

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
PLANNING AND DEVELOPMENT SECTION

REQUEST FOR PROPOSALS FOR
NEW PLAYGROUND AT
ODIORNE POINT STATE PARK
570 OCEAN BLVD. RYE, NH 03870

SPECIFICATIONS

PROJECT NO. PR-2105



May 21, 2021

**State of New Hampshire Department of Natural and Cultural Resources
Division of Parks and Recreation**

**Request for Proposals for
Design and Construction of a New Playground
at Odiorne Point State Park
570 ocean Blvd.
Rye, NH 03870**

Project No. PR-2105

SECTION 1 –OVERVIEW AND SCHEDULE

SUMMARY OF THE WORK: The intent of the Request For Proposals (RFP) is to provide the State with a new replacement Playground and Playground equipment at, Odiorne Point State Park, 570 Ocean Blvd. Rye, NH 03870.

PLAYGROUND PROPOSAL PRICE LIMITATION: The total Contract Price shall not exceed \$200,000.00 (two hundred thousand dollars). This is the maximum amount of funding available for this project.

CONSTRUCTION PERIOD: The anticipated Construction start date is August 30, 2021, with a completion date of no later than May 20, 2022. There shall be no active construction work on weekends or the following holidays; Labor day weekend September 4-6, 2021, and Columbus day Weekend October 9-11, 2021.

SCHEDULE: The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Department reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum or Addenda.

EVENT	DATE	LOCAL TIME
RFP Released to Proposer (Advertisement)	May 25, 2021	N/A
Proposer Inquiry Period Ends	June 17, 2021	2:00 PM
Final Agency Response to Proposer Inquirers	June 22, 2021	2:00 PM
Proposals Due	June 29, 2021	2:00 PM
Proposer Oral Presentation and Interviews	July 12-16, 2021	To be determined
Notification of Selection and Begin Contract Negotiations	July 19, 2021	2:00 PM

Date of Approval of Final Contract G&C	August 11, 2021 (pending G&C schedule)	N/A
Site Work Starts	August 30, 2021	N/A
Works Completed no Later than	May , 20 2022	2:00 PM

SECTION 2 AGENCY ISSUING REQUEST FOR PROPOSALS

The Department of Natural and Cultural Resources Division of Parks and Recreation herein the “Department” , “Agency” or “State”.

SECTION 3 – SCOPE OF WORK

Prepare a Proposal for a New Playground at Odiorne Point State Park, in Rye, NH. To perform site work to prepare the site, provide and install playground equipment.

SEE SECTIONS 10 - PLAYGROUND DESIGN & INSTALLATION and SECTION 11 - LANDSCAPING WORK

SECTION 4 PROCESS FOR SUBMITTING A PROPOSAL

PROPOSAL DEADLINE: Proposals are due at the State of New Hampshire Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301 at 2:00 pm on June 29, 2021, Proposals may be submitted by U.S. Mail, delivery service, or in person. Electronic Proposals will not be accepted. Proposals must be addressed to **Edward Mussey Public Works Project Manager I DNCR 172 Pembroke Road Concord, NH 03301.**

Proposals Must be clearly Marked Project No. PR-2105. Late Materials will not be accepted.

POTENTIAL THEME PARK BRAND: Odiorne Point State Park is located in Rye, NH on the shore of the Atlantic Ocean. Among the park's features are the Seacoast Science Center and the remains of the World War II Fort Dearborn.

The Seacoast Science Center exhibits include aquariums, touch tanks, and whale skeletons/ There is also a marine mammal rescue center. Indoor and outdoor programs on marine life and conservation are offered for school groups, families, adults, children, and other groups. The center also has environmental day camps up to 8th grade.

would be appropriate for example seastars, crabs, or seahorses. Marine mammals such as whales and seals would be appropriate. If marine mammals are included they should be a generic or reasonable representations of local animals

native to New Hampshire. (harbor seals=yes, sea lions=no, humpback whale=yes, beluga whale=no).

Odiorne Point is also the site of one of the Sunken Forests of New Hampshire. Sunken Forests of New Hampshire are two large areas of tree stumps submerged off New Hampshire's coast.

Pirate flags and or symbols shall not be included in the Playground design.

EXPERIENCE & REFERENCES: Each Proposer shall include a comprehensive list of all Playground Installation work completed within the past two years, complete with Contact information including telephone number and or e-mail addresses.

PROPOSAL INQUIRES: All inquiries concerning this RFP, including but not limited to, requests for clarifications, and any changes to the RFP shall be submitted via e-mail to: Edward.V.Mussey@dncr.nh.gov

Inquiries must be received by no later than the conclusion of the Inquiry Period. (See Schedule of Events section, herein). Inquiries received later than the conclusion of the Inquiry period shall not be considered properly submitted and may not be considered.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the Department's discretion. The Department may, at its discretion amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Department. Official responses by the Department will be made only in writing by the process described above.

PROPOSALS:

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

ALLOWANCE #1: Unanticipated Modification and/or Additions to Contract Items:

Include in the Contract, a stipulated sum/price of **\$10,000** for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.

1. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
2. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Project Manager. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
3. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.
4. Notwithstanding the Contractors objection, the Project Manager may at any time reduce the funds remaining in the Allowance by Alteration Order.
5. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.

