



**Hayden Recreation Department
Request for Proposal
Playground Design and Development Services**

Date: December 15, 2017

To: Open Invitation to Professional Playground Design Consultants

From: Hayden, Colorado Parks and Recreation

Re: Professional Design and Development Services for Dry Creek Park Playground

I. GENERAL INFORMATION & SCHEDULE

This Request for Proposals (RFP) invites responses from qualified, experienced professional design consultants to design, develop and implement a final design for a playground at Dry Creek Park in Hayden, Colorado. This new playground will enhance and expand the existing Pavillion, ballfields, fishing pond and trails located at the park, which is located adjacent to the Routt County Fairgrounds and is the Town's largest park facility. Questions concerning this RFP must be made via email per the schedule outlined below. Responses to all submitted questions will be posted at <http://haydencolorado.org/town-government-2/parks-recreation-board/town-parks/>.

- Issue date: Friday, December 15, 2017, 2:00PM
- Optional site visit: Wednesday, January 3, 2018 10:00 AM
- Questions due: Wednesday, January 10, 2018, 12:00 PM
- Submittals due: Monday, January 15, 2018 5:00 PM

Inquiries/submissions to: Tammie Delaney, Recreation Coordinator at tammie.delaney@haydencolorado.org.

II. PROJECT DESCRIPTION

The purpose of this project is to develop a playground at Dry Creek Park, the largest of Hayden, Colorado's town parks. The proposed playground will enhance the existing facilities and provide a play area adjacent to the ball fields and the pavilion. The new playground design will provide areas of play offering unique play features, nature-based, and interactive garden/landscape experiences with an emphasis towards inclusiveness and interactivity for both children and adults. A public process is required to be incorporated into the design to listen and learn from community members of what components are preferred.

Conceptually, components in the areas of play may include a music garden, quiet space, accessible stage/ampi-theater, raised sand bed, connection to water and water pads, early



childhood area (natural components and dramatic play), adult recreation & rehabilitation, large-scale slide built into land (if the opportunity exists), zip/aerial line, all accessible swings, and accessible pathways. Conceptually and physically, these areas will be connected by natural, accessible landscape to the extent possible.

While the Town's preference is to construct the new playground over one season as a single-phased project, fundraising may dictate that the construction be phased.

The area for the proposed playground site, represented above, is approximately 165'x100', or 16,500 SF.

The UA playground design should incorporate the principles of universal design, defined as the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design (per NC State University's The Center for Universal Design, <http://www.ncsu.edu/ncsu/design/cud/index.htm>).

The UA principles are:

- 1. Equitable Use - The design is useful and marketable to people with diverse abilities.*
- 2. Flexibility in Use - The design accommodates a wide range of individual preferences and abilities.*
- 3. Simple and Intuitive Use - The design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.*
- 4. Perceptible Information - The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.*
- 5. Tolerance for Error - The design minimizes hazards and the adverse consequences of accidental or unintended actions.*
- 6. Low Physical Effort - The design can be used efficiently and comfortably with a minimum of fatigue.*
- 7. Size and Space for Approach and Use Appropriate - Size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture, or mobility.*

In addition, this project must be in compliance with ADA standards for Accessible Design.

Ideally this project will realize strategic action items within the Hayden Parks, Recreation, Trails and Open Space Master Plan, available at <http://haydencolorado.org/wp-content/uploads/2014/05/F8607D4E-30DE-49DF-9D37-8303352CEB67.pdf>

III. PROJECT SCOPE, SCHEDULE & COST

Project Scope

The selected consultant will provide the Town with professional services to gain public input and realize the successful design of the final project. This includes, but is not limited to, the following elements:

- Provide full design for the playground from concept sketches through construction documents including project bid docs and specifications.



- Create (4) concept renderings to support fundraising. It is anticipated that these renderings will be provided before the project bid docs are completed, no later than May 2018.
- Provide a construction estimate for the final project design.
- Conduct/participate in a process through which a playground equipment provider(s) is (are) specified.
- Develop a long-term maintenance plan and annual maintenance estimates.
- Advise on facilitation of up to (3) public meetings, workshops, etc. during the design development process.
- Advise on facilitation of meetings with Hayden staff and project partners during the design development process as needed.
- Coordinate sub-consultants, if necessary.
- Deliver final plans & supporting materials.

