



REQUEST FOR PROPOSALS FOR THE YANNEY PARK PLAYGROUND SURFACE

SUBMITTAL DUE DATE: 2:00 p.m., on Monday, June 5, 2017

**PROPOSALS MUST BE MAILED OR DELIVERED TO:
City of Kearney, Attn: Michaelle Trembly, City Clerk
18 East 22nd Street
P.O. Box 1180
Kearney, NE 68848**

Please mark your envelope "PROPOSAL FOR 2017 YANNEY PARK PLAYGROUND SURFACE"

EIN/SSN (Required) _____
Federal I.D. Number

COMPANY NAME _____

ADDRESS: _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

PRINTED NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____ EMAIL _____

Signature acknowledges that Proposer has read the documents thoroughly before submitting a proposal, will fulfill the obligations in accordance to the scope of work, terms and conditions and is submitting without collusion with any other individual firm. You must submit this page with an authorized signature.

DO NOT CONTACT ANY OTHER CITY EMPLOYEE OR DEPARTMENT.

ALL QUESTIONS MUST BE SUBMITTED BY EMAIL TO THE FOLLOWING PERSON:

Scott Hayden, Park & Recreation Director
shayden@kearneygov.org

Questions must be submitted no later than Tuesday May 30, 2017. Questions submitted after that date will not be considered.

MUST SUBMIT THIS PAGE WITH PROPOSAL

REQUEST FOR PROPOSALS YANNEY PARK PLAYGROUND SURFACE

The City of Kearney, Nebraska is requesting proposals from qualified playground tile vendors in order to establish a contract to replace the current poured-in-place surface at E.K. and Mary Yanney Heritage Park, 2020 West 11th Street, Kearney, Nebraska. See site plan proposal attached.

The City of Kearney is an equal opportunity employer and requires all contractors and consultants to comply with all applicable federal and state laws and regulations.

A pre-proposal, on-site opportunity will be provided by City staff on Tuesday, May 23, at 11:00 a.m. at the Yanney Park playground. All interested contractors/vendors must RSVP by 5:00 p.m., May 22, to Scott Hayden, Park & Recreation Director at shayden@kearneygov.org.

Scope of Work & Minimum Specifications

- The proposal will include material, labor and equipment to remove the current poured-in-place surface and install the new tiled surface.
- Concrete Curbing and Curing:
 - The concrete mix shall be in accordance with Section 11:20 of the City of Kearney Standard Specifications for Municipal Construction (available under the Public Works Department at www.cityofkearney.org).
 - The concrete shall be placed, consolidated to fill all voids, struck off to the required grade and floated smooth. After the water sheen has disappeared, the surface should be lightly brushed to a uniform texture.
 - In order to deter vandalism to the newly poured concrete slab, the Contractor should remain on site until concrete has cured. Contractor shall be responsible for removal, and replacement, of concrete if vandalized prior to completion of entire job.
 - Within 24-48 hours of the concrete slab being poured, all forms shall be pulled and removed from the site.
 - Within 48-72 hours, the concrete shall be scored. Scoring should correspond to the dimensions of the curbing.
- Concrete & Material Clean-up: All excess “cleaned out” concrete shall be removed by the Contractor. All forms of any other materials generated from the construction of the project shall be removed by the Contractor.
- Site Restoration: Any areas that have been destroyed, or areas where ruts and depressions have been created, will be restored to the same grade and condition as the surrounding area by the Contractor. The City will be responsible for any necessary irrigation work and re-seeding or sodding.
- Underground Utility Locations: Contractor is required to call Digger’s Hotline to locate all utilities prior to construction as necessary.
- Contractor must provide safety fencing or flagging, minimum four feet (4’) high, around the perimeter of the construction area.
- Construction must occur between the dates of September 25 – October 27, 2017. Some leeway on construction dates may be allowed if agreed to by the City.

Contractor Services

The selected Contractor shall be responsible for the following:

- Provide all material, labor, and supplies to satisfy the intent of the agreement. Pay for and secure all permits.
- Meet with the City staff prior to submitting the final order to confirm tile attributes.

- Prior work beginning, the selected contractor must attend a pre-construction meeting to verify project requirements, conditions, management and coordination.
- Respond to inquiries from City staff concerning equipment and/or construction, and provide prompt attention to any issues.
- Coordinate scheduling of construction with City staff when applicable.
- Be responsible for providing safety precautions in connection with contracted installation work.
- The proper disposal of the old poured-in-place material, litter, and debris collected from the work site is the responsibility of the Contractor.
- Upon completion of construction, conduct an onsite audit with City staff to confirm that the project was constructed as specified.
- Upon completion of construction, provide maintenance manuals, as applicable, to City staff.
- Provide the City with an extra amount of playground tiles, from the same production run, at least equal to five percent (5%) of the amount installed.
- Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the contract price as security for the faithful performance and payment of all Contractor obligations under the contract documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due. When the successful bidder delivers the executed agreement to the City of Kearney, it must be accompanied by the required performance and payment bond.

