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**REQUEST FOR PROPOSALS
FOR
STOLLEY PARK SPLASH PAD
CITY OF GRAND ISLAND, NEBRASKA**

To: Qualified Splash Pad/Sprayground Equipment Firms
From: Todd McCoy, Parks & Recreation Director
Subject: Provide new splash pad equipment, surfacing and installation
Date: March 11, 2022

The City of Grand Island, Nebraska is requesting proposals from qualified splash pad/sprayground equipment firms in order to construct a new splash pad in Stolley Park, 2105 W. Stolley Park Rd, Grand Island, Nebraska 68801.

The Request for Proposal is due **March 29 by 4:00 p.m. (Local Time)**. Four (4) copies of the Request for Proposals shall be submitted to:

City Clerk
Attn: RaNae Edwards
P.O. Box 1968
Grand Island, NE 68802

Any questions in responding to this RFP should be directed to **Todd McCoy, Parks & Recreation Director at (308) 389-0290**. We look forward to receiving your response to this request.

**ADVERTISEMENT
REQUEST FOR PROPOSALS
FOR
STOLLEY PARK SPLASH PAD**

**CITY OF GRAND ISLAND, NEBRASKA
PARKS & RECREATION DEPARTMENT**

Sealed Request for Proposals will be received at the City Clerk's office, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802, until **4:00 pm (Local Time), March 29, 2022 for Stolley Park Splash Pad**. Request for Proposals received after the specified time will be returned unopened to sender.

Each bidder shall submit with their proposal a certified check, a cashiers check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the proposal price which shall guarantee good faith on the part of the bidder and the entering into a contract within thirty (30) days, at the proposal price, if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the proposal.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your proposal not being opened or considered.** Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

The successful bidder will be required to provide:

- A. **A performance bond** satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract.
- B. **A payment bond** satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

The award winning offeror will be required to comply with the City's Insurance requirements.

The Purchaser reserves the right to reject any or all Request for Proposals, to waive technicalities, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw their Request for Proposal for a period of sixty days (60) after date of bid opening.

RaNae Edwards, City Clerk

REQUEST FOR PROPOSALS STOLLEY PARK SPLASH PAD

The City of Grand Island, Nebraska is requesting proposals from qualified splash pad/sprayground equipment firms in order to establish a contract to provide new splash pad equipment, surfacing and installation at the Stolley Park Wading Pool Site, 2105 Stolley Park Road, Grand Island, Nebraska 68801.

The City of Grand Island is demolishing the existing wading pool at Stolley Park. As a part of this project, the wading pool area will be rough graded, a storm sewer pipe will be extended to the future splash pad area, and the existing 2" water service will be replaced with a 4" service. Demolition and grading work should be completed in May.

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

Scope of Work

- The proposal will include material, labor and equipment to construct the new splash pad including: water play features, infill, crushed rock base, concrete deck surface, controller, mechanical system, backflow preventer, drain lines, water lines, and electrical.
- Contractor/Vendor shall include material, labor and equipment to construct all splash pad elements.
- Splash Pad subgrade shall consist of 6" of crushed concrete over 12" of subgrade prep compacted to 98% proctor. A minimum of 8 inches of topsoil is required around the perimeter of splash pad where subgrade was removed.
- Finished grade elevation of the splash pad and perimeter shall be coordinated with the City's engineering consultant.
- City will supply the site with a 4" water service connection and a 12" storm sewer connections to within 5 feet of pad.
- Contractor/Vendor shall be responsible for installing all water and drain lines for the splash pad, and connecting to the provided water and storm services.
- 2.5-inch water flow meter to be purchased from Grand Island Utilities Department and installed by contractor's licensed plumber.
- 2.5-inch backflow preventer shall be furnished and installed by Contractor/Vendor. The backflow preventer must be a 2.5-inch RP Watts LF009 or equivalent that is approved by the City of Grand Island.
- Contractor/Vendor shall install meter and backflow preventer inside existing pool house. The floor of the pool house will be removed by the city, vendor will be responsible for pouring floor back after piping installations are complete. Floor shall be 6" thick PC concrete. A floor drain shall be installed and connected to the existing sanitary line in the pool house. Floor shall slope to drain.
- Contractor/Vendor shall be responsible for all electrical work. This will include but may not be limited to, installation of appropriate breaker(s) at the proposed service panel (by others), runs of conductor inside conduit from the panel to all energized devices and all electrical connections and other electrical work up through final inspection by City of Grand Island Building Inspector(s) per local Code. Electrical service panel and controllers shall be installed inside the existing pool house.
- Contractor/Vendor shall assume all responsibility for obtaining and verifying measurements.
- Contractor/Vendor shall work with City staff to keep disruption of park grounds to a minimum. Trenches shall be backfilled and tamped to 98% proctor by Contractor/Vendor.

