



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee

**From:** Frank Fanelli, Director of Project Management

**Date:** February 26, 2024

**Re:** Purchase order under state contract 23PSX0149 Obrien & Sons to provide design and resurface the playground at Nathan Hale School

**Answer all questions** and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information	
Vendor Name:	M E O'brien & Sons, Inc.
Doing Business as: (DBA)	
Vendor Address:	PO Box 718 Medway MA 02053
Vendor Contact Name:	Brian Iafolla
Vendor Contact Email:	
Is the contractor a minority or women owned small business?	No
Agreement/Contract Information	
New or Renewal Agreement/Contract?	Purchase Order
Effective Dates: (mm/dd/yy) <small>Multi-yr. require Board of Aldermen approval</small>	From 3/11/2024 To 06/30/2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$180,575.20
Funding Source Name: Acct. #:	2023-2024 Capital Projects 3C24-2461-58101
Contract #: <small>(Local or State)</small>	23PSX0149



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**Key Questions:**

**1. What specific service will the contractor provide:**

Design and resurface the playground at Nathan Hale school.

**2. How was the contractor selected?** *\*Attach appropriate supporting documents*

- Quotes
- Sealed Bid # \_\_\_\_\_
- Sole Source # \_\_\_\_\_
- RFP# \_\_\_\_\_
- State Contract # 23PSX0149
- Exempt Professional
  - Accountant
  - Actuary
  - Appraiser
  - Architect
  - Artist
  - Dentist
  - Engineer
  - Expert Professional Consultant
  - Land Surveyor
  - Lawyer
  - Physician/Medical Doctor

**3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:**

**a. Please explain how the vendor was chosen?** *\*Attach Vendor Proposal*

n/a- state contract

**b. Who were the members of the selection committee?** *(Minimum 3 members required)*

n/a- state contract



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**4. If this is a renewal with a current vendor, has the vendor met all obligations under the existing agreement/contract?**

n/a - new

**5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? \*Attach Renewal Letters**

n/a - new

**6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?**

This is project based and has no recent fiscal comparison.

**7. Is this a service that existing staff could provide? Why or why not?**

No this is a specialized service that will be provided by a state vetted contractor.



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**Agreement/Contract Processing Checklist**

*To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.*

**Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement\_Contract\_Checklist\2022-2023**

<b>1. Has this vendor performed service(s) in prior fiscal years?</b>	
If Yes,	Vendor # <u>45230</u>
If No or New,	Vendor must provide completed W9
<b>2. A quotes or proposal submitting regarding the agreement/contract.</b>	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p><b>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></b></p> <p><b>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></b></p> <p><b>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</b></p>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<p><b>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</b></p>	
Emailed Disclosures are acceptable.	



# Quotation

M.E. O'Brien & Sons, Inc. is an Affirmative Action/Equal Opportunity Employer AA/EOE and Massachusetts SDO Certified WBE

**Company Address**

PO Box 718, Medway MA 02053-0718  
 TEL 508-359-4200 / FAX 508-533-6342  
 www.obrienandsons.com

**Date** 2/29/2024

**Quotation Expires** 3/30/2024

**Salesperson** Brian Iafolla  
**Admin Asst** Karen Hanley

**Customer Name** Frank Fanelli  
**Tel, Email** Frank.Fanelli@new-haven.k12.ct.us

**Comments or Special Instructions**

**2024 MHEC MC16 B16 PRICING**

**Version #** 1

<b>Job Name</b>	Nathan Hale School New Haven, CT
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Salesperson	Email	Pay Terms	Estimated Lead Time
Brian Iafolla	brian_iafolla@obrienandsons.com	Net 30	25 weeks +

Quantity	Unit	Vendor, Model Number & Description	Unit Price	Taxable?	Amount
		<u>Landscape Structure Inc.</u>			
1	ea	#ME024224 - Playbooster Playground Equipment details per attached spread sheet.			
1	lot	<b>Total Equipment</b>			\$ 73,222.00
1	lot	<b>MHEC State Contract Discount</b>			\$ (4,393.32)
1	lot	<b>Freight</b>			\$ 7,700.00
		<b>Total Equipment Delivered \$76,528.68</b>			
		<u>Action Play Systems</u>			
46	ea	#APS-Border12 - 12" playground border with spike			
1	lot	<b>Total Equipment</b>			\$ 1,472.00
1	lot	<b>MHEC State Contract Discount</b>			\$ (44.16)
1	lot	<b>Freight</b>			\$ 495.00