Equipment Delivery Requirements

- The Contractor is responsible for delivery of equipment to the designated project site. A minimum of 24-hour notice to City Staff is required before delivery if being delivered to a City facility.

Playground Surface Requirements

Playground Tiles:

- Tile dimension must be approximately 24"x24".
- Must be compliant with ASTM standards for the following:
 - Critical Fall Height
 - Wet & Dry Slip Resistance
 - Coated Fabric Abrasion Resistance Testing
 - Ignition Character of Finished Textile Floor Covering
 - Die Elongation Break
 - Die C Tensile Strength
 - Density
- Must meet ADA standards
- Tiles must have the ability to be removed and replaced if damaged.
- Tile Color (top of tile): Blend of 75%-90% sand/tan colors and 10%-25% black.
- Must be able to accommodate a 10' critical fall height for playground A, and 6' critical fall height for playground B (see site plan)

City's General Requirements

Contractor shall agree to protect, defend, indemnify, and hold the City Council, City of Kearney, its officers, commissions, employees and agents free and harmless from and against any loss, penalties damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the Contractor, its agents, employees or representatives, in the performance of the Contractor duties under any agreement resulting from award of this proposal. The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

Proposal shall include stamped plan by a structural engineer to meet City of Kearney Codes for the footing.

It is agreed between the parties that the City of Kearney shall not, under any circumstances, be responsible nor have any obligation for workers compensation benefits to the Contractor, its agents, employees and subcontractors or their agents and/or employees.

Contractor shall be required to maintain and carry in force, for the duration of the project, insurance coverage for general liability for not less than One Million Dollars (\$1,000,000) combined single limit. The successful Contractor shall furnish to the City of Kearney a Certificate of Insurance verifying coverage and identifying the City of Kearney as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the Contractor in its operations herein.

Contractor shall secure, pay for, and deliver to the City, Builders Risk, Completed Value insurance program for work to be performed on a Special Cause of Loss form. The named insured is to be the City, with the Contractor and/or their subcontractors added as an additional insured as their interest may appear at the time of loss. Unless specifically authorized by the City, the amount of such insurance shall not be less than the Contract Price totaled in the bid. The policy shall cover no less than the losses due to "all risk" during the contract period and until the final work is accepted by the City. Any deductible, not to exceed \$10,000 per occurrence (amounts higher must be approved by the City), shall be borne by the Contractor.

Such insurance policy shall not cover any tools, equipment, scaffolding, staging, towers, structure erected for housing workers and forms owned or rented by the Contractor. Their insurance company shall have no right to subrogate against the City, Contractor and subcontractors for such loss.

Prior to any material change or cancellation, the City of Kearney will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Kearney, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Kearney
City Clerk
P.O. Box 1180
Kearney, NE 68848-1180

Contractor warrants and represents that it has policies in place governing the actions of the Contractor and any employees or agents or the Contractor regarding sexual harassment. The Contractor agrees to defend, indemnify and hold harmless the City of Kearney for actions of the Contractor or Contractor employees or agents in the execution of this agreement with the City of Kearney and its officers, employees and agents. The Contractor also understands and agrees that any violation of this provision will constitute sufficient cause to terminate the agreement.

Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of

the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Once the City Council has selected the Contractor, the City reserves the right to:

- Reduce the overall cost of a selected proposal in advance of confirming the order by requesting modifications or deletions as required to meet unexpected budgetary constraints.
- Negotiate for the substitution of specific feature while remaining consistent with the design concept.

Project Budget

The City is requesting proposals not to exceed the amount of \$80,000. Proposals that exceed budget amount will not be considered.

Submission Requirements

Each Contractor may submit up to two (2) layout designs if desired, not exceed \$80,000. Although two designs per budget amount may be submitted, only one proposal will be selected. The proposed design(s) shall be compatible with the site. It is the responsibility of the Contractor to confirm available space and compatibility for each design. **Submittals should be put in a binder, easy to follow, following the minimum requirements listed below, with additional information at the end as applicable.**

Each proposal shall include **at minimum**: one original, and one copy for necessary distribution. Submittals should be labeled 1-12, following the minimum submittal requirements. The following are the minimum submittal requirements:

1. Company background:
 - a. Company's experience and qualifications
 - b. Number of years constructing or selling playground surfacing
 - c. Support services
 - d. Experience of project manager
 - e. Certification through National Playground Contractors Association Inc. is preferred
2. Name and experience of all sub-contractor(s) providing professional installation services.
3. Three client references from Nebraska or neighboring state on similar municipal projects completed within the last five years. Include name of municipality, address, contact person, phone number, email, cost of the project, year completed. Reference letters are also encouraged, but not required.
4. Color chart for the tiles.
5. A site plan showing entire design with dimensions, as well as transition details as applicable. A color rendering is preferred by not required.
6. Concrete border detail drawings.
7. Drainage detail drawings.