SUBMITTALS: Each contractor shall include (5) Five originals of their proposal. Proposals shall include color renderings and or color photographs of the intended playground equipment to be installed, showing their placement at the site. A full breakdown of all costs as shown on the schedule of values shall be included in the proposal. Contractors may include in addition to the schedule of values a more comprehensive breakdown of all projects costs.

Proposer shall also submit 1 Electronic Copy of Proposal in pdf format e-mailed to: Edward.V.Mussey@dncr.nh.gov or on a Thumb Drive.

SCALE DRAWINGS: Provide Scale drawn images of each special feature depicting the appearance of each feature from all visitors view and as requested by the Department and subject to the Department's approval.

SAMPLES: The Proposer shall provide samples as requested by the Department for approval prior to construction. The sample shall indicate the final appearance, texture and color. The approved sample shall serve as a standard of quality and shall become the property of the department. Samples shall not exceed 24" square.

SECTION 6 – EVALUATION OF PROPOSALS

PROPOSAL SELECTION PROCEDURE: An evaluation team of 5 people composed of Park Managers and or department staff will select the firm that can best meet the needs of the State of New Hampshire Division of Parks and Recreation. The Department will use a scoring scale of 100 points, a maximum of 30 points awarded based on the Price of the Proposal, a maximum of 20 points awarded for Park Brand/Theme, a maximum of 20 Points awarded for the Design & Activities Provided, a maximum of 15 points for the Warranty Period/Longevity/Durability, and 15 points awarded for the Company Experience & References.

Criteria	Maximum Score
Cost of Playground including sitework & Maintenance	30 Points
Park Brand/Theme	20 Points
Design & Activities Provided	20 Points
Warranty Period/Longevity/Durability	15 Points
Company Experience & References	15 Points
Total	100 Points

The Department will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize scores.

If the Department, Determines to make an award, the Department will issue an “intent to negotiate” notice to a Proposer based on these evaluations. Should the Department be unable to reach agreement with the selected Proposer during Contract discussions, the Department may then undertake Contract discussions with the second preferred Proposer and so on, or the Department may reject all proposals, cancel this RFP, or solicit new proposals under a new acquisition process.

PROPOSAL EVALUATIONS:

The Department plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements.
- Preliminary evaluation of the proposals.
- Oral interviews and Product Demonstrations.
- Final Evaluation of Proposals and scoring.
- Select the highest scoring Proposer and begin contract negotiation.

INITIAL SCREENING: The Department will conduct an initial screening step to verify Proposer compliance with the proposal submission requirements set forth in the RFP. The Department may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the state.

ORAL INTERVIEWS AND PRODUCT DEMONSTRATIONS: If the Agency determines that it is appropriate, proposer may be invited to oral interviews and/or product demonstrations including demonstrations of any Playground Components. The Department retains the sole discretion to determine whether to conduct oral interviews, with which proposers; and the number of interviews. Proposers are advised that the Department may decide to conduct interviews with less than all responsive proposers.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The Department may ask the Proposer to provide written clarifications of elements in their Proposal regardless of whether it intends to conduct oral interviews. Information gained from oral interviews and product demonstrations will be used to refine proposal scores assigned from the initial review of the Proposals.

PROPOSAL PRICE REVIEW: The Proposer's Proposal Price will be allocated a maximum potential score of 30 points. Proposers are advised that this is not a low bid award and that the scoring of the Price Proposal will be combined with the scoring of the Proposal to determine the overall highest scoring Proposer.

The following formula will be used to assign points for costs:

$$\text{Proposer's Price Score} = (\text{Lowest Proposed Price} / \text{Proposer's Proposed Price}) \times 30 \text{ points.}$$

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Proposer.

FINAL SCORING OF PROPOSALS: Following oral interviews, product demonstrations, reference checks (if applicable/appropriate) and/or review of written clarifications of Proposals requested by the Department, the evaluation team will determine a final score for each Proposal.

NO BEST AND FINAL OFFER: The Proposal should be submitted initially on the most favorable terms which the Proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP.

RIGHTS OF THE DEPARTMENT IN ACCEPTING AND EVALUATING PROPOSALS:

The Department reserves the right to:

- Make independent investigations in evaluating Proposals:
- Request additional information to clarify elements of a Proposal:

- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State:
- Omit any planned evaluation step if, in the Department's view the step is not needed:
- At its sole discretion, reject any and all Proposals at any time; and Open contract discussions with the second highest scoring Proposer and so on, if the Department is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

SECTION 7 – TERMS AND CONDITIONS RELATED TO THIS RFP PROCESS

ADDENDUM: The Department reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum/addenda to this RFP, the Department, at its sole discretion may extend the Proposal submission deadline, as it deems appropriate.

NON-COLLUSION: The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude the Department from obtaining the best possible competitive Proposal.

PROPERTY OF THE DEPARTMENT: All material received in response to this RFP shall become the property of the State and will not be returned to the Proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

CONFIDENTIALITY OF A PROPOSAL: Unless necessary for the approval of a Contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Department will be grounds for disqualification.

PUBLIC DISCLOSURE: Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a Contract. At the time of receipt of Proposals, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a Contract to the Governor & Executive Council pursuant to this RFP, the Department will post the name and rank or score of each Proposer.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any Contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

If you believe any information being submitted in response to this RFP should be kept confidential as financial proprietary information: you must specifically identify that information in a letter to the Department, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Department will determine the information it believes is properly exempted from disclosure.