Quantity	Unit	Vendor, Model Number & Description	Unit Price	Taxable?	Amount
		<b>Total Equipment Delivered \$1,922.84</b>			
		<u>Surface America</u>			
2080	sq/ft	Playbound poured in place rubber playground safety surfacing			
		3.5" thick throughout			
		50% black 50% standard color			
		Aromatic Binder			
		includes freight & installation			
1	lot	PIP Rubber surfacing			\$ 56,472.00
1	lot	MHEC State Contract Discount			\$ (3,388.32)
		<b>Total Furnished, Delivered &amp; Installed rubber surfacing \$53,083.68</b>			
		<i>*Site prep by playground installation crew*</i>			
		<u>Installation Services</u>			
		Receive and offload equipment deliveries			-
		Excavate site, approx. 2080 sqft, approx. 12" below finished grade			\$ 6,240.00
		Install 46 playground borders with spikes			\$ 1,150.00
		Layout and auger posts holes			-
		Assemble and install playground equipment			\$ 35,000.00
		Pour concrete footings			-
		Supply, spread and compact stone mix sub-base for rubber surfacing			\$ 6,000.00
		General site remediation			\$ 650.00
		<b>*Priced using prevailing wage rates*</b>			
				Subtotal	\$ 180,575.20
				Tax Rate	
				Sales Tax	\$ -
				<b>TOTAL</b>	<b>\$ 180,575.20</b>

If you have any questions concerning this quotation, please contact your salesperson listed above.

2/14/2024

**Please Read the Attached TERMS & CONDITIONS**

Quantity	Unit	Vendor, Model Number & Description	Unit Price	Taxable?	Amount
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**\* Due to ongoing steel and other material surcharges as well as increased demand, quotations are only valid for 30 days \***

- **LEAD TIMES:** Estimated lead times vary after receipt of order and architectural approval if required. Lead times may fluctuate due to the availability of raw materials at the time of order.
- The Purchaser is responsible for quantity, color, and product confirmation. Prices are based on quantities listed. Any change to quantities will impact prices quoted. Standard manufacturer's design, colors, specifications, and construction apply unless otherwise noted.
- Prices do **NOT** include shipping charges, sales tax, resilient surfacing, assembly or installation unless otherwise noted on quotation.
- Delivered prices do **NOT** include off-loading, lift-gate or inside delivery. If requested, additional charges will be added. (Lift gate service is a truck that has a lift gate on the back to bring the skids to the ground. Once on the ground it is the receivers responsibility to move it from there.)
- M.E. O'Brien & Sons is NOT responsible for **plan take-offs**. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- Quote is based on information at time of bid/request. Any changes, updates, addenda, etc. may require quote to be revised.
- It is expected that Approved Submittals should be returned to our office within 60 days of issue to ensure that prices for these products can be held. Approved Submittals that exceed 60 days before being returned may incur price increases.
- **If installation is included**, M.E. O'Brien & Sons is **NOT** responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control. Additional costs will apply.
- When O'Brien & Sons is supplying materials only, retainage does not apply.
- Enrollment in a software program tracker (such as Mwrap, CCIP or LCP) is **NOT** included. If these are required, please advise the cost and the price will be added to the contract.
- Excludes any and all GC requirements not specifically spelled out in this quote.
- **Returns** must be made within 30 calendar days of receipt of order. Customer is responsible for a re-stocking fee of 20-50% (varies by manufacturer), plus shipping charges (to and from) for all returned materials. Custom products or custom colored products are **NOT** returnable. Shade Systems and Ironsmith products are **NOT** returnable. Surfacing materials are **NOT** returnable.
- **Deliveries:** When delivered, inspect entire shipment carefully, make note on delivery receipt of ANY damage so a freight claim can be filed if damage is discovered after opening package(s).



