, 2023 at 4:00 p.m.
DEPARTMENT: Parks & Recreation
PUBLICATION DATE: January 15, 2023
NO. POTENTIAL BIDDERS: 4

PROPOSALS RECEIVED

Cunningham Recreation (Game Time)
Charlotte, NC
Bid Security: Berkley Insurance Company

American Playground & Recreation
Sioux Fall, SD
United Fire & Casualty Company

Creative Sites, LLC
Omaha, NE
Bid Security: Cashier's Check

Commercial Recreation Specialists
Vernon, WI
West Bend Mutual Insurance Co.

cc: Todd McCoy, Parks & Recreation Director
City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.
Patrick Brown, Finance Director

P2420



QUOTATION

Creative Sites, LLC

11506 Pierce Street
Omaha, Ne 68144
402-614-4606

DATE: February 6, 2023

Customer: City of Grand Island
Attn: RaNae Edwards
PO Box 1968
Grand Island, NE 68802

Project: Lincoln Park Playground Improvements
Bid Date: February 7, 2023 4:00 P.M.

BCI Burke Equipment:

| | |
|----------------------|--------------------|
| Playground Equipment | \$ 64,881.00 |
| Freight | <u>\$ 4,860.00</u> |

| | |
|-----------------|--------------|
| Equipment Total | \$ 69,741.00 |
|-----------------|--------------|

Ecoturf Poured Rubber Surfacing:

| | |
|--|--------------|
| 2,640sf 50/50 Black-Color Mix for 8' Fall Height | \$ 42,248.00 |
|--|--------------|

Installation by Dostals Construction:

| | |
|----------------|--------------|
| 40% of Project | \$ 57,111.00 |
|----------------|--------------|

| | |
|---------------------------|--------------------|
| Performance/Payment Bonds | <u>\$ 8,900.00</u> |
|---------------------------|--------------------|

| | |
|---------------|---------------|
| Project Total | \$ 178,000.00 |
|---------------|---------------|

****Delivery is 45 Days ARO and will be substantially complete by September 30, 2023.**

****Maintenance and Supervision kits will be sent directly to the City of Grand Island before the equipment arrives.**

****Creative Sites was founded by Julie Kutilek in April 2008 representing BCI Burke Company. She was originally in the playground industry from 1991-1997, then took some time to raise her family before founding Creative Sites.**

She is experienced in the planning and design of similar projects. You can reach her anytime if you have concerns or questions regarding your project. The support services through BCI Burke are also excellent. BCI Burke's customer service is very experienced and is always easy to reach. They are known for their complete, on time and correct deliveries. They are located in Fond Du Lac, Wisconsin and celebrated their 100th Anniversary in 2020.

****Dostals Construction is doing the subcontracting work portion of this project and are located in Gretna, NE. Dostals are certified BCI Burke equipment installers.**

Creative Sites Municipal References:

**Hastings Parks and Recreation
220 N Hastings
Hastings, NE 68902
Jeff Hassenstab
402-461-2309
\$500k**

**City of Gretna
204 North McKenna Ave
Gretna, NE 68028
Tammy Tisdall
402-332-3336
\$ 200k**

**City of Norfolk Embrace Park All-Inclusive Playground and Skyview Park
Located by the YMCA
Emily Afrank 402-920-1453
\$400k**

**Village of Cedar Bluffs
101 South 1st Street
Cedar Bluffs, NE 68015
Deb Jensen 402-367-8271
2016 \$150k Total**

**Splash Station Fremont Kiwanis/City of Fremont
HWY 275
Don Cunningham 402-
\$300k**

This quotation is good through 4/30/2023.

Thank you for the opportunity to bid on your project.

Sincerely,


Julie Kutilek
Creative Sites, LLC

Accepted by

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between Creative Sites, LLC from Omaha, Nebraska hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **NEW LINCOLN PARK PLAYGROUND**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of One hundred seventy eight thousand and no/cents Dollars \$178,000.00 for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the **NEW LINCOLN PARK PLAYGROUND**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance and bonds are approved, and that the Contractor shall complete the work by **September 1, 2023**. It is understood and agreed that time is the essence of the contract.

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CONTRACT AGREEMENT (Continued)

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the state of Nebraska.

A. Davis-Bacon Act

The Contractor hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph. The General Decision number for this contract is NE20220047.

ARTICLE VI. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

CONTRACT AGREEMENT (Continued)

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

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

The contract, bonds and insurance requirements are in due form according to law and are hereby approved.

Attorney for the City

Date _____

R E S O L U T I O N 2023-54

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for a New Playground for Lincoln Park; and

WHEREAS, four (4) request for proposals were received; and

WHEREAS, Creative Sites LLC from Omaha, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a contract cost of \$178,000.00 has been negotiated and a contract will be prepared with the approval of the City's Legal Department; and

WHEREAS, such project will be funded through the Community Development Block Grant (CDBG) Funds and is included in the 2022-23 capital budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Creative Sites LLC from Omaha, Nebraska for the construction of a New Playground for Lincoln Park at a cost not to exceed \$178,000.00 is hereby approved.

BE IT FURTHER RESOLVED, THAT THE Mayor and designee are, and shall be, authorized to execute all contracts and agreements necessary to effect the purpose of this Resolution.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| February 24, 2023 | ☐ City Attorney |