Marking of the entire Proposal or entire sections of the Proposal as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the Contract. The Agency will endeavor to maintain the confidentiality of portions of the proposal that are clearly and Properly marked confidential.

If a request is made to the Department to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Department will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Department's notice without any liability to the Proposers.

NON-COMMITMENT

Notwithstanding any other provision of this RFP, this RFP does not commit the Department to award a Contract. The Department reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

PROPOSAL PREPARATION COST

By submitting a Proposal, a Proposer agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

A. ETHICAL REQUIREMENTS

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

CHALLENGES ON FORM OR PROCESS OF THE RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Department at least ten(10) business days prior to the Proposal Submission Deadline. By submitting a Proposal, the Proposer is deemed to have waived any challenges to the form or procedures set forth in this RFP.

SECTION 8 – CONTRACT TERMS AND AWARD

AWARD

If the State decides to award a Contract as a result of this RFP process, any award is contingent upon approval of the Contract by the Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the Contract.

PERFORMANCE AND PAYMENT BOND:

The Selected Proposer is to furnish a contract bond in the amount of one hundred percent (100%) of the contract award, if the contract award is seventy-five thousand dollars (\$75,000) or more, as security for the completion of the contract in accordance with the plans and specifications and contract documents. The form of bond shall be that provided for by the surety. No contract bond shall be required on contract awards of less than thirty-five thousand dollars (\$35,000).

To guarantee all of the work performed under this contract to be done in accordance with the plans and specifications and contract documents.

STANDARD CONTRACT TERMS: The Department will require the successful Proposer to execute a Firm Fixed Price/Not to Exceed Contract using the States Standard Contract Agreement Form P-37 which is attached to this RFP.

INSURANCE REQUIREMENTS:

No operations under this contract shall commence unless and until certification of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and the Contract approved by the Governor and Council and a Notice to Proceed is issued.

Insurance requirements by paragraphs 1-4 below shall be the responsibility of the Prime Contractor. The Prime Contractor, at his discretion, may make similar requests of any subcontractor.

Following is the summary of minimum insurance requirements:

1. Workmen's Compensation Insurance (In accordance with RSA 281-A.)
 - a. Employers' Liability
 - 1.) \$100,000 each accident
 - 2.) \$500,000 Disease-policy limit
 - 3.) \$100,000 Disease-each employee
2. Commercial General Liability Insurance: Occurrence Form Policy: Include full Contractual Liability (see Indemnification Clause 9)., Explosion, Collapse, and Underground coverage's:

- a. Limits of Liability:
 - 1.) \$1,000,000 Each Occurrence Bodily injury & Property Damage.
 - 2.) \$2,000,000 General Aggregate-Include per Project Aggregate Endorsement.
 - 3.) \$2,000,000 Products/Completed Operations Aggregate.
 - 4.) State shall be named as an additional named insured.
3. If blasting and/or demolition is required by the Contract, the Contractor or subcontractor shall obtain the respective coverage for those activities, and shall furnish to the Commissioner a certificate of Insurance evidencing the required coverage's prior to commencement of any operations involving blasting and/or demolition.
4. Owner's Protective Liability coverage for the benefit of the State of New Hampshire Department of Natural and Cultural Resources.
 - a. Limits of Liability:
 - 1.) \$2,000,000 Each Occurrence
 - 2.) \$3,000,000 Aggregate
5. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
 - a. Limits of Liability:
 - 1.) \$1,000,000 Combined Single Limit for Bodily injury & Property Damage
6. Commercial Umbrella Liability
 - a. Limits of Liability:
 - 1.) \$1,000,000 Each Occurrence
 - 2.) 1,000,000 Aggregate

SECTION 9 – GENERAL CONDITIONS

SITE PLANS: Site Plans are available through the Operations and Project Management office of the Division of Parks and Recreation in hard copy format, Adobe pdf or Autocad..To obtain site plans please call the project Manager Mr. Edward Mussey at 603-271-3973 or request by e-mail Edward.V.Mussey@nh.gov.

CONDITIONS AT THE SITE: Bidders shall visit the site and be responsible for having ascertained pertinent local conditions: such as location, accessibility and general character of the site. The character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of this Proposal.

PUBLIC ACCESS AND PROTECTION: The Park will be open to the public and staff during the time the work is in progress. The contractor shall be responsible for barricading sufficient area around the work site to keep visitors and state personnel safe from construction hazards.

PROJECT MANAGEMENT: Reference to the “Project Manager” shall be understood to mean the Department of Natural and Cultural Resources Public Works Project Manager I Mr. Edward Mussey or as designated by the Operations Planning and Project Management office of the New Hampshire Department of Natural and Cultural Resources.

COORDINATION WITH THE PARK MANAGER: The contractor shall coordinate in advance with the Seacoast Regional Manager Ms Meredith Collins (Tel. 603-227-8715) to arrange mutually acceptable times for closing off areas normally accessible to the public.

TEMPORARY FACILITIES AND SERVICES: The Contractor shall be responsible for arranging and providing temporary facilities necessary to facilitate his work. The location of same shall be coordinated with and approved by the Project Manager and the Seacoast Regional Manager.