# Poured in Place Surfacing and Playground Turf STANDARD TERMS & CONDITIONS

- If design and colors have not been previously provided for take-off and any percentage of sky blue, royal blue, light gray, dark gray or teal is selected after quoting, aliphatic binder is required, an additional \$3.00 per square foot will be added.
- If design and colors have not been previously provided for take-off and any percentage of teal, yellow, purple, orange, and primary red (which are premium colors) are selected, an additional \$0.65 per square foot will be added.
- **Seams:** Poured in Place and Playground Turf crews will work diligently to install every surface with no seams, but uncontrollable situations do arise that prevent a surface from being seamless. In any instance where a seam(s) is installed, it will be as invisible as possible, as tight, and strong as possible, and also covered under their extensive warranty.
- **Plan Take-offs:** If a design has not been provided at time of quote, M.E. O'Brien & Sons is NOT responsible for plan take-offs. It is the responsibility of the purchaser to approve/purchase items "per plan". It is always in the best interest of the purchaser to provide a design at time of pricing, otherwise all quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. **Always confirm and double-check quantities quoted.** Any changes to quantity will impact price quoted.
- **Installation:** When installation is included, please note the following:  
Prevailing wages are included. Installation is to take place over a prepared compacted stone sub-base. Installation lead-time is to be determined and is weather dependent.
- **Crews** are non-union.
- **Sub-base of compacted stone is by others, unless specifically shown as included on the quote:**
  - The supply, installation and grading of the sub-base material is NOT the responsibility of M.E. O'Brien & Sons or the surfacing crew, if compacted stone is by others, unless specifically shown as included on the quote.
  - **Sub-base grading for slopes:** 30 degree (57.5%) maximum slope for any mound 4' high or over; 45 degree (100% maximum slope for any mound/slopes under 4' high. If mound is steeper, the surfacing company will not be able to warranty surface. Additionally, installation may not be possible. Asphalt sub-base (fully cured 28 days) is always required for slopes/mounds. Surfacing will be installed to follow slope of sub-base.
  - Confirming accuracy of sub-base is not the responsibility of M.E. O'Brien & Sons or surface manufacturer, and grading accuracy is assumed correct upon arrival of install crew. M.E. O'Brien & Sons is not responsible for incorrect grading, when compacted stone is by others. The surfacing crew will not determine whether the sub-base has been installed correctly/per spec.
- Curbing and edging is **NOT** included in pricing.

- **Access:** Crews must have free, clear and ease of access to site from unload point for price to hold. Crews would need a minimum of a 6' wide clearance opening from the outside to the play area where product is being installed for the equipment and materials used for this installation. Additional costs may be incurred should access be less than acceptable. If stairs are required to gain access to site, pricing will need to be re-quoted, and customer must advise location and number of stairs. If material and machinery need to be hoisted to and from the site, hoisting will be provided at no cost to M.E. O'Brien & Sons or the surfacing manufacturer. Crane, electrical and water provided by customer at no cost to the surfacing crew. Crane must remain at the site from job start to job completion. Ease of access into area is necessary for amount estimated. If access is difficult, please advise and request re-quote.

- **SITE SECURITY IS MANDATORY AND BY THE PURCHASER, AS NEEDED, TO PREVENT VANDALISM AND/OR DAMAGE OF ANY TYPE TO THE SURFACE DURING THE INSTALLATION PROCESS, CURING TIME, AND AFTER THE INSTALLATION IS COMPLETED.** M.E. O'Brien and Sons and the surfacing manufacturer will NOT be responsible for repairs if surfacing is walked on or otherwise disturbed prior to curing.

- **Testing:** Price does not include cost for playground safety surfacing testing, if required by specification, unless otherwise noted in product description. Industry Standard HIC and GMAX scores are 1000/200. It is difficult for a surfacing manufacturer to determine what thickness will be needed to meet arbitrary HIC and GMAX numbers.

**NOTE:**

- Surfacing materials are **NOT** returnable.

11/30/2023

**All Fields Must Be Completed to Place Order**

**Job Name:** Nathan Hale School New Haven, CT

**Quotation Date:** 2/29/2024

**Version #** 1

**Bill to:**

**Ship to:**

Company \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City, State ZIP \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Phone \_\_\_\_\_

24-Hr Contact Name \_\_\_\_\_

Email \_\_\_\_\_

24-Hr Contact Tel # \_\_\_\_\_

PO# \_\_\_\_\_

24-Hr Contact Email \_\_\_\_\_

Purchase Amount \$ 180,575.20

Date Wanted \_\_\_\_\_

Delivery Days/Hours \_\_\_\_\_

Job Address \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Is job tax exempt (Y/N)? \_\_\_\_\_

Tax Exempt # \_\_\_\_\_  
(Tax exempt certificate required)

**Customer Acceptance**

The attached standard terms and conditions (the "Standard Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer"), and M.E. O'Brien & Sons, Inc. ("O'Brien & Sons"). The Customer's acceptance and understanding of these Standard Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract. **Order cannot be processed without a completed and signed copy of this Purchase Contract.**

\_\_\_\_\_  
Signature (customer or authorized representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

*THANK YOU FOR YOUR BUSINESS!*