

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2018-57

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PLAYCRAFT SYSTEMS, INC., TO CONSTRUCT THE TOWN PARK PLAYGROUND PROJECT FOR \$288,520

WHEREAS, the Town Park Playground Project is an approved component of the City of Unalaska Capital & Major Maintenance Program; and

WHEREAS, the City of Unalaska has determined that it is in the best interests of the residents of the City of Unalaska to have such a project; and

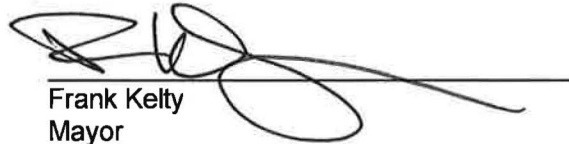
WHEREAS, the City of Unalaska has provided funding for such project; and

WHEREAS, after soliciting for sealed bids as prescribed by the City of Unalaska Purchasing Policy, a negotiated scope of work was agreed upon with Playcraft Systems, Inc., an experienced Playground equipment supplier, to construct Option B of the Technical Proposal as submitted by Alaska Playground Specialists; and

WHEREAS, the methodology by which this work will be awarded has been deemed fair and reasonable and within the project's budget.

NOW THEREFORE BE IT RESOLVED that the City Council authorizes the City Manager to enter into an agreement with Playcraft Systems, Inc. to construct the Town Park Playground Project for \$288,520.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on October 9, 2018.


Frank Kelty
Mayor

ATTEST:


Marjie Veeder
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Tom Cohenour, Director of Public Works
Through: Thomas Thomas, City Manager
Date: October 9, 2018
Re: Resolution 2018-57: A Resolution Authorizing the City Manager to Enter into an Agreement with Playcraft Systems, Inc. to Construct the Town Park Playground Project for \$288,520

SUMMARY: Resolution 2018-57 will award the Town Park Playground Project to Playcraft Systems, Inc. for \$288,520. Funding will come from the Project's budget, MUNIS Project PR19A, funded at \$339,986 as of this writing.

PREVIOUS COUNCIL ACTION: Council funded this project via the FY2019 CMMP and Budget Ordinance 2018-04, adopted May 22, 2018. Council has taken no further action on this Project.

BACKGROUND: Staff advertised for sealed bids to construct the Project and two proposals were received.

1. Northern Alaska Contractors \$537,000.00
2. Alaska Playground Specialists..... \$335,036.39

The project budget was not sufficient to cover the low bid plus contingency, Construction Administration, and Inspection Services. So, Staff reduced project scope by removing a few ancillary play items and negotiated revised pricing with the low bidder.

A resolution was placed on the Council agenda to award the work with revised pricing to Alaska Playground Specialists. However, Staff pulled Resolution 2018-50 from the Council agenda because a State licensing issue with Alaska Playground Specialists came to light at the last minute. Subsequently, the two bidders were notified that the award had been canceled.

DISCUSSION: Alaska Playground Specialists was not in compliance with State regulations, which rendered their business license inactive and excluded them from being awarded the work. Staff considered three other procurement options:

1. Rebidding the work. Given the small bid market, the likelihood of getting lower pricing was considered doubtful.
2. Negotiating with the high bidder. In light of the significantly higher bid price and with the award canceled because of the State license issue, lower pricing was again considered doubtful.

3. A third option of using a National Contract was explored. National Intergovernmental Purchasing Alliance (IPA) issued a Request for Proposals (RFP #17-03) for Playground Systems and Installation. Playcraft Systems was the low bidder and received a contract award effective May 1, 2017 thru April 30, 2020.

Playcraft Systems, Inc. was approached to provide National IPA pricing with a turnkey installation contingent on the following:

- Installation by end of FY2019.
- Using Westside Flooring LLC, an installer who is qualified to contract work in Alaska.
- Provide payment and performance bonds, DOL wages, insurance and other requirements of the contract.
- Execute the contract for the bid amount and perform the work. Playcraft Systems, Inc.'s turnkey pricing under the National IPA contract is \$288,520, including installation by Westside Flooring, LLC.