Public outreach and engagement will play a critical role in the playground. A range of community participation methods are in place and the selected consultant will assist in advising additional methodologies, including participatory workshops or presentations to specific organizations. The Town of Hayden will support the selected consultant with social media messaging and web-based communications.

Schedule

The Town anticipates the selection of the consultant in February 2018 and the completion of all related work by June, 2018. Construction is anticipated to begin in FY19 (Spring 2019) and is dependent on fundraising progress.

IV. RFP SUBMITTAL

Responses to this RFP must include the following:

- 1) Qualifications Detail consisting of:
 - a) Cover letter including statement of understanding & approach to this project; the statement should describe the applicant's understanding of the project and the special skills and innovative thinking that the team would bring to the project.
 - b) Attachment A (provided in this RFP): Signed by a representative of lead contractor attesting that all terms, conditions and procedures outlined in this RFP are understood and have been followed;
 - c) Proposed Project Team Members: A description of the applicant's organizational composition, disciplines, and the primary role of each individual/firm on the team. Organizational charts may be included, if appropriate. Clearly indicate the applicant's designated team leader for the project as well as the specific individuals who will be assigned to the work and their respective expertise in such work.
 - d) Specific Project Experience: Descriptions detailing completed, similar or relevant project experience that the applicant has executed. Include graphic representation. Links to similar or relevant projects are encouraged.



- e) List of References: Provide a minimum of three client references with which the applicant has provided similar design/build services within the last ten years. Include the name and telephone number of the contact person and a description of the role and services provided to that contact.
- 2) Technical Proposal consisting of:
 - a) A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal;
 - b) A scope of work that includes steps to be taken, including any products or deliverables;
 - c) A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each sub-contractor by task;
 - d) A proposed schedule that indicates project milestones and overall time for completion; expedited schedules will receive a higher ranking;
 - e) Any other information deemed necessary to address the requests of this RFP.
 - 3) Cost Proposal consisting of:
 - a) A composite schedule by task of direct labor hours;
 - b) An itemized schedule of all expenses, including both labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must be provided for each sub-consultant);
 - c) A maximum budget amount inclusive of all fees and expenses.

Responses to this RFP must be received per the schedule outlined on Page 1 to be considered. Late responses will not be allowed. Proposals must be submitted in digital (PDF) format by email before the deadline. Print copies of the proposal will be accepted, however need receipt before the deadline at the Town offices and an electronic copy must also be provided. Applicants will receive a confirmation email once their proposal is received. Please ensure that the document is easily printable in an 8.5x11 format (drawings may be 11" x 17").

Additional requirements are as follows:

- Applicants are solely responsible for ensuring that proposals arrive on time.
- Each applicant MUST provide their submittal electronically as a PDF.
- Faxed proposals WILL NOT be accepted.
- Late replies WILL NOT be considered.

Proposals and questions should be submitted to Tammie Delaney, Recreation Coordinator, Town of Hayden at tammie.delaney@haydencolorado.org.

Proposals may be mailed or delivered to:

Tammie Delaney, Recreation Coordinator

Town of Hayden

PO Box 190, 178 West Jefferson Ave., Hayden, CO 81639



V. EVALUATION CRITERIA & ANTICIPATED SCHEDULE

In compliance with the Town of Hayden's Procurement Policy, Hayden Recreation will evaluate all complete proposals from qualified Contractors on the following criteria. Consultants will be scored up to a maximum of 100 points based on the following:

- 1) **Experience & Qualifications** relevant to key personnel and/or sub-contractors (15 pts)
- 2) **Project Understanding & Knowledge of Area** depth or relevant technical experience (15 pts)
- 3) **Ability to Meet Schedule** expedited & efficient schedules receive higher score (15 pts)
- 4) **Budget & Value** as related to proposed and additional costs (15 pts)
- 5) **Depth of Skills** related to technical aspects of project (10 pts)
- 6) **Demonstration of Innovative Approaches** particular to technical solutions (10 pts)
- 7) **Level of Experience** with municipalities of similar size, structure and complexity (10 pts)
- 8) **Quality, Clarity & Completeness** of submittal package (10 pts)

Qualified consultants must demonstrate a proven history of successful universal/accessibile playground design experience that incorporates innovative and sustainable strategies. Proposals will be evaluated based on the expertise of the consultant team and the overall experience of the team with emphasis on parks, recreation, waterfront, open space, trail and facilities.

