

Request for Proposal (RFP)

**City of Mentor Eleanor B.
Garfield Park Swimming Pool
Facility Condition Assessment**

Website: www.cityofmentor.com

Proposals must be submitted no later than 12 PM
Friday May 12, 2023

1) Intent

The City of Mentor (“City”) is requesting proposals from qualified and experienced professional consultants with backgrounds in aquatics, recreation, architecture, engineering and similar professions to provide services related to a comprehensive condition assessment of the Eleanor B. Garfield Park Swimming Pool outdoor facility. Project location: 7967 Mentor Ave, Mentor, Ohio 44060.

The intent of this this request for proposal is to retain a firm/consultant to develop options in a comprehensive facility condition assessment and possibly pending the assessment to develop the construction plan and documents to bid for the renovation that will guide the City in for Eleanor B. Garfield Park Swimming Pool improvements.

2) Community Overview

Mentor located in the Northeast region of the State of Ohio. City of Mentor has a city manager - council form of government and has a current population of approximately 49,460.

The City provides general government services including police, fire, public works, planning and community development and various recreational services including 3 outdoor pool facilities.

The bathhouse, pool area, mechanical, electrical and plumbing systems are reflecting their age.

While some improvements have been made over the years, the facility remains, for the most part, in its original condition.

3) Project Timeline

The following is a tentative schedule (all dates are subject to change) for the Eleanor B. Garfield Park Swimming Pool Facility condition assessment and possible renovation:

- Issue RFP: April 26, 2023
- Deadline for submittal of RFP response: May 12, 2023
- Preliminary Selection and Contact of Consultant(s): May, 2023
- Notify Consultant Selected or Rejection of RFPs: May 2023
- City Council approves professional services agreement: June 2023
- Preliminary Facility Condition Assessment presented to City Manager, Parks & Recreation Department: July/August 2023
- Final Facility Condition Assessment presented to City Council: August/September 2023

4) Instructions for RFP Submittal

All RFP responses shall be submitted to:

City of Mentor
Finance Department
8500 Civic Center Blvd.
Mentor Ohio 44060

Please place one (1) unbound original and three (3) printed and bound copies of your proposal in a sealed envelope and clearly label in the lower left-hand corner “City of Mentor Eleanor B. Garfield Swimming Pool Facility Condition Assessment”.

All responses must be received on or by **NOON on May 12, 2023**, at which time they will be opened. It is the sole responsibility of the respondent to ensure that the City has received the proposal on time. Telephone, electronic or facsimile transmission or submission of a proposal is not acceptable. Late proposals will not be accepted and shall be returned unopened.

- A. Responses should be prepared simply and economically, providing a straightforward, concise description of consultant’s capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.
- B. Any questions concerning the City’s specifications or RFP process shall be directed to Nita Justice, Recreation Superintendent at justice@cityofmentor.com or 440.974.5720 no later than

May 5, 2023 Any additional information or addendum to the RFP will be issued by the City no later than May 9, 2023. Bidders shall be responsible for checking Addenda and obtaining any from the website. The City will forward such information directly to known interested parties via email.

5) Evaluation Criteria

Responses to this RFP will help the City identify the most qualified consultant and will be indicative of the level of the firm’s commitment. Each RFP response will be independently evaluated and awarded based on the following:

Criteria	Weight Given (Points Value)
Project Understanding	20
Familiarity with laws and procedures associated with municipal pool/aquatic facilities	15
Experience/Expertise of Staff	20
Relevant Experience	20
Proposed Methodology and Schedule	10
Response of References	15
Total Criteria Weight	100

Proposals will be reviewed and scored. Those responses receiving the overall highest scores will be preliminarily selected as the qualified respondents.

6) Statement of Qualifications Information

Each respondent submitting a proposal must include a statement providing the following information:

- A. Firms Profile: Name, Address, Contact Person, Telephone No., Email and Web Address, General Background, and Service Offerings; and
- B. Project Team: A narrative describing the roles of each designated team leader assigned to the project; resume of project team members; Resumes of “sub” contributors/consultants/contractors including project related experience and individual team members; and
- C. Related Project Experience: State of Ohio experience in pool/aquatic facility condition assessments; examples of related projects completed by firm, description of creative samples used in development of a pool/aquatic facility condition assessment, description of scope and size of completed pool/aquatic projects with other public agencies; and
- D. Project Approach: Description of the approach your firm will be using to meet the expectations of the pool facility condition assessment and what the desired outcome of the approach will result.