The methodology employed in order to award the work is fair and reasonable given that the National IPA process meets standards set by the City's Purchasing Policy. Playcraft Systems, Inc. and Westside Flooring, LLC are a reputable manufacturer / installer team with excellent references from within Alaska. Resolution 2018-57 will award the negotiated work to Playcraft Systems, Inc. for \$288,520.

ALTERNATIVES: Council may elect to re-advertise the work or not to award at this time. Staff is always willing to take direction from Council.

FINANCIAL IMPLICATIONS: The current budget for the project is able to absorb the bid price. After award, the project budget will contain \$51,466 which will be used for contingency, Construction Administration, and Inspection Services.

LEGAL:

STAFF RECOMMENDATION: I recommend Council award the work to Playcraft Systems, Inc., a nationwide manufacturer of playground equipment, who will work with Westside Flooring, LLC to perform the installation.

PROPOSED MOTION: I move to approve Resolution 2018-57 and award the work to Playcraft Systems, Inc. for \$288,520.

CITY MANAGER COMMENTS: I support the Staff Recommendation.

ATTACHMENTS:

1. Procurement Methodology Memo from City Engineer
2. Playcraft Status Letter from National Intergovernmental Purchasing Alliance
3. Playcraft Price Quote
4. Contract Form between City and Playcraft



MEMORANDUM

TO: Thomas Thomas, City Manager
CC: Clay Darnell, Director of Finance
FROM: Robert Lund, City Engineer
DATE: September 13, 2018
SUBJECT: Procurement – Town Park Improvements
PR19A/DPW 19101

Digitally signed by Robert Lund
DN: cn=Robert Lund, o=Department of Public
Works, ou, email=rlund@ci.unalaska.ak.us, c=US
Date: 2018.09.13 17:10:28 -08'00'

This memorandum elaborates on the procurement mechanism proposed to source playground equipment for the Town Park Improvements Project. This procurement is for playground equipment and installation.

Available Budget:

PR19A Town Park Improvements	-	\$340,000
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Per the purchasing policy construction contracts over \$100,000 require a public bid process. Sole source procurements require that either no other source is available or the provider has already undergone a competitive pricing procedure through another domestic government entity.

In June/July 2018 plans for the playground equipment and turnkey installation DPW publically bid and the following bids were received from partnerships between installers and manufacturers on July 16, 2018.

1. Alaska Playground Specialists/PlayCraft	-	\$335,036
2. Northern Alaska Contractors/Sitelines	-	\$537,000

These bids were good for 60 days. Subsequently, DPW negotiated a revised price with the low bidder by removing some ancillary play equipment. However; the installer Alaska Playground Specialists was proven to be unqualified due to unresolved issues with their Alaska Contractors and Business License due to lapsing in providing bonding and insurance information to the State of Alaska in 2018.

1. Alaska Playground Systems/PlayCraft Rev1	-	\$288,520
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DPW also acquired manufacturers that were provided to another reputable installer who declined to bid. Prior to releasing the bid tabs, DPW contacted the other installer who declined to bid, and was given a verbal price of "I would have bid about \$550,000". These prices are for playground equipment only and do not include installation.

- | | | |
|-------------|---|-----------|
| 1. ExerPlay | - | \$234,698 |
| 2. GamePlay | - | \$247,037 |

Both bidders notified that due to the unresponsive bid and budget shortfalls that the project would be rebid.

DPW and PCR considered procurement options such as rebidding the project or negotiating with Northern Alaska Contractors/Sitelines. Given the small bid market and the inefficiencies of both, getting a lower price is unlikely, so a third option was approached using a National Contract – National IPA.

<http://www.nationalipa.org/Vendors/Pages/KraussCraftInc.aspx#tabs-contract>

As PlayCraft was the lowest cost manufacturer during the bid phase they were approached to provide National IPA pricing with a turnkey installation contingent on the following.