- Contractor/Vendor must provide safety fencing, minimum 4-foot high, around the perimeter of the splash pad construction area.
- Contractor/Vendor must protect and monitor poured concrete until it is cured. Contractor/Vendor shall be responsible for removal and replacement of concrete if damaged prior to completion of job.
- Contractor/vendor shall be responsible for fine grading and seeding around the splashpad. Seed shall be a perennial rye mix. Site has no irrigation, contractor/vendor shall be responsible for ensuring seeding is well established.
- The Contractor/Vendor must complete this project by September 1, 2022.

Contractor/Vendor Services

The selected Contractor shall be responsible for the following:

1. Provide the City with colored conceptual drawing/image and an overhead schematic of the splash pad.
2. The Contractor/Vendor shall provide all material, labor, and supplies to satisfy the intent of the agreement. Pay for and secure all permits. Provide all hookups for the complete installation including: plumbing, mechanical, electrical, etc.
3. Meet with City staff prior to submitting the final order to confirm color, attributes and layout of the equipment.
4. Respond to inquiries from City staff concerning equipment and/or construction and provide prompt attention to any issues regarding missing or mislabeled parts.
5. Coordinate scheduling of construction with City staff when applicable.
6. Be responsible for providing safety precautions in connection with contracted installation work.
7. The proper disposal of litter and debris collected from the work site is the responsibility of the Contractor/Vendor.
8. Upon completion, conduct an onsite audit to confirm that the equipment was installed according to manufacturer's specifications and provide written documentation of the audit to the City of Grand Island.
9. Upon completion, Contractor/Vendor will be required to orientate City staff on equipment start-up and shut-down procedures, winterization duties, and servicing of equipment.
10. Upon completion, Contractor/Vendor will be required to provide installation manuals and operation and maintenance manuals to City staff.
11. Contractor/Vendor 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/Vendor's 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 Grand Island, it must be accompanied by the required performance and payment bond.

Equipment Requirements

- The Contractor/Vendor is responsible for delivery of the equipment to the project site.
- All equipment shall be compatible with ADA and ASTM guidelines.
- There shall be various types of spray components, including above grade and at grade pieces.
- Above grade features shall be anchored below the concrete deck or use an interchangeable mounting system as appropriate.
- An ADA accessible activation bollard or push button shall be included in the design.
- A programmable controller shall be provided and sized according to the number or outputs it is required to control. The controller shall be factory programmed with a variety of spray sequences. A 24-hour/7-day programmable, time switch to set the operational hours of the

facility shall be incorporated into the operating system. The time switch shall have the ability to be programmed with a different time schedule for each day of the week.

