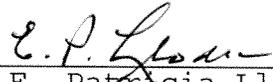


REQUEST FOR PROPOSAL

Proposals will be received at the office of the Financial Director, 3 Primrose Street, Newtown, Connecticut 06470, until but no later than 11:00 a.m., Tuesday, February 7, 2012

Covering: **Professional Services-Design & Renovations for the  
Treadwell Park Pool House  
(Mandatory Pre-bid Meeting: 10:00 am, Wednesday, Jan. 18, 2012)**

The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options or proposals; to waive any technicality in any proposal or part thereof, and to accept any proposal deemed to be in the best interest of the Town of Newtown.



\_\_\_\_\_  
E. Patricia Llodra  
First Selectman



\_\_\_\_\_  
Robert G. Tait  
Finance Director

PURCHASING AUTHORITY



## TOWN OF NEWTOWN PURCHASING AUTHORITY

### TOWN OF NEWTOWN, CONNECTICUT INSTRUCTIONS TO PROPOSERS

1. Submit proposals in a sealed envelope plainly marked to identify the particular proposal.
2. The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, bids, or proposals; to waive any technicality in any bid, or part thereof, and to accept any bid deemed to be in the best interest of the Town of Newtown, Connecticut.
3. Proposers may be present at the opening of the proposals.
4. Proposals may be held by the Town of Newtown for a period not to exceed thirty (60) days from the opening of the proposals for the purpose of reviewing the proposals and investigating the qualifications of the proposers prior to award.
5. It is the sole responsibility of the proposer to see that the proposal is in the hands of the proper authority prior to the proposal opening time.
6. The successful proposer may be required to post a Certificate of Insurance, with the Town of Newtown named as additional insured, in an amount to be determined by the Town of Newtown.
7. Bid Security when required must be by a **certified check, letter of credit or surety bond** for five percent (5%) of the total bid, payable to the Town of Newtown. Surety companies and banks must be satisfactory to the Town of Newtown.
8. Prior to awarding any contract exceeding \$25,000.00 for the construction, alterations or repair for any public building or public work, a labor and materialmen's bond must be furnished by the person to whom the contract is awarded.
9. Performance Bond when required must be by a **certified check, letter of credit or performance bond** for one hundred percent (100%) of the total bid. Surety companies and Banks must be satisfactory to the Town of Newtown.

**Request for Proposals  
Architectural and Construction Services  
Treadwell Park Pool House Renovations**

The Town of Newtown is seeking to engage a design/build firm to provide architectural and construction services for the renovation and updating of the current Treadwell Park Pool House.

A **mandatory pre-bid meeting** will be held at the Municipal Office building at **10:00 A.M. on Wednesday, January 18, 2012**. A brief meeting will be followed by a site visit to the Treadwell Park Pool House.

All sealed proposals will be accepted at the Finance Office until but no later than **11:00 AM on February 7, 2012** and will be opened at that time and date. No FAX or Electronic proposals will be accepted.

Interested firms may obtain copies of the Request for Proposal and Plans from the Finance office at 3 Primrose Street, Newtown, CT 06470 prior to the mandatory meeting.

Questions regarding the project should be referred to Carl Samuelson, Asst. Director-Parks, at (203) 948-2523 or [carl.samuelson@newtown-ct.gov](mailto:carl.samuelson@newtown-ct.gov). All project specific inquiries must be submitted in writing. Addendums will be prepared as necessary and distributed to plan holders.

The Town of Newtown reserves the right to waive any informalities or defects in any proposal. The Town reserves the right to accept other than the lowest proposal if the Purchasing Authority, in its sole discretion, deems it to be in the best interest of the Town to do so. Bids, amendments to bids or withdrawal of bids after the time set for bid acceptance will not be considered.

THE TOWN OF NEWTOWN, CONNECTICUT  
REQUEST FOR PROPOSALS

**1. PURPOSE**

The Town of Newtown, Connecticut is soliciting requests for proposals for the purpose of obtaining the services of a qualified, licensed design build firm with verifiable experience in the renovations of municipal or commercial bathing facilities. The Town of Newtown is particularly interested in a progressive firm that can provide recommendations on environmentally sound innovative technologies that are financially feasible. Knowledge of potential grant sources for projects of this nature will also be considered in the Town's selection decision.

