

**RESOLUTION 23-72**

**A RESOLUTION TO AWARD THE EVANS PARK PLAYGROUND PROJECT TO CUNNINGHAM RECREATION**

**WHEREAS**, the City of Spring Hill budgeted \$200,000 in FY '22/'23 to replace the playground equipment at Evans Park; and

**WHEREAS**, the City publicly advertised a Request for Proposals on January 26, 2023 with an bid opening on February 21, 2023; and

**WHEREAS**, the Parks and Recreation Commission reviewed the two (2) RFP submittals and interviewed both candidates at the March 2023 Parks and Recreation Commission meeting; and

**WHEREAS**, the Parks and Recreation Commission voted unanimously to recommend Cunningham Recreation for the Evans Park Playground Project.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill, Board of Mayor and Aldermen awards the Evans Park Playground Project to Cunningham Recreation for a not-to-exceed amount of the \$200,000 budgeted in FY 23.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 1st day of May, 2023.**

  
\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



**REQUEST:** Approval of Resolution 23-72

**SUBMITTED BY:** Parks and Recreation Commission  
Kayce Williams, Director of Parks & Recreation

**DATE:** April 21, 2023

**RE:** Evans Park Playground Project Award

**ATTACHMENTS:** Resolution, RFP, RFP Submittal

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**PURPOSE:**

To award the Evans Park Playground Project to Cunningham Recreation.

**BACKGROUND:**

The BOMA budgeted \$200,000 in the current budget to replace the playground equipment at Evans Park. An RFP was put out in January of 2023 with a submittal deadline of February 21, 2023. Cunningham Recreation and Bliss Products & Services. Cunningham submitted two options as allowed by the RFP, Bliss products submitted one option.

The Parks and Recreation Commission interviewed both candidates at their March meeting. At their April meeting, the Parks and Recreation Commission voted unanimously to recommend Cunningham Recreation for Evans Park Playground Project.

**FINANCIAL IMPACT:**

Up to \$200,000

**ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):**

The Commission would like staff to begin working with Cunningham immediately on gathering the necessary information to begin the project. The Commission would like to finalize the playground design by the end of this fiscal year.



## LEGAL NOTICE

### INVITATION TO SUBMIT PROPOSALS

The City of Spring Hill is soliciting Proposals from qualified playground equipment manufacturers and/or vendors (“Vendors”) to design, provide, and install new playground equipment at our existing Evans Park located at 563 Maury Hill Street, as detailed in this Request for Proposals (RFP). In general, the City is looking for unique play equipment with engaging features and high play value that will encourage physical activity and enhance motor skill development. Bidders shall submit sealed proposals in the format specified in the Invitation to Submit Quotations no later than 2:00 p.m. (CST), February 21, 2023, at which time bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Spring Hill City Hall during regular business hours or [www.springhilltn.org](http://www.springhilltn.org). Quotations should be mailed or hand delivered to:

April Goad, City Recorder  
City of Spring Hill  
Evans Park Playground / February 21, 2023 @ 2:00 p.m.  
199 Town Center Parkway (for hand delivery or courier services)  
P.O. Box 789 (for regular mailing services)  
Spring Hill, TN 37174

The City of Spring Hill will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability, or any other lawfully protected classification.

Verbal quotations or quotations received after the closing date will not be accepted. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City.

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## **SECTION I - GENERAL INFORMATION**

- A. Questions should be directed to Kayce Williams at [kwilliams@springhilltn.org](mailto:kwilliams@springhilltn.org)
- B. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City. Bids may not be withdrawn after scheduled closing time for a 90-day period.
- C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully address the full intent and meaning of each aspect of the specifications.
- D. All forms shall be completed and included as an integral part of each bidder's proposal.
- E. Freight shall be paid by vendor and should be included in unit price bid.
- F. The City is a tax-exempt organization.
- G. Mail is delivered after 4:00 p.m. Monday through Friday.
- H. Site visits prior to bid opening are recommended.
- I. Award of contract will be based on price, warranty, and references.

## **SECTION II – EVALUATION CRITERIA**

The proposed equipment will be evaluated separately for each location and final proposal rankings developed for each location. Evaluation of the proposals will be conducted, based on the following:

- A. Responsiveness to the RFP and the criteria
- B. Proposed site equipment designs, and concepts address design guidelines and specifications
- C. Originality and creativity, uniqueness of equipment
- D. Safety and Accessibility
- E. Quality of design, play value and target demographic
- F. Quality, durability, and ease of maintenance of the proposed equipment
- G. Ability to meet established budgets (when applicable)
- H. Reputation and reliability of manufacturer
- I. Ability of proposed design to meet IPEMA certification requirements and comply with current ADA, CPSC, and ASTM standards.
- J. Bid amount is an important criteria but is not an overriding component.

City of Spring Hill, TN staff and City of Spring Hill Parks and Recreation Commission will review the written proposals and will determine the top Vendor(s) to recommend to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen will make the final selection. Upon acceptance, the City reserves the right to make minor changes to the selected design within the project scope and budget.

## **SECTION III – SCOPE OF WORK**

The work covered by this item shall consist of design, provision, and installation of play equipment at Evans Park located at 563 Maury Hill Street in Spring Hill, TN. Removal of the existing equipment and any site preparations shall be included. Budget and desired equipment location is summarized below and more specifically detailed in Section XIII. The City will authorize preparation work in advance with the issuance of a Notice to Proceed issued by the Public Works Director. The chosen provider will complete the project within ninety (90) days of the notice to proceed. Any alterations to this completion date shall be disclosed in the proposal.

Play system design shall safely fit in the playground areas as shown on the site plans. Vendors are encouraged to be creative in their designs. A mix of structured and unstructured play is satisfactory, but unstructured play elements should be predominant. Vendors may submit proposals for non-traditional type playground structures, if desired, in whole or as components of the overall playground design.

Vendors should base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of equipment components, quality of design, play value, cost, appropriateness to location and demographic variety must be taken into consideration in the design of the play system.

In the proposal, provide a list of the components proposed. Include structure and component model numbers, materials, color choices and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturer's warranty and any other relevant descriptive information.

All Vendors and their contractor(s) must be prepared to comply with all state, federal and local requirements for play structure equipment. Vendors are responsible for verifying site conditions. No allowances will be made if a Vendor fails to adequately examine a location before submitting a Proposal. All equipment shall be installed by a factory trained and certified installer.

#### **PREFERRED PLAY SYSTEM QUALITIES AND BASIC REQUIREMENTS:**

- A. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
- B. Play structures and amenities must be age appropriate with proper signage.
- C. The ability to expand the proposed play system within the existing play area is optional.
- D. All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA standards.
- E. Documentation of compliance must be provided to the City with the Vendor's proposal.
- F. All equipment must comply with Americans with Disabilities Act (ADA). The designs submitted by the Vendor must incorporate either a transfer platform or ramp in each design when necessary.
- G. Appropriate drainage and surfacing must be addressed.

#### **SECTION IV – PROPOSAL CONTENT**

The proposal process will consist of a written proposal, which shall include the following items:

1. An introduction containing the following information:
  - a) A complete description of capability and history of the Vendor.
  - b) History of similar projects completed within the last three years, including cost and client contact information.
  - c) List specific experience in dealing with local government agencies
  - d) A list of sub-contractors to be used on the project
  - e) A W-9 form
2. A list of not less than three (3) references including product or service provided, name of agency, contact person, phone number and/or e-mail.

3. Identify any cooperative purchasing programs that Vendor participates in to provide favorable pricing on equipment. Such pricing is to be incorporated in the cost proposal(s).
4. Cost Proposal Form
5. Up to two (2) playground/equipment design proposals per location. For each design proposal, provide the following:
  - a) A scaled site plan showing the proposed equipment and relationship to existing equipment (if applicable). No more than two playground designs will be accepted for each location.
  - b) Drawings and manufacturer's printed literature and specifications for each item or component of the modular equipment being proposed.
  - c) A detailed breakdown of cost including, but not limited to:
    - i. Design
    - ii. Equipment (inclusive of all structures, components, signage, hardware, equipment manuals and operations manuals)
    - iii. Installation
    - iv. Any other equipment-related improvements necessary to complete the project.
  - d) Playground manufacturer warranties.
  - e) Proof of Manufacturer's Product Liability Insurance
  - f) Proof of installer factory certification
6. Anticipated lead time for equipment construction and delivery.
7. A bid security in the amount of ten percent (10%) of the bid amount must accompany each bid by a Certified Check, Cashier's Check, or Bid Bond to the City of Spring Hill, TN. The successful Vendor shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount. Successful vendors are required to comply with the City of Spring Hill, TN insurance requirements.
8. Provide proposed recreational amenities concept drawings and amenities scope regarding the study's findings.
9. A proposed timeline for all phases of the project.

#### **SECTION V – CONTRACT NEGOTIATIONS**

Upon completion of the evaluation process, the City of Spring Hill, TN will enter negotiations with the responder(s) whose proposal offers the best solution and best value possible, as determined in the evaluation process. The City reserves the right to simultaneously negotiate with more than one responder or to ask for best and final proposals from one or more responders. The City reserves the right to reject any or all proposals submitted in response to this RFP. The award will be made to a qualified Vendor whose proposal is deemed to be in the best interest of the City of Spring Hill, TN.

