

**TOWN OF WEST HARTFORD  
REQUEST FOR PROPOSAL**

**For**

**DESIGN/ENGINEERING SERVICES FOR  
REPAIRING LOCKER ROOM FLOORS  
AT CORNERSTONE AQUATICS CENTER**

**BID #200003RFP**



## **INFORMATION**

REQUEST FOR PROPOSAL  
**PLANS FOR REPAIR OF LOCKER ROOM FLOORS  
AT CORNERSTONE AQUATICS CENTER**

55 BUENA VIST ROAD  
WEST HARTFORD, CT

## **PROJECT MANAGER**

MIKE LONGO  
FACILITIES MANAGER

## **ALL QUESTIONS TO**

PURCHASING SERVICES  
TAMMY BRADLEY  
SR. BUYER

All questions must be submitted in writing and e-mailed to the Purchasing Office to [Tammyb@westhartfordct.gov](mailto:Tammyb@westhartfordct.gov) or faxed to 860-561-7492 prior to the established timeline for questions per these bidding documents. Please do not call the Engineer/ Architect, Project Manager or Purchasing Office with questions.

## **DESIGN/ENGINEERING SERVICES FOR REPAIR OF STRUCTURAL CONCRETE FLOOR SUPPORTING LOCKER ROOMS AT CORNERSTONE AQUATICS CENTER**

The Town of West Hartford is soliciting statements of qualifications from interested Engineering Firms to provide Professional Services to the Town of West Hartford to develop plans for the repair of structural concrete flooring supporting the pool's two locker rooms. This project will be potentially be phased, doing one locker room per year. The project will be publicly bid upon completion of the design phase.

A pre-proposal meeting has been scheduled for December 3, 2019 at 10:00 AM at Cornerstone Pool, 55 Buena Vista Road, West Hartford, CT. Engineers are strongly encouraged to attend at this is the prime opportunity to ask questions of the project team and see the sight conditions.

### **Summary Description of the project:**

We are looking for an engineering/architectural firm to design, prepare a bid package, and supervise the work for the repair of a failing structural floor system. Construction timeline for this project is to be determined by the selected firm.

Consultant shall provide analysis, recommendations, and design of the structural flooring system including but not limited to:

- Analysis and recommendations as the most cost effective way to make repairs to the structural floor system.
- Demolition of site as to perform necessary floor repairs including ceiling, walls, plumbing, electrical, floor drainage and associated architecture.
- Demolition and Repair of concrete structural floor.
- Repair of the interior bathroom/locker room space, with recommendations as to the best materials suited for a locker room environment.
- Any associated MEP systems within the scope of work.
- FM Global Roof Review Process.

### **Summary of Services Required:**

- The Selected firm will be responsible for providing all architecture and engineering services necessary to design this project in coordination with the Project Manager.
- The project will include schematic design options, design development, construction documents, bidding documents and construction administration. During the schematic design stage, the design professional will work closely with design committee. During the bidding process, the design professional will assist in preparing bidding documents and working with the selection committee in choosing the best contractor for construction. During construction, the design professional will provide construction oversight and administration.
- The design professional will also be required to provide cost estimates for the schematic design, design development and construction document phases. Final designs may require value engineering to meet budget restraints.

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- The Selected firm must identify how they intend to meet the time line for the completion of the project and show evidence of the firm's capability and experience to perform the requested services in a municipal facility.
- All personnel engaged in the work must be fully qualified in the particular field of expertise for which they are providing services, and be currently licensed to perform those services in the State of Connecticut.
- All drawings, specifications, and other products completed during this project shall be stamped and signed by the appropriately licensed professional.
- The Selected firm must assist Town in securing utility incentives for project, including the coordination and submission of required paperwork and documentation for applicable Eversource and Connecticut Natural Gas incentive programs.

**RFP RESPONSES**

***A. Submission Requirements***

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the Proposals be organized in the following manner:

1. Title Page: Please indicate the RFP subject, the name of your organization, address, telephone number, name of contact person and date.
2. Table of Contents: Clearly identify the material by section and page number.
3. Letter of Transmittal: Limited to two pages. Identify the designate contact person for all communication regarding this RFP process and include phone and email contact information. Letter shall also include a statement by the respondent accepting all terms, conditions, and requirements contained in this RFP.
4. Response to Request for Proposal: Please provide an overview of your approach to this project. Describe how you would satisfy the requirements of the scope of services section. Provide a description of the company's total resources and identify the personnel that would be assigned to the project with a description of their background and experience. The proposal shall specifically list the tasks it will accomplish and a list of items the consultant's proposal shall not include.
5. Provide complete contact information on at least five (5) references for engagements of a similar nature including a summary of the services provided and the dates the services were provided. By similar in nature, the Town structural slab repairs in an occupied building Identify any projects in which public funds, grants, and/or special funds have been utilized.

