



CITY OF RAPID CITY

DEPARTMENT OF PARKS AND RECREATION
125 WATERLOO STREET
RAPID CITY, SOUTH DAKOTA 57701

Jerry W. Cole,
Director
(605) 394-5225

To: Mayor Alan Hanks and City Council Members

From: Jerry Cole, Director
Department of Parks & Recreation

Jeri Taton
Administrative
Assistant
(605) 394-5225

Subject: Request for Proposals for Design and Construction of
Vickie Powers Park Playground

Date: February 19, 2008

Lon Van Deusen,
Parks & Cemetery
Manager
(605) 394-4175

Attached please find an RFP for design and construction of a playground in Vickie Powers Memorial Park located west of North Haines Avenue. This will be a custom community-based design and community-built playground project. It is the Department's intent that this park will be a showcase for the City and the playground will be designed with that in mind.

Doug Lowe,
Recreation Manager
(605) 394-4168

The consultant selected will be responsible for planning and organization to include innovate ways of actively involving the community, both children and adults, in the design process, as well as construction management of the playground.

James (JJ) Walraven
Golf Superintendent
(605) 394-4199

We are requesting authorization to proceed with the Request or Proposals for design and construction of a Creative Playground to be located in Vickie Powers Park.

Duncan Olney
Aquatics Manager
(605) 394-5223

If you have any questions, please call 394-5225.

CITY OF RAPID CITY
DEPARTMENT OF PARKS AND RECREATION

VICKIE POWERS PARK
CREATIVE PLAY GROUND RFP
DESIGN AND CONSTRUCTION

MARCH 2008

I. DETAIL SPECIFICATIONS

General Description of Work

Proposals are now being accepted for design and construction facilitation services for a community-based design and community-built playground in the City of Rapid City, South Dakota. The Consultant will provide professional design and engineering services for final project design, including build document preparation and any other related services as deemed necessary by the City.

All work must be in accordance with City of Rapid City policies, codes, and specifications as well as the State of South Dakota specifications, all playground safety codes and the American's with Disabilities Act requirements unless otherwise approved or specified.

Scope of Work

The scope of work consists of a custom, community-based design for a community-built playground to compliment Vickie Powers Park in the area shown on the enclosed plan. The degree of community engagement is of the highest priority. The park is a showcase for the City, and the playground should be designed with that in mind. The City foresees the playground being utilized by children between the ages of 2-12 years. The Consultant will be responsible for maximizing the active participation of the community in the construction of the playground and is expected to help develop the planning and organization necessary for effective community participation in the project. This planning and organization should include innovative ways of actively involving the community, both children and adults, in the design process. A consultant with a Playground Safety Certification is desirable since the Consultant will be responsible for supervising the construction of the playground and will conduct a final inspection prior to allowing children to utilize the playground and shall provide the City with a copy of the Certification of the playground.

The project will be divided into three phases: Design Phase, Organizational Phase, and Construction Phase.

A. Design Phase (Phase 1)

1. The Consultant will provide the City with written project guidelines and detailed instructions on how to organize the project. The Consultant will meet in Rapid City with General Coordinators including City staff to guide the setup of a framework of committees to make the project a success. The Chairpersons of these various committees will collectively be known as the "Playground Committee".
2. The Consultant will train General Coordinators and other volunteers on how to gather input from school children regarding the design of the playground. The

Consultant or Consultant's designee will personally meet with children, parents, school officials and Playground Committee members. The Consultant will incorporate the community's ideas into a customized design. The design shall recognize the natural environment and develop a motif consistent with the park and reflect Rapid City's history. The design shall feature two distinct and separate age-appropriate areas consisting of a tot play areas for ages 2-5 and an older children's area for ages 5-12. As part of the design of the playground, swing sets will be considered. The design shall be open and not include hiding places or enclosed areas that will restrict the vision of children at play. The design shall minimize wood and other products subject to early deterioration. The Consultant will present a preliminary design for review by City staff and Playground Committee members, and then present the preliminary design at a community gathering/celebration. The Consultant will subsequently provide a final design to the City as well as estimated construction costs.

3. The Consultant will meet with a pre-selected Children's Steering Committee of representing various area schools. The Committee will participate in ongoing activities until the playground is built.
4. The Consultant will develop and make a presentation to the community outlining the project from design until the last day of construction. The presentation will serve as a "pep rally" to energize the community and gather support for the project. The date and time of the presentation will be determined after the contract has been signed.
5. The Consultant will provide a schematic plan, a price list identifying key items in the project, and rough price estimates. The Consultant will identify potential resources for donated materials.
6. The Consultant will assign a Project Manager to serve as the City's primary contact for the Organizational and Construction Phase of the project. The Project Manager will be identified by the conclusion of the Design Phase. In the event that a Project Manager has not been assigned prior to commencement of the Organizational Phase, the Consultant will be required to attend any meetings that have been scheduled.