#### **SECTION VI – TERMS AND CONDITIONS**

1. Any and all documents submitted to the City of Spring Hill that are associated with this contract are subject to the Tennessee Public Records Act. Access to the record is governed by the Tennessee Public Records Act and the policies of the City of Spring Hill and the Office of Open Records Counsel.
2. The City reserves the right to reject any and all responses and to waive any irregularities and informalities in the proposal process.
3. This Request for Proposals does not commit the City of Spring Hill, Tennessee to execute an agreement, to pay any costs incurred in the preparation of a proposal, or to contract for services.

4. The agency shall be responsible to the City of Spring Hill, TN for all acts and omissions of employees or subcontractors while performing any work-related directly or indirectly with the project covered by the contract documents or related instruction and documents.
5. The City may order changes in the work consisting of additions, modifications, or deletions to the contract. The contract price and time of completion will be adjusted accordingly.
6. No bidder may withdraw a bid for a period of ninety (90) days after bids have been opened.
7. The right is reserved to reject any and all bids and to waive all technicalities in doing so.
8. Bidding will be in accordance with the Tennessee General Contractor's License Law. Bidders submitting a bid for construction in the amount of \$25,000 or more must be licensed contractors as required by chapter 135 of the public acts of 1945 of the General Assembly of the State of Tennessee, Article I, and amendments thereto. **Bidder's name and license number must be placed on the envelope containing their proposal, otherwise the bid will not be opened.**
9. In the case of an error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn after specified time for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
10. Final inspection and acceptance or rejection will be made at completion of the project, but all materials and all workmanship shall be subject to inspection and test at any times, and when practicable, during construction. The right is reserved to reject articles which contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials shall be made as promptly as possible but impose no liability on the City of Spring Hill or any subdivision thereof for such materials as are not in accordance with the specifications. Final inspection or acceptance does not relieve the contractor from liability for use of materials or construction standards not in accordance with City specifications or industry practices.
11. Final payment will not be rendered until all items have been delivered, installed, inspected, and accepted by the City.
12. All contractors shall furnish the City with satisfactory proof for the insurance required.
13. All contractors are responsible for determination of any underground or overhead utility locations and for the negation of any associated impacts to any said utilities including any utilities that the contractor intends to relocate.
14. The Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers' compensation, and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
  - a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury, or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence.
  - b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage.
  - c) Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
15. In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the selected Consultant cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

16. SPRING HILL BUSINESS LICENSE - Subject to the exceptions enumerated hereinafter, persons subject to the Spring Hill Business Tax operating from an established place of business in one county who extend their operations into other counties and/or municipalities without establishing an office, headquarters or other place of business therein shall not be subject to the Spring Hill Business Tax in such other counties and/or municipalities. Tax on total receipts from all taxable sales shall be due to the county and municipality, if any, in which the established place of business is located. The cost of the business license is the responsibility of the Vendor and all Contractors. If applicable, at license expiration, renewal is a percentage of the business total gross.

Excepted from the rule as stated in above paragraph are:

- a. Persons with no established place of business in this state.
- b. Contractors with taxable receipts of \$50,000 and out of state contractors.

## **SECTION VII – PROPOSAL INSTRUCTIONS**

- All sealed proposals must bear the title “Evans Park Playground Equipment Design and Installation” along with the vendor’s contact information and Contractor License.
- Please submit one (1) original and five (5) complete copies of the proposal.
- No oral, telephonic, telegraphic, electronic (E-Mail) or facsimile proposals will be considered.
- Late proposals will not be considered. It is the responsibility of the proposer to ensure that the proposal arrives at the correct location by the correct time.
- Proposal must include:
  - a) References
  - b) Signed Affidavit
  - c) Signed Certificate of Non-Discrimination
  - d) Signed Title VI Compliance
  - e) Signed Non-Illegal Immigrant Certificate
  - f) Signed Certificate of Non-Collusion
  - g) Signed Iran Divestment Act
  - h) Signed Specification Compliance form
  - i) Proof of Insurance
  - j) Signed Cost Proposal Form
- The proposal shall include all materials, equipment, labor, and all other items incidental to the project.
- All costs/pricing shall include all labor, materials, freight and taxes, delivery, insurance, etc., to cover the finished work.

**SECTION VIII – REFERENCES AND REQUIRED FORMS**

List 3 References from comparable projects within the past year.

Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone \_\_\_\_\_  
Contract Value \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone \_\_\_\_\_  
Contract Value \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone \_\_\_\_\_  
Contract Value \_\_\_\_\_



**AFFIDAVIT**

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF PRIME BIDDER \_\_\_\_\_

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for \_\_\_\_\_;
2. That the bidding entity has submitted a bid to the City of Spring Hill for the construction of \_\_\_\_\_;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with §50-9-113, Tennessee Code Annotated.
5. That this affidavit is made on personal knowledge.
6. Further Affiant sayeth not.

\_\_\_\_\_  
AFFIANT

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

50-9-113. State and local government construction contracts.

- a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.
- b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.
- c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three
- d) (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.
- e) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch.918, §§ 1,2.]



CITY OF SPRING HILL CONSTRUCTION CONTRACT

CERTIFICATE OF NONDISCRIMINATION

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project,

- 
1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin, or sex and, if awarded a contract for this project, agrees in performance of work:
  2. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex;
  3. to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the City;
  4. require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed or typed name and title



CITY OF SPRING HILL TITLE VI COMPLIANCE SURVEY

The City of Spring Hill intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964; 49 CFT, PART 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information:

NAME OF COMPANY \_\_\_\_\_

NAME OF OWNER/CONTRACTOR: \_\_\_\_\_

ADDRESS OF OWNER/CONTRACTOR: \_\_\_\_\_

COUNTY: \_\_\_\_\_

TYPE OF SERVICES PROVIDED: \_\_\_\_\_

CONTRACT: \_\_\_\_\_

OWNER/CONTRACTOR  
(Race/Gender)

EMPLOYEES  
(Number in each category)

White Male \_\_\_\_\_  
 White Female \_\_\_\_\_  
 African-American Male \_\_\_\_\_  
 African-American Female \_\_\_\_\_  
 Hispanic Male \_\_\_\_\_  
 Hispanic Female \_\_\_\_\_  
 Native American Male \_\_\_\_\_  
 Native American Female \_\_\_\_\_  
 Asian-American Male \_\_\_\_\_  
 Asian-American Female \_\_\_\_\_  
 Other \_\_\_\_\_ Male \_\_\_\_\_  
 Other \_\_\_\_\_ Females \_\_\_\_\_

White Males \_\_\_\_\_  
 White Females \_\_\_\_\_  
 African-American Males \_\_\_\_\_  
 African-American Females \_\_\_\_\_  
 Hispanic Males \_\_\_\_\_  
 Hispanic Females \_\_\_\_\_  
 Native American Males \_\_\_\_\_  
 Native American Females \_\_\_\_\_  
 Asian-American Males \_\_\_\_\_  
 Asian-American Females \_\_\_\_\_  
 Other \_\_\_\_\_ Males \_\_\_\_\_  
 Other \_\_\_\_\_ Females \_\_\_\_\_



CITY OF SPRING HILL ASSURANCE OF COMPLIANCE UNDER  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

\_\_\_\_\_  
Name of Applicant (hereby referred to as "The Applicant")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Spring Hill, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the City and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the City.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized City personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the City shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the City. IN the case of real property, this assurance is binding for as long as the property is used for a purposed for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

No further monies or other benefits may be paid out under these programs unless this Assurance is completed and filed as required by existing regulations



CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project, the undersigned states that he/she:

1. does not knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services entered into with the City of Spring Hill;
2. and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract;
3. If any person who contracts to supply goods or services to the City of Spring Hill or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of illegal immigrants in the performance of the contract to supply goods or services to the City of Spring Hill, the City of Spring Hill shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the City of Spring Hill for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract to supply goods or services to the City of Spring Hill.

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_



CERTIFICATE OF NON-COLLUSION

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project:

the undersigned hereby declares that no person or party other than the undersigned has any interest whatever in the submitted bid proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_



REQUIREMENT OF IRAN DIVESTMENT ACT

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project:

the undersigned hereby declares that no person or party other than the undersigned is not on the Iran Investment Activities List pursuant to T.C.A. § 12-12-106.

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

**SECTION X - SPECIFICATION COMPLIANCE**

Unless otherwise noted, all quotations for the Evans Park Playground Project shall be in complete accordance with the specifications detailed herein.

Bidders shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this RFP. Bidders should provide complete detail of exceptions or deviations.

<u>Proposal Exceptions Section</u>	<u>Brief Description</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attach extra sheet if needed.

By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the RFP not noted above.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
REPRESENTATIVE NAME & TITLE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
SIGNATURE

**SECTION XI – COST PROPOSAL FORM**

Please list all cost and potential cost that would be associated with the playground design and installation. Additional sheets may be attached if necessary or if submitting a second proposal.

Site Preparation Cost: \_\_\_\_\_

Playground Equipment Cost: \_\_\_\_\_

Playground Installation Cost: \_\_\_\_\_

List all other cost: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Exceptions and Clarifications: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Disclose Warranty: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**SECTION XII – SAMPLE VENDOR SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and \_\_\_\_\_ (“Vendor”) (collectively as “Parties”) and is entered into on \_\_\_\_\_, 2023, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires services that it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City’s benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. EFFECTIVE DATE. The Effective Date of this Agreement shall be \_\_\_\_\_.
2. TERM. The project shall be completed within three (3) months from the date of issuance of a Notice to Proceed by the City of Spring Hill. The parties may extend this Agreement in writing, with or without modification, as agreed upon by the Parties.
3. INSURANCE. Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation, and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
  - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury, or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
  - b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
  - c. Workers’ compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies.