VI. ANTICIPATED PROJECT SCHEDULE

The Town reserves the right to amend dates. While the timeline may be subject to change, all participating parties will be notified. The anticipated schedule is as follows:

- Issue date: Friday, December 15, 2017, 2:00PM
- Optional site visit: Wednesday, January 3, 2018 10:00 AM
- Questions due: Wednesday, January 10, 2018, 12:00 PM
- Submittals due: Monday, January 15, 2018 5:00 PM
- Week of January 15, 2018 Evaluation of RFP submittals
- Notice of award by January 26, 2018
- Late January, 2018 Design development begins
- February 2018 Design renderings completed
- March 2018 grant and fundraising capital campaign begins
- May 2018 Construction documents and bid package completed
- Summer 2018 Construction for FY19 planned

VI. TERMS & CONDITIONS

Communications

It is extremely important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted on the Hayden Recreation website at: at <http://haydencolorado.org/town-government-2/parks-recreation-board/town-parks/>.



Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered.

Respondents should not communicate with any Town department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any Town Official or persons involved in evaluating or considering the statement of qualifications. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

General Compliance with Laws

The Consultant shall comply with all applicable Federal, State and local laws.

Other terms

Costs for preparing the Request for Proposal are solely the responsibility of the respondent. The Town of Hayden reserves the right to accept or reject any or all Request(s) for Proposal(s), with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the Town will be final. The Town reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFP will become the property of the Town upon delivery. This solicitation in no way obligates the Town of Hayden to award a contract.

Equal Opportunity: the selection of consultant shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The Town of Hayden is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses. It will be necessary for responding parties to comply fully with the terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFP must be included as part of the final submittal (see Attachment A).

ATTACHMENT A

Understanding of RFP Procedure, Terms and Conditions

This page to be returned with submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant Team: _____

Representative's Printed Name: _____

Representative's Signature: _____

Date: _____



Attachment "A"

SAMPLE FOR AGREEMENT THAT WOULD BE FULFILLED UPON SELECTION OF PROVIDER **AGREEMENT FOR PROFESSIONAL SERVICES**

This **AGREEMENT FOR PROFESSIONAL SERVICES** is made effective the _____ day of _____, 2018 between the TOWN OF HAYDEN, a Colorado home rule municipal corporation ("Town"), and _____ ("Consultant").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Scope of Agreement.** Consultant agrees to provide Playground Design and Development Services, as described in the Request for Proposal Playground Design and Development Selection, for the Town of Hayden, Colorado.
2. **Consideration.** The Town agrees to compensate Consultant for its' fees and services in an amount as established within the Professional's submittal for the scope of work identified in the Request for Proposals. Work beyond the scope of work shall be performed on a time and materials basis based upon the hourly rates identified in the cost estimate table as described in the Professional's submittal. All work shall be approved by the Town prior to incurring costs on a project.
3. **Term and Renewal.** This Agreement shall be effective as of the date of its execution by both parties and shall extend five (5) years unless earlier terminated pursuant to paragraph 13, subject to and conditioned upon annual budgeting by the Town for Consultant's services pursuant to Section 10, below. Should the Town fail to budget for Consultant's services in any budget year, then this Agreement shall not renew and shall automatically terminate. This Agreement may also be terminated by the Town at any time pursuant to Section 13, below.
4. **Non-Exclusive.** This Agreement shall not be deemed to be an exclusive agreement. From time to time, the Town, at its sole discretion, may contract with firms other than the Consultant to provide services similar to or related to those offered by the Consultant that are not listed in the Request for Proposal Playground Design and Development Selection, for the Town of Hayden, Colorado. Examples include but are not limited to _____. The Town also intends to continue to separately contract for certain other specialized services including _____, on an as-needed basis.
5. **Status.** Consultant is an independent consultant and shall not be considered an employee of the Town for any purpose.
6. **Standard of Care.** The standard of care applicable to Consultant's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or



similar services in Colorado. Consultant will re-perform any services not meeting this standard without additional compensation.

