

REQUEST FOR PROPOSAL

THEATER SAFETY IMPROVEMENTS FOR EDMOND TOWN HALL

EDMOND TOWN HALL
45 Main St, Newtown, CT 06470

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1. LEGAL NOTICE

TOWN OF NEWTOWN
REQUEST FOR PROPOSAL
THEATER SAFETY IMPROVEMENTS AT EDMOND TOWN HALL

The Town of Newtown (collectively known as “Town”) is seeking to engage a company to perform theater safety improvements for Edmond Town Hall located at 45 Main St, Newtown, CT. The project involves necessary safety improvements of an existing 500 seat theater to include, but not limited to, rigging improvements, curtain improvements, lighting trusses, fire doors and all necessary electric work. Hard copies of the complete Request for Proposal package will be available January 4, 2019, at the Town of Newtown Finance Office, Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470 or may be accessed from the Town of Newtown, Purchasing Department website at <https://www.newtown-ct.gov/purchasing-department>. The contract will cover all aspects of the work from assessment to completion and final acceptance of work.

A mandatory pre-bid walk through will be held on January 11, 2019 at 2:00 PM at Edmond Town Hall, 45 Main Street, Newtown, CT 06470.

Respondents are required to submit five (5) double-sided copies and one electronic copy of a sealed Proposal by no later than January 17, 2019 at 3:00 PM at the Town of Newtown Finance Office located at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, marked “Edmond Town Hall: Theater Safety Improvements”. Proposals received after that date and time will be rejected.

The Town of Newtown reserves the right to reject any or all proposals if it deems such to be in the best interest of the Town of Newtown. Questions regarding this Request for Proposal should be directed to Rick Spreyer, by e-mail at rick.spreyer@newtown-ct.gov.

This project is a public works contract covered by the Prevailing Wage Law (CT General Statutes, Section 31-53) and must be clearly posted while work is being performed.

Rick Spreyer
Purchasing Agent

2. PROJECT OVERVIEW

The Town of Newtown is planning Theater Safety Improvements at Edmond Town Hall located at 45 Main Street in Newtown ("Project") in order to make theater a safer, more suitable venue for the Town's residents. Edmond Town Hall, dedicated in 1930 and listed on the National Register of Historic Places, was a gift from Newtown benefactor Mary Elizabeth Hawley, who named the building after her great grandfather, Judge William Edmond.

Since its inception, Edmond Town Hall has served as the heart and center of the community by providing residents with space for governmental services, family entertainment through its theater, sports opportunities in its gymnasium, and elegant space rentals to help residents and neighbors gather or civic, social or celebratory life events and milestones.

3. SCOPE

The scope of work of this project shall be described in this RFP, and in detail in the Contract Documents. The selected company will handle all aspects of the Safety Improvements project, including, but not limited to, scheduling, budgeting, construction, and close-out of work and will demonstrate the ability to do so. All work shall be done consistent with all applicable federal, state and local statutes, regulations, and ordinances, and the Contract Documents.

EDMOND TOWN HALL THEATRE SAFETY RENOVATIONS - SPECIFICATIONS	
Item Name	Quantity
Main Rigging Hoist Motor Control Panel	
Applied Electronics Installed Motor Controller for 12 Motors	1
▪ Comes with locking electrical cabinet	
▪ Comes with 2 Remote controls to raise and lower truss on stage	
▪ Comes with E-stop button	
Electrical Conduit, Power cable, Control Cable, High Voltage Feeder for control panel	1
▪ All wiring hardware and all items needed to wire 12 chain motor hoists on stage and in house	
Main House Truss	
▪ Installed over first row of seats over stage for best lighting position	
▪ 30ft Long White Power coated truss	
12"x12" Box-lighting Truss 10ft Stick in white with bolts	3
Beam Clamps In Attic to Hold Chain Motor Hoists	2
Shackles to hold truss picks to chain motors - ½ Units white	4
Electric Chain Hoist ½ Ton with Chain Holding Bag, 60ft of lift chain and truss pick hardware -CM Loadstar ½ ton model single phase	2
Hoist Controller Junction Box with twist connectors	2
House Box Boom Locations	
Left and Right of Stage - 6ft White pipe installed near organ chamber to hold lights	2