Include examples of tools, approaches and inspection methodologies that your firm may use to complete the assessment; and

- E. References: Provide a minimum of three (3) references on similar projects; and
- F. Cost Proposal: Submit a detailed cost proposal with a breakdown of the fees to perform the work outlined as described in the Scope of Services.

7) Terms and Conditions

- A. The City reserves the right to reject all submittals and request new proposals, to waive minor irregularities in any response, and to choose a vendor, which in the opinion of the City, is the qualified bidder whose proposal is most advantageous to the City.
- B. The City reserves the right to request clarification of information submitted and to

request additional information from any vendor.

- C. The professional services contract resulting from acceptance of a response by the City shall be in a form supplied or approved by the City and shall include the RFP response as an attachment which shall reflect the specifications of this RFP and shall be binding and incorporated by reference in the contract. A copy of this contract is included for review. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Law Director.
- D. Respondents are responsible for all errors or omissions in their responses and any such errors or omissions will not diminish their obligations to the City. Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
- E. The City shall not be responsible for any costs incurred by the Responded in preparing, submitting or presenting its response to the RFP.

8) Scope of Services. The Pool facility condition assessment will provide information on the current condition of the existing pool, kiddies pool, pits, MEP systems, support facilities such as, but not limited to, the bathhouse, pool decks, slides, compliance with ADA regulations, to name a few, and the necessary information for the City to determine its options and potential next steps possibly pending the assessment to develop the construction plan and documents to bid for the renovation regarding the future of Eleanor B Garfield Park Pool Facility.

A. Facility Evaluation:

- i. Conduct a kickoff meeting with Parks & Recreation Department, Assistant City Manager and staff to discuss the goals of the project, timeline, and parameters of project.
- ii. Conduct one (1) input meeting with administration members to gain insights to conditions, challenges, concerns and expectations.
- iii. Collect and review available existing information including available plans, studies, reports, aerial photos, maps and other information.
- iv. Evaluate the existing construction, structural and mechanical/electrical systems with an analysis of such problems that might exist in the buildings that shall require long or short-term attention.
- v. Review building for conformance with ADA compliance requirements, fire and safety regulation compliance regulations and solutions, if applicable.
- vi. Evaluate all major facility systems and rate based on overall integrity, probable useful life and need of replacement. Systems and equipment shall be rated using evaluation criteria that includes present overall condition, age, effectiveness, efficiency, safety, code compliance as per year constructed, spare capacity, availability of spare parts.

B. Facility Condition Assessment:

Prepare an assessment for Eleanor B. Garfield Pool Facility that will include, but not be limited to, the following:

- i. Written condition analysis for each facility component; and
- ii. Findings based on the condition of each facility component; and
- iii. Recommendations on repairing, maintaining, or replacing each facility component; and
- iv. Develop capital budgets for each recommendation. These budgets must be reported in a manner so the decision-makers can consider priorities and potential phasing.

C. Presentation of Facility Condition Assessment

- i. Conduct one (1) meeting with the Parks & Recreation staff and Assistant City Manager at the end of the facility condition assessment to present draft findings and recommendations.
- ii. Possibly attend one (1) City Council work session meeting to present final facility condition assessment. Meeting materials required for presentation shall include, but not limited to: Twelve (12) hard copies and one electronic copy of the assessment.

Consultant will maintain regular contact and communicate as necessary and as required by the Parks and Recreation Director or his designee.

CONSULTANT: _____

COMPANY: _____

ADDRESS OF BIDDER: _____

CITY, STATE & ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

**PROFESSIONAL SERVICES AGREEMENT
FOR
ELEANOR B. GARFIELD SWIMMING
POOL CONDITION ASSESSMENT
SERVICES**

THIS AGREEMENT is made by and between the City of Mentor, a municipal corporation (the "City"), and _____, a corporation organized under the laws of the State of _____ (the "Consultant").

