



Board of Alderman Request for Action

MEETING DATE: 12/7/2021

DEPARTMENT: Parks and Recreation

AGENDA ITEM: RES 1003 - Purchase of Diamond Crest Park Playground Equipment

REQUESTED BOARD ACTION:

Motion to approve Resolution 1003, purchase of Diamond Crest Park Playground Equipment.

SUMMARY:

The Parks and Recreation Master Plan indicated that in year one, the process of upgrading neighborhood parks begin with the initial focus on Diamond Crest Park. This is the park where the splash pad located. The FY 2022 budget includes \$275,000 of parks and stormwater sales tax for the development of Diamond Crest Park. This includes a playground, fencing and sidewalks.

Through the Greenbush Purchasing Cooperative, staff worked with ABCreative, Inc. on the design of the playground

The Parks and Recreation Committee met on August 26, 2021 to discuss desire design, type of surfacing and preferred amenities for Diamond Crest playground. A draft design was created and presented to the Parks and Recreation Committee on October 28, 2021. Feedback was provided on equipment and surfacing. The design was also shared on Next Door to the surrounding neighborhoods near Diamond Crest Park. 82% were happy with the playground equipment.

In the final proposal ABCreative, Inc. included a staff recommendation of excavation necessary to level the surfacing with the ground and provide a 2' ribbon around playground that includes proper drainage.

Total cost is \$214,812.

PREVIOUS ACTION:

POLICY OBJECTIVE:

N/A

FINANCIAL CONSIDERATIONS:

FY22 Parks and Stormwater Sales Tax budget includes \$275,000 for the development of Diamond Crest Park.

ATTACHMENTS:

- | | |
|---|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Playground Design and Example of Concrete Ribbon | |

RESOLUTION 1003

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF DIAMOND CREST PLAGROUND EQUIPMENT THROUGH THE COOPERATIVE PURCHASING AGREEMENT WITH GREENBUSH IN THE AMOUNT OF \$214,812

WHEREAS, the improvements to Diamond Crest Park were included in the Parks and Recreation Master Plan; and

WHEREAS, the Parks and Stormwater Sales Tax includes funds for the playground equipment; and

WHEREAS, the City Code Section 105.080.C authorizes staff to utilize cooperative purchase agreements; and

WHEREAS, design of the improvements have been reviewed by the Parks and Recreation Committee and neighborhood residents; and

WHEREAS, staff has made a recommendation to purchase the planned for equipment from ABCreative Inc., through the cooperative purchasing agreement with the Greenbush.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT staff is hereby authorized and directed to purchase said equipment from ABCreative Inc., in the amount \$214,812.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 7th of November 2021.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



2-5 Section



5-12 Section



Overview with Inclusive Swing



© ABcreative

Concrete Ribbon Example



Floor Plans

Diamond Crest Park



Creating your perfect park and playground since 1993

33160 W. 83rd Street

De Soto, KS 66018

www.abcreative.net

Main Office: 913-583-3332

PROPOSAL:

Name	Matthew Denton
Address	107 W Main Street Smithville, MO 64089
Date	12/1/2021

Bill To:	
Name	Matthew Denton
Address	107 W Main Street Smithville, MO 64089
Phone	816-532-8130
Email	mdenton@smithvillemo.org

Ship To:	
Name	Matthew Denton
Address	107 W Main Street Smithville, MO 64089
Phone	816-532-8130
Email	mdenton@smithvillemo.org

Thank you for this opportunity and we look forward to working with you!

Pmt Terms: 50% Down, Net 30

Qty	Description	Unit Price	Total
1	Burke Playground Equipment per drawing "Diamond Crest Site Layout". Includes 5-12 playground structure, Brava Universal Swing, and 2-bay single post swing with 2 belt, 1 tot, and 1 Konnection Seat	\$ 57,479.00	\$57,479.00
1	Freight to the location	\$ 3,500.00	\$3,500.00
1	Greenbush Purchasing Cooperative discount per ESC-PLAYGROUNDREC-2021	\$ (4,600.00)	-\$4,600.00
1	Installation of all Burke equipment listed above. Installation of all items listed above per manufacturer specifications by experienced, insured, CPSI, NPCAI and manufacturer certified installers. Includes equipment installation, concrete footings for equipment per manufacturer specifications. All spoils left on site within 50' of install site. EXCLUDES: backfill, site restoration, survey, or anything not specifically mentioned above.	\$ 19,100.00	\$19,100.00
1	4,759 sf of ForeverLawn Playground Grass Ultra delivered and installed. Includes 3" compacted stone base, perimeter boards, 2" SafetyFoam Pro fall attenuation pad, 2 Medium Playmounds to measure 8' x 18", 2 Standard Bridges 8' x 4' x 34", 1 Chalkboard Hopscotch Funsert, 1 Number Snake Funsert, crumb rubber infill, and all supplies.	\$ 118,018.00	\$118,018.00
1	Greenbush Purchasing Cooperative discount per ESC-PLAYGROUNDREC-2021	\$ (3,730.00)	-\$3,730.00
1	Excavation as necessary to prepare site - approximately 6,000 sf including sidewalks and 2' "ribbon" around playground, supply and install 4" ADS perforated drain tile with sock embedded in clean 3/4" stone filled to existing grade, and supply and install 2' wide concrete "ribbon" around the perimeter of entire playground area	\$ 25,045.00	\$25,045.00
*Proposal must be approved at December 7th board meeting to hold current pricing			
This Quote does NOT include Sales Tax. Applicable Sales Tax will be charged and collected at time of Invoice unless a Tax Exemption Certificate is provided.			
Total			\$214,812.00

_____ (Acknowledge With Initials) **Credit Cards:** ABcreative will accept American Express, MasterCard, and Visa credit cards for the payment of Invoices. Those who wish to pay with a credit card after utilizing NET TERMS will be subject to a 3.5% service fee applied at the time of payment.