Left and Right on Balcony - 6ft White Pipe installed to hold lights traveling up wall	2
Main Curtain	
<i>Re-use curtain track and auto-motor opening</i>	
<i>Re-use main red Curtain</i>	
Down Stage First Electric	
▪ <i>Installed over stage, Position #1</i>	
▪ <i>30ft Long Black Power coated truss to hold lights</i>	
12"x12" box-lighting truss 10ft stick in white with bolts	3
Beam clamps to hold chain motor hoists onto I-beam grid above stage	2
Shackles to hold truss picks to chain motors, ½ units, white	4
Electric Chain Hoist ½ Ton with chain holding bag, 60ft of lift chain and truss pick hardware -CM loadstar ½ ton model single phase	2
Hoist Controller Junction Box with twist connectors	2
Movie Projection Screen	
Strong MDI 30ftx20ft tall Scope and flat Electric Roll Down Movie Screen	1
Freight for screen	1
Electrical wiring for screen	1
Mid Stage 2nd Electric	
▪ <i>Installed over stage, Position #2</i>	
▪ <i>30ft Long Black Power coated truss to hold lights</i>	
12"x12" box-lighting truss, 10ft stick in white with bolts	3
Beam clamps to hold chain motor hoists onto I-beam grid above stage	2
Shackles to hold truss picks to chain motors, ½ units, white	4
Electric Chain Hoist ½ Ton with chain holding bag, 60ft of lift chain and truss pick hardware -CM loadstar ½ ton model single phase	2
Hoist Controller Junction Box with twist connectors	2
Mid Stage 3rd Electric	
▪ <i>Installed over stage, Position #3</i>	
▪ <i>30ft Long Black Power coated truss to hold lights</i>	
12"x12" box-lighting truss, 10ft stick in white with bolts	3
Beam clamps to hold chain motor hoists onto I-beam grid above stage	2
Shackles to hold truss picks to chain motors, ½ units, white	4
Electric Chain Hoist ½ Ton with chain holding bag, 60ft of lift chain and truss pick hardware -CM loadstar ½ ton model single phase	2
Hoist Controller Junction Box with twist connectors	2

Up Stage 4th Electric	
▪ <i>Installed over stage, Position #4</i>	
▪ <i>30ft Long Black Powder coated truss to hold lights</i>	
12"x12" box-lighting truss, 10ft stick in white with bolts	3
Beam clamps to hold chain motor hoists onto I-beam grid above stage	2
Shackles to hold truss picks to chain motors, ½ units, white	4
Electric Chain Hoist ½ Ton with chain holding bag, 60ft of lift chain and truss pick hardware -CM loadstar ½ ton model single phase	2
Hoist Controller Junction Box with twist connectors	2
Existing Movie Screen	
Re-use if needed but hang from new chain	
New chain cost	1
Dead-Hung Battens (non-motorized pipes)	
<i>Dead Hung 40ft 1½ pipe hung from chain from I-beam Grid -Includes all shackles, clamps, bolts and pipe clamps</i>	
#1 Upstage Teaser	1
#2 Upstage Teaser	1
#3 Mid Stage Teaser	1
#4 Mid Stage Teaser	1
#5 Back Stage Teaser	1
#6 Rear Stage Cyc Pipe	1
#4.5 Mid Stage Traveler Curtain Track 40ft Wide Hung from Chain (dead Hung) Grid - Includes all shackles, clamps, bolts and pipe clamps and rope manual curtain track	1
#6.5 Rear Stage Curtain Traveler Track – 40ft wide track hung in front of Cyc that holds black curtain to cover back of stage white cyc	1
Drapes	
All drape is by RoseBrand curtains from NJ (US Made)	
#1 Upstage Teaser 40ft wide by 4ft tall Black Teaser Curtain	1
#2 Upstage Teaser 40ft wide by 4ft tall Black Teaser Curtain	1
#3 Upstage Teaser 40ft wide by 4ft tall Black Teaser Curtain	1
#4 Upstage Teaser 40ft wide by 4ft tall Black Teaser Curtain	1
#4.5 Midstage Traveler Curtain – 60ft long by 24ft tall, split in center, installs on track	1
#5 Back Stage Teaser 40ft wide by 4ft tall Black Teaser Curtian	1
#6 White Cyc – 40ft wide by 24ft tall white back drop	1
#6.5 Cyc Black Out Traveler (covers Cyc with black curtain on back wall) Split in center and installs on track	1
Stage Legs (black 24ft tall by 3ft wide)	8
Fire Curtain	

Rose-brand Fire Curtain for Stage	1
<i>30ft wide x 24ft Tall</i>	
<i>Fuse Heat Link Auto release system</i>	
<i>1 Hour fire rating fiber-glass fabric</i>	
<i>hoist system with crank to re-raise</i>	
<i>manual release link for on stage (user trigger)</i>	
Pit Safety Ramp	
Tri-Folding Heavy Duty 14ft Ramp	1
<i>Ramp for loading and un-loading equipment from stage Safely</i>	
<i>Heavy Duty but light weight Metal for moving</i>	
<i>Folds 3 times for compact storage</i>	
<i>Supports up to 1200 pounds of load</i>	
<i>Has rubber no slip runners</i>	
<i>Folds into 4ft sized ramp for storage</i>	
Pit Staging for Filling Pit and Railing	
8x4 Staging Deck to fill in rear of Pit with 41" Legs (brings pit floor level with house)	5
8x4 Staging custom curved decking for curve of Pit (custom cut to curve with Pit opening)	5
Steel Custom railing Safety System to Protect fall into Pit	1
<i>*Has Brass Top Décor</i>	
<i>*Heavy duty tube-steal system to support railing and Curtain</i>	
<i>*removable for access to pit</i>	
<i>*Has track hooks to hold valance curtain</i>	
32ftx41" custom Red or Black Décor Curtain for railing	1
Roof Top Smoke Door Control	
Re-routing of Pull Handles on Stage for Smoke Door/Venting Door release	1
<i>Mounting of Control Box on Rear Wall of Stage with child-proof door</i>	
<i>Box will house 2 red control handles to open doors for venting</i>	
<i>Box will be at 6ft height so child access isn't possible</i>	
<i>Box will have handle to secure door</i>	