**2. BACKGROUND INFORMATION**

The Town of Newtown is a scenic "small town" located in Fairfield County in southwestern Connecticut, about sixty miles from New York City. Newtown is bordered on the south by Easton and Redding, on the north by Bridgewater and Southbury, on the east by Oxford and Monroe, and on the west by Bethel and Brookfield. Newtown is traversed by Interstate 84, U.S. routes 6 and 302 and Connecticut routes 25 and 34. It covers 38,644 acres or 60.38 square miles, making it the fifth largest town, area-wise, in the state. Newtown was established in 1711 and is comprised of the Borough, Sandy Hook, Hawleyville, Botsford and Dodgingtown "neighborhoods. The Town population is 27,560 as of the 2010 census.

Newtown operates under a Charter adopted in 1961 and most recently revised in 2008. The Charter retains a limited Town Meeting form of government with an elected Board of Selectmen (3) supervising the administration of Town affairs, a First Selectman acting as the town's Chief Executive and Administrative Officer, and a twelve member Legislative Council acting as the legislative body, with the exception of those items specifically enumerated on which the Town Meeting is authorized to act. Financial matters are supervised by a Board of Finance (6) and an appointed Finance Director.

The Treadwell Park pool is located on Philo Curtis Road in the Sandy Hook(06482) section of Town. The original building was constructed in the early 90's as an addition to the original park restrooms. The structure's functionality has diminished as facility usage has compounded over the years. The spartan architectural details are in keeping with the purpose. The building has an exterior painted/decorative block facing and an open centered peak. There are no windows. The exterior trim is minimal and the building is not viewed as historically significant.

More information about the town of Newtown can be found on the town's website: [www.newtown-ct.gov](http://www.newtown-ct.gov)

### 3. OBJECTIVES

It is the Town of Newtown's objective to convert the existing Treadwell Park Pool House into a modern, efficient and functional building that is an environmentally responsible facility while retaining the existing structure. The converted facility will allow for increased capacity of modern restroom facilities for Park patrons, as well as still serve the needs of the seasonal pool.

While acknowledging the challenging nature of the existing structure, the Town is interested in taking advantage of financially feasible green building approaches throughout the project. While any type of environmentally sound innovative building technology may be proposed, the Town is particularly interested in technologies such as the following:

- Ecological site design; (heat gain or loss)
- Waste reduction; (high velocity hand dryers)
- On-site waste reduction management of sewage and organic wastes;
- Energy efficiency; (occupancy sensors)
- Renewable energy;
- Water efficiency; (waterless urinals)
- Materials and resources;
- Indoor environmental quality, and
- Operations and maintenance:
- Monitoring of energy,
- Resource-efficient building operations practices

The ideal design should incorporate the following themes but more importantly meet the intended function:

1. Utilize existing toilet facility space to better serve the general public restroom needs while retaining separate pool patron restroom access. Pool usage is by pass/permit only and accurate pool patron counts are required at all times by code.
2. Utilize the existing lifeguard room and ticket booth as a center hall entrance to the pool with individual locker room access past a controlled access point.
3. Create a controlled access point for pool patrons capable of electronic or manned access.
4. Doors intuitively located on the front of the building to grant access for public bathroom use.
5. Existing mechanical room to become the new lifeguard station with pool deck access. Windows or open viewing from the guard room is desirable.
6. Utilize original bathrooms to serve the needs of a new larger concession area and/or lifeguard room usage.
7. The intended bathroom usage "season" is April 1 through December 1, designs should include minimum heating accommodations to attain this goal.

All designs are to include:

1. All renovated spaces shall include new, or renovated "as-new" plumbing, electrical, and ventilation systems.
2. All restroom fixtures should be modern, low consumption automated fixtures typical of the intended usage.