B. Organizational Phase (Phase 2)

1. The Consultant will conduct a series of meetings throughout each phase of this project including a site review, a design review, and meeting with the Playground Committee. Consultant will review all schedules, plans, responsibilities, and construction details with the committee.
2. The Consultant will compile and provide a final itemized list of materials to the City's General Coordinators, including quantities and potential sources. Construction materials should, to the extent possible, consist of recycled plastic

composite for most contact surfaces and be capable of withstanding Rapid City's climatic conditions and extreme summer heat, which can exceed 100 degrees Fahrenheit during the summer months. The safety surfacing must meet the necessary ASTM standards for impact attenuation (ASTM F1292) and accessibility (ASTM F1951). All hardware should have high-quality exterior coatings.

3. The Consultant will provide a tools and materials list to the City's General Coordinators that outlines the number of items needed to complete the build.
4. The Consultant will determine and advise the City and the Playground Committee of the number of volunteer workers needed to complete the project. The Consultant will identify it and when specialized skills will be needed during the Construction Phase to ensure the appropriate volunteers are available to perform the work.
5. The Consultant will meet with the Playground Committee in Rapid City to get the Committee organized for the construction. **Final design plans will be ready and approved by the City of Rapid City and the Playground Committee prior to this meeting.**

C. Construction Phase (Phase 3)

1. The Consultant will be thoroughly familiar with the work in accordance with the construction documents prior to the build start date.
2. The Consultant will be at the designated construction site during the entire number of days for the build.
3. The Consultant will advise and direct the General Coordinators, Playground Committee, and lead construction volunteers (Construction Captains) appointed by the City throughout the build.
4. The Consultant will inspect work on the project throughout the build to ensure adherence to the construction documents, quality of appearance, and conformance with safety standards and guidelines applicable within Consumer Product Safety Commission (CPSC) guidelines, American Society for Testing and Materials (ASTM) standards, and Americans with Disabilities Act Accessibility Guidelines (ADAAG).
5. The Consultant will conduct a final inspection of the playground with a certified Playground Safety Inspector and City staff. The Consultant will correct any design flaws and assist the City in all remedial work if the project fails inspection.
6. The Consultant will assist the Playground Committee in planning an Opening Day Celebration at the conclusion of the construction.

II. DELINEATION OF RESPONSIBILITIES

A. Responsibilities of the Consultant

1. The Consultant will undertake the services identified under Section I above, or as negotiated (if required) with the City, upon execution of the contract by both parties. Services provided will be under the direction, seal, and signature of the appropriate professional engineers.
2. The Consultant will be responsible for the three phases associated with this project. Consultant will lead, coordinate, and partner with City Staff, local elementary schools and other community volunteers involved with this project until completion of the project and final acceptance by the City.
3. Timeline: The Consultant will submit a proposed timeline for the project, beginning from the time that the City issues a written Notice to Proceed to the Consultant until completion of the project by the Consultant.
4. Design: The Consultant will articulate the conceptual motif of the custom-designed community-built playground.
5. Construction of the Playground: The Consultant will develop the specifications for the playground and playground equipment.
6. The Consultant's certified Playground Safety Inspector will have a current card or certificate issued through the National Playground Safety Institute on file with the City. Proof of valid certification must be provided after negotiations with successful Consultant have concluded. The certified Playground Safety Inspector and City staff will conduct a final inspection of the playground to ensure that the constructed playground meets all applicable safety and construction requirements.
7. Maintenance: The Consultant will provide the City with information on the proper long-term maintenance of the playground including scheduled preventive maintenance procedures, inspection and maintenance checklists, and materials and supplier information including procedures for ordering replacement parts. The Consultant will also provide information on the fall zone material underneath the play structures. This will include a discussion of sand, woodchip products, chipped rubber and poured in placed rubber mat.
8. Standards: The Consultant must ensure the playground project meets Consumer Product Safety Commission (CPSC) guidelines, American Society for Testing

and Materials (ASTM) standards, and Americans with Disabilities Act Accessibility Guidelines (ADAAG).

9. The Consultant will submit all invoices for services to the City and include a brief description of services rendered. In addition, invoices must show the name of the Department or Division for which the services were performed and the City of Rapid City Purchase order Number. The invoice shall be presented to the Rapid City Finance Office, Attention Accounts Payable, 300 Sixth Street, Rapid City, SD 57701.