WHEREAS, the City is presently engaged in City of Mentor Eleanor B Garfield Park Swimming Pool Facility Condition Assessment and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of, and are incorporated by this reference as if fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

- 1. Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.
- 2. Payment.**
 - A. The City shall pay the Consultant an amount based on time and materials, not to exceed \$ _____ for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in your proposal, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in the submitted proposal. The Consultant shall not bill for Consultant's staff not identified, listed or invoiced at rates more than the hourly rates as prepared in your proposal, unless the parties agree to a modification of this Contract, pursuant to Section 15 herein.
 - B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.
- 3. Relationship of Parties.** The parties intend that an independent contractor- client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants

during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described immediately upon execution of this Agreement. The parties agree that the work described shall be completed by JULY/AUGUST 2023; provided however, that additional time shall be granted by the City Manager for excusable days or extra work.
5. **Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.
6. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.
7. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, subconsultants or subcontractors.
8. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City 's recourse to any remedy available at law or in equity.
9. **Minimum Scope of Insurance.** If the Specifications indicate insurance is required, then the Contractor shall obtain and pay for the following types of insurance:
 - (a) Commercial General Liability insurance with minimum limits of not less than \$1,000,000 combined single limit. Coverage is to include contractual liability, a per project general aggregate limit, primary and non-contributory other insurance provision, waiver of subrogation in favor of the City and additional insured status for the City including ongoing operations and products and completed operations.
 - (b) Automobile Liability insurance providing coverage for all owned, non-owned and hired automobiles with minimum limits not less than \$1,000,000 combined single limit. Coverage shall include additional insured status for the City and a waiver of subrogation for the City.
 - (c) Worker's Compensation which meets all statutory minimum requirements

All policies must be written with insurance companies acceptable to the City. All policies are to provide the City with thirty (30) days advanced written notice of cancellation or non-renewal with the exception of cancellation for non-payment of premium which shall be ten (10) days. Contractor

shall supply certificates of insurance evidencing the required coverage and shall furnish renewal certificates thirty (30) days prior to the renewal date. Failure of the City to request certificates does not relieve the Contractor from the obligation to maintain the required insurance.

(d.) Professional Liability insurance appropriate to the Professional's profession.

- 10. Verification of Coverage.** Verification of limits for public liability, property damage, Automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.
- 11. Ownership and Use of Work Product.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.
- 12. City's Right of Inspection.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 13. Records.** The Consultant shall keep all records related to this Agreement for a period of six years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City a reasonable sum for copies requested for any other purpose.
- 14. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.
- 15. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.
- 16. Liability:** The Bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded by law, brought or recovered against it, by reason of any act or omission of said Bidder(s), their agents, subcontractors or employees, in the execution of the contract, or for the use of any patented inventions by said Bidder. A sum sufficient to cover aforesaid claims, including attorneys' fees, may be retained by the City from monies due or to become due to the Bidder under contract, until such claims shall have been discharged.
- 17. Resolution of Disputes and Governing Law.**

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Manager and the City Manager shall determine the term or provision's true intent or meaning. The City Manager shall also decide all

questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

18. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the third business day following the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

Consultant	City of Mentor
Attn:	Attn: Nita Justice
Address:	8500 Civic Center Blvd.
City, State, Zip Code:	Mentor, OH 44060
Telephone:	(440) 974-5722

19. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named attached hereto and incorporated herein by this reference as if set forth in full.

20. Tax Exemptions: The City is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. Tax exemption certificates covering these taxes will be furnished upon request.

The transportation tax is not applicable on any purchase consigned to the City and no tax exemption certificate is required. If for any reason a contemplated purchase would not be tax exempt, this fact will be indicated in the Specifications, and such taxes may be included in the price or shown as a separate item in the proposal.

21. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2023.

CONSULTANT

CITY OF MENTOR

Kenneth J. Filipiak, City Manager

I hereby certify that funds in the amount of 00/100 Dollars (\$0.00) necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection, or are available through grants and/or loans from other funding sources.

David W. Malinowski, Finance Director

APPROVED AS TO FORM

Joseph P. Szeman, Law Director