_____ (Acknowledge With Initials) **Deposits:** Manufactures that require a Material Deposit must be paid at the time of order or Executed Contract. Deposits are NOT subject to retainage. Non-payment of Deposit Invoices will not result in penalty to ABcreative.

The Material Deposit required for this order is: \$107,406.00

ABcreative General Terms & Special Conditions

_____ (Acknowledge With Initials) The terms and conditions set forth in this agreement, and the Customer purchase order accepted by us, shall in all respects govern the sale. To the extent any other agreements exist between the Customer and ABcreative, the terms stated herein shall control. On all ABcreative proposals, the Customer is responsible for completeness, accuracy and conformity to their plans and specifications. ABcreative will not proceed with orders until all details such as materials, options, colors, etc. are complete and accurate.

_____ (Acknowledge With Initials) **Pricing:** Product prices for the referenced Proposal/Quote are firm for 30 days. Freight estimates are assumed to be a single shipment and are firm for 10 days from Proposal/Quote date. Any applicable taxes not shown will be applied at the time of order. Tax Exemption Certificates verifying tax exempt must be submitted prior to authorizing a product order.

_____ (Acknowledge With Initials) **Shipping:** Shipping Schedules/Lead-times are specific to the manufactures ABcreative represents and can vary based on the time of year product orders are placed. At the time an order is placed, ABcreative will provide an Order Acknowledgment that includes an estimated shipping and delivery schedule. Shipping and delivery dates are not guaranteed.

_____ (Acknowledge With Initials) **Delivery & Acceptance:** It is the responsibility of the Customer to designate a Customer Representative to accept, offload and securely store product. A Customer Representative's name, delivery address and a direct contact phone number is required at time of any order. For truckload type deliveries where equipment is packaged in crates or wrapped on pallets, Customers are required to have access to and the capability to operate the appropriate machinery required for safe product offloading. Offloading product is at the sole expense and risk of the Customer. When accepting deliveries, it is the Customer's responsibility to visually inspect packages for correct package labeling, signs of damage, and verify the number of packages delivered as per the Bill of Lading issued by the delivery agent. Any shortage, discrepancy or content damages must be noted (and photographed, for record) on the delivery ticket and acknowledged by the delivery driver. It is the Customer's responsibility to open and inspect accepted deliveries to verify contents within five (5) days of delivery. Concealed damage must be reported within ten (10) calendar days of the receiving date or be subject to potential additional charges for new/replacement equipment orders, re-shipping fees and ancillary handling and administrative fees.

_____ (Acknowledge With Initials) **Returns:** Returns are subject to the manufactures' restocking fee terms. Returns must be processed within 45 days of the Bill of Lading ticket date for delivery. All returnable products must include original packaging, have never been installed and have been securely stored in an indoor facility until a return is processed. Please contact your ABcreative Project Manager to request a Return Authorization Ticket.

_____ (Acknowledge With Initials) **Warranty:** All claims for warranty should be called into your ABcreative Project Manager. Safekeeping of Owner's Manuals, product specifications and related purchasing documents is critical for referencing component parts required for future repairs and maintenance. Manufacturer's warranties are varied and will be provided at the time of delivery. Replacement of vandalized or stolen parts is not covered by warranty. All product warranties originate with the product manufacturer and ABcreative does not provide any separate warranty, whether expressed or implied.

_____ (Acknowledge With Initials) **Insurance Requirements:** ABcreative maintains Worker's Compensation and Commercial General Liability insurance coverages.

_____ (Acknowledge With Initials) **Installation Services & Site Access:** ABcreative Proposals/Quotes that include an Installation price assume normal soil conditions, full access to a level project site and project site accessibility for all necessary machinery and equipment. ABcreative Proposals/Quotes do not include rock excavation (See Rock Clause Above), hand digging or grading to level. Rock excavation; hand digging; and/or grading necessary to achieve a level project site, will result in additional charges to be paid by the Customer. Protection for proper curing periods for concrete footings is the Customer's responsibility. All underground private assets in a project area must be located by the Customer. Examples of underground private assets includes, but is not limited to irrigation, sewer, storm drains, pet containment systems, drain lines, utilities, fiber optic, and electrical. ABcreative is not responsible for damage or repairs to any underground private asset not marked prior to installation.

_____ (Acknowledge With Initials) **Rescheduling:** A \$1,500 remobilization fee will be charged when ABcreative installation crews are restricted or not allowed to access project sites to perform work on an approved, scheduled installation date. Rescheduling of lost work days will be at the discretion of ABcreative based on the availability of personnel and without penalty.

_____ (Acknowledge With Initials) **Rock Clause:** ABcreative Proposals/Quotes that include an Installation price are subject to a "Rock Clause" whereby when underground rock encountered during installation in excess of 12-inches square by 2-inches thick will incur additional charges as follows: \$750 first hour (one hour minimum) and \$195 for each additional hour - Reg Rate (Does NOT include Prevailing Wage). Work onsite will NOT stop or be delayed for authorization to proceed.

_____ () -
(Name/Ph. Number of Customer Representative Accepting
Delivery

Shipping Address

To accept this quote, please print name, sign, date and return to ABcreative.
After signature, this form becomes contract for purchase of item(s) mentioned above. Credit card payments accepted on condition.

Print Name

Signature

Date