- All aquatic play products installed above and below grade shall be manufactured from 304/304L stainless steel. The anchoring system and associated fastening hardware shall be manufactured from 304/304L stainless steel. Rigid centricast fiber reinforced (FRP) and/or molded fiberglass, PVC, filament wound tubing or Galvanized Steel shall **not** be utilized for any above or below grade play product structures.
- All hardware and anchoring systems shall be 304/304L or 316 stainless steel. All systems shall include an integrated anchoring and leveling system facilitating installation and a flush surface finish. Exposed and accessible hardware shall be tamper resistant.
- Spray nozzles, caps and heads shall be manufactured from lead free brass or UHMWPE and shall use tamper resistant tools for installation and removal. All grade level play products are to be furnished with appropriate winterization caps.
- Quick Couplers shall be installed on each spray fixture valve.
- Painted finishes shall be polyester smooth glassy heat-cured powder coat that is UV and chemical resistant and suitable for public spaces.
- All accessible edges shall be machined to rounded finish. All welds be watertight, buffed smooth, or polished to a non-visible finish and factory pressure tested. Accessible nozzles and spray heads shall be recessed to ensure a completely safe play environment with no pinch points, head entrapments or protrusion hazards. All products shall be designed in accordance with ASTM F1487, ASTM F-2461 and CSA Z614-98 regulations for public playgrounds.
- The water distribution system shall be factory assembled and water pressure tested before delivery. Each distribution line shall have electronically activated solenoid valves, operating on a 24 VAC. The electric solenoid valves shall be suitable for chlorinated water. Each distribution line shall have a valve for manual shut off, the valves shall have union connections. The lines from the manifold to the play structures shall be Schedule 80 PVC. The manifold body shall be constructed of stainless steel 304. A ¾-inch drain valve shall be included. A pressure gauge shall be installed on the manifold.
- The water supply manifold system shall be sized to minimize water consumption. Each above ground spray feature shall have its own solenoid valve and distribution line. "At grade" features shall have supplied solid brass covers that are threaded into place for winterization.
- Manifold and controller are to be housed in the existing pool house.
- Electronic components shall be installed to meet current City Code and pass required inspections by the City Building Inspector.
- 2.5-inch water flow meter to be purchased from Grand Island Utilities Department and installed by contractor.
- 2.5-inch backflow preventer shall be furnished and installed by Contractor/Vendor. The backflow preventer must be a 2.5-inch RP Watts LF009 or equivalent that is approved by the City of Grand Island.

Specific Play Element & Amenities Requirements

Spray features to be arranged to segregate different age groups.

Desired spray elements:

- At least one "dumping bucket" water element.
- Shall include a combination of above ground and at grade water spray features.
- Element variety for each target age group
- A minimum number of ten water events

Surfacing and Subgrade Requirements

- The splash pad shall be located in the general area of the previous wading pool. The splash pad shape does not have to be oval or circular and can be determined by the Contractor/Vendor. Pad area shall generally fit the existing site.
- Subgrade preparation for the splash pad shall include grading of the existing area to proposed elevations for the new splash pad. Contractor shall prepare 6" of native subgrade material (98% compaction) and placement of 6" of crushed concrete base course under the splash pad pavement (98% compaction). Placement of a minimum of 8 inches of topsoil is required around the perimeter of splash pad where subgrade was removed. The site will be roughly graded to 10" below an approximate finish grade elevation of the proposed splash pad. Contractor/vendor will be responsible for placing additional material or removing excess material as required for the splash pad construction.
- The deck shall be a 5-inch thick 4000 PSI rebar reinforced concrete slab with a medium broom finish, sawed and sealed, and shall meet ADA requirements. Rebar shall be epoxy coated and 30" OC Maximum.
- Deck shall have a min. 10' buffer from spray fixtures to edge of deck.
- The deck shall have an ADA approved deck drain.
- The deck drain grating shall be stainless steel and have openings no larger than 5/16 inch.
- The deck drain(s) shall be capable of handling 1.5x the designed flow minimum.
- The deck shall have positive drainage, no ponding of water and minimal runoff. Slope deck to the middle.
- Connect the deck drain into the proposed 12" storm sewer line.

All plumbers and electricians must be licensed to work in Grand Island, Nebraska. Plumbers and electricians must apply for the appropriate permits.

Once the City Council has selected the Contractor/Vendor, 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(s) while remaining consistent with the design concept.

Project Budget

The City is requesting a proposal for a budget amount not to exceed \$195,000. Proposals that exceed budgeted amounts will not be considered.