TEMPORARY ELECTRICITY: Temporary electrical power is available from the existing service at the bathhouse. The Contractor shall provide all equipment, labor and materials necessary to provide electrical power for lighting and construction purposes.

FIRE PROTECTION:

1. The Contractor shall provide and maintain adequate fire protection in the form of fire extinguishers, or other effective means of extinguishing fire, ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of the work.
2. Gasoline and other flammable liquids shall be stored in and dispensed from UL listed safety containers in conformance with National Board of Fire Underwriters’ recommendations. Storage shall not be within and State Owned Building.

- 3, Torch-cutting and welding operations performed by subcontractors shall have approval of the general-contractor before such work is started, and a chemical extinguisher shall be available on location where such work is in progress.
4. Do not burn shipping materials. All shipping materials such as wood pallets, cardboard, shrink wrap etc. shall be disposed of by the contractor.

PROTECTION OF PROPERTY AND THE PUBLIC: The Contractor shall construct all fences, barricades and protection facilities required for the protection of the public to the satisfaction of the Project Manager. Furnish and install all signs, lights, reflectors, and all such protection facilities as may be required by the Project Manager.

Keep all access roads clear of debris, materials, and construction equipment. Repair roadway or sidewalks, where disturbed by construction to the satisfaction of the Project Manager.

TEMPORARY STORAGE: Delivery and storage locations shall be coordinated with and approved by the Project Manager.

The contractor shall provide at the site, where directed and maintain in good condition, suitable and substantial weather-tight storage as required for his materials that may be damaged by storage in the open.

TEMPORARY TOILETS: The adjacent bathhouse building will be made available for all Workers on the project during the normal operating season and park hours.

CONTRACTORS AND SUBCONTRACTORS MEETINGS: The Project Manager shall have the right to call together at reasonable times designated by him, representatives of the contractor and subcontractors who shall meet at the office of the contractor or at the job, to report as to the condition of the work under their charges, or on any other matters pertinent to the conduct of the work.

Such representatives shall be empowered to make at these meetings, definite decisions binding upon their respective employers, regarding all matters pertaining to the work under this contract.

The Contractor shall furnish the State and the Park Manager in writing, the names, addresses and telephone numbers of subcontractors' personnel to be contacted in the event of an out-of-hours emergency at the building site.

PARKING: Space will be allocated to accommodate a job trailer, vehicles, deliveries and limited storage. (additional storage areas may be made available through arrangements with the Regional Manager on an as needed basis).

WORKSITE ACCOUNTABILITY

Per RSA 21-I:81-b At the onset of work on any state construction project, the general contractor or designated project construction manager, if any, shall provide to the Department Project Manager a current list of all subcontractors and independent contractors that the general contractor has agreed to use on the job site, with a record of the entity to whom that subcontractor is insured for worker's compensation purposes. This list shall be posted on the jobsite and updated as needed to reflect any new subcontractors or independent contractors.

If it is determined that a subcontractor or independent contractor is present on a state construction site without the contractor's name and direct contracting relationship being posted in a visible location at the worksite, the general contractor or designated project manager shall require the subcontractor or independent contractor to provide the information within 36 hours and to post the information in a visible location at the worksite. If the information is not provided within 36 hours of its request, the general contractor shall suspend the contractor until the information is provided and posted.

CLEANING: As a property under the stewardship of the Division of Parks and Recreation, the grounds surrounding the project site will be open to the public and staff during all or part of the course of the work. Consequently, the site must be kept clean, safe and presentable to the public. Construction debris shall be picked up at the end of each day's work and removed from the site on at least a weekly basis. At the conclusion of the project, all barricades, equipment, and debris shall be promptly removed from the site.

SECTION 10 – DEMOLITION

DEMOLITION: Demolish the 2-5 Playground structure and the 5-12 structure. Dispose all demolition materials in accordance with all State and or Federal regulations. Contractor shall send the materials to a recycler or sell for scrap material to the greatest extent practical.

SELECTIVE DEMOLITION: Carefully remove the 5” DIA arch 2 bay swing set. Remove any concrete footings. Store the swing for pickup and transportation by State Park staff.

Carefully remove the 3-leg 2 bay swing set. Remove all concrete footings. Inspect legs at anchoring points. If the legs are not salvageable dispose of the entire structure. If the swing set is salvageable store for pickup by State Park Staff.

All existing concrete structures below grade within the limits of the work area are to be removed and disposed of off state property.

ENGINEERED WOOD FIBER FILL: Remove the existing wood fiber fill materials within the playground area and swing set area. Remove any filter fabric and separate it from the wood fiber. Suitable wood fiber fill may be used within the Park at the discretion of the Regional Manager. Dispose of any additional material off state property.

Do not burn or bury any demolition materials.

SECTION 11 - PLAYGROUND DESIGN AND INSTALLATION

PLAYGROUND BORDERS: Playground boundary shall be defined by a landscape timber retaining wall built up 22 to 30 inches high with #2 Southern Yellow Pine (SYP) treated with Alkaline Copper Quat (ACQ) .40 or .60 (Marine Grade) landscape timbers with a minimum, nominal 8” x 8” in cross section and securely fastened in place with rebar to prevent movement from normal uses and frost action.

