



STAFF REPORT

DATE: May 10, 2022
TO: City Council
FROM: Dale Summersille, Parks and Community Services Director
SUBJECT: Arroyo Park Shade Structure for the Aquatics Complex

Recommendation:

Approve the Resolution authorizing the City Manager to negotiate and execute a Contract with Park Planet for the purchase and installation of shade structures for inside the Arroyo Aquatics Complex.

Fiscal Impact

Total cost for this project is estimated at \$52,772.91 which includes the installation of 2 new 20x30 ft shade structures for the inside of the Arroyo Aquatics Complex. Funding sources for this project are using a combination of funds from the Proposition 68 Recreational Infrastructure Revenue Enhancement (RIRE) Grant and Park Impact Fees.

Council Goals

This project is consistent with the following 2021-2023 City Council Goals:
Ensure a Safe, Healthy, Equitable Community
Fund, Maintain and Improve the Infrastructure

Commission Input

This item was presented and approved unanimously at the April 20, 2022 Recreation and Park Commission. A motion was made by D. Siegel, seconded by M. Chambers and approved unanimously.

Background

The issue of shade at Arroyo Park has been an ongoing topic and has been requested by many residents, as well as noted in the 2012 Master Plan. The City of Davis was a recipient the Proposition 68 RIRE Grant (\$250,000). In working together with one of the City's on-call landscaping firm, Stantec, it was determined that there would be sufficient funding for shading inside the complex as well as the outside from the combination of grant monies and Park Impact Fees. The decision was made to pursue the shade structure for the inside first so that the structures would be installed for the 2022 Summer season.

Below is a map of the proposed shade structures that will be located inside the Arroyo Aquatics Complex:



Below is a rendering of the proposed shade structures to be installed inside the Arroyo Aquatics Complex:



The shade structures are 20x30 and 10 ft high. The fabric used for the shade is California Fire Marshall approved and UV rated. The total cost of \$52,772.91 includes: engineering, drawings, calculations, materials and installation of the footings and structures. Staff is recommending to go with a blue fabric that is similar to the aquatics center colors (blue fabric with white posts similar to the above rendering).

As per Davis Municipal Code (DMC) the City is required to engage in competitive bidding for equipment procurements in excess of \$50,000 pursuant to Section 15.02.050. However, as per the 2019 adopted Section 15.02.130 added to Article 15.02 (Purchases) of Chapter 15 (Finance and Taxation) of the Davis Municipal code: 15.02.130 Exceptions. Sections 15.02.040, 15.02.050 and 15.02.110 shall not apply to the purchase of supplies, services, and equipment under the following circumstances:

(d) When it is determined by the City Manager that it is in the City's best interests to procure the supplies, services, or equipment through a cooperative purchasing program, such as programs through other governmental jurisdictions and public agencies, or cooperative purchasing organizations including, without limitation, the California Multiple Award Schedule (CMAS), the General Services Administration (GSA), the U.S. Communities Government Purchasing Alliance, OMNIA Partners, and the Western States Contracting Alliance (WSCA), National Joint Powers Alliance (NJPA); National Cooperative Purchasing Alliance (NCPA.);

Staff is recommending to use the cooperative purchasing ordinance to procure and install the shade structures for inside the Arroyo Aquatics Complex. The City benefits from other public agencies competitive bidding processes and the ability to leverage those agencies' national buying power, thereby saving staff time and other financial resources. Through this process, the City receives the lowest available pricing, meets the competitive bid process requirements. Park Planet is a member of a cooperative purchasing organization.

Construction of the shade structure located inside the Arroyo Aquatics center should be completed by mid-Summer 2022.

Attachments:

1. Resolution
2. Purchase Agreement

RESOLUTION NO. 22-XXX, SERIES 2022

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PARK PLANET FOR THE PURCHASE AND INSTALLATION OF SHADE STRUCTURES AT ARROYO PARK

WHEREAS, City staff are seeking approval from the City Council to use the cooperative purchasing ordinance for the procurement and installation of two (2) shade structures at the Arroyo Aquatics Complex; and

WHEREAS, the City of Davis was a recipient of the Proposition 68 RIRE grant funds; and

WHEREAS, City Council approves procurement equipment for Arroyo Aquatics Complex using Section 15.02.130 to Article 15.02 (Purchases) of Chapter 15 (Finance and Taxation) of the Davis Municipal Code Exceptions:

Sections 15.02.040, 15.02.050 and 15.02.110 shall not apply to the purchase of supplies, services, and equipment under the following circumstances:

- (d) When it is determined by the City Manager that it is in the City's best interests to procure the supplies, services, or equipment through a cooperative purchasing program, such as programs through other governmental jurisdictions and public agencies, or cooperative purchasing organizations including, without limitation, the California Multiple Award Schedule (CMAS), the General Services Administration (GSA), the U.S. Communities Government Purchasing Alliance, OMNIA Partners, and the Western States Contracting Alliance (WSCA), National Joint Powers Alliance (NJPA); National Cooperative Purchasing Alliance (NCPA).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does approve the \$52,772.91 procurement from Park Planet for the design and installation of the two (2) shade structures; and

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to enter into a Purchase Agreement with Park Planet to procure and install of two (2) shade structures inside the Arroyo Aquatics Complex.