1. Installation by end of FY2019
2. Use an installer who is qualified to contract work in Alaska
3. Provide payment and performance bonds, DOL wages, insurance and other requirements of the bid contract, and
4. Execute the bid contract and perform the work under it

PlayCraft's turnkey pricing under the National IPA contract is:

- | | | |
|---------------------------------|---|-----------|
| 1. Westside Flooring*/PlayCraft | - | \$288,520 |
|---------------------------------|---|-----------|
- *Westside Flooring has the same owners as Alaska Playground Specialists

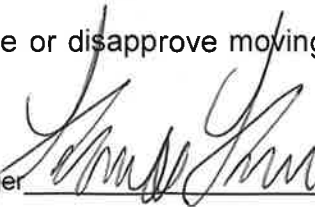
The methodology employed seems fair and reasonable given the National IPA process meets the purchasing policy. PlayCraft and Alaska Playground Specialists/Westside Flooring are a reputable manufacturer/installer team with excellent references from within Alaska.

JBER Military Base
Jody Kuhns - Safety & Quality Assurance Manager
Phone: 907-297-9881
Email: jkuhns@jlproperties.com
Address: JBER Military Base, Anchorage, AK 99505

Please indicate below if you approve or disapprove moving this contract to council for award.

- Approved
 Not Approved

City Manager



Date

9-26-18



2555 Meridian Blvd., Suite 300, Franklin, TN 37067

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE

April 28, 2017

C. J. Schatza
Vice President
Playcraft Systems
123 North Valley Drive
Grants Pass, OR 97526

Re: Award of Contract # R170304

Dear Mr. Schatza:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on April 25, 2017, National IPA is pleased to announce that Playcraft Systems has been awarded an annual contract for the following, based on the sealed proposal (RFP# 17-03) submitted on March 15, 2017:

Commodity/Service

Playground Systems, Installation,
Service and Related Items

Supplier

Playcraft Systems

This contract is effective May 1, 2017 and will expire on April 30, 2020. As indicated above, your Contract # is R170304. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/National IPA and Playcraft Systems.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business. If you have any questions, please contact Al Piper, Contract Manager assigned to your contract at phone # 615-380-1307 or alan.piper@nationalipa.org

Sincerely,

Al Piper, CPPB
Contract Manager



A PLAYCORE Company

QUOTATION

DATE: 9/10/2018

QUOTE VALID TILL: 10/10/2018

QUOTE #: 13636 - 2

BILL TO

DEPARTMENT OF PUBLIC WORKS
CITY OF UNALASKA
P.O. BOX 610
UNALASKA, AK 99685
907-581-1260

SHIP TO

TOWN PARK
CITY OF UNALASKA
15 W BROADWAY AVENUE
UNALASKA, AK 99685
907-581-1260

TOWN PARK - OPTION 2

PAYMENT TERMS: 50% DOWN/NET 30

PART NUMBER	DESCRIPTION	QUANTITY	RETAIL	TOTAL
1	DEMOLITION	1	\$10,000.00	\$10,000.00
2	FUN TIMBER BORDER	1	\$3,600.00	\$3,600.00
3	SITE PREPARATION & PLAYGROUND SURFACING	1	\$152,370.00	\$152,370.00
4	PLAYGROUND EQUIPMENT	1	\$122,550.00	\$122,550.00
			GRAND TOTAL	\$288,520.00

TERMS & CONDITIONS

QUOTE IS VALID FOR 30 DAYS AFTER STATED QUOTE DATE

ANY CANCELLATION AFTER THEH PURCHASE ORDER IS SUBJECT TO A 30% RESTOCKING FEE

QUOTE DOES NOT CONTAIN LOCAL/FEDERAL SALES TAX

NATIONAL IPA CONTRACT# R170304

PLAYCRAFT SYSTEMS, LLC
123 NORTH VALLEY DRIVE, GRANTS PASS, OR 97526
1-800-333-8519

WWW.PLAYCRAFTSYSTEMS.COM

TOWN PARK SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP	ACCESSIBLE	GROUND	TYPES
14	12/7	0	10/5	5/3	