4. VENDOR RESPONSIBILITIES.
  - a. Provide all materials and labor for the Evans Park Playground Project as needed by the city
5. CITY'S RESPONSIBILITIES.
  - a. Provide contractor with any city documentation/information related to the site.
6. INDEPENDENT CONTRACTOR. It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction, and control of City.
7. AMENDMENT AND TERMINATION. This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.
8. NO CONFLICT OF INTEREST. No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
9. ASSIGNMENT; SUBCONTRACTING. This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
10. MODIFICATION. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
11. NONDISCRIMINATION. Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.
12. COMPLIANCE WITH PUBLIC CHAPTER 775 – TCA, TITLE 12, CHAPTER 4, PART 1. In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the selected Consultant cannot be currently engage in, and will not for the duration of the contract, engage in a boycott of Israel.

13. TENNESSEE PUBLIC RECORDS ACT. Any and all documents submitted to the City of Spring Hill that are associated with this contract are subject to the Tennessee Public Records Act. Access to the record is governed by the Tennessee Public Records Act and the policies of the City of Spring Hill and the Office of Open Records Counsel.
14. EXECUTION IN COUNTERPARTS. This Agreement may not be amended, changed, modified, altered, or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
15. TIME. The Contractor shall finish within the agreed upon time frame.
16. VENUE AND JURISDICTION. The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
17. INDEMNITY. Vendor shall provide a defense, indemnify, and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.
18. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
19. FORCE MAJEURE. The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, pandemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.
20. BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.
21. SEVERABILITY. In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.
22. NOTICES. All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If to City: Mayor Jim Hagaman  
199 Town Center Parkway  
P.O. Box 789  
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.  
Middle Tennessee Law Group, PLLC  
d/b/a Wolaver, Carter & Heffington  
809 South Main Street, Suite 100  
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

- 23. CAPTIONS. The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.
- 24. ENTIRE AGREEMENT. This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations, and agreements either written or oral, unless otherwise expressly stated herein.
- 25. PAYMENT OF EXPENSES; BREACH. Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: \_\_\_\_\_  
Jim Hagaman  
Mayor of Spring Hill  
Date of Execution: \_\_\_\_\_

VENDOR [Insert Name] \_\_\_\_\_

By: \_\_\_\_\_  
VENDOR REPRESENTATIVE  
Date of Execution: \_\_\_\_\_

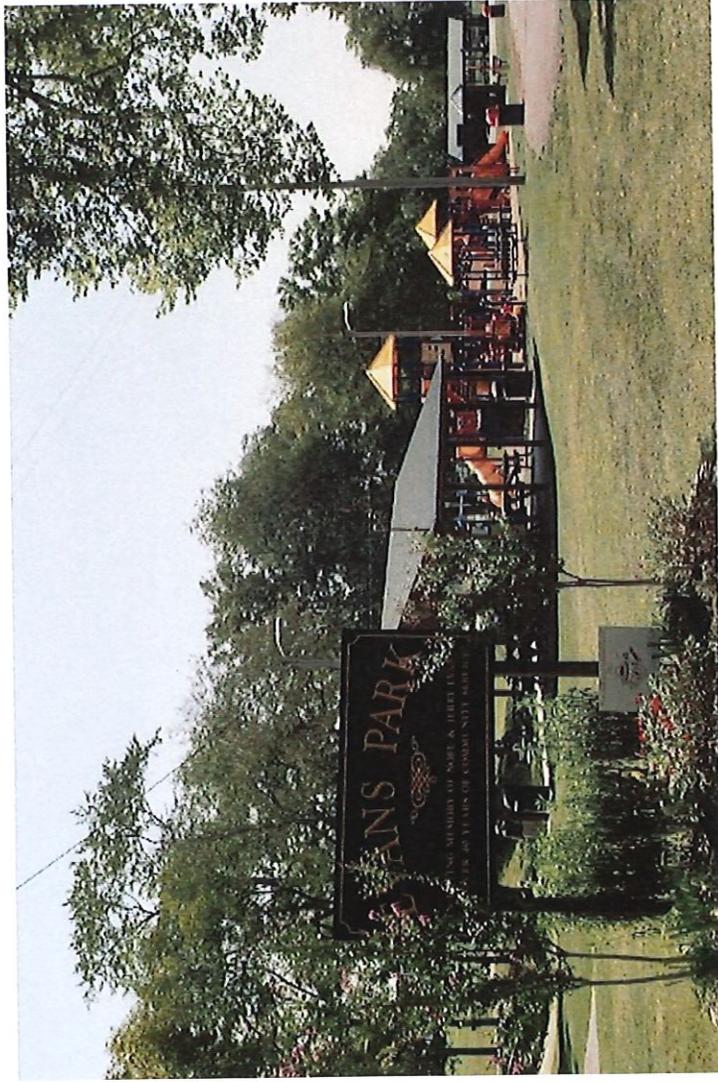
**SECTION XIII – EXHIBITS**



Budget: \$200,000

Approximate size of existing playground: 64 x 131 / 7,923 square feet



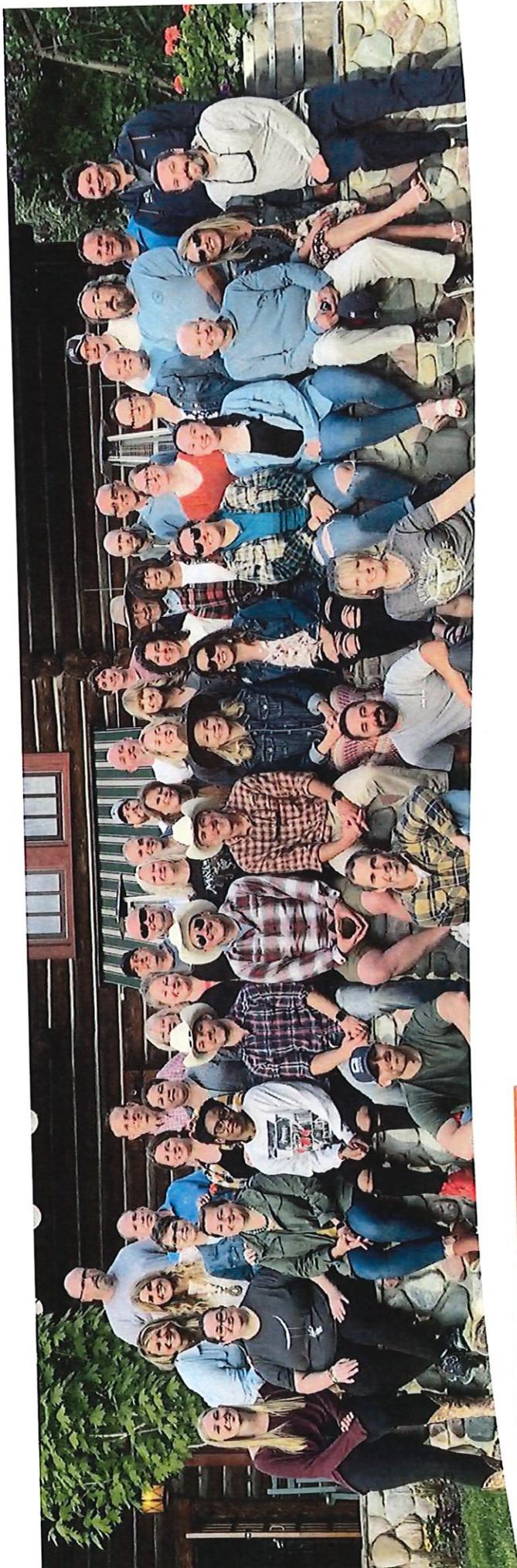


# EVANS PARK



# AGENDA

- Welcome / Introductions
- Company Overview
- Meet the Team
- References
- Project Overview
- Option One
- Option Two
- National Demonstration Site
- Questions



## ABOUT US

- **CUNNINGHAM RECREATION**
- Founded in 1966 – Three Generations
- Largest Rep Agency in the US – Covering 17 States
- Office Staff Available 8:00 – 5:00