3. All light fixtures shall be modern, vandal resistant fixtures. typical for locker room bathroom locations with the lowest possible electrical consumption demand
4. Concession area shall include a stainless triple sink, a separate hand washing sink, electrical outlets and venting typical of its intended use.
5. Existing locker room lockers are to be reused, all other furniture, fixtures and partitions shall be replaced with vandal resistant components typical of such facilities.
6. Flooring shall be durable, non-slip, and easy to clean that conforms to all local and state codes for public bathing facilities.
7. Removal of existing roof shingles and replacement with GAF Timberline HD Barkwood architectural shingles to match shingles of existing buildings on the property. Roof work to include ice and water shield at all eaves and valleys as well as ridge vent installation on all enclosed ridge areas. Existing roof deck is assumed to be sound.

#### **4. QUALIFICATIONS AND EXPERIENCE**

Respondents shall provide a description of the professional and technical experience, background, qualifications and professional licensing/certification of the firm's key personnel. The respondent shall show that the respondent's firm and primary contact professional possess demonstrated skills and experience in all areas of the project scope of services.

An important goal of the project is to develop an environmentally responsible building that is financially feasible, with technologically sound strategies to conserve energy and to surpass current norms for water conservation, waste management/recycling and the quality of the indoor environment (including quality of indoor air, light and personal controllability of building systems). The Town will require that such strategies be fully explored in Phase I of the project. The design/build firm should be prepared to assist the Town in applying for any available State or Federal funding to help defray the cost of this analysis as well as the incremental cost of incorporating energy efficiency measures in the building design.

Applicants should include a list of environmental conferences, seminars, workshops, and professional meetings attended by team members in recent months or years and a list of firm members actively involved in the local, state, or national level of the American Institute of Architects' (AIA) Committee on the Environment (COTE) or similar efforts such as the U.S. Green Building Council.

##### **Firm Experience**

Respondent must meet all of the following qualifications and requirements to be given considerations:

- Minimum of five (5) years of professional experience in municipal facility projects.
- Completion of a minimum of three (3) municipal building re-use or equivalent projects within the last ten (10) years.
- Demonstrated successful experience with sustainability requirements.
- Demonstrated successful experience of similar scope projects.
- Knowledge of potential sources of grant funding for municipal projects.
- Ability to work within stipulated guidelines of applicable funding sources.
- Ability to work within budgets and control construction change orders.

##### **Primary Contact Professional**

- Completion of a minimum of two (2) municipal office projects within the last ten (10) years.

- Experience with projects of a similar scope.
- Number of years with the firm.
- LEED certified preferred

Respondent shall identify any subcontractor (or sub consultants) proposed to be used on this project and clearly explain their role and the percentage of involvement.

## 5. SERVICES REQUIRED AND APPROACH

### A. Services Required

In consultation with representatives of the Town, the selected firm will analyze the present structure and identify current realities that may impact, both positively and negatively, use of the building for the stated purpose. If demolition of existing improvements is required before a recommended approach can be implemented, the physical and economic feasibility of such demolition shall be explained and justified. If restoration or rehabilitation of the existing improvements is required before a recommended approach can be implemented, the physical and economic feasibility of such restoration or rehabilitation shall be explained and justified.

**General Responsibilities:** The Respondent will be responsible for all aspects of design, production of a set of economically feasible, code compliant plans, all specifications, documents, inspections, actual construction/renovation services, and related documentation as required for project closeout. The firm shall also assist the Town to complete any grant opportunities pursued by the Town for this project. The work required to be completed by the selected service provider to develop the design, engage in value engineering sessions with the Town as well as complete renovation construction services.. At any point in the project the Town, at its sole option, may elect not to complete the then current Phase of the project and/or proceed to the subsequent Phase of work.

### RFP Submission

#### 1. Conceptual Study / Schematic Design/Development:

- Study, measure, and document the existing building conditions, layout, functions, and physical environment and programming.
- Review all existing conditions and deficiencies.
- Prepare a preliminary design report and schematic design outlining the space and the proposed layout including plan details as required.
- Provide a fully detailed, line-item cost estimate for the proposed construction/ demolition/renovation work.
- Provide a Bid Security by a **certified check, letter of credit or surety bond** for five percent (5%) of the total bid, payable to the Town of Newtown. Surety companies and banks must be satisfactory of the town of Newtown.
- Submit RFP for review by the Town for potential selection or short list if deemed necessary.

