

**Request For Proposals
For Lakeside Restroom Renovation Project
For Pelham Veterans Memorial Park
The Town of Pelham
Parks and Recreation Department**

1. PROJECT DESCRIPTION

The Town of Pelham is soliciting Requests for Proposals (RFP) for renovations to the lakeside restrooms at the Pelham Veterans Memorial Park Facility located at 11 Mammoth Road, Pelham, New Hampshire. This project is to be completed on or before June 22, 2007.

Background Description of the Project

The lakeside restrooms at Pelham Veterans Memorial Park are in need of renovation and updates. The restrooms are used by the Pelham Parks and Recreation Summer Program with approximately 300+/- children and 30 staff, 6 lifeguards and members of the general public from July 1st through Labor Day. The Town of Pelham passed Warrant Article 24 on March 13, 2007 to fund and complete this project.

2. SCOPE OF WORK

The Town desires to have the following renovations and updates completed:

1. Removing all roofing shingles and replacing with new roofing shingles.
2. Remove and replace the existing doors. Doors need to be solid, vandal resistant metal doors and frames need to be individually grounded. Doors should have a deadbolt lock system that is flush with the door. Keys will be provided to the Town of Pelham, Parks and Recreation Department upon completion of the project. Contractor will contact Corporate Alarm Company prior to replacing the doors to re-arm the new doors. This cost should be part of the proposal.
3. Relocating and redesigning the handicap stalls to meet current ADA guidelines.
4. Redesigning the interior space of the restrooms to improve functionality. The finished men's room should have three urinals with dividers, one stall and one handicap stall. The finished women's room should have 4 stalls total including a larger updated handicap stall. Current toilet fixtures that were replaced in 2006 can be re-used in the new configuration.
5. Removing and replacing the sinks with heavy use equipment. The sinks should be made of non-ceramic material to withstand the use of up to 300 children on a daily basis. A minimum of two faucets should be on each side (men's/women's), push button designed to stop running a few seconds after the button is pushed (so they are not left in the on position).
6. Installing hot water heaters and grounding the heaters and plumbing system. Hot water heaters can be the under the sink type as long as they allow the sink to meet with current ADA standards. Hot water heaters may also be located in the crawl space above the restrooms if the under the sink type does not allow for current ADA standards.
7. Patching the existing deteriorating concrete foundation with additional concrete.
8. Installing crushed stone/gravel to a depth of 6" (six inches), to create a 2' (two foot) ring round $\frac{3}{4}$ of the building (not the entrance). The purpose of the gravel ring will be to reduce the erosion of the foundation and improve drainage around the building.

9. Installing a heat activated ventilation system in each side similar to the system in the lifeguard/arts and crafts building. The system should go through the roof and be as flush to the roof as possible in order to avoid possible future vandalism.
10. Updating the fluorescent tubes in the restrooms to be shatter proof. Add two additional light banks in each side to improve internal lighting.
11. Pumping out the current septic system.
12. Installing 1 (one) outdoor shower system to be placed between the entrances of each side. The shower system should be easily removed for winter storage. The base of the shower system should allow for proper drainage.
13. Repainting the interior and exterior of the building. The exterior of the building should match the current buildings at Pelham Veterans Memorial Park (Behr, canyon tan exterior concrete paint). The interior should be light blue latex based on the Men's side and light pink latex based on the Women's side. The floors should be gray cement flooring paint mixed with a slip resistant grit.
14. Installing 1 (one) vandal resistant stainless steel outdoor drinking fountain fixture to be plumbed in and grounded.
15. Installing 2 (two) high abuse area mirrors, one above each sink on each side (mens/womens).
16. Grounding all plumbing and electrical work and grounding the entire building.
17. Contractor should work with the current cleaning contractor to move/relocate/replace all soap dispensers, paper towel dispensers and toilet paper roll holders.
18. Contractor is responsible for removal of all trash and demolition material from the site.

3. PAYMENT SCHEDULE

The awarded contractor will provide a payment schedule for all equipment, materials and services.

4. INSURANCE REQUIREMENTS

The awarded contractor will provide proof of general liability insurance naming The Town of Pelham as an additional insured. The awarded contractor will be required to maintain in force at all times during the performance of their work the following policy of policies of insurance covering operations:

- A. Comprehensive General Liability, including contractual liability, products and completed operations and business automobile liability, all of which will include coverage for both bodily injury and property damage with a combined single limit of at least 1,000,000 dollars.
- B. Workers' Compensation coverage at statutory limits.
- C. The contractor shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, employees and subcontractors, and have adequate insurance to cover such negligent acts, errors and omissions with the limits of 1,000,000 dollars.

5. SITE INSPECTION

- A. A mandatory site visit must be scheduled prior to The Town receiving the RFP. Contact: Darren McCarthy, Parks and Recreation Director, by telephone (603) 635-2721 or by e-mail at recreation@pelhamweb.com before May 31, 2007 to arrange a meeting.
- B. Each contractor must visit the site of the work before submitting their proposal and must satisfy themselves by personal examination as to the nature and extent of the work as well as all conditions which might affect the execution of this tender and will make all necessary provisions in their tender proposal. Bidders shall make their own estimate of the facility and difficulties to be encountered. No claim shall be allowed at any time after

submission of the tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

- C. Failure to make the necessary examinations or investigations of the site shall not be accepted as an excuse for any default on the part of the contractor to fulfill in every detail the requirements of the said contract or be accepted as a basis for any claims whatsoever for extra compensation or an extension of time.