4. TIMELINE OF THE RFP PROCESS

The following timeline has been tentatively established:

Legal Notification of RFP Release	January 4, 2019
Mandatory Pre-Proposal Conference	January 11, 2019
RFP Submission Date	January 17, 2019
RFP Awarded	January 25, 2019
Start of Work	March 11, 2019
Completion of Work	April 5, 2019

5. SUBMISSION OF PROPOSALS

General Requirements: Proposals must include a concise description of the Company's ability to meet the requirements of this Proposal. Submittals shall be double-sided, include a Table of Contents, clearly tabbed for each section of the above "Scope", as well as the requirements listed below. Include a letter of interest providing a brief background of the Company. Respondents shall submit five (5) double-sided copies and one (1) electronic copy (1 compiled PDF file) of their proposals. Tabbed sections should also include the sections as follows:

Company Information

The respondent shall provide a brief summary of its company, including the following information:

- Name of company and parent company, if any.
- Any prior name(s) by which the company was known and the corresponding years.
- Name(s) of any subsidiary companies owned or controlled by responding company.
- Legal form of ownership. If a corporation, where incorporated and when.
- Indicate the years engaged in construction services under the present name.
- Names, titles, and contact information for the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with The Town of Newtown.
- Address of principal office from which the Project will be managed.
- Name, address, telephone number and email address of key personnel contact, to receive notifications and to reply to inquiries from the Town.

Estimating/Cost Management

- Discuss company's ability to perform project and to accurately estimate construction costs associated with "Scope of Work" section of this RFP.
- Provide final cost and relevant methods to stay at or below your estimated budget. The Town of Newtown is exempt from Federal Excise Taxes and Connecticut Sales and Use Tax.

Schedule and Phase Management

- Provide a preliminary schedule that identifies each phase of the above "Scope of Work" and projected completion date.
- Identify potential issues that could negatively or positively affect the proposed completion date.

Related Experiences and References

- List correlating projects completed by your company for a minimum of the past two years.
- Include contact information (Name, phone number, email) of a key individual associated with each project. Note if any claims, disputes or litigation has occurred on any of these projects, including the parties involved, and the current status of each.
- Identify any prior projects performed for the Town of Newtown.

6. PERFORMANCE BOND

- A 10% performance bond will be delivered to the Town of Newtown no later than five (5) business days after the award of the contract.
- The performance bond will expire no earlier than the fifteenth day after the completion of the project.

- Provided the Town of Newtown deems all work acceptable and complete, the performance bond will be returned to the awardee no later than ten business days from completion of project.

7. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the “Contractor”) shall deliver to the Town of Newtown (referred to hereinafter as the “Owner”) a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverage’s carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverage’s and limits are in place:

1. Commercial General Liability: Minimum Limits Required:

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person
- The Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverage’s.
- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor’s right of recovery against the Owner (the Town of Newtown (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

2. Business Auto / Commercial Auto Insurance – Minimum Limits required:

- 1,000,000 Liability
- The Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the Commercial Auto/ Business Auto policy carried by the Contractor.
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor’s right of recovery

against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. Workers Compensation/Employers Liability Insurance

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
- 500,000 each accident
- 500,000 aggregate for injury by disease
- 500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. Umbrella Liability/Excess Liability: Minimum Limits required:

- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization
- The Umbrella / Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverage's required under this agreement at the Contractors sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.

The Contractor's obligation to hold harmless, defend and indemnify the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer, invitee, contractor or subcontractor of the Contractor.

8. METHOD OF SELECTION

The Town will evaluate each proposal based on the following criteria:

- The respondent's ability to develop accurate cost estimates.
- The respondent's proven record of satisfactory completion of previous similarly scoped projects.
- The respondent's ability to submit cost-effective solutions.
- The respondent's key personnel assignment.
- The respondent's provided references.

Telephone, Fax, or electronically transmitted submittals will not be accepted, and no proposals received after the closing date and time will be considered. Failure to comply with these instructions will result in the rejection of your proposal.

The Town of Newtown reserves the right to accept and bid or part of bids, to reject any, all or any part of the bids, to waive formalities or informalities in the bidding process and to award the bid deemed to be in the best interest of the Town.

9. PROPRIETARY INFORMATION

This RFP and one copy of each original proposal received, together with copies of all documents pertaining to the award of a contract, shall be retained by the Town of Newtown and made part of a file or record which shall be open to public inspection after contract is awarded.