1. Predrill 1” Diameter holes through first and second tier of 8”x 8” and use No. 8 Rebar 48” lengths spaced 3 feet on center and driven through the first two tiers of 8” x 8” timbers to a depth of 34” into the ground so that the top of the rebar is countersunk 1” with the top of the 2nd tier of 8” x 8” timber. If the rebar is not driven the full 48” length the rebar is to be cut flush with the top of the 2nd tier of 8” x 8”.
2. Fasten the 3rd tier of 8” x 8” with 3/8” x 12” Simpson Strong Tie Strong Drive SDWS timber ss screws SDWS 271200SS spaced 1 foot apart.

ACCESSIBLE RAMP: Access to the playground location shall be made in compliance with current ADA guidelines by the contractor. The contractor shall construct a accessible

ramp to the playground as shown in the site plans. The grade of the path shall not exceed 1:20 slope in any direction.

DRAINAGE SYSTEM: Filter Fabric shall be installed within the interior boundary of the playground and covered with 1-1/2" drainage stone to a minimum depth of (8) inches. Drainage pipe shall be installed around the interior perimeter of the timber boarder and discharged through the timber boarders at selected intervals. A second layer of filter fabric shall overlay the drainage stone. Wood Fiber fill will be placed over the filter fabric to a depth of (12) twelve inches.

DRAINAGE SYSTEM INSTALLATION PROCEDURE:

1. Review project plans and verify that playground equipment use zones, clearances, and reach ranges will comply with ASTM F1487 section 8, 9, and 10 and with CAN/CSA-Z614 section 14 and 15
2. Prepare the site in accordance with the Project Manager's directions and project specifications. Ensure that drainage is routed away from or around the playground area to prevent sand, soil, silt or other foreign material from contaminating the wood fiber fill. Grade subsoil to a 2% grade toward the drain pipe.
 - a) **Topsoil and all organic matter are to be removed prior to boarder layout. Loam may be stockpiled within the State Park at the discretion of the Regional Manager.**
3. Install the 8" x 8" timber containment system above and or below grade. Provide for an access ramp to the play surface in such a way that it complies with ASTM F1487 Section 10.
4. Install playground equipment in accordance with Manufacturer's instructions.
5. Place a layer of filter fabric on top of the subsoil. Overlap seams (10") inches or (5") inches if a double bead of exterior grade construction adhesive is applied to the overlap. Place seams parallel to direction of slides and travel of swings if any.
6. Install drainage according to the project manager's directions and project specifications. Drainage pipe shall have a filter sock over the entire length of pipe prior to placing the pipe.
7. Spread drainage gravel (1-1/2" Stone) to a minimum depth of (8") Inches.
8. As described in step 5, place an additional layer of filter fabric on top of the drainage stone.
9. Spread wood fiber fill to a minimum depth of (12") Inches after compaction. Natural compaction will occur in 2-6 weeks. Wood fiber fill must be compacted to be

accessible. Mechanically compacting wood fiber fill requires approximately 15% more wood fiber fill than natural compaction. Exercise caution to prevent damaging the filter fabric and drain materials. Do not operate equipment directly on the filter fabric.

10. Install a wear mat in each kick out area. When installing a wear mat on top of wood fiber fill, dig a channel around the mat edge down to the base of the wood fiber fill and slope mat edges down into the channel. If anchoring the mat install anchors and nylon cable ties to attach the mat to the anchors. Refill the channel with wood fiber fill. Foam mats must use an anchor system.
11. Inspect the playground and verify that playground equipment use zones, clearance, and reach ranges comply with ASTM F1487 sections 8, 9, and 10, and with CAN/CSA-Z614 sections 14 and 15.

FILTER FABRIC:

1. Filter Fabric manufacturers shall meet all of the following standards:
 - a. Description: Non-woven, needle punched, UV_treated, polypropylene geotextile fabric.
 - b. Size 5' x 250'
 - c. Weight: ASTM D3776 4.0 oz. per square yard
 - d. Thickness: ASTM D5199: 55 mils.
 - e. Grab Tensile Strength: ASTM D4632: 90 Lbs.
 - f. Mullen Burst Strength: ASTM D4833: 230 Lbs.
 - g. Puncture Resistance: ASTM D4833: 60 Lbs.
 - h. Trapezoid Tearing Strength: ASTM D4533: 40 Lbs
 - i. Apparent Opening Size: ASTM D4751: 70 US sieve.
2. Acceptable Products: Subject to compliance with requirements, manufacture's products which may be incorporated in the work include, but are not limited to the following:
 - a. Zeager Bros. Inc. DURALINER
4000 East Harrisburg Pike
Middletown, PA 17057
1-888-346-8524

e-mail: sales@zeager.com

- b. The Fibar Group LLC FibarFelt
80 Business Park Drive
Armonk NY 10504
(800) 342-2721
e-mail: info@FibarPlaygrounds.com

WOOD FIBER FILL SURFACING MATERIAL: Playground surfacing shall be a minimum of Twelve (12) inches of engineered wood fiber fill.