8. Description, specifications, and cross-section image of all tile, underlayment, and connector materials applicable that meet the required fall heights. Providing a sample of the product(s) is also preferred.
9. Description and/or instruction of tile removal and replacement methods
10. Maintenance requirements.
11. Copy of manufacturer's warranty, project warranty, and liability coverage.
12. A single total project cost proposal (not to exceed \$80,000), including an itemized breakdown of all charges.

The City of Kearney will accept only those sealed proposals, either hand delivered or received via U.S. Mail or other commercial carrier. Items transmitted by facsimile or electronically will not be accepted. Late receipt of submittals will not be considered regardless of postmark. All proposals will be validated. Submittals received after the due date will be filed unopened. **Please provide two (2) hard copies of your proposal(s).** Interested firms should submit each proposal to the following address no later than **2:00 p.m., Monday, June 5, 2017** to:

**Michaëlle Trembly, City Clerk
Kearney City Hall
18 East 22nd Street
P.O. Box 1180
Kearney, NE 68848**

Please mark your envelope "PROPOSAL FOR 2017 YANNEY PLAYGROUND SURFACE".

Evaluation

Each proposal received, within the project budget, will be evaluated on the following criteria to determine a review factor:

Qualifications: Maximum Score: .30

- Documented certifications and experience in design, construction and installation of tiled playground surfaces.
- Past experience with the City of Kearney
- Support services (availability, responsiveness, etc.)
- Subcontractor experience if applicable

Design & Materials: Maximum Score: .40

- Effective borders, transitions, and drainage.
- Overall quality of materials and construction/installation methods
- Product specifications
- Maintenance requirements
- Product removal and replacement method
- Compatibility with site

Technical: Maximum Score: .30

- Compliance with RFP
- Research and understanding of project requirements
- Compliance with budget
- Warranty

Total: Maximum Score: 1.00 = Review Factor

Selection Process

The Review Committee will consist of City staff from multiple disciplines, and selected members of the E.K. & Mary Yanney Heritage Park Foundation Board, in order to solicit input from a variety of viewpoints.

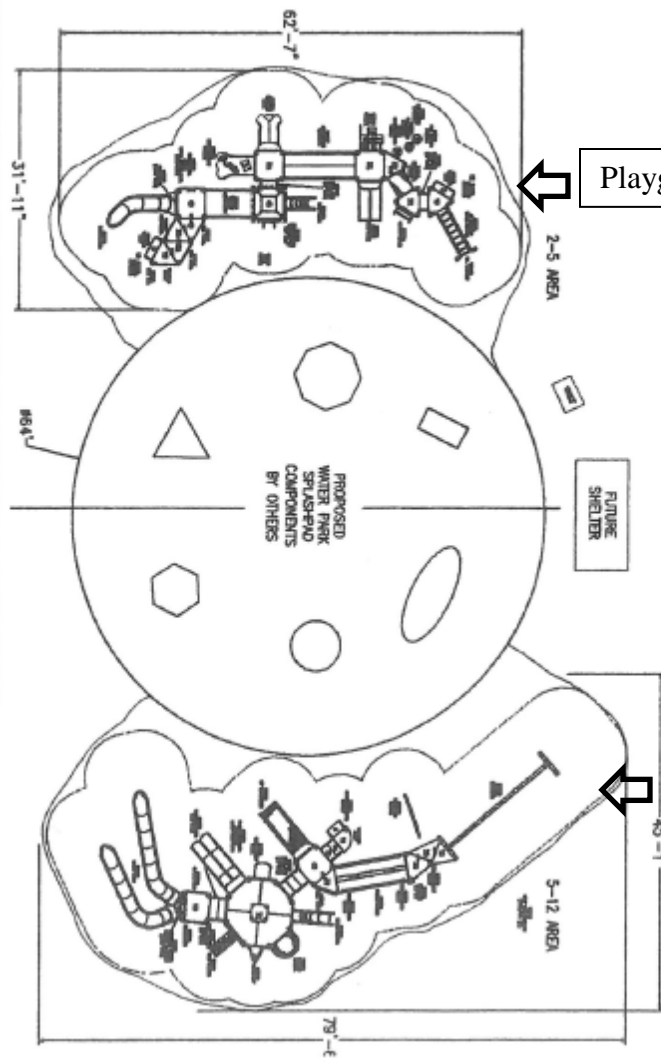
The Review Committee anticipates making a recommendation to the City Council on Monday, June 5, 2017, or sooner. The City Council will select the most responsible Contractor for the project. This Request for Proposals does not commit the City of Kearney to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Kearney reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposals, if it is in the best interest of the City of Kearney to do so.

Sincerely,

CITY OF KEARNEY



Michael W. Morgan
City Manager



Playground Surface B



Playground Surface A