B. Responsibilities of the City of Rapid City and Playground Committee

1. The City of Rapid City will make available to the Consultant all documents in the City's possession that may be useful in completing the project or services requested. However, it will remain the Consultant's responsibility to gather and verify the necessary data.
2. The City will assign a minimum of two General Coordinators to work with the Consultant. Those individuals will be designated after award of the project.
3. The City will provide facilities for all public meetings during the course of the Design and Construction Phase.
4. The City will provide contact information for all local schools and will assist with all public meetings.
5. The City will furnish the site location and all construction materials needed for the Construction Phase of the project.
6. The City will provide and arrange for the volunteer labor during the Construction Phase of the project and will designate the volunteer "Construction Captains".
7. The City of Rapid City will make payment on such invoices submitted in conformance with the contract within 45 calendar days of receipt and verification of the invoice, but not more than once per month.
8. The City will provide the preparation of the site as well as the exterior curbing around the playground area based on the design submitted by the Consultant under separate contract(s).
9. The City will acquire all building permits applicable to this project, prior to the commencement of actual construction. The Consultant will not be liable for any permit fees.

C. Review Committee

The City of Rapid City will set up a Review Committee to review the proposals.

D. Termination of Contract

The City of Rapid City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty calendar days written notice. In such case, the Consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work (including all documents and files) through that date shall become the property of the City of Rapid City.

III. PROPOSAL FORMAT

A. Letter of Transmittal

An officer of the firm authorized to contract for the work must sign the transmittal letter. The letter of transmittal must be addressed to Jerry Cole, Director, City of Rapid City, Department of Parks and Recreation, 125 Waterloo Street, Rapid City, SD 57701, and must, at a minimum, contain the following:

1. Identification of the Consultant including name, address, telephone number, fax number, and Email address.
2. Location of the office from which service will be provided, including hours of operation.

B. Perception and Responsiveness to City's Request

The proposal must include the provider's detailed perception of the Scope of Work identified herein.

Proposals should not include any elaborate or promotional materials, and EXCESSIVELY LENGTHY NARRATIVE IS DISCOURAGED.

C. Consultant's Experience

The proposal must include a demonstration of the Consultant's knowledge and experience relative to the items identified under the Scope of Work. This will include a list of similar projects and a description of the Consultant's general organization and names of key personnel, including the depth and quality of experience. The Consultant must possess the necessary license to perform the services requested.

The proposal must list all proposed sub-consultants to be used for this contract and must include the information addressed above for each proposed subcontractor.

References (three minimum) shall be provide identifying each client, a contact person, and the client's mailing address and telephone number for similar projects completed by the personnel to be involved in these projects. One of the clients must be a government agency.

D. Project Team

The Proposal must include the identification and organization of the team proposed to be assigned to this project, with individual resumes and the specific areas of responsibility of key personnel, concentrating on both breadth of experience and experience on similar projects. The same information must be provided for any sub-consultants proposed to be involved with any work under this proposal.

E. Approach

All proposals must include proposed methods of proceeding with the work, including the method of keeping the City informed on the progress of the project.

F. Level of Effort

The Consultant must provide a proposed schedule and the role of the firm, beginning from the time that the City issued a written Notice to Proceed to the Consultant until completion of the project.

G. Exceptions to this Request for Proposals/Insurance Requirements

Any changes from the provisions of this Request for Proposal which are desired by the Consultant must be specifically noted in the proposal submitted, including all insurance requirements as specified in the attached sample contract.

H. Conflict of Interest Information

Information on possible conflicts of interest should be provided as part of the proposal response. Such information will be taken into account in making a decision on the selection of the Consultant to perform the services.

Should a conflict arise during preparations for or while undertaking these services, the Consultant shall immediately advise the City of such conflict.

I. Fee Proposal

A fee proposal for services must not be submitted as part of the initial proposal. After the City has interview each consultant the interviewing committee will recommend a Consultant that the City staff will begin negotiations with.

IV. PROCESSING OF PROPOSALS

A. Questions

Questions regarding this Request for Proposal, the Scope of Work or need for additional data or information must be submitted in writing by fax, at least seven days prior to opening date, to Jerry Cole, Director, City of Rapid City, Department of Parks and Recreation, 125 Waterloo Street, Rapid City, SD 57701. Please fax questions to: (605) 394-5226.

B. Submission of Proposal

To receive award consideration, one original proposal (signed in blue ink) and five copies (6 total) must be received in a sealed package by the Rapid City Department of Parks and Recreation no later than **Friday, March 28, 2008** at which time they will be opened and later distributed for evaluation.