- 1. Wood Fiber Fill manufacturers shall meet all of the following standards:
 - a. Composition:
 - 1. Recently harvested and debarked North American hard woods.
 - 2. Free of soil, leaves, twigs, and other contaminants which hasten decomposition.
 - 3. Free of chemical treatments and additives.
 - 4. Free of waste wood and recycled wood from pallets.
 - b. Dimensions:
 - 1. Randomly sized wood fiber.
 - 2. Sieve Analysis, ASTM F 2075: Meets Criteria.
 - c. Properties:
 - 1. Hazardous metal, ASTM F 2075: Meets Criteria.
 - 2. Tramp metal, ASTM F 2075: Meets Criteria.
 - 3. Coefficient of Permeability, ASTM D 2434: Greater than 0.6 cm/s.
 - 4. Moisture Absorption: Maximum of 150 percent by weight.
 - 5. Moisture Content: 25 to 60 percent by weight.
 - 6. Density: 15 to 24 pounds per cubic foot.
 - 7. Impact, ASTM F 1292 Maximum 935 HIC and 145 G from 12 ft. fall height at 23 C and maximum 985 HIC and 160 G from 8 ft. fall height at 23 C.
 - 8. IPEMA Certified 12 in thickness rated to 12 ft.
 - 9. Accessibility, ASTM F 1951: Meets criteria
 - 10. Resistant to Flammability, 16 FR Part 1630 Standard for Surface Flammability of Carpets and Rugs (FF1-70) Modified Procedure, Not Oven Dried: Meets Criteria.

11. Flammable, 16 CFR 1550.44, Federal Hazardous Substances Act title 16, Chapter II, Subchapter C for Rigid and Pliable Solids: Did not ignite.
2. Acceptable Products: Subject to compliance with requirements, manufacturers products which may be incorporated in the work include, but are not limited to the following:
 - a. Zeager Bros. Inc. WOODCARPET
4000 East Harrisburg Pike
Middletown, PA 17057
1-888-346-8524
e-mail: sales@zeager.com
 - b. The Fibar Group LLC
80 Business Park Drive
Armonk NY 10504
(800) 342-2721
e-mail: info@FibarPlaygrounds.com

DRAINAGE PIPE:

1. Drainage pipe manufacturers shall meet all of the following standards.
 - a. Composition: Pipe and fitting material shall be high-density polyethylene. Slotted either fully or ½ slotted pipe.
 - b. Size: 6" diameter x 100 foot rolls.
 - c. ASTM F 405, Standard Specification for Corrugated polyethylene Tubing and Fittings.
 - d. 6" AASHTO M 252, TYPE C Standard Specification for Polyethylene and Corrugated Drainage tubing.

PLAYGROUND SURFACING WEAR MAT:

1. Surfacing Wear Mat manufacturers shall meet all of the following standards:
 - a. Composition: closed-cell, cross linked, polyethylene, foam nuggets permanently fused together.
 - b. Coating: The top surface of each mat is covered with heavy duty vinyl.

- c. Drainage holes: 3/8" in. diameter holes, one per square foot.
 - d. Recycled Foam Content: 100%
 - e. Size:
 - 1. 44 in x 44 in [slide exits]
 - 2. 44 in x 74 in [swings]
 - f. Weight 1.8 lbs./sq. ft.
 - g. Thickness 2 inches.
 - h. impact, ASTM F 1292
 - i. IPEMA Certified
2. Acceptable Products: Subject to compliance with requirements, manufacturers products which may be incorporated in the work include, but are not limited to the following:

Zeager Bros. Inc. WOODCARPET FOAM MAT
400 East Harrisburg Pike
Middletown, PA 17057
1-888-346-8524
e-mail: sales@zeager.com

PLAYGROUND EQUIPMENT AND STRUCTURES:

- 1. Design and Install one (1) Playground suitable for children ages 2-12 years of age.
- 2. Minimum Playground Structure requirements for ages 2-12 shall incorporate the following components:
 - a. One (1) double slide at 4' high
 - b. One (1) spiral slide at least 8' high
 - c. One (1) climbing net
 - d. One (1) Deck at 4'
 - e. Two (1) Deck at 6'
 - f. One (1) deck at 8'+

- g. One (1) Connector from 4' high deck to 6' high deck
 - h. One (1) Connector from 6' high deck to 8'+ high deck
 - i. Two (2) Roof structures.
 - j. One (1) Vertical ladder
 - k. One (1) Horizontal ladder.
 - l. One (1) Transfer point.
3. One (1) overhead climber for children ages 5-12.
 4. One (1) see-saw for ages 2-5.
 5. One (1) Walking/Balance Beam Structure for ages 2-12.
 6. One (1) 3-Bay Swing set with 4 adult belt seats, and 1 ADA (inclusive) seat.
 7. One (1) 2-Bay Swing set with 2 tot bucket seats and 2 adult seats.
 8. Bidders are highly encouraged to incorporate additional components into the design of the playground structure and or individual freestanding ground level components or elevated components.