## ABOUT US

### **GAMETIME**

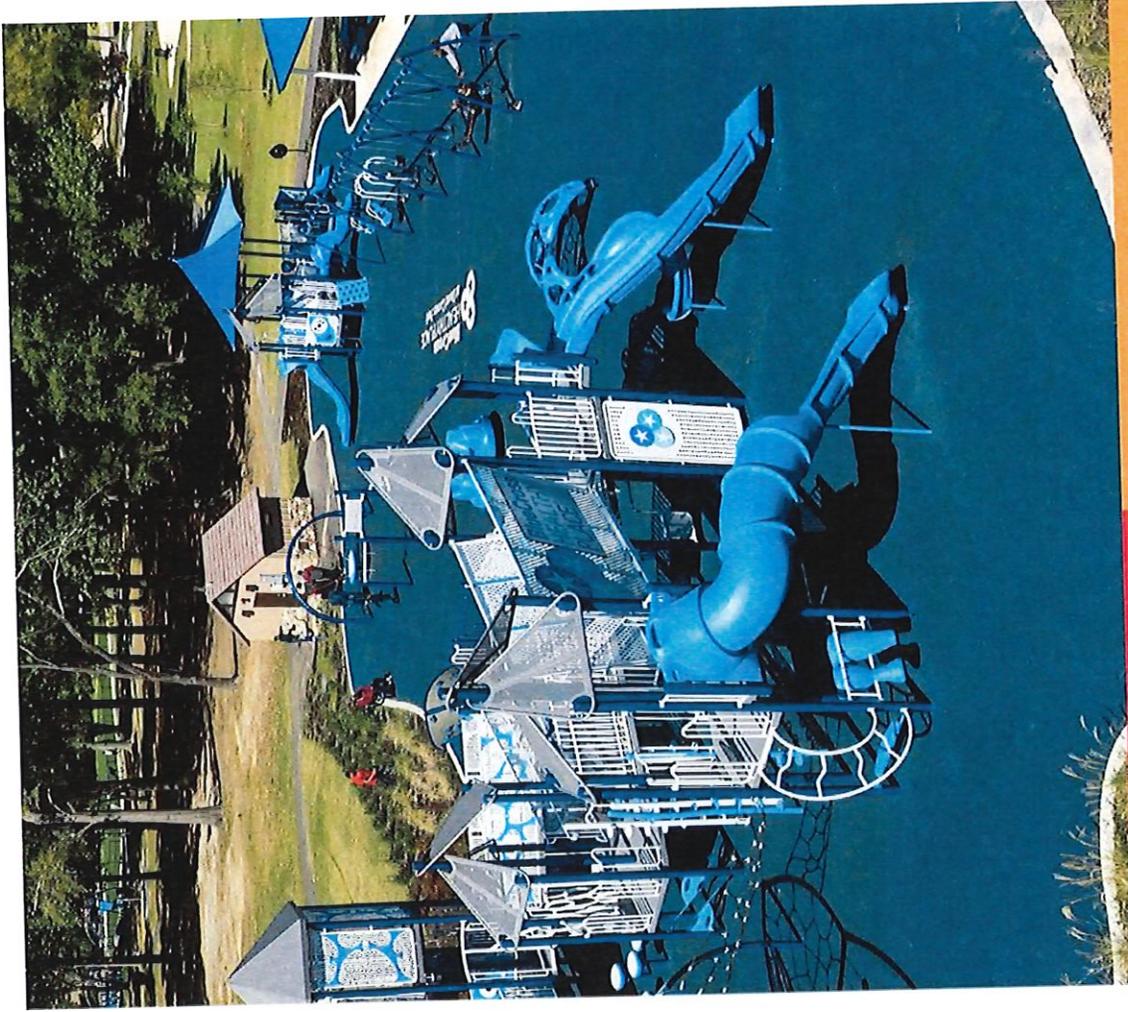
- Founded in 1929
- Largest Playground / Outdoor Fitness Equipment Manufacturer in the US
- Headquartered in Chattanooga, TN and Manufactured in Fort Payne, AL
- All products are IPEMA Certified to comply with ASTM and CPSC playground safety standards

# **GameTime<sup>®</sup>**

A **PLAYCORE** Company



- Second Generation Arkansas Family Construction Company
- Turnkey Sales, Installation, and Construction
- Installation, Construction Management, General Contracting, and Design Build Services Available





## MEET THE TEAM



SCOTT CUNNINGHAM  
President



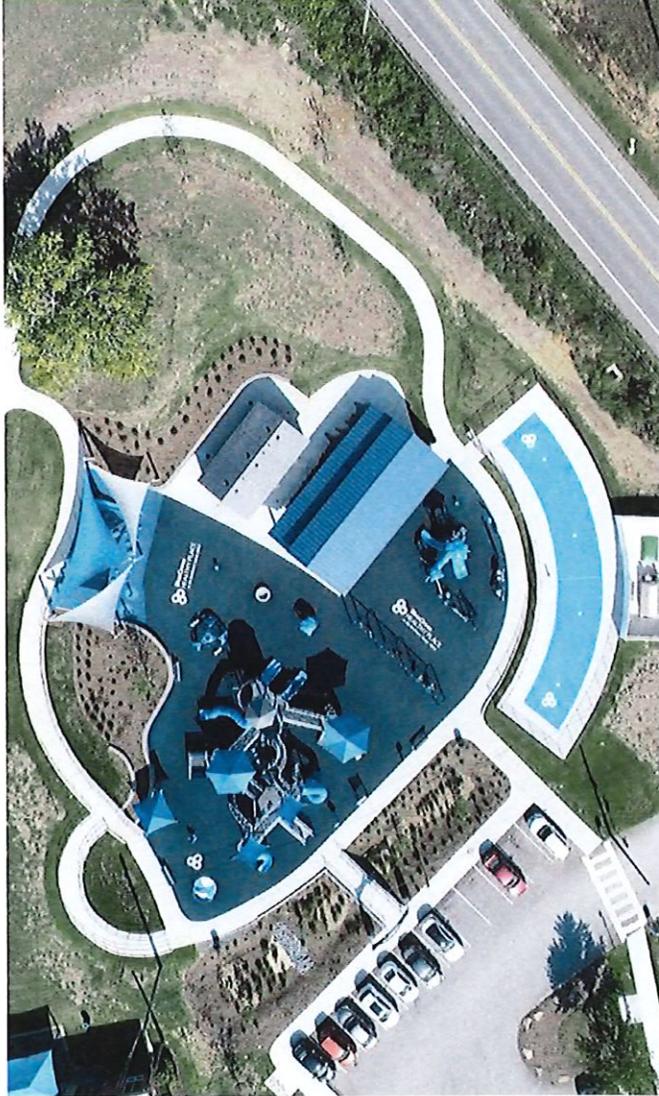
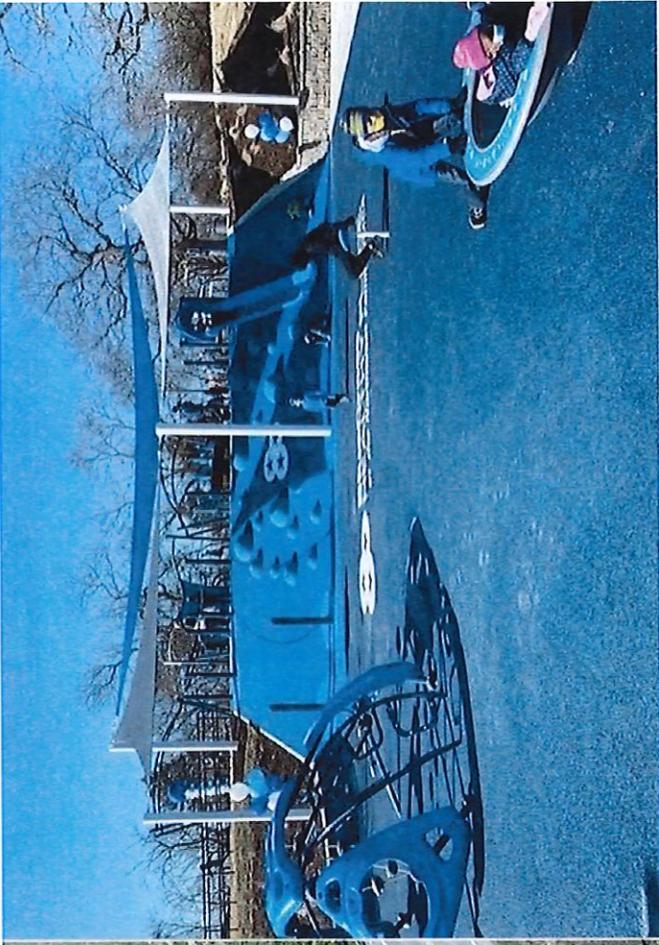
MAGGIE MCBRAYER  
Middle & West TN  
Representative



BILL PATTERSON  
Midwest Regional Manager



JOSH HARTLEY  
GameTime Regional  
Manager



**NORTHWEST FAMILY YMCA  
NASHVILLE**



\$6.4M investment by BlueCross BlueShield of TN (Completed 2022)



Accessible play areas for children ages 2-5 and 5-12 – ramp access, ground-level play, poured in place surfacing, challenge course area, splash pad, basketball/pickleball courts, walking path and adult fitness.