## Phase I (Selected Firm)

### 1. Design Development Phase

- Conduct final review with the Town of Newtown Pool House renovation Committee.
- Make revisions to schematic design as necessitated by the budget and cost estimate review.
- Make presentations to Town Officials or and public groups as required.
- Bring any drawings and designs to a higher level of detail.
- Prepare technical specifications if needed for material selections.
- Compare cost estimate and material selections for compliance with project budget.
- Finalize interior design and materials.
- Meetings with Pool House Building Committee for final design review and approval.
- Meet with Building Department, Fire Marshall, and Zoning Commissions to review proposed improvement plans and code compliance. Begin the permit application processes.
- Make revisions as required to obtain permitting. Fees to be waived for local permits.
- Verify cost estimates and make revisions to construction/demolition/renovation detailing as required to comply with the budget.

## Phase II

### 2. Construction Documentation

- Produce final construction drawings.
- Produce final set of technical specifications
- Identify aspects for construction/demolition/renovation tasks that can be completed by Town Public Works Department personnel.
- Final coordination of all engineering documents.
- Develop project schedule with no disruption to seasonal pool schedule.
- Make final detailed revisions as required.
- Obtain required permits.
- Review all documents and submissions for compliance with the appropriate Town representative(s) and design team requirements.

## Phase III

### 1. Project Construction and Administration

#### Renovation / Demolition / Construction

- Provide a preconstruction meeting with the appropriate Town representative(s) and contractors.
- Attend and run weekly job meetings, as required, throughout the construction/demolition/renovation process.
- Prepare job meeting minutes for the record.
- Prepare weekly schedule of values.
- Review the contractor's renovation / demolition/ construction schedule.
- Review all submittals (shop drawings, proposed change orders, and issues that arise in the field) for compliance with the renovation /demolition/ construction documents.
- Meet on site as required to address field conditions.
- Prepare final punch list at the completion of the renovation /demolition/ construction work.
- Monitor and review the completion of the punch list.

- Provide project close-out.
- Meet with contractor, on-site, as required to address all issues.
- Review schedule of values, change orders (if any), shop drawings, and applications for payment.
- Create final punch list and monitor its completion.
- Oversee project close out.
- Prepare a CAD set of “as-built” plans based on actual construction, field notes and drawings and any other changes.

## **B. Approach**

Selected firm should take full advantage of the services of local vendors and sub-contractors whenever practical and financially feasible if needed.

Service provider should have a demonstrated ability to provide green building consulting and design services for public and municipal buildings.

## **6. STATEMENT OF QUALIFICATIONS CONTENT**

The Statement of Qualifications itself shall be organized in the following format and information sequence:

- A. State full name and address of your organization. Include names of lead professional personnel, titles, qualifications, and departments to be assigned to the project.
- B. Provide a brief description of your firm, including qualifications, experience and depth of staff, and quality control. Identify special licensing or registrations held by professional(s) assigned account responsibilities with a state, federal or other regulatory agency particular to consulting or advisory services, and your adherence to those requirements (i.e. LEED certified, Historic Architect, etc.). Identify any awards the firm has received.
- C. Include a resume and list of engagements of those individuals who will act in a consulting capacity for the Town.
- D. Provide a list of references including names, addresses, phone numbers, and contact person.
- E. Provide a projected timeline for the project.
- F. Include a signed copy of the Proposal Page. (Exhibit A)
- G. Provide a list of the firm’s hourly rates for additional work, if needed.

Out-of-pocket costs for said consulting services shall be included as part of the base fee. Examples of out-of-pocket costs include, but are not limited to, printing and mailing of surveys to the public and meeting notices, travel costs, and any other expenses.

- H. Include any topics not covered in the Request for Proposal that you wish to disclose to the Town, which further describes your firm's level of qualifications for the proposed architectural services.
- I. Disclose any pre-existing relationships with the Town or individuals involved in the proposed project.

- J. List any current or pending litigation against your firm. List investigations by any regulatory agency, if any, and provide a detailed explanation.
- K. Include signed copy of non-collusion statement. (Exhibit B)

**7. BASIS FOR THE AWARD**

The Town shall conduct a preliminary evaluation of all Requests for Proposals on the basis of the information provided with the submission, the ability of the respondent to perform, past performance, ability to meet time requirements, principals assigned to the project, technology capabilities, and an understanding of the work to be performed and the needs of the Town.