PLAYGROUND EQUIPMENT MANUFACTURERS:

1. Playground equipment manufactures shall meet all of the following standards:
 - a. American Society for Testing Materials ASTM F 1487
 - b. U.S. Consumer Product Safety Commission (USCPSC)
 - c. International Play Equipment Manufacturers Association (IPEMA) ASTM F1487
 - d. International Standards Organization 9001:2008
2. Acceptable Products: Subject to compliance with requirements, manufacturers products which may be incorporated in the work include, but are not limited to the following:
 - a. Big Toys
544 Chestnut Street
Chattanooga, TN 37402

Telephone No. (866) 814-8697

- b. Columbia Cascade
1300 S.W. Sixth Avenue, Suite 310
Portland Oregon 97201-3464
Telephone No. (503) 223-1157

- c. Landscape Structures
601 7th St. South
Delano, MN 55328-8605
(800) 438-6575
e-mail: info@playlsi.com

- d. Play & Park Structures
401 Chestnut Street, Suite 410
Chattanooga, TN 37402

- e. Playworld Systems Inc.
1000 Buffalo Road
Lewisburg, PA 17837-9795
(800) 233-8404

- f. Miracle Recreation
PO Box 420
Monett, MO 65708
(888) 523-4202

- f. Themed Concepts
794 15th St SW
Forest Lake, MN 55025
855-724-3270
e-mail info@themedconcepts.com

- g. UPC Parks "Rocks & Ropes Adventure Playgrounds"
16538 Clear Creek Rd,
Redding, CA 96001
Telephone No. (530) 605-2664

MATERIALS:

VERTICAL METAL POSTS: All vertical posts shall be a minimum of 4-1/2" diameter (Nominal) with a minimum 12 gauge wall thickness, steel or recycled steel, powder coated, triple-galvanized tubing. All posts shall be capped with manufacturer's standard

domes. All posts shall have a 3/16" galvanized steel footing plate, or as specified by the Playground Equipment manufacturer.

FOOTINGS: All vertical posts shall be securely anchored to or cast in concrete footings set to a minimum of 48" below the bottom of the engineered wood fiber fill surface. Concrete shall be a minimum of 2500 psi compressive strength @ 28 days. If site conditions such as ledge prohibit the installation of the footings the vertical steel posts shall be anchored to ledge. The contractor shall bear all costs to anchor the posts in this manner.

1. Posts 4-1/2" to 6" diameter shall be anchored to or cast in a 12" diameter concrete footing. Or as Specified by the Playground Manufacturer.
2. Posts greater than 6" to 12" in diameter shall be anchored to or cast in a 16" diameter concrete footing. Or as Specified by the Playground Manufacturer.
3. Posts greater than 12" in diameter to 16" diameter shall be anchored to or cast in a 24" diameter concrete footing. Or as Specified by the Playground Manufacturer.
4. Posts greater than 16" in diameter to 2' diameter shall be anchored to or cast in a 36" diameter concrete footing. Or as Specified by the Playground Manufacturer.
5. Monolithic Concrete Structures shall have a Concrete slab footing 10" thick with ASTM A615 Grade 60 Rebar or as specified by the Manufacturer.
 - a. Bearing soil: 1-1/2" Crushed Gravel Compacted to 95% under concrete slab footing. Depth shall be frostline +6" which ranges from 60"-72".

HARDWARE AND FASTNERS: All hardware and fasteners shall be tamperproof and corrosion resistant stainless steel.

DECKS: Decks shall be one of the following types:

1. Minimum of 12 gauge steel 3/8" plastic coated punched steel or
2. Minimum 50% post-consumer, recycled High Density Polyethylene (HDPE).
 - a.) Deck: 5/4 x 6" with UV inhibitors. Slip resistant.
 - b.) Support Boards: 2"x4" with UV inhibitors.
 - c.) Skirting Boards: 2"x6" with UV inhibitors.

PLASTIC LUMBER: Plastic lumber shall be manufactured with recycled HDPE. Lumber shall be molded in one piece per specified size. All materials will have UV additives to prevent deterioration of the plastic lumber from exposure to UV light. HDPE will be made up of no less than 50% recycled material; both post industrial and post consumer. Finished plastic lumber shall be resistant to corrosive substances, oil and fuels, insects, fungi, salt spray, and other environmental stresses.

SLIDES: Slides incorporated into the design of the playground structure shall be the following:

1. One-half (1/2) round or "U" shaped. Enclosed Tube Style slides will not be allowed.
2. Material: Hot Compounded Medium density polyethylene (MDPE) or approved equal.

STEEL TUBBING: All 1" and 1-1/4" steel tubing is to be zinc galvanized prior to coating application.

ROOF STRUCTURES: Roof structures shall be one of the following types:

1. Perforated steel with steel support posts. Or
2. High Density Polyethylene (HDPE).
 - a.) Acceptable Products include but are not limited to the following:
 1. Miracle Recreation: Natures Choice, Treehouse Roof, Recycled.
 2. Playworld: Playwood™ Peak Roof, Corrugated Peak Roof.
 3. Play & Park Structures: Recycled Roof

TWIN RIDER (SEE-SAW): locate and install (1) one Twin Rider or approved equivalent piece of equipment adjacent to the 2-5 year old play structure.

SWING SETS:

locate and install One (1) Three (3) Bay swing set and One (1) (2) Bay swing set.

1. Playground equipment Manufacturers shall meet the following Standards.
 - a) 5" Outer Dia. Aluminum Arch Swing 8' in height.

- b) Two (6) Slash-Proof Black Belt Type Seats.
Two (2) Black Bucket Type Seats.
One (1) Accessible Swing Seat for ages 2-12
- c) Zinc Coated Chains.

COMPONENTS THAT ARE NOT ACCEPTABLE: The following components are not acceptable to State Parks and shall not be incorporated into the design of the Playground structure:

1. Fake Tree tops, fabric canopy's. Pirate flags.

COLOR SCHEMES: Manufacturer's standard colors may be used.