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6. Cost proposal shall be inclusive of all costs associated with the three phases of the project: Design, Bidding, and Construction.
7. Written responses will be accepted at the Department of Financial Services until **2:00 PM on December 19, 2019**. An original reply to this RFP and four (4) copies of the Proposer's information must be delivered to the following:

Peter Privitera  
Director of Financial Services  
Town of West Hartford  
Department of Financial Services  
50 South Main Street  
West Hartford, CT 06107

All RFP packages should be clearly marked and sealed with the Proposer's name and the words "RFP for **Design/Engineering Services For Repairs to Structural flooring Cornerstone Aquatics Center, Municipal bid #2000036RFP**".

***B. RFP Cost***

Proposers are responsible for all costs incurred in the development and submission of their information packages. The Town assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of information by a Proposer.

***C. Prime Respondent Responsibility & Third Party Relationships***

The Proposer should clarify its relationships with parties supplying portions of the RFP solution and specify the portions that each party is providing.

***D. Instructions to Proposers***

1. At the date of opening, it will be presumed that each Proposer has made a thorough examination of all information relative to the services to be performed under this contract; is satisfied as to the actual conditions and requirements of the services; and has read and become familiar with the RFP documents.
2. The Town reserves the right to reject proposal for any reason the Town deems advisable and to award a contract to any of the Proposers of service at the sole discretion of the Town. Any item required in this request for Proposal that is not included in a respondent's Proposal shall be specifically noted. If there are no specifically noted exclusions in a Proposal it will be assumed that the Proposer accepts and understands all of the requirements of this RFP.
3. Questions/Inquiries: Any questions or clarifications about this RFP should

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be addressed to Tammy Bradley, Sr. Buyer, Town of West Hartford, 50 South Main Street, West Hartford, Connecticut 06107 at [tammyb@westhartfordct.gov](mailto:tammyb@westhartfordct.gov).

4. All RFP responses will be considered confidential information and will not be available for public viewing until a contract award is made.
5. Any proposals must be valid for a period of 120 days from the due date.
6. Vendors who are furnished a copy of this RFP are requested to submit a receipt acknowledgement as soon as possible indicating their intention to participate in the RFP process to ensure timely receipt of potential corrections, cancellation and addenda. Acknowledgements shall be emailed to Tammy Bradley, Sr. Buyer, Town of West Hartford, at [tammyb@westhartfordct.gov](mailto:tammyb@westhartfordct.gov).
7. Proposers shall provide insurance coverage per the attached Indemnification and Insurance Exhibit.

***E. Taxes***

The Town is a qualified tax-exempt institution and as such is not liable for any federal, state, or local excise, sales, use, property or other taxes that Proposer may incur as a result of this agreement. The successful Proposer will be obligated to pay property taxes to the Town with respect to any of the Proposer's taxable personal property, motor vehicles or real estate within West Hartford which may be used in conjunction with the performance of this agreement.

***F. Indemnification***

Proposers accept and agree to the attached Indemnification and Insurance Exhibit.

***G. Compliance with Laws***

Proposer shall operate and maintain all properties and perform all of the services required in the RFP in full compliance with all appropriate federal, state and local laws and regulations.

***H. Non-Discrimination***

The Proposer in performing under this agreement shall not discriminate against any workers, employee or applicant or any member of the public because of race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability, including but not limited to blindness, unless it is shown by Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Proposer will take affirmative action to insure

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that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, marital status, national origin mental retardation or physical disability, including but not limited to blindness, unless it is shown by Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Proposer agrees that this non-discrimination clause will be incorporated in all contracts entered into by it with suppliers of services or materials, contractors and sub-contractors and all labor organizations furnishing skilled, unskilled and craft unions skilled labor or whom may perform any such labor or services in connection with this agreement.

***I. Contract for Services***

The Town and Proposer expressly agree that this is an agreement for the provision of the specific services herein described; that Proposer is to perform those services for the term set forth herein and pursuant to the provisions of this agreement; that the Proposer(s) are independent contractors, not employees of the Town, for these purposes and as such neither they nor their employees are entitled to any Town employment benefits, including without limitation, life and health insurance, vacation and sick leave, pension rights or workers compensation.