Each submission will be evaluated in accordance with the criteria set forth below:

- A. Experience and activity of the personnel to be assigned in similar municipal building re-use projects.
- B. Approach of the work and design intent.
- C. Statement of fees and costs.

**8. SUBMISSION OF REQUESTS FOR PROPOSAL**

Each respondent must submit Three (3) copies in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the request for Proposal is submitted and date and time submission is due. If forwarded by mail, the sealed envelope containing the request for Proposal must be enclosed in another envelope addressed to:

Town of Newtown  
Finance Department  
3 Primrose Street  
Newtown, CT 06470

Envelopes should be marked: "REQUESTS FOR PROPOSAL, TREADWELL PARK POOL HOUSE RENOVATION PROJECT"

These Requests for Proposals must be received by the Town no later than **11:00 AM, on Tuesday, February 7, 2012**. Submissions received after the date and time prescribed will not be considered and will be returned to the respondent.

A mandatory walk-through of the Treadwell Park Pool House will be held at **10:00 A.M., on Wednesday, January 18, 2012**. The walk-through meeting will start at the Municipal office building, 3 Primrose Street, Newtown CT 06470 Meeting Room 1.

**9. AWARD**

Prior to awarding any contract exceeding \$25,000.00 for the construction, alteration, or repair for any public building or public work, a labor and materialmen's bond must be furnished by the person to whom the contract is awarded.

Performance Bond when required must be by a certified check , letter of credit or performance bond for one hundred percent (100%) of the total bid. Surety companies and Bonds must be satisfactory to the Town of Newtown.

The Purchasing Authority of the Town of Newtown, Connecticut reserves the right to accept or reject any Requests for Proposals to best serve its interest, or to hold the Statements for ninety (90) days before rendering a decision. Acceptance of any firm's response does not place the Town under any obligation to accept the lowest or any response.

#### **10. CONTRACT PERIOD**

The agreement for Design/Build services shall become effective immediately upon execution of an agreement by all parties and shall remain in effect as defined in the final contract.

#### **11. COMPENSATION**

The selected Design/Build firm shall agree to provide an itemized billing based on the agreed upon fee schedule. Connecticut's prevailing wage law is codified in Connecticut General Statutes Section Section 31-53 and 31-53a. The law applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the State or its agents, or by any political subdivision of the State.

#### **12. TERMINATION**

Following implementation, should the First Selectman find that the firm has failed in any material respect to perform it's agreed upon obligation under the agreement; the agreement shall be canceled by the Town as being in the best interest of the Town. In the event of termination of this agreement as a result of a breach by contractor hereunder, the Town shall not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best Request for Proposal or call for new submissions and award the agreement thereunder. The contractor shall be responsible for direct and consequential damages as a result of its breach, including, but not limited to, extra costs required under the new agreement of similar services.

#### **13. INDEMNIFICATION**

To the fullest extent permitted by law, the Respondent, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless the Town of Newtown, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any negligent act, error, or omission of the Respondent during the Respondent's performance of the Agreement or any other agreements of the Respondent entered into by reason thereof. The Respondent shall indemnify and defend the Town of Newtown, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Respondent, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. Any other portions of the Agreement relating to insurance requirements shall not affect this indemnification. The Respondent agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

## 14. INSURANCE

Before execution of the Contract, the Respondent will be required to file with the Town of Newtown a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Town, shall name the Town of Newtown as an additional insured party on the form furnished with these specifications.

- a. Workmen's Compensation Insurance: With respect to all operations the Respondent performs and all those performed for it by subcontractors, the Respondent shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.
- b. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Respondent performs and also those performed for it by subcontractors, the Respondent shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from 1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide at total or aggregate coverage of \$1,500,000 for all damages during the policy period.
- c. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for accident or occurrence in the amount of \$500,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.
- d. Town of Newtown: With respect to the project operations the Respondent performs and also those performed for it by subcontractors, the Respondent shall carry for and on behalf of the Town of Newtown, insurance which shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$1,500,000 for all damages during the policy period.
- e. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Town of Newtown by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.
- f. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Town of Newtown against all damages, even if groundless.
- g. Compensation: There shall be no direct compensation allowed the Respondent on account of any premium or other change necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.
- h. Professional Liability Insurance. With respect to the project operations the Respondent performs and also those performed for it by subcontractors, the Respondent shall carry regular Professional Liability Insurance (Architects, Engineers, Attorneys, Accountants, Actuaries, Agent of Record). The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property.