Submission Requirements

Each vendor may submit up to two (2) splash pad designs to not exceed \$195,000

Submit two sets of the RFP for each splash pad design. Although two designs 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/Vendor to confirm available space and compatibility for each design. Submittals should follow the minimum requirements listed below, with additional information at the end.

Each proposal shall include at minimum: one original, and one copy for necessary distribution.

The following are the minimum submittal requirements:

1. Company background (brief information on company's experience and qualifications, number of years constructing splash pads, support services, experience of project manager).
2. Name and experience of all sub-contractor(s) providing professional installation services.

3. For joint ventures, indicate the work and estimated percentage of the total project to be performed by each party.
4. Three client references from Nebraska or neighboring state on similar municipal projects completed within the last three 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.
5. List or reference of design components.
6. Description of component materials/specifications.
7. Provide information on water saving features.
8. Accessibility summary.
9. Indicate dates of construction and the anticipated completion date. The Contractor/Vendor must complete this project by September 1, 2022
10. A single total project cost proposal, including an itemized breakdown of all charges.
11. An 11 inches x 17 inches site plan showing entire design with dimensions.
12. Color rendering of design.
13. Copy of manufactures warranty and liability coverage.

Evaluation

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

Qualifications: Maximum Score: 40%

- Experience with comparable projects. (minimum ten years' experience in the design and engineering with water play areas/splash pads.)
- Past experience with the City of Grand Island or surrounding communities.
- Support services (availability, responsiveness, etc.)
- Subcontractor experience.

Design: Maximum Score: 40%

- Creativity.
- Perceived play value.
- Visual appeal (final colors selected at time of order).
- Number and variety of play features.
- Compatibility with site.

Technical: Maximum Score: 20%

- Compliance with RFP.
- Research and understanding of project requirements.
- Compliance with budget.
- Project schedule/delivery.
- Product specifications/warranty.

Selection Process

The Review Committee will consist of City staff from multiple disciplines in order to solicit input from a variety of viewpoints.

The Review Committee will make a recommendation to the City Council. The City Council will select the most responsible Contractor/Vendor for the project. This Request for Proposals does not commit the City of Grand Island 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 Grand Island 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 Grand Island to do so.

Todd McCoy, Parks & Recreation Director, will be the City's contact person for additional information on this RFP (308-389-0290). Interested firms shall send four (4) copies of their Request for Proposals to RaNae Edwards, City Clerk, PO Box 1968, Grand Island, NE 68802-1968. Request for Proposals must be received **no later than 4:00 p.m. on March 29, 2022**. Proposals must remain firm for sixty (60) days from the due date. The City reserves the right to reject any or all proposals and to select the proposals which is deemed to be in the best interest of the City, at their sole discretion.

If any proposer shall have any questions or request clarification of the Request for Proposal specifications, the proposer may contact Todd McCoy, City of Grand Island, 100 E 1st Street, Grand Island, NE 68801, email toddm@grand-island.com or call 308-389-0290.

Gratuities and Kickbacks

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 qualification therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

Insurance

Provide a summary of the firms (and sub-consultant's) insurance coverage. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in this section.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation Employer's Liability

Statutory Limits

\$100,000 each accident

\$100,000 each employee

\$500,000 policy limit

2. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage \$500,000 Combined Single Limit

3. "Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage \$500,000 each occurrence

\$1,000,000 aggregate

4. "Umbrella Liability Insurance." This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage \$1,000,000 each occurrence

\$1,000,000 general aggregate

5. Additional Requirements. The City may require insurance covering a Contractor or Subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or Subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the contract.

The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Contractor cannot have the "endeavor to" language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. The Contractor shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

Fair Employment Practices

Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

LB 403

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.

Fiscal Years

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.

Qualification Terms and Conditions

The City will not pay any costs incurred by the firm in preparing or submitting the proposal. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all qualifications, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

Title VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Section 504/ADA Notice to the Public

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Jerry Janulewicz
308-385-5444, extension 140
100 East First Street, Grand Island, NE 68801 Monday
through Friday; 8:00 a.m. to 5:00 p.m.