**Rotary Park**



\$ 237k (Completed 2021) and located in Montgomery County, TN



Nature themed playground with poured in place surfacing

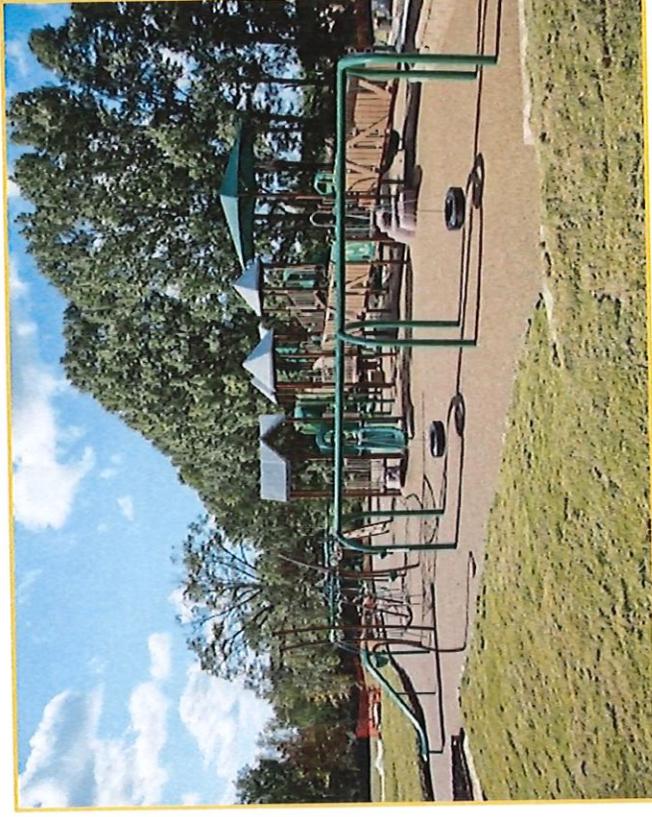
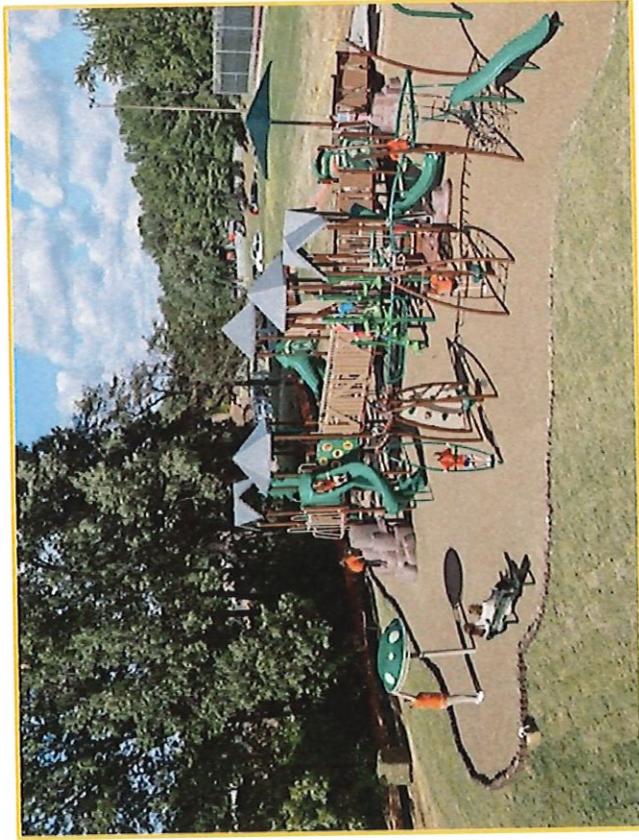


\$ 200k + (Completed 2022) and located in Crockett County, TN



Elementary School Playground with 2-5 and 5-12 areas, loose fill rubber surfacing

**Gadsden  
Elementary School**



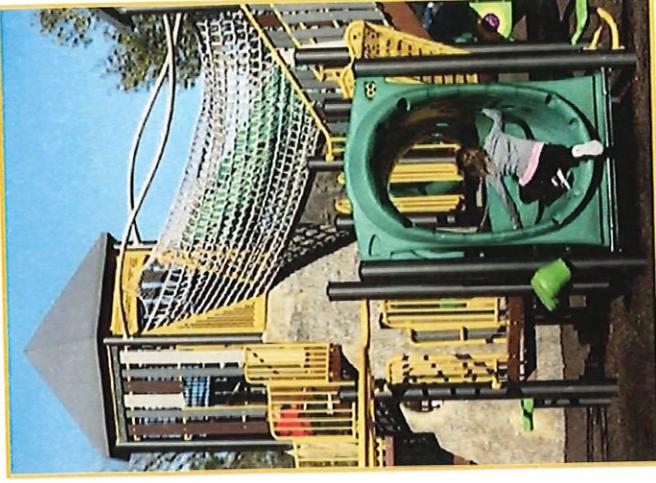
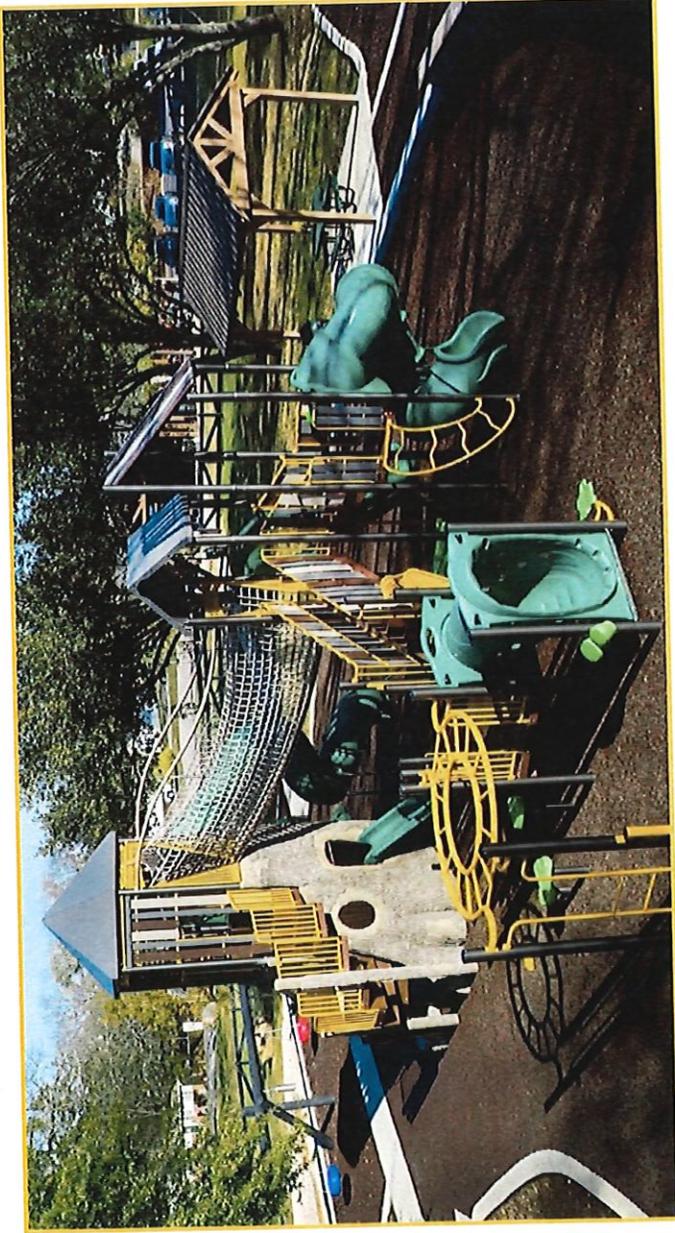
**Dogwood Park**