***J. Insurance***

Respondents shall provide insurance coverage per the attached Insurance Exhibit.

***K. Public Information & Ownership of Documents***

All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the Proposer during the completion of their contract requirements shall become the property of the Town, including any data bases and information systems that are created.

***L. Examination of Documents***

Proposers shall thoroughly examine and be familiar with these Proposal documents. The failure or omission of any Proposer to examine these documents shall in no way relieve any Proposer of obligations with respect to this Request for Proposal. The submission of a Proposal shall be taken as prima facie evidence of compliance with this paragraph. The response and the Request for Proposal shall become part of any agreement by reference.

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***M. Selection Process and Evaluation Criteria***

The responses to this RFP will be evaluated using the following criteria:

1. Experience with providing Design/Engineering and Construction Services on a municipal facility as described in the Scope of Services section.
2. Company history, client satisfaction & references.
3. Responsiveness and approach to RFP requirements.
4. Cost

The Proposal will be evaluated by a Selection Committee who will select a group of finalists. The finalists shall be interviewed to determine, all factors considered, the most qualified and capable firm to provide services to the Town to recommend to the Town's Purchasing Agent for contract award.



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**Indemnification and Insurance Exhibit  
Contractor w/Professional Services  
Bid #200003RFP**

For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, contractors of any tier, employees, representatives; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers.

**I. INDEMNIFICATION**

- A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, release and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers from any and all actions, claims, compensation, damages, fines, lawsuits, losses, costs (including without limitation reasonable attorneys' fees, filing fees, and court costs), penalties, liabilities or judgments of any name or nature for bodily injury, death, disease, or sickness; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including Town of West Hartford and West Hartford Board of Education, and/or its agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representative, and volunteers, the Contractor, or by the public, even if caused or alleged to have been caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, and/or its agents, contractors of any tier, employees, representatives, or anyone directly or indirectly employed by them arising from or related to the performance of the underlying agreement.
- B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, release and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers, and/or officials (appointed or elected), representatives and volunteers from any and all actions, claims, compensation, damages, fines, lawsuits, losses, costs, (including without limitation reasonable attorneys' fees, filing fees and court costs), penalties, liabilities or judgments that may arise out of the failure of the Contractor, its agents, contractors of any tier, employees, representatives, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the agreement relating to insurance requirements. The Parties agree that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the agreement.

**II. INSURANCE**

**A. Insurance Requirements**

- 1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the underlying agreement, including any and all extensions, except as defined otherwise in this exhibit.
- 2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.

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3. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives, and volunteers as an additional insured. The coverage shall include, but not be limited to, defense, investigation, judgment, payment, or settlement of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
4. When the Town or the Contractor is damaged by the Contractor's failure to purchase or maintain insurance required under this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees, court costs, and all other costs of litigation properly attributable to the Contractor's failure to purchase or maintain insurance.

### B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed as identified in the underlying agreement.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage. If a vehicle is not used in the execution of the underlying agreement then the Risk Manager may waive automobile coverage.
3. **Professional Liability (claims-made):** \$1,000,000 each claim / \$2,000,000 aggregate. Retroactive date under the policy shall precede the effective date of the underlying agreement. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims for three (3) years after completion of the work to be performed as identified in the underlying agreement.
4. **Valuable Papers and Records Coverage.** \$50,000 limit to reestablish, recreate or restore any and all records, papers, maps, statistics, survey notes and other data, if made unavailable by fire, theft, flood, or any other cause, regardless of the physical location of these insured items.
5. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
6. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the underlying agreement. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all actions, claims, and lawsuits, proceedings and/or exposure arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

7. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to defend, hold harmless and indemnify the Town from any and all claims, compensation, costs, damages, fines, losses, payments, penalties of any kind, however caused, to any and all personal property belonging to the Contractor.

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## C. Additional Terms

1. Minimum Scope and Limits: The required insurance shall meet the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with the underlying agreement. The Contractor is responsible for any claims compensation, costs, damages, fines, losses, payments and penalties of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the underlying agreement.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. Subcontractors: The Contractor shall cause all subcontractors of any tier, acting on its behalf, to comply with this exhibit. The Contractor shall either include its subcontractors as an insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.
6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of the underlying agreement. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the underlying agreement, for a minimum of two (2) years, except as defined otherwise in this exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be cancelled, reduced, suspended, voided except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the underlying agreement.