6. CONTRACTOR'S RESPONSIBILITIES

The awarded contractor shall be responsible for and shall give adequate attention to the performance and completion of the duties; supervision of employees, equipment and materials all in accordance with the specifications and descriptions of services.

7. TOOLS AND EQUIPMENT

The awarded contractor will be required to provide all tools, articles and equipment necessary to complete the work to be performed, including items required for protection of worker or public health and safety.

8. SITE PROTECTION

Due care and attention shall be given to the duties being performed to ensure that the park grounds and the surrounding areas are protected from damage. Any restorations made necessary as a result of damage caused by the contractor are the total responsibility of the contractor. It shall be the responsibility of the successful contractor to advise the Town of Pelham, Parks and Recreation Department of any property, or other damages prior to the start of the project.

9. TERMINATION

In the event that:

- A. The awarded contractor refuses or fails to supply sufficient properly skilled workers or properly skilled subcontractors or proper materials at all times, to perform the Work in a manner and to the standards required under this Agreement, or fails to make prompt payment to subcontractors for materials or labor, or fails to observe and comply with any provisions of law, including, without limiting the generality of the foregoing, all requirements of all governmental authorities, including federal, provincial, and municipal legislative enactments, by-laws and other regulations now or hereafter in force which pertain to or affect the Work or the conduct of the Contractor's business at the site; or
- B. The Contractor fails to institute appropriate corrective action forthwith after verbal notification by The Town of Pelham, Parks and Recreation Department (which shall be confirmed subsequently in writing) of any failure on the part of the Contractor to comply with any of the terms and specifications of this Agreement notwithstanding that such failure is the result of any cause beyond the Contractor's control.

The Town of Pelham, Parks and Recreation Department may, without prejudice to any of its other rights or remedies, terminate this Agreement forthwith upon notice in writing to the Contractor, and take possession of the site and of all materials required in connection with the work and finish the work by whatever method The Town of Pelham, Parks and Recreation Department may deem expedient, but without undue delay or expense. In such case, the awarded contractor shall not be entitled to receive any further payment until the work is finished. Any such action taken by The Town of Pelham, Parks and Recreation Department hereunder shall be without prejudice to The Town of Pelham, Parks and Recreation Department rights against the awarded contractor or its legal representatives for breach of contract, set off or otherwise.

No payment under this Agreement is required to be made to the Contractor while the Contractor is in default under any of its obligations under this Agreement and The Town of Pelham, Parks and Recreation Department. Obligation to make any payment under this Agreement will be subject to the condition precedent that the awarded contractor provides to The Town of Pelham, Parks and Recreation Department whatever evidence The Town of Pelham, Parks and Recreation Department reasonably requires to satisfy that the awarded contractor's obligations are not in default under this Agreement.

10. VENDOR SELECTION

A non-biased selection committee will review the quotes and select a vendor who is determined to have submitted the most qualified proposal in the best interest of The Town of Pelham. The evaluation of the proposals may include, but may not be limited to, cost of the project, qualifications, and experience.

The Town of Pelham shall not be liable for any pre-contractual expenses incurred by any potential contractor. Pre-contractual expenses are defined as expenses incurred by vendor participants and the awarded contractor, if any, in:

- *Preparing and submitting information in response to this RFP

- *Negotiations with The Town on any matter related to this procurement

- *Costs associated with interviews, meetings, travel or presentations

- *All other expenses incurred by a proposed/vendor prior to the date of the award and the formal notice to proceed.

The Town reserves the right to amend, withdraw and cancel this RFP. The Town reserves the right to reject any and all responses to this request at any time prior to contract execution. The Town reserves the right to request or obtain additional information about any and all quotes and proposals.

11. REQUIRED FORMAT FOR RFP SUBMITTAL

The proposals shall not exceed 30 pages in length, and shall be submitted in the format specified below:

Cover Letter:

Provide a brief executive summary of your project, understanding, and your qualifications. Include the name, address, telephone number, title, and signature of the firm's contact person for this procurement. The signatory shall be a person with the official authority to bind the company. The cover letter shall state that the submittal is valid for 120-days.

Section 1: Scope of Work

Provide your understanding of the project and scope of work.

Section 2: Key Personnel and Resumes

Provide list(s) of key person(s) that will conduct the renovation/construction services and construction management. Provide resumes of key personnel.

Section 3: Relevant Experience and References

Provide a minimum of 3 (three) or a maximum of 5 (five) references for similar projects.

Section 4: Firm's Qualifications and Experience

Provide a summary of firm's services capabilities, qualifications and experience.

12. QUESTIONS REGARDING THIS REQUEST

All inquiries and responses to this RFP must be submitted in writing to:

The Town of Pelham
Parks and Recreation Department
6 Village Green
Pelham, NH 03076
Attn: Darren McCarthy

13. PROPOSAL SUBMISSION

In order to be considered in the selection process, interested parties shall submit a sealed copy of their Statement of Qualifications and Proposals no later than 2:00 PM, Friday, June 1, 2007 to:

The Town of Pelham
Restroom Renovation RFP
6 Village Green
Pelham, NH 03076