\$ 230k + (Completed 2012) and located in Germantown, TN



Nature themed playground and play trails with engineered wood fiber surfacing



**Deer Park**



\$ 455k + (Completed 2018) and located in Cleveland, TN



Playground with custom GFRC equipment and bonded rubber surfacing

# Evans Park Option One



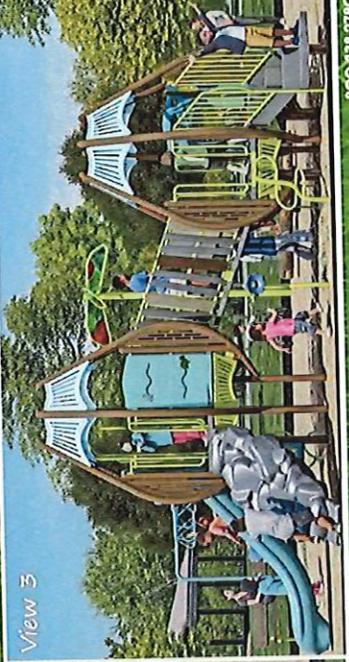


# Evans Park Option Two



## Evans Park (Option 2) Spring Hill, TN

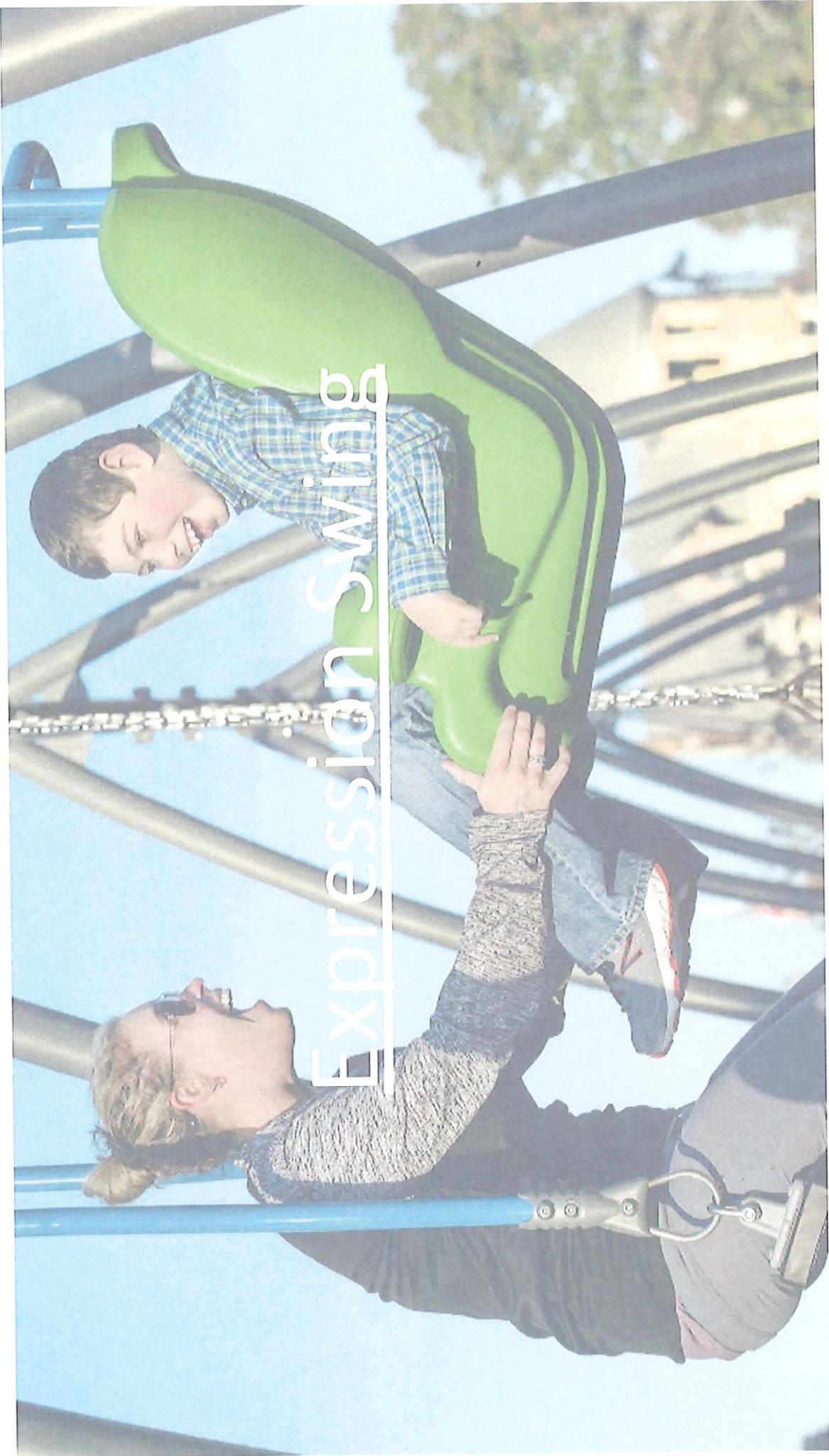
Design • Build • PLAY!



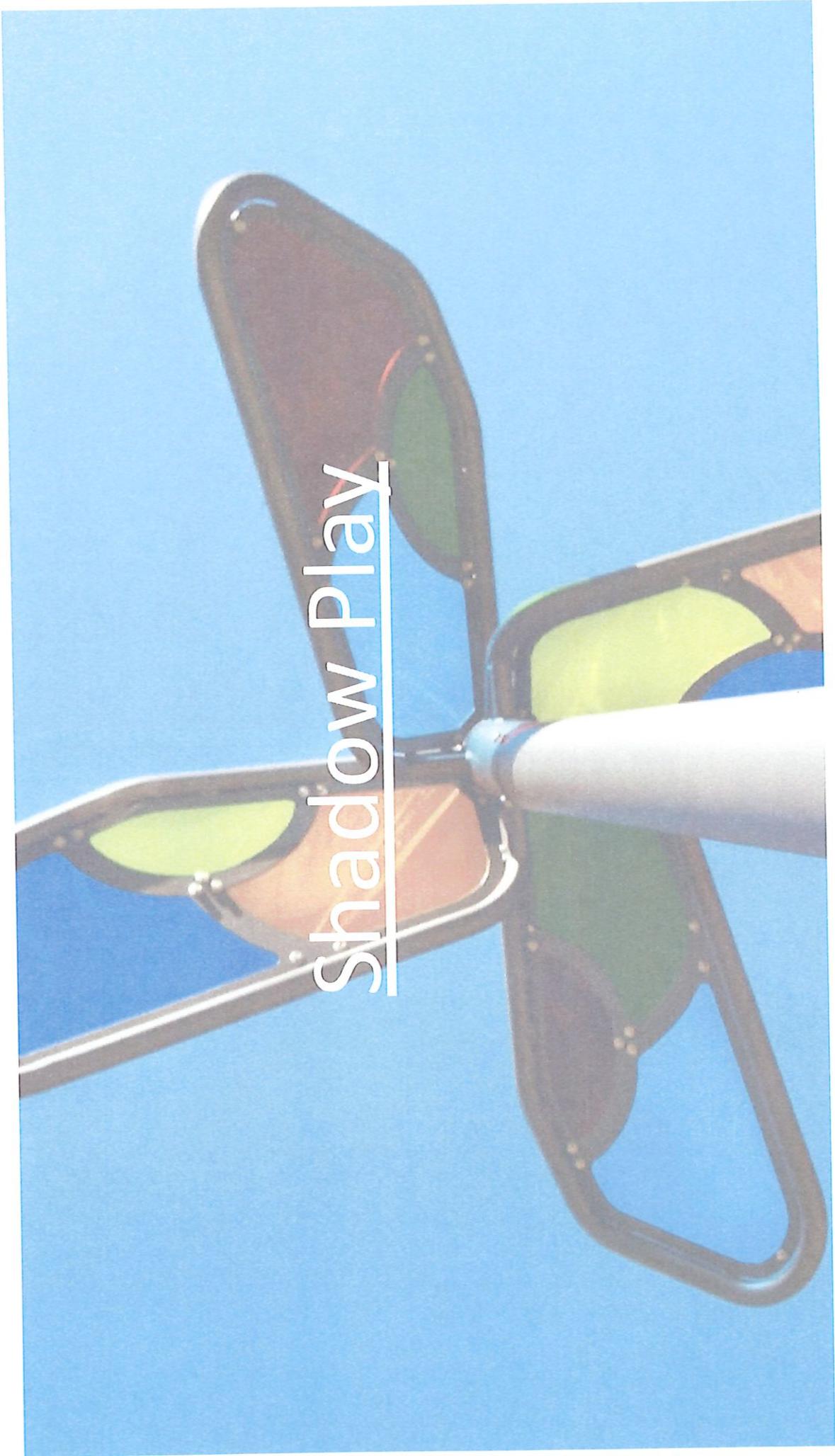
800.488.2760

www.cunninghamrecreation.com





Expression Swing



Shadow Play



Music

# NATIONAL DEMONSTRATION SITE NETWORK

TURNING RESEARCH INTO PRACTICE TO  
PROMOTE COMMUNITY VITALITY



**CORE**<sup>®</sup>

Center for Outreach, Research & Education

*Turning research into practice.*

# CORE<sup>®</sup>

Center for Outreach, Research & Education

*Turning research into practice.\**

**We invest in knowledge.**

**We connect scholarly research with  
best practice resources.**

**We provide continuing education for  
knowledge & community impact.**

**We champion innovative  
data-driven initiatives.**





# NATIONAL DEMONSTRATION SITE BENEFITS



Exemplify evidence-based design best practices to create high quality environments

Receive one-of-a-kind data services and site-specific reports showcasing the impact and outcomes of your NDS

Advocate the positive impact high-quality destinations have on your community health and wellness





# FIVE EVIDENCE-BASED DESIGN CATEGORIES



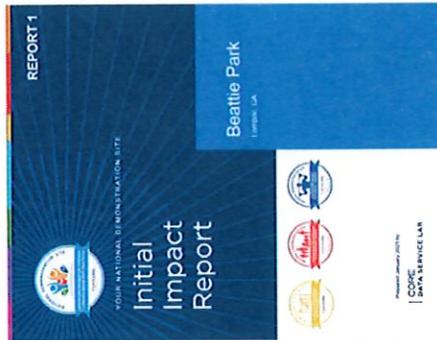


# DEMONSTRATE IMPACT

## Receive Customized Data Reports for Your NDS

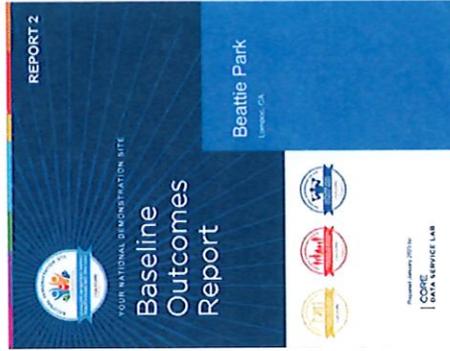
1

Before  
Opening



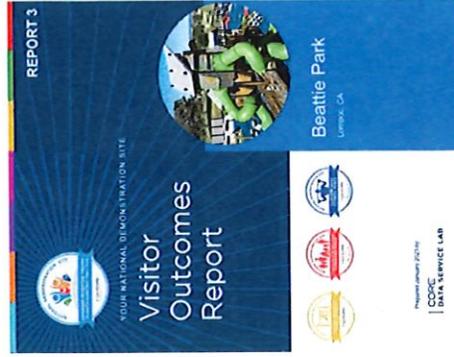
2

60+ Days  
Post Opening



3

50+ Scans  
Post Opening



### WHO can this Site Impact?

Local data points describe the impact your NDS will have on the area drawing population.

### WHAT is Actually Happening at the Site?

Mobility data (60+ days post opening) describes the pre and post usage outcomes and the estimated health savings.

### HOW are Park Users Responding?

Self-reported user sentiments and usage outcomes after reaching 50+ signage scans from users of your NDS.

