

**CITY OF BEL AIRE, KANSAS**  
Request for Proposal for  
Eagle Lake Park Playground Improvements

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**Publication Date:**  
**November 4, 2024**



**Proposal Deadline:**  
**November 18, 2024**

# Overview

The City of Bel Aire is accepting bids for renovation of an existing playground at Eagle Lake Park, new play equipment, safety surface, that may require some grading and drainage improvements.

Contractors submitting a proposal should review the procurement requirements listed. Specifically, the selected contractor will be required to:

- Provide project costs for crews and equipment, anticipated mobilization time, and anticipated project completion time.
- Responsibility for providing all materials and equipment necessary for fabrication, construction, and/or installation of this project.
- Properly dispose of all waste generated from the project.
- No work shall be done after 5:30 PM or before 7:00 AM, nor at any time on Saturday, Sunday, or holidays, except with the written permission of the city or in case of an emergency.

## PROPOSAL SUBMITTAL

Proposal responses shall be submitted on the Proposal Submission Form. All costs are to be final.

Questions from contractors shall be accepted by the Director of Recreation – Brian Hayes via email or phone. Emails shall be submitted to [bhayes@belaireks.gov](mailto:bhayes@belaireks.gov) or by phone 316-744-2451 ext. 301.

Completed proposals Bids shall be submitted to [mkrehbiel@belairks.gov](mailto:mkrehbiel@belairks.gov) no later than 5:00 p.m. on November 22, 2024. The City reserves the right to reject all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City's sole discretion. Submitting your proposal indicates your acceptance of all the additional terms and conditions attached in Exhibit A.

## GENERAL SCOPE OF SERVICE

1. Renovation of existing playground. Remove old play equipment, remove sand play surface, install new safety surface, install new play equipment. See picture and specifications below.



### Equipment

- Existing swing set and perimeter sidewalk will remain
- Remove & dispose of existing post & platform playset structure
- **Playset Replacement**
  - 2-12 age group
  - 2 shaded towers
  - 10+ activities
  - 50+ capacity
  - Fall height 6'
  - 3.5" post size
  - Steel elements: polyester powder coated
- **1 Spring Rider**
  - 2-12-year age range
  - 1 person capacity
- **Standing Spinner**
  - 5-12-year age range
  - 1-2-person capacity
- **Tandem Swing**
  - 2-person capacity (adult/child)
  - to be installed on existing swing set
- IPEMA certified
- Freight, Installation, and Warranty

### Safety Surface

- Existing perimeter sidewalk will remain
- Remove & dispose of existing sand
- **Synthetic Turf**
  - 1988 sf for 6' fall height & 1954 sf for 10' fall height
  - sub surface drainage
  - proper sub surface components for fall heights
  - envirofill or equivalent infill material
- IPEMA certified
- Freight
- Installation
- Warranty

## **MINIMUM INSURANCE AND BONDING REQUIREMENTS**

Contract awards shall be made only to contractors that possess the ability to perform successfully under the terms and conditions of a proposed procurement. Contracts awarded shall include the following guarantee:

A performance bond on the part of the contractor for 100% of the contract price for any contract exceeding the sum of \$100,000.

All construction contractors and subcontractors are to carry Workman's Compensation Insurance for all employees who work on the premises, as well as:

- a. Manufacturers and Contractor's Public Liability Insurance as appropriate for the project (Minimum requirement - \$1,000,000)
- b. Property Damage Insurance to protect them from claims for property damage. (Minimum requirement - \$1,000,000)
- b. Any and all additional insurance required by the laws of the State of Kansas.

All proof of insurance and bond documents shall be provided to the City Clerk prior to Contractor beginning work on any City project.

## **INSTRUCTIONS TO BIDDERS**

1. A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder to provide the work specified in the Request for Bids for the compensation specified.
2. Bids shall be clearly marked with the work name, contact person, mailing address, and telephone number of the Bidder.
3. It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the City's possession by or before the time and date designated in the Request for Bids. Bids will not be accepted after the designated time and date.
4. If a mistake is made or discovered during or after the Bid review, the City reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the City, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid, and the contract and attached documents (the "Contract Documents"). Bidders shall notify the City immediately of any errors or omissions that are encountered.
5. The City shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.

6. Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The City is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
7. The following information shall be submitted with the Bid:
  - a) The names of staff personnel who will be assigned to the work.
  - b) A proposed scope of work and schedule, including any alternatives that can be identified.
  - c) The Bidder is expected to review the work site prior to submittal of the Bid.
  - d) The names of any subcontractors who will be retained for the work.
  - e) A list of the Bidder's previous experience on similar projects.
8. At least five (5) business days prior to the commencement of the contract, the Contract Manager or his appointee will confer with the Contractor and review the total specification requirements and scheduling proposed by the Contractor.
9. The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the contract, the site and conditions of delivery, and other applicable law.
10. The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. The City reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The City does not base its award on prices alone. Also to be considered are: quality of product; past experience with the Bidder; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
11. The City reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the City that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
12. The City reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false,

or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the City further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.

13. No Bid shall include federal excise taxes or state or local sales or use taxes.

14. Any Bid received as a result of this request is prepared at the Bidder's expense and becomes City property and is therefore a public record upon opening by the City.

### **CONTACT INFORMATION**

#### **Director of Recreation**

Brian Hayes

Office: 316-744-2451 x301

5251 E. 48<sup>th</sup> St. N, 67220

Email: [bhayes@belaireks.gov](mailto:bhayes@belaireks.gov)

### **SCHEDULE**

The following is a projected and tentative schedule of events:

<b>Date</b>	<b>Event</b>
Nov 4, 2024	RFP issued
Nov 18, 2024, 5 p.m.	Final day responses to questions will be provided
Nov 22, 2024, 5 p.m.	Proposals due
Dec 3, 2024, 7 p.m.	Bid/Proposal selected at City Council meeting



## PROPOSAL SUBMISSION FORM

### City of Bel Aire – Eagle Lake Park Playground Improvements

1. COMPANY NAME \_\_\_\_\_

2. ADDRESS (Home Office) \_\_\_\_\_

3. TELEPHONE NUMBER (office) \_\_\_\_\_ (cell) \_\_\_\_\_

4. NUMBER OF FULL-TIME EMPLOYEES \_\_\_\_\_

5. OWNERSHIP

\_\_\_\_\_ Sole Proprietor

\_\_\_\_\_ Other – Please Specify

\_\_\_\_\_ Limited Partnership

### PROPOSAL PRICES

Eagle Lake Park Playground Improvements		
ITEM A – Removal and Disposal	QTY	AMOUNT
A1: Remove and dispose of existing playset	1	
A2: Remove and dispose of existing sand	1	
A3: Remove and replace existing swing set	1	
ITEM B – Materials/Installation		
B1: Playset and installation	1	
B2: Spring Rider (5-12 yr age range and 1 person capacity)	1	
B3: Standing Spinner (5-12 yr age range and 1 person capacity)	1	
B4: Tandem Swing (2-person capacity for adult/child) and installation	1	
B5: Synthetic turf and installation	1	
<b>TOTAL PRICE</b>	<b>\$</b>	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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Name/Title of Authorized Representative

EXHIBIT A - CITY OF BEL AIRE, KANSAS  
TERMS AND CONDITIONS

The attached Purchase Order/Quotation/Proposal, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Vendor named on the Purchase Order/Quotation/Proposal.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation/Proposal shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation/Proposal have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Vendor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Vendor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Vendor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation/Proposal and approved by the City's Governing Body.
8. The City and vendor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.
9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.



10. The City shall not hold harmless or indemnify the Vendor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Vendor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Vendor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Vendor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Vendor shall be in default of this Contract in the event that Vendor (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by vendor for the purpose of accomplishing any of the above actions.
16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation/Proposal, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Vendor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Vendor must notify City immediately. Upon Vendor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

18. Vendor must immediately notify City of any safety recall notices of products, goods and services Vendor has provided to City. In addition, Vendor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
  - b. In all solicitations or advertisement for employees, the vendor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
  - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
  - d. Vendor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or vendor.
  - e. Exempted from these requirements are:
    - (1) Any vendor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
    - (2) Any vendor who employs fewer than four (4) employees during the term of this Contract.
    - (3) Vendors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
  - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the vendor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the vendor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.