MISCELLANEOUS PLAYGROUND EQUIPMENT: The Proposer is to include Five (5) eight foot long, in ground Benches in the design of their proposal in the location as shown on the site plan.

1. Park benches shall meet the following minimum standards:
 - a) Frame shall be constructed of 2-3/8" OD Galvanized Steel or Heavy Wall Aluminum Tubing and Painted Black.
 - b) Seat and Back support shall be constructed of textured punched steel and painted (1) one choice of either Brown, Dark Green, Sand (Tan). OR
 - c) Seat and Back support shall be constructed of 2-1/2" recycled HDPE.
 - d) Minimum Bench Length 92"
 - e) Park Benches must have a minimum of 3 legs to prevent bending and warping of the bench under conditions other than normal use.
2. Acceptable Manufacturers Equipment includes but is not limited to the following:
 - a) Miracle Recreation 8' Long Bench, In-Ground #1268
 - b) Playworld Systems # ZZXX1412
 - C) Landcape Structures #141683 OR #114767

PLAYGROUND EQUIPMENT MANUFACTURERS WARRANTY:

MINIMUM 50-YEAR LIMITED WARRANTY: Provide playground manufacturers standard warranty on aluminum, deck posts, steel deck posts, fastening systems, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship. Agreeing to pay for repair or replacement of defective materials from the date of substantial completion.

MINIMUM 15-YEAR LIMITED WARRANTY: On all High Density Polyethylene plastic sheet , rotationally molded plastic components and aluminum or steel component against structural failure due to corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship. Agreeing to pay for replacement of defective materials from the date of substantial completion, or final payment is issued.

MINIMUM 10-YEAR LIMITED WARRANTY: On all Glass Fiber Reinforced Concrete (GFRC) based products against manufacturing defects and structural failure due to natural causes. Product warranty does not cover surface scratches, hairline cracks, chips in GFRC based products, efflorescence, or wearing of surface pigments or paints. Recycled plastic lumber and composite wood products.

MINIMUM 5-YEAR LIMITED WARRANTY: On all ropes, nets and cables, swing components, swing hangers, and rubber or plastic swing seats due to manufacturing defects or defects in materials.

SPECIAL 2 YEAR WARRANTY AND ANNUAL PLAYGROUND EQUIPMENT MAINTENANCE INSPECTION: The contractor is to provide an annual on site inspection of all playground equipment and surfaces installed under this proposal for a period of Two (2) years commencing on the date the certificate of substantial completion, or final payment is issued. The Contractor shall also agree to replace at their own cost; defective materials, or failed components due to normal wear and tear, to include removal and disposal of defective products.

SECTION 12 - LANDSCAPE WORK:

DESCRIPTION OF WORK: The extent of the landscaping work is not indicated on the site plan, however it shall include the following:

1. Loam and seed all disturbed areas of lawn as directed by the project manager.
2. Accessible Walkways.

JOB CONDITIONS: If conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify the Project Manager before proceeding with planting.

SEQUENCING AND SCHEDULING: Do not plant lawn until site work has been completed.

WARRANTY: Contractor shall warranty lawns through specified lawn maintenance period and until final acceptance.

TOPSOIL: Stockpile topsoil for re-use in landscape work. If quantity of stockpile is insufficient provide additional topsoil as required to complete landscape work. New topsoil shall be fertile, friable, natural loam, surface soil reasonably free of subsoil, clay lumps, brush, weeds and other liter, and free of roots, stumps, stone larger than 2 inches in any dimension, and other extraneous or toxic matter harmful to plant growth.

GRASS SEED: Grass seed shall be Park Seed Type 15. Provide fresh, clean, new crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America.

PREPERATION FOR PLANTING LAWNS:

1. Loosen subgrade of lawn areas to a minimum depth of four (4) inches. Remove stones measuring over 1-1/2 inches in any dimension, Remove sticks, roots, rubbish, and other extraneous matter. Limit preparation to area which will be planted promptly after preparation.
2. Spread topsoil to minimum depth required to meet lines, grades, and elevations shown, after light rolling and natural settlement.

3. Place approximately ½ of total amount of topsoil required: Work into top of loosed subgrade to create transition layer and then place remainder of planting soil.
4. Fine grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
5. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do no create a muddy soil condition.
6. Restore lawn areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

SEEDING NEW LAWNS

1. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.
2. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing equal quantity in 2 directions at right angles to each other.
3. Rake seed lightly into top 1/8" inch of soil, roll lightly, and water with a fine spray.
4. Protect seeded slopes against erosion by spreading lawn mulch after completion of seeding operations. Spread uniformly to form a continuous blanket not less than 1-1/2 inches loose measurement over seeded areas.

MAINTENANCE: Maintain seeded lawns for not less than 60 days and longer as required to establish an acceptable lawn.

1. Maintain lawns by watering, fertilizing, weeding, trimming, and other operations such as rolling, re-grading, and replanting as required to establish a smooth acceptable lawn, free of eroded or bare areas.

Odiorne Point State Park Rye, NH Site Pictures



5-12 Structure Front 2-5 Structure middle 5" Arch Swing in background 3-leg swing set right



Remove and dispose the 2-5 playground structure (above) and concrete footings



Remove the 5-12 structure and concrete footings.



Remove the 2 bay swing (above) and concrete footings.