Learn more [playcore.com/nds](https://playcore.com/nds)

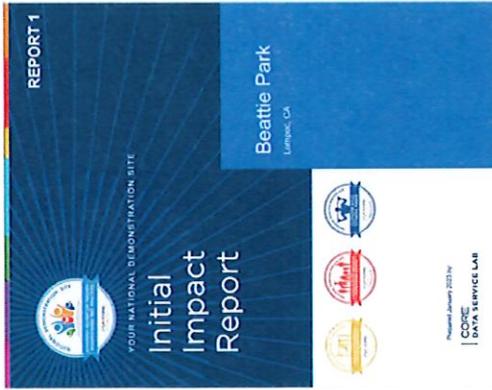


# DEMONSTRATE IMPACT

## Receive Customized Data Reports for Your NDS

1

Automatically  
Receive  
Before  
Opening



**NDS INITIAL IMPACT REPORT | BEATTIE PARK**  
Potential Site Impact

**Impact Measures of Your Park**  
This park services **440,000+** people within the **5-mile radius** and offers a variety of community-walsh benefits.

Under the leadership of Playcore, the park will provide a variety of benefits to the community, including:

- Increased physical activity and health
- Improved mental health and well-being
- Enhanced social connections and community engagement
- Increased local economic activity and job creation

Measure	Current	Target	Improvement
Health Disparities	17%	3%	14%
Adult Obesity	24%	21%	3%
Physical Activity	17%	17%	0%
Adult Poor Health	11%	10%	1%
Uninsured Adults	14%	11%	3%

**By opening a high-quality park, you will:**

- Increase the number of people who are physically active
- Reduce the number of people who are obese
- Increase the number of people who are socially connected
- Increase the number of people who are employed

**COPIE | DATA SERVICE LAB**

**NDS INITIAL IMPACT REPORT | BEATTIE PARK**  
Potential Health Savings

**Annual Health Savings Projection for a Sample NDS Park**

Parks provide many evidenced-based health benefits to communities including physical activity, social connections, mental health, and more. These benefits are quantified in the following table, illustrating the potential health savings of a park. The table is based on the health savings for a sample NDS park, based on the following assumptions:

- The park is a 5-acre park with a variety of amenities.
- The park is located in a high-need area.
- The park is open for 100 days per year.
- The park is used by 100,000 people per year.
- The park is used by 10% of the population within the 5-mile radius.
- The park is used by 10% of the population within the 5-mile radius.

**Annual Total Health Savings: \$185,369**

**Annual Physical Health Savings: \$109,844**

**Annual Mental Health Savings: \$75,525**

**NDS Network Insights**

- 80% of NDS parks are located in high-need areas.
- 95% of NDS parks are located in high-need areas.
- 50% of NDS parks are located in high-need areas.

**COPIE | DATA SERVICE LAB**

### WHO can this Site Impact?

Local data points describe the impact your NDS will have on the area drawing population.

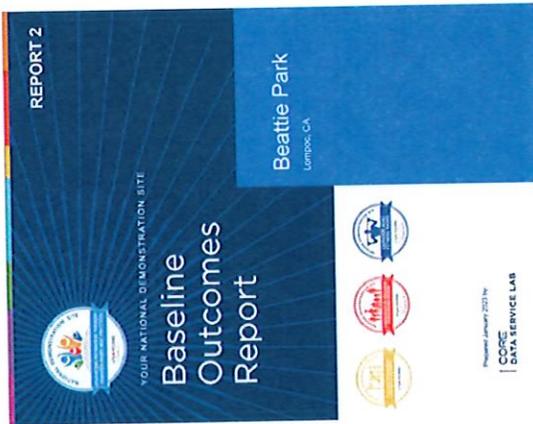
Learn more [playcore.com/nds](https://playcore.com/nds)



Request  
60+ Days  
Post Opening

# DEMONSTRATE IMPACT

## Receive Customized Data Reports for Your NDS



### Visitor Usage

60+ Days Pre & Post Usage Snapshot

Category	60+ Days Pre	60+ Days Post	% Change
Visitors	146	1,376	186%
Hours	14	7	5%
Events	146	2736	186%
Hours of Use	82 hours	60 hours	15%
Hours of Use per Visitor	0.55 hours	0.44 hours	13%

### Health Savings

#### Estimated Annual Health Savings Projection for Your Park

**\$191,259**  
Annual Total Health Savings

**\$124,318**  
Annual Physical Health Savings

**\$66,941**  
Annual Mental Health Savings

### Visitor Travel Patterns

Use mobility data to identify visitor travel patterns, peak visitation times, and identify areas for improvement.

**WHAT is Actually Happening at the Site?**  
 Mobility data (60+ days post opening) describes the pre and post usage outcomes and the estimated health savings.

Learn more [playcore.com/nds](http://playcore.com/nds)

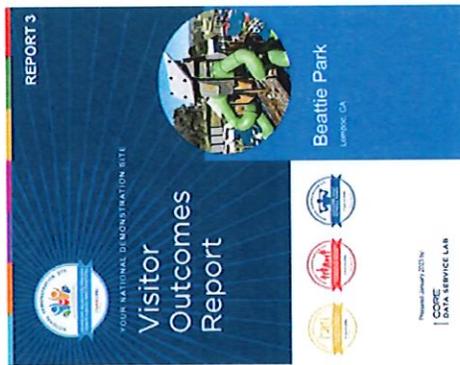


# DEMONSTRATE IMPACT

## Receive Customized Data Reports for Your NDS



Receive After Reaching 50+ Scans Post Opening



**REPORT 3**

**Visitor Satisfaction**

98% of visitors are satisfied with their experience at Beatie Park.

**Demographics**

31% of visitors are aged 18-24.

**Top 3 Reasons for Visiting**

- Physical Health & Lifestyle Benefits
- Family & Entertainment
- Environment

**HOW are Park Users Responding?**

Self-reported user sentiments and usage outcomes after reaching 50+ signage scans from users of your NDS.

Learn more [playcore.com/nds](http://playcore.com/nds)

# SHARE & SHOWCASE

Tools to Help You Advocate for the Health & Wellness Benefits of Your NDS

Best Practice Design  
& Key Informant  
Collaboration



Marketing Kit  
to Promote Engagement

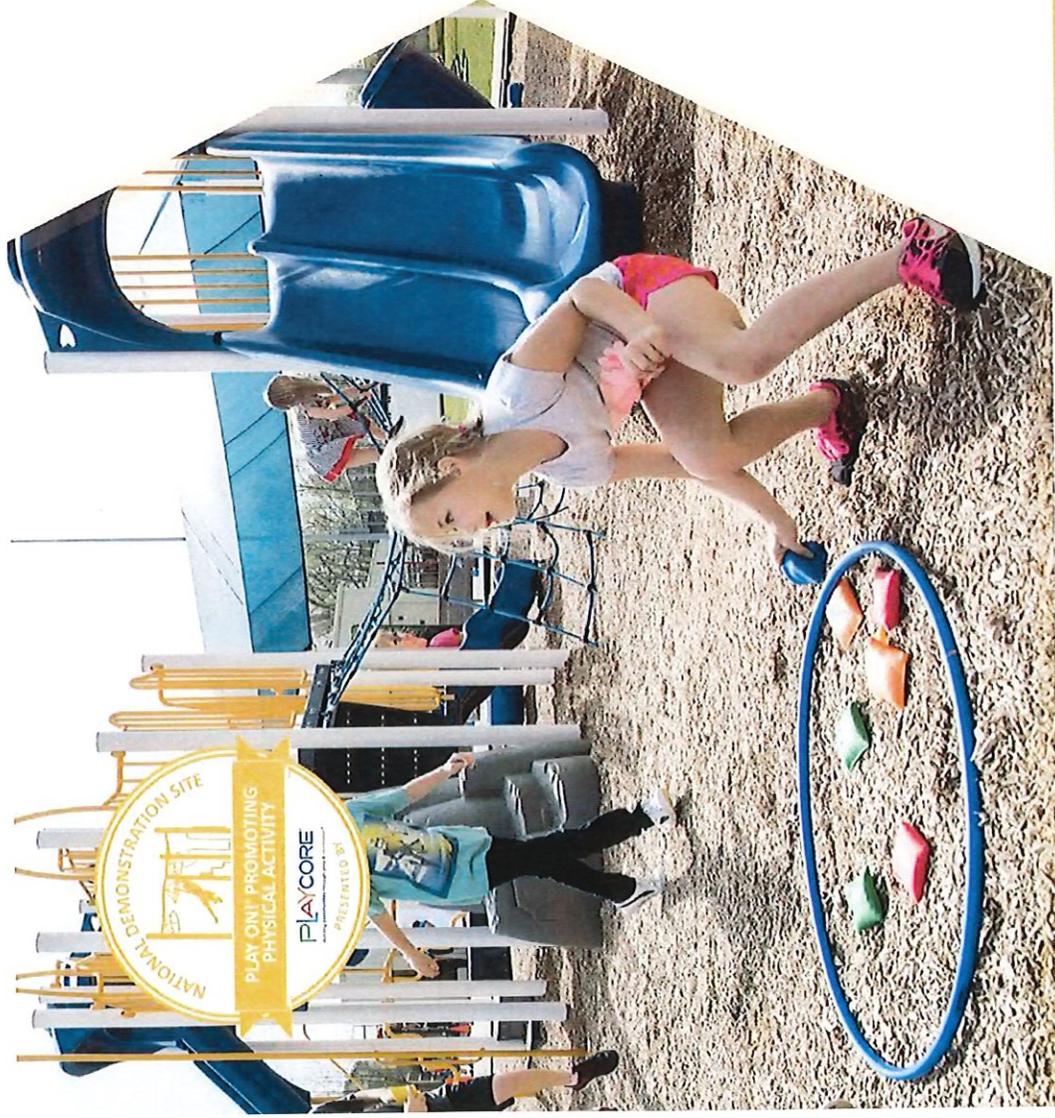


Onsite Signage  
for User Input



Outcomes Reporting  
to Share & Showcase





# YOUTH PHYSICAL ACTIVITY

The purpose of **Play On!** is to promote physical activity and fitness through six key elements of play and various levels of developmental challenge. Thoughtfully designed outdoor play environments are combined with creative playground learning activities to maximize movement and fun!

