REQUEST FOR PROPOSALS

Playground Design and Installation Management

RFP – 2023-02 Topstone Park Improvements Design and Installation Management Services

The Town of Redding is now accepting proposals for the selection of a consulting firm/contractor to provide design services, equipment sourcing, and installation management for playground equipment and shade elements at Topstone Park. Topstone Park is Redding's only municipal park and encompasses 280 acres of preserved forest with a 25-acre pond as its principal feature. The park is open year-round. Residents and visitors can access the park via an access road with parking and through a 3.61-mile trail system. The pond beachfront offers residents and visitors a lifeguard-supervised swimming area during the summer with a diving dock, kayaks, canoes, restrooms, and changing facilities.

The project is being financed by the Town of Redding through American Rescue Plan Act funds and has an all-inclusive budget of $150,000. The project should be completed as a single phase with target completion by the end of April 2024.

Proposals must be received by the Finance Director, Town of Redding, 100 Hill Road, P.O. Box 1028, Redding, CT 06875 no later than 5:00 PM on January 11, 2024. Proposals can be submitted in either of the following ways:

1. Paper copy sent to the above address. All proposals must be in a sealed envelope marked on the front with the name of the project, Topstone Park Improvements, and the proposer.
2. Emailed to jsanders@townofreddingct.org. Subject line must include the name of the project, Topstone Park Improvements.

Proposals transmitted by facsimile will not be accepted.

A mandatory Pre-Bid meeting, will be held at Topstone Park (72 Topstone Road, Redding, CT) at 10:00 AM on Wednesday, December 20, 2023. Any questions should be directed to Rob Blick, Park and Recreation Director, at rblick@townofreddingct.org. The
The selected firm shall carry out all tasks necessary to develop detailed plans and specifications and provide installation management services which will include, but not be limited to, the following:

1. Inspect the subject project area to determine general conditions, layout, constraints, and existing improvements.
2. Preliminary design layout as well as final design drawings and specifications for the project for review and approval by the Town Board of Selectmen and any required Town commissions.
3. Identification of permits necessary to complete the project based on the final design. Preparation of permit applications for the Town to submit to appropriate commissions and departments.
4. Attendance of up to 2 meetings which may require presentation materials. The firm should be able to answer questions raised by the various stakeholders.
5. Ensure the final design includes the following elements. All elements should blend well into the wooded environment of Topstone Park.

SECTION A:
Approximate footprint 57 ft x 123 ft

- Interconnecting play structures connected with low and transitory stepping, climbing, bridge structures
  - BEARS (or a substantially equivalent, natural material) play structure designed for 2-5 year old children.
**BEARS** (or a substantially equivalent, natural material) play structure designed for 5-12 year old children.

- Sensory play elements or creative stimulation element.

**SECTION B:**
A shade structure to cover an area approximately 20 ft x 40 ft on the open sandy area on the left side of the pond. The Town seeks temporary sailcloth structures that allow for strong, permanent shade options in peak season with the option to remove for low / slow season.

**SECTION C:**
A freestanding creative stimulation element bordering the pond and encouraging sand or water play (source would be the pond water carried by children to the element).

Ensure equipment complies with accessibility guidelines set by the American with Disabilities Act and safety guidelines from the American Society for Testing and Materials and the U.S. Consumer Commission’s criteria for public playgrounds. All elements will be subject to submission to the Town’s engineer for review.

6. Provide itemization of each element, including delivery and installation.
7. Provide anticipated annual maintenance requirements and expected useful life.
8. Prepare final design plans, specifications, and documents.
9. Manage installation of all elements consistent with final design plans.
10. Other services that may be required or recommended by the firm.

The Town reserves the right to modify or expand the existing Scope of Work in a manner that best serves the interests of the Town.

**QUALIFICATIONS**

Respondents to this RFP should demonstrate the following minimum qualifications:

1. Significant play structure design and installation knowledge.
2. Specific experience and references with play structures within wooded conservation areas.

**GENERAL CONDITIONS**

**EXEMPTION FROM TAXES.** Purchases made by the Town of Redding are exempt from payment of Federal Taxes and Connecticut Sales and Use Taxes. Such taxes must not be included in the proposal price of all items or materials permanently incorporated into the work or furnished to the Town.
WITHDRAWAL OF BIDS. The Respondent may withdraw any bid prior to the submission deadline, provided the Respondent’s request for the withdrawal is delivered to the Town’s Finance Director before the bids are opened. No Respondent may withdraw its bid within ninety (90) days after date of opening thereof.