R5

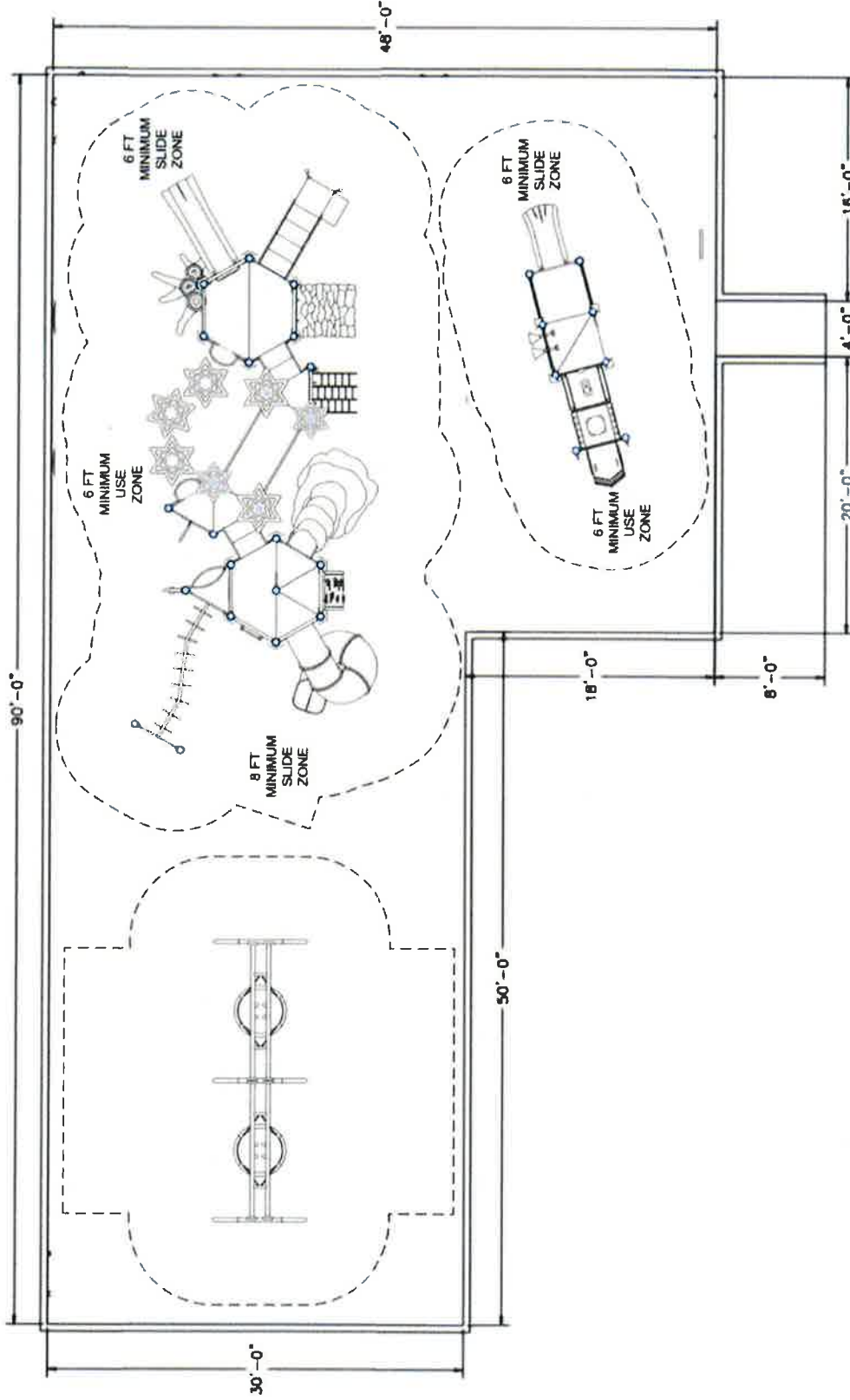
FOR KIDS
AGES
[Mixed]

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: PCD18362C5B

DATE: 7/18/2018

DRAWN BY: KLF

MIN. USE ZONE: 88' x 48'

PLAYCRAFT REP:

Playcraft Direct, Inc.