PASSED AND ADOPTED by the City Council for the City of Davis on this 10th day of May 2022 by the following vote

AYES:

NOES:

Gloria J. Partida
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk



QUOTE

Quoted To:
City of Davis
 23 Russell Blvd.
 Davis, CA 95616

Contact: Dale Summersille
 Phone: 530.757.5626 / Email: dsummersille@cityofdavis.org

Quote #: Q22-2116
Date: April 11, 2022
Project: Arroyo Park
City: Davis
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Install

#	Description	Vendor	Item No	Qty	Rate	Amount
CUSTOM CANOPY 20'X30'X10'H HIP CANOPY						
1	20' x 30' x 10' Hip Roof Shade Canopy 4 - Columns 10' Eave Height CA Fire Marshal Approved Fabric - Fireblock Includes Rebar Footing Cages	Custom Canopies	CC CUST	2	10,328.00	20,656.00
NPP DISCOUNT						
2	National Purchasing Partners Contract #2060 Customer Member ID#: 225647 *NPP Discount not valid unless customer is an NPP member	National Purchasing Partners	Discount-NPP-TX	1	-1,445.00	-1,445.00
ENGINEERING						
3	Engineering, drawings & calculations	Custom Canopies	ENG-CC	1	1,310.00	1,310.00
SHIPPING						
4	Custom Canopies Freight	Custom Canopies	CCF	1	2,000.00	2,000.00
INSTALLATION						
5	Installation by Park Associates Inc. CA - Lic# 959805 DIR# PW-LR-1000423561 Prevailing Wage Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required.	Park Associates Inc.	INST-CA	1	0.00	0.00
6	Installation of two 20'x30'x10'H Custom Canopy Hip Shades. Includes; - Receive and offload equipment onsite during time of installation	Park Associates Inc.	INST-CA	1	8,667.00	8,667.00
7	Installation of Pier Footings for Custom Canopy Hip Shades.	Park Associates Inc.	INST-CA	1	20,000.00	20,000.00
EXCLUSIONS						
8	Exclusions: Dumpster for trash and packaging materials Moving equipment from storage site to construction site. Site preparation not specifically stated. Site is assumed flat and suitable for construction. Drainage Consideration Inspections or applicable permits and fees Removal of obstacles to reach construction site. Site security including security fencing.	Park Planet	Exclusion	1	0.00	0.00
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#	Description	Vendor	Item No	Qty	Rate	Amount
	<p>*Additional fees may apply if Bonding or Special Insurance required*</p> <p>**Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. Park Planet is not responsible for repairing unmarked underground utilities and pipes. **</p> <p>By signing below, you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.</p>					
9	<p>Engineering is for structure only. Manufacturer's engineer is NOT to be considered 'Design Professional in Charge' of project.</p> <p>Fabrication cannot begin until customer has provided a city approved copy of the structure's engineering or a waiver of release has been signed.</p> <p>Engineering submittal, permit, fees and inspections not included in suppliers quote.</p>	Park Planet	ENG	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST. CURRENTLY EXPERIENCING SIGNIFICANTLY EXTENDED LEAD TIMES DUE TO NATIONWIDE TRANSPORTATION DELAYS - LEAD TIMES MAY EXCEED 14 WEEKS, PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Sub Total	51,188.00
CA-Yolo-Davis (8.25%)	1,584.91
Total	\$52,772.91

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: _____ Date: _____

**Purchasing agent who is authorized to enter into binding agreement for quoted entity.

**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.

TERMS & CONDITIONS

1. General Notes

- *Assembly and Installation NOT included unless otherwise noted
- *Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges will apply. Please call for details!
- *Customer responsible for quoted quantities and model numbers, please check!
- *Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

- *Most repeat customers are given the terms of 50% Deposit with order; Remainder within 30 Days from Delivery.
- *Others require a onepage credit application or payment with order
- *TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Red Bluff, CA.

3. Shipping / Unloading

- *Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- **IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.
- *Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.

4. Engineered Wood Fiber

- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.

5. General Notes for Purchased Installation

- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- *Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- *ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- *UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- *Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- *Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- *Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- *Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.
- *All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased.

6. Temporary Fencing

- *Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

- *Play Equipment MUST be installed over an impactabsorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
- *This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. PouredinPlace Rubber Surfacing

- *Rubber Surfacing cure time is normally 4872 hours and can vary depending on weathering conditions.
- *Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.
- *48Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

- *Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
- *Shade Shelter manufacture time is 8 weeks. Permitting can add 24 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
- *Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

TERMS & CONDITIONS (Continued)

10. Shade Shelters (DSA)

**8-10 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us.

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA inplant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number.

*Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Park Planet General Insurance

Call for Proof of Insurance & W-9