The sealed package must be clearly marked with "Creative Playground Design and Construction Facilitation Services, and may be mailed to the City of Rapid City, Department of Parks and Recreation at 125 Waterloo Street, Rapid City, SD 57701, or delivered to the Rapid City Department of Parks and Recreation, 125 Waterloo Street, Rapid City, SD 57701.

Any proposals received after **3:30 p.m.** on the date identified above (unless changed by addendum) will not be considered and will be returned unopened to the sender. No oral or electronically transmitted proposals will be considered. Proposals may be modified or withdrawn at any time before the deadline for submission. All proposals will be held in confidence until a contract has been executed or City Council has rejected all proposals. All materials submitted in response to this RFQ will become the property of the City of Rapid City and may be returned only at the City's option and at the Consultant's expense.

C. Fee Proposal

See Section IV (I) above.

D. Rejection of Proposals

The City of Rapid City reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) that in its sole judgment may be in the best interest of the City.

E. Time Frame

The Consultant shall maintain the contract time frames.

F. Pre-Contractual Expenses

The City shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of a Consultant's proposal, prior to execution of the contract by both parties.

Pre-contractual expenses are defined as expenses incurred by the Consultant in:

1. Preparing and submitting proposal(s) to the City.
2. Negotiations with the City on any matter related to the contract terms, professional fees, and schedule.
3. Any other expenses incurred by the Consultant prior to reaching agreement in advance of the date of award of the proposed contract.

G. Notification of Successful Consultant(s)

Successful potential consultant(s) shall be notified as soon as possible by the City following approval by the City Council of the consultants from which the City will commence contract negotiations in descending order. An estimated 90 calendar days may elapse between the final date on which proposals will be accepted and the date on which the City Council authorizes staff to begin negotiations with the top ranked consultant. In the event that the City is unable to negotiate a contract with the first selected consultant, then negotiations will be terminated by the City in writing, and negotiations will commence with the next consultant on the list and continue downward.

H. Notification of Unsuccessful Consultants

The City will notify unsuccessful potential consultants as soon as possible after execution of a contract with the successful consultant(s). It is estimated that the selection process should take 120 days or less in its entirety.

V. SELECTION OF CONSULTANT

A. Qualifications

The Consultant may be a single firm or a joint venture and must show evidence of its technical capability in this work. The Consultant must also be knowledgeable in accordance with all applicable federal, state, and local government laws and regulations. Work must be done in conformance with current professional practices in the State of South Dakota.

B. Criteria for Selection

Selection among the proposals received shall be based upon the following criteria:

Criteria	Points Allowed
Overall Completeness of the Proposal	30 Points
Years of experience in community-built playground projects	20 points
Number of community-built playground projects completed	20 points
Method of completing project	20 points
References and Knowledge	10 points
Maximum Points Allowed	100 Points

The City may prepare a short list of firms from the submitted proposals for oral presentation to a Selection Committee. This decision will be based on the number and quality of proposals received. If proposal are deemed of a high enough quality, oral presentations may be waived and a finalist selected based on proposal submitted.

In the event oral presentations are required, the City of Rapid City will not be responsible for any expenses incurred by the potential Consultants for these presentations. New evaluation criteria may be established for oral interviews. The City will provide the desired format and criteria prior to the oral presentations. **PRESENTATIONS MUST BE CLEAR AND CONCISE.**

The final selected Consultant will be recommended for contracting for this work. However, if it is determined to be in the best interest of the City, all proposals may be rejected and the City may reissue Request for Proposals.

C. Negotiation of Contract

After selection of the successful Consultant and approval by City Council to negotiate and enter into a contract, the City of Rapid City shall negotiate the contract under which the work is to be performed. All items submitted in the proposal will be subject to negotiation. Additionally, the City reserves the right to enter into a single contract with a selected Consultant for any or all of the components of this project.

If negotiations for fees and services are successful with the selected Consultant, as determined by the City, a contract for services will be prepared. In the event that negotiations for fees or services are not successful, the City will terminate those negotiations in writing and begin negotiations with the next Consultant in descending order of approval to negotiate.

The Consultant may not assign or transfer any or all of its rights, duties, or obligations without the prior written consent of the City of Rapid City.

The Consultant's proposal must indicate if there are any problems with meeting the terms of this proposal, including all insurance requirements as specified. Depending on the proposals, the contract will be revised to incorporate the details of the negotiated agreement of the parties.

If you have any questions or concerns regarding these specifications or conditions, please contact Jerry Cole, Parks and Recreation Director, City of Rapid City, at (605) 394-5225.