OBLIGATION OF THE RESPONDENT. At the time of the opening of the responses to the RFP, each Respondent will be presumed to be familiar with the contents of the RFP and to have thoroughly read the complete contents of the RFP and no allowance will be made for failure to have done so.

INSURANCE. The successful Respondent shall obtain the insurance coverages described below and maintain such coverages for the duration of the project, from a company or companies with an A.M. Best rating of A- (VII) or better.

The insurance shall protect the Town from claims that may arise out of or result from the successful Respondent’s obligations or from the obligations of any subcontractor or any other person or entity directly or indirectly employed by the successful Respondent or by anyone for whose acts said successful Respondent may be liable. The successful Respondent must require that all sub-contractors, agents, and assigns procure and maintain sufficient insurance protection. The successful Respondent shall not commence work until all insurance required of the successful Respondent has been procured and approved by the Town. For each policy, the successful Respondent shall provide the Town with certificates of insurance. The successful Respondent shall provide updated certificates of insurance at least 30 days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions.

a. Workers Compensation: The successful Respondent shall provide workers compensation insurance required by law with employer’s liability limits for at least the amounts of liability for bodily injury by accident of $500,000 each accident and bodily injury by disease of $500,000 including a waiver of subrogation. Full compliance with the United States Longshoremen’s and Harbor Workers' Compensation Act and the Jones Act is required where applicable.

b. Commercial General Liability Insurance: The successful Respondent shall provide commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of $1,000,000; Personal & advertising injury limit of $1,000,000 per occurrence; General aggregate limit of $2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of $2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as additional insured.
• Coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the town.
• The policy shall contain a waiver of subrogation in favor of the Town.
• The policy shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and the successful Respondent.
• Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

c. Commercial Automobile Insurance: The successful Respondent shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of $1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

d. Umbrella or Excess Liability Insurance: The successful Respondent shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (a) through (c). The policy shall contain limits of liability in the amount of $2,000,000 each occurrence and $2,000,000 in the aggregate. The Town reserves the right to require higher limits of umbrella or excess liability coverage depending on the scope of the agreement.

Each of the policies described above shall be underwritten by an insurance company licensed in the State of Connecticut to underwrite that particular form of insurance. Upon execution of the contract and, upon request of the Town, at every date for renewal of the policies, the contractor shall cause a certificate of insurance to be issued by an insurance agent licensed in the State of Connecticut. The Commercial General Liability and Automobile Insurance policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in policy limits.

CONSULTING SERVICES AGREEMENT. The successful Respondent will be required to sign a contract prepared by the Town Attorney. The Town will deliver a copy of the agreement to the successful Respondent following notice of award.

SELECTION. The First Selectwoman shall designate a selection committee. After review of the Request for Proposals received, the Town will conduct interviews of the respondents it judges to be the most qualified to perform the required services based upon the criteria in this RFP.

CONFLICT OF INTEREST. No elected or appointed official or employee of the Town, or member of a local public agency having jurisdiction within the Town, during his or her
tenure or one year thereafter, shall be permitted to share in, have interest in or benefit from, directly or indirectly, any contract or agreement resulting from this RFP.

**Nondiscrimination.** The contract for services between the Town and the successful respondent will include a non-discrimination clause providing that no person shall be denied or subjected to discrimination on account of any services or activities resulting from the agreement on the grounds of sex, sexual orientation, gender identity or expression, race, color, creed, national origin, age (except minimum age and retirement provision), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of the provision shall be considered a violation of a material provision of the agreement and shall be grounds for cancellation, termination, or suspension in whole or in part of the agreement and may result in ineligibility for further Town contracts. The successful respondent shall provide a non-discrimination certification. The Town of Redding is an AA/EEO employer and encourages MBE and WBE firms to apply.

**Reservation of Rights.** The Town reserves the right to reject any, or any part of or all proposals for any reason; to waive informalities and technicalities; and to accept the proposal which the Town deems to be in its best interest, whether or not it is the lowest cost proposal. The Town reserves the right to review the proposals and reject all proposals or take no action or elect not to select any proposal. The Town reserves the right to cancel the RFP at any time and to reissue this or a substitute RFP at a later date. The Town reserves the right to review the proposals and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the Respondent that the Town feels is best suited to complete the work. The RFP does not constitute a contract or offer of employment.