7. Indemnity. Consultant shall hold harmless and indemnify the Town from and against any damages awarded against the Town, or incurred by the Town in defense of any claim (including reasonable attorneys' fees, costs or expert witness fees), related to Consultant's or its sub-consultants, and their respective officers, employees and agents performance of its obligations under this Contract.

8. Insurance. Consultant and any sub-consultants shall maintain workers' compensation, automotive liability, and general liability insurance coverage with at least the following minimum limits: General Liability - \$1,000,000 per occurrence/\$2,000,000 Aggregate; Automobile - \$1,000,000 combined single limit, with a Hired & Non-owned Auto clause; Workers Compensation — Colorado State Statutory Limits. Consultant shall also maintain professional liability insurance with coverage limits of **\$1,000,000 per occurrence/\$1,000,000 Aggregate**. The Town and its employees shall be named as an additional insured under the general liability policy, which shall specifically insure Consultant's indemnity obligations pursuant to the preceding Section 7, above. Every policy required above shall be primary insurance, shall contain a waiver of subrogation provision against the Town and its, officers, employees and agents, and any insurance carried by the Town, its officers, or employees, or agents shall be excess and not contributory insurance to that provided by the Consultant. The additional insured endorsement shall not contain an exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above. Certificates of insurance shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or an extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000



per occurrence) or any other rights immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the District, its officers or employees.

9. Governmental Immunity/TABOR. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This contract is also contingent upon annual budgeting by the Town of Hayden and nothing in this contract shall be construed as a multi-year financial obligation of the Town.
10. Immigration Compliance. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Contractor has verified or attempted to verify through participation in the Basic Pilot Program that the Contractor does not employ any illegal aliens. (For the purpose of this paragraph, "Basic Pilot Program" is defined to mean the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security). If the Contractor is not accepted into the Basic Pilot Program prior to executing this contract, the Contractor shall apply to participate in the Basic Pilot Program every three months until the contractor is accepted or this contract has been completed, whichever is earlier. The Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. This paragraph shall not be effective if the Basic Pilot Program is discontinued.

If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the contractor shall notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(2).

11. Employees, Subcontractors and Assignees. The providing of professional services required under paragraph 1 of this Agreement shall be the responsibility of Consultant.



Consultant may employ or subcontract with additional persons to assist in the performance of this Agreement. Supervision and payment of any such persons shall be the sole and exclusive responsibility of Consultant. Notwithstanding the foregoing, however, this Agreement shall not be assigned by Consultant to a third party without the prior express written consent of the Town.

12. Termination At any time the Town may terminate this Agreement effective immediately upon the delivery of written notice to Consultant. In the event of any such termination, the Town shall pay Consultant for monies owing through the date of termination.
13. Agreement Administration and Notice. For purposes of administering this Agreement, the Town Council hereby appoints the Town Manager to represent the Town in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Town: Mathew Mendisco, Town Manager
Town of Hayden
P.O Box 190
178 West Jefferson
Hayden, CO 81639

Copy to: Michael J. Holloran, Town of Hayden Attorney
Michael J. Holloran LLC
141 9th St.
Steamboat Springs, CO 81639

To the Consultant:

14. Responsibilities. Consultant shall be responsible for all damages to persons or property caused by the Consultant, its agents, employees or sub consultants, to the extent caused by its negligent acts, errors and omissions hereunder.
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.
16. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Exclusive venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.



17. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

18. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Consultant, the substantially prevailing party shall be entitled to recovery of all actual costs, expert witness fees and attorney fees incurred in connection with such litigation. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day of _____, 2017.

TOWN OF HAYDEN
a Colorado home rule municipal corporation

By: _____
Jim Haskins, Mayor

ATTEST:

Sharon Johnson, Town Clerk