Research & Programming  
in partnership with:





Swinging

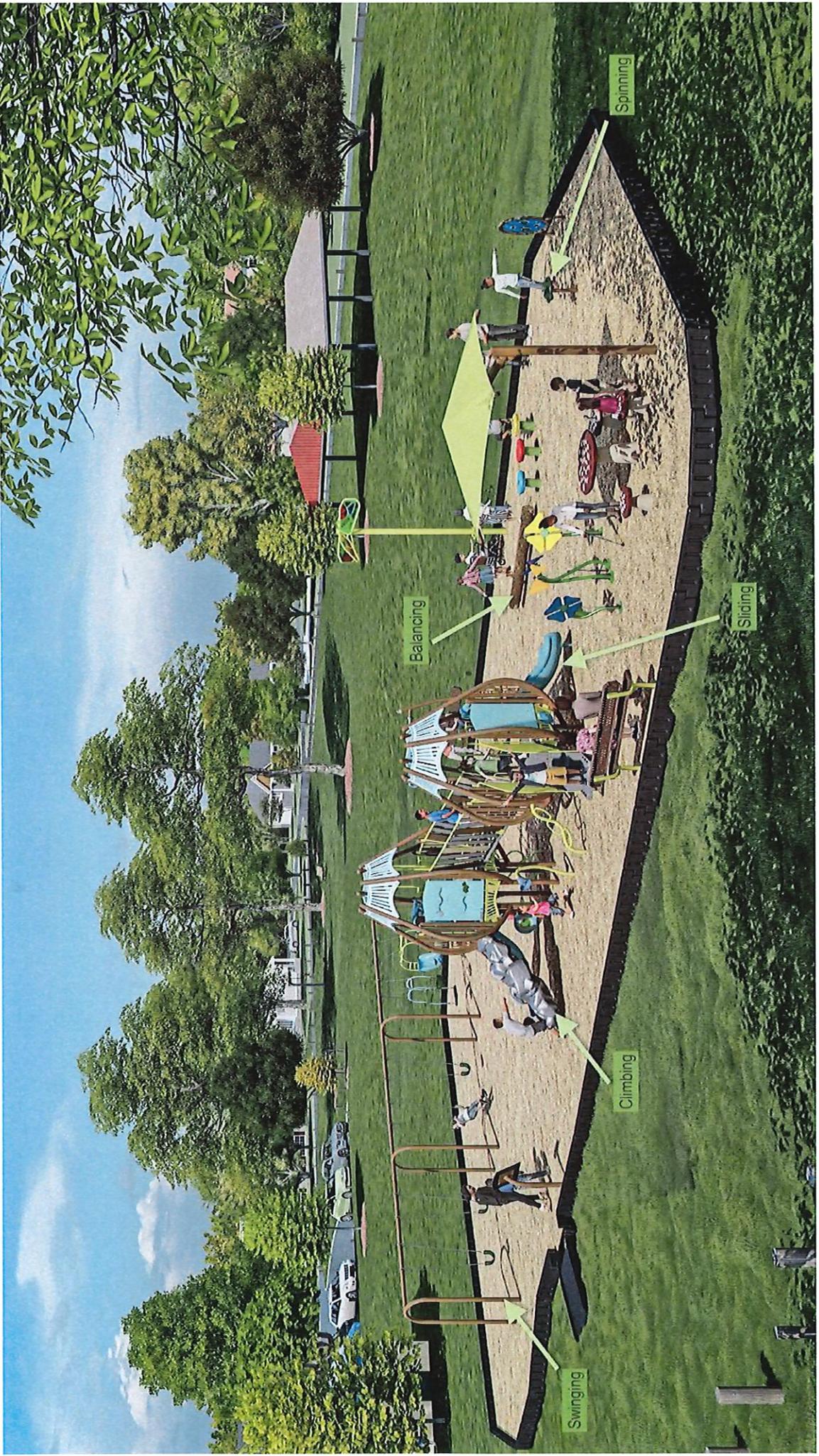
Brachiating

Sliding

Spinning

Balancing

Climbing



Spinning

Sliding

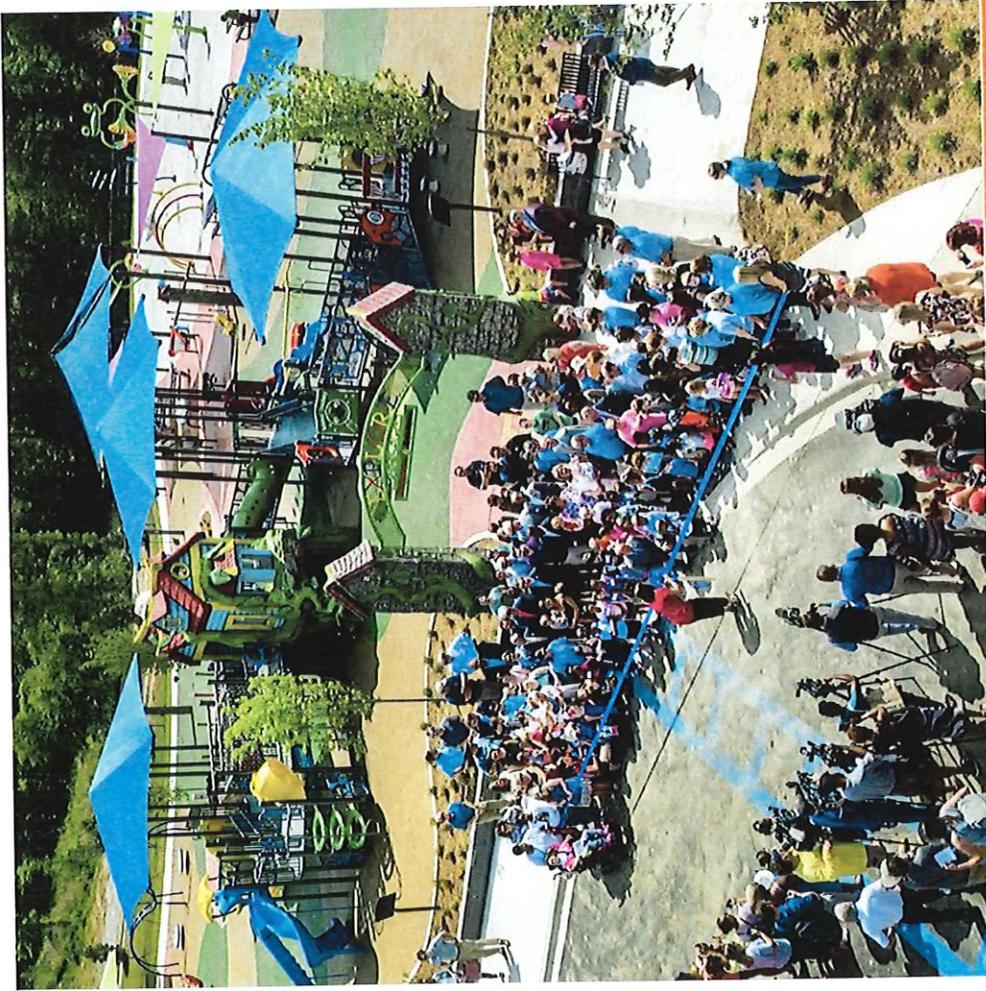
Balancing

Climbing

Swinging

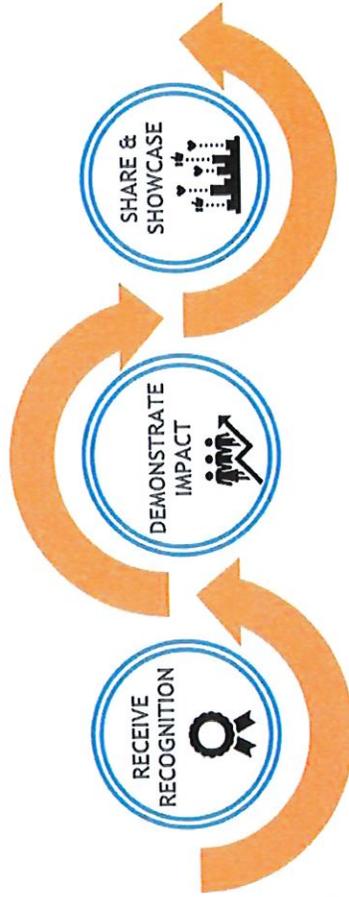


Brachiating



# JOIN THE MOVEMENT!

## Turn Research into Practice



QUESTIONS?

Thank you!

Maggie McBrayer, CPSI  
maggie@cunninghamrec.com

## DeDe White

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**From:** Chris Johnston <chrisjohnstonhomes@gmail.com>  
**Sent:** Tuesday, May 2, 2023 8:59 AM  
**To:** SH Water  
**Subject:** [External] 1030 Briggs Ln

Good morning. Would like to reconnect water today at my property. You should have a copy of my drivers license, phone number and mailing address on file. Thanks

Edy Johnston  
Owner

Sent from my iPhone