**STANDARD FORM OF AGREEMENT
BETWEEN THE OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2018, by and between the **City of Unalaska** (hereinafter called **OWNER**) and **Playcraft Systems, Inc.** (hereinafter called **CONTRACTOR**).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. THE WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

The work will include, but not be limited to, furnishing all labor, tools, equipment, and materials and performing all operations in connection with the **TOWN PARK PLAYGROUND**. The Work includes demolition of existing playground equipment and rubber safety tiles, expanding the play area with new border, and installing new playground equipment and a rubber safety tile system.

1. Project Location: 15 W. Broadway Avenue, Unalaska, Alaska 99685
2. Owner: City of Unalaska, Department of Parks, Culture and Recreation

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consists of the following:

- Construction Drawings (Plan Sheets)
- Technical Specifications
- Technical Proposals
- Agreement
- State of Alaska Title 36 Wage Rate Requirements and Federal Davis Bacon Requirements
- Instructions to Bidders
- Bid Forms
- Performance Bond
- Payment Bond
- General Conditions
- Supplementary Conditions
- Permits
- Change Orders which may be delivered or issued after Effective Date of the Agreement and not attached hereto.

Article 2. CONTRACT TIME

2.1 The CONTRACTOR is allowed **90-days** for this work. Once field construction starts, all work shall be completed within **30-days** from the start date.

2.2 Liquidated Damages. The OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the work is not completed within the times specified above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. These losses include inconvenience to the City, administration and inspection costs, loss of efficiency and general inconvenience to the public. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the work is not completed on time. Accordingly, instead of

requiring any such proof, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the OWNER, for each project shown above, Five Hundred Dollars (**\$500.00**) for each day that expires after the time specified above for *Final Completion* and readiness for final payment.

Article 3. CONTRACT PRICE

- 3.1 The OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount equal to sum of the established unit prices for each separately identified item of unit price work multiplied by the measured quantity of actual items installed plus the sum of the lump sum prices for each separately identified and selected bid item (herein referred to as the "Contract Sum").
- 3.2 The Contract sum to construct Option B of the Technical Proposal is **\$288,520** (Two Hundred Eighty Eight Thousand, Five Hundred Twenty Dollars).

Article 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Applications for Payment will be processed by the OWNER as provided in the General Conditions.

- 4.1 Progress Payments. The OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about a day of the month mutually agreeable to the OWNER and CONTRACTOR as agreed to at the preconstruction conference. All progress payments will be on the basis of the progress of the work measured by the actual installed quantity of items, plus allowances for stockpiled materials.
- 4.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with Article 13 (paragraph 13.8) of the General Conditions and the Supplemental Conditions.
- a. Ninety percent of work completed.
 - b. Once 50 percent of the work is complete as determined by the OWNER, and if the character and progress of the work have been satisfactory to the OWNER, the OWNER, may determine that, as long as the character and progress of the work completed; in which case, the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the work completed.
- 4.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with Article 13 of the General Conditions.
- 4.2 Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions; Affidavit of Payment of Debts and Claims; Affidavit of Release of Liens; and Receipt of Consent of Surety Company to Final Payment, the OWNER shall pay the remainder of the Contract Price as provided in said Article 13.

- 4.2.1 Deductions. The City may deduct from the amount of any payment made to Contractor any sums owed to City by Contractor including, but not limited to, past due sales tax, port and harbor fees, property tax, or rent. Before making any such deduction the City shall have provided Contractor written notice of the amount claimed by City to be due and owing from Contractor.

Article 5. INTEREST ON RETAINAGE

All retainage shall bear interest at the rate required by AS 36.90.250, if applicable.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the OWNER to enter into this agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- 6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance, or furnishing of the work as CONTRACTOR considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.4 of the General Conditions.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given the OWNER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the OWNER is acceptable to CONTRACTOR.

Article 7. MISCELLANEOUS

- 7.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 7.2 The CONTRACTOR shall submit the Performance Bond, Labor and Material Payment Bonds, and Certification of Insurance and City of Unalaska business licenses and all Subcontractor City of Unalaska business licenses as required by the Contract Documents, prior to commencement of