Subject to that limit per accident or occurrence, the policy shall provide at total or aggregate coverage of \$2,000,000 for all damages during the policy period.

The Respondent shall pay on behalf of or indemnify and hold harmless the Town, its employees, officers, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs (including attorneys fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities which may arise out of any actual or alleged negligent act, error, omission, or default of the Respondent (or Respondent's officers, employees, agents, volunteers and subcontractors, if any) performance or failure to perform under the terms of this contract. This indemnification and hold harmless agreement shall survive the termination or expiration of this agreement.

**15. CONFLICT OF INTEREST**

Explain in detail any existing or potential conflict of interest that would be created by your firm's representation of the Town of Newtown.

**16. PENDING OR EXISTING LITIGATION OR INVESTIGATIONS**

Are there any current or pending litigation against your firm? Are there any investigations by any regulatory agency? If yes, provide a detailed explanation.

**17. EQUAL OPPORTUNITY- AFFIRMATIVE ACTION**

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each contractor with fifteen (15) or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin, or age, and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than fifteen (15) employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, or age. Findings of noncompliance with applicable state and federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

**18. CONTACT FOR TECHNICAL OR CONTRACTUAL MATTERS**

The person to contact concerning technical information pertaining to this Request for Proposal is:

Name: Carl Samuelson  
Title: Assistant Director, Parks  
Phone: 203-948-2523  
Email: carl.samuelson@newtown-ct.gov

**19. INCORPORATION INTO CONTRACT**

The provisions of this Request for Proposal, associated qualifications, and the successful Respondent's Proposal, will be incorporated into the final Contract between the parties. The basis for the contract and general conditions to be executed by the parties shall be the appropriate forms for Design/Build/ Administration and any such amendments as the parties hereto may agree.

Exhibit A  
Proposal Page

The undersigned hereby is in agreement to provide architectural design and construction services for the renovations of the Treadwell Park Pool House for the Town of Newtown as specified in the applicable Request for Proposal for the following fees:

**Phase I.** Architectural and engineering services to conduct a conceptual study, provide program recommendations, prepare a preliminary design report and schematic design to meet the Town's needs, provide a detailed line-item cost estimate, and make public presentations as required.

Fee range:

From \$ \_\_\_\_\_ to \$ \_\_\_\_\_, not to exceed \$ \_\_\_\_\_.

**Phase II.** Required services to bring drawings, designs, and cost-estimate to a higher level of detail, provide construction documentation and obtain permits as described in the request for Proposal, and meet with Town Committees, Commissions, and officials as appropriate.

Fee range:

From \$ \_\_\_\_\_ to \$ \_\_\_\_\_, not to exceed \$ \_\_\_\_\_.

**Phase III.** Required services to perform all aspects of construction and project administration as related to renovation, demolition, and construction as described in the applicable Request for Proposal.

Fee range:

From \$ \_\_\_\_\_ to \$ \_\_\_\_\_, not to exceed \$ \_\_\_\_\_.

Markup on Consultant Services \_\_\_\_\_%

\_\_\_\_\_  
*Name / Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Phone / Fax*

\_\_\_\_\_  
*City / State / Zip*

\_\_\_\_\_  
*e-Mail*

Exhibit B

THE TOWN OF NEWTOWN, CONNECTICUT  
REQUEST FOR PROPOSAL FOR DESIGN/BUILD SERVICES FOR THE RENOVATIONS OF THE TREADWELL  
PARK POOL HOUSE

Non-Collusion Statement

The undersigned is familiar with the conditions surrounding this Request For Proposal, is aware that the Town reserves the right to reject any and all submissions, and is submitting this Proposal without collusion with any other person, individual or corporation.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Telephone No.*

\_\_\_\_\_  
*City / State / Zip*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*Date Signed*