

**DEADLINE EXTENDED**

**REQUEST FOR QUOTES (RFQ)  
FOR POOL REPAIR SERVICES FOR  
THE TOWN OF POUND RIDGE 199  
WESTCHESTER AVENUE SITE**

**QUOTE DUE:**

**OCTOBER 25, 2022  
4:00 PM**

**SUBMIT QUOTE TO:**

**OFFICE OF THE TOWN CLERK  
TOWN OF POUND RIDGE  
179 WESTCHESTER AVENUE  
POUND RIDGE, NY 10576**

## INSTRUCTIONS & INFORMATION

- The Town of Pound Ridge, Westchester County, New York (“Town”) is issuing a request for quotes (RFQ) from qualified pool contractors (“Contractors”), licensed in New York State, who shall provide pool repair services to support the repair of the Town’s pools at 199 Westchester Avenue, Town of Pound Ridge, New York (“Project”). Qualified Contractors shall have ample experience and expertise in all aspects of municipal pool maintenance, diagnostics and repairs and pool construction as well as general knowledge of site construction work.
- Sealed quotes must be received at the Office of the Town Clerk, Town of Pound Ridge, 179 Westchester Avenue, Pound Ridge, NY 10576 until 4 pm on October 25, 2022. One additional copy of the sealed quote shall be sent to the Office of the Town Engineer, Pitingaro & Doetsch Consulting Engineers, P.C. (“Town Engineer”), 15 Industrial Drive, Suite 2, Middletown, NY 10941 before 4 pm on October 25, 2022.
- Any and all addenda pertaining to this particular RFQ will be issued via email. It is incumbent upon all potential Contractors to view all released addenda prior to the RFQ close date. If you obtain the RFQ documents and decide you are interested in submitting a response, please email Linda Kump ([lkump@panddengeers.com](mailto:lkump@panddengeers.com)) at Pitingaro & Doetsch Consulting Engineers, P.C. and copy the Town of Pound Ridge Town Clerk ([townclerk@townofpoundridge.com](mailto:townclerk@townofpoundridge.com)). Provide the following information in your email:
  - Contractor Name
  - Contractor Contact Name
  - Address
  - Phone Number
  - Email Address – **All addenda will be issued via email**
- One (1) copy of the quote must be received by the Town Clerk in a sealed envelope, designated as “**QUOTE – 199 WESTCHESTER AVENUE POOL REPAIR**” with the name and address of the Contractor clearly indicated on the outside of the envelope, addressed to the Town Clerk, Town of Pound Ridge, 179 Westchester Avenue, Pound Ridge, NY 10576, on or before October 25, 2022 at 4 pm.
- One (1) copy of the quote must be received by the Town Engineer in a sealed envelope, designated as “**QUOTE – 199 WESTCHESTER AVENUE POOL REPAIR**” with the name and address of the Contractor clearly indicated on the outside of the envelope, on or before October 25, 2022 at 4 pm.

## INSTRUCTIONS & INFORMATION

- The Town reserves the right to waive any informalities or reject any and all quotes where such waiving or rejection is in the best interest of the Town.
- Contractors are responsible for submitting their quotes to the appropriate locations at or prior to the time and date as stated in the RFQ. No quotes will be accepted after the designated time or date indicated. It is recommended that quotes be submitted in advance to allow for timely receipt. Delay in mail delivery is not an exception to the receipt of a quote.
- The following are required as part of a quote submission:
  1. Contractor Statement of Qualifications
  2. Quote Price Form
  3. Statement of Non-collusion
- No bid bond will be required as part of this solicitation.
- Written questions concerning this RFQ shall be submitted to the office of the Town Engineer. Questions shall be submitted to Linda Kump at [lkump@panddengineers.com](mailto:lkump@panddengineers.com) with the Town of Pound Ridge Town Clerk copied ([townclerk@townofpoundridge.com](mailto:townclerk@townofpoundridge.com)) on or before October 18, 2022. The subject line of the email shall include "QUOTE – 199 WESTCHESTER AVENUE POOL REPAIR." Only written responses to questions will be considered official. Written responses will be issued via addendum to all Contractors who have provided a valid email address to the Office of the Town Engineer.
- Should a Contractor find any discrepancies or omissions in this RFQ, they shall notify the Town Engineer at once. The Town does not assume responsibility for any oral instructions or interpretations of meaning of the RFQ documents to any Contractor by any person(s).
- The following tentative schedule has been established for the selection and contracting process. It is subject to change by the Town.

Event	Date
Release of Request for Qualifications (RFQ)	September 22, 2022
REVISED Deadline for Questions	October 18, 2022
REVISED Quote Due Date	October 25, 2022

## INSTRUCTIONS & INFORMATION

- Contractor shall maintain in full force and effect during the term of the Project and at the Contractor's expense the minimum insurance coverages listed below. Upon Project award, insurance certificates in connection with the Project shall be furnished and shall contain the name of insured (Contractor), address of insured (Contractor), issue date of certificate, name of insurance company, policy number, inception and expiration dates, limits of liability for all policies, type(s) of coverage(s) in effect and location and description of work. The Town of Pound Ridge and Pitingaro & Doetsch Consulting Engineers, P.C. shall be listed as additional insured. The Contractor agrees to indemnify the Town of Pound Ridge and Pitingaro & Doetsch Consulting Engineers, P.C. for any applicable deductibles and self-insured retentions.
  - Owner's Protective Liability
    - Bodily Injury Liability: \$1,000,000 each occurrence; \$2,000,000 aggregate
    - Property Damage Liability: \$1,000,000 each occurrence; \$2,000,000 aggregate
  - Comprehensive General Liability, including operations-premises liability, contractor's protective liability, contractual liability and products/completed operations
    - Bodily Injury Liability: \$1,000,000 each occurrence; \$2,000,000 aggregate
    - Property Damage Liability: \$1,000,000 each occurrence; \$2,000,000 aggregate
  - Automobile Liability, including owned, hired and non-owned
    - Bodily Injury Liability: \$1,000,000 each person; \$1,000,000 each accident
    - Property Damage Liability: \$1,000,000 each accident
  - Worker's Compensation & Disability Insurance
    - Limit \$500,000 or State-mandated statutory limit, as applicable
  - Umbrella Insurance
    - Limit \$2,000,000
- Contractual Liability: The Contractor shall at all times indemnify and save harmless the Town of Pound Ridge and Town Engineer and their respective officers, agents and employees on account of any and all claims, damages losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to

## INSTRUCTIONS & INFORMATION

have been sustained by the officers, agents and employees of said Town or Town Engineer, or the Contractor or their subcontractors, and from injury including and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the work, or by any other person or property, real or personal (including property of said Town or Town Engineer) caused in whole or in part by the acts, omissions or neglect of the Contractor including but not limited to any neglect in safeguarding the work or through the use of unacceptable materials in constructing the work of the Contractor, any subcontractor, materialmen or anyone directly or indirectly employed by them or any of them while engaged in the performance of the Project, including the entire elapsed time from the date ordered to start work or the actual start whichever occurs first until completion of the guarantee period, as certified by the Town or the Town Engineer.

- **Laws and Regulations:** The Contractor's attention is directed to the fact that all applicable Federal, State and Local laws, and the rules and regulations of all authorities having jurisdiction over execution and performance of the proposal and contract, shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
- **Applicable New York State Labor Laws:** The Contractor and each and every subcontractor performing work at the site of the Project to which this Contract relates shall comply with the applicable provisions of the Labor Laws of the State of New York and particularly Article 8 thereof. The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates shall comply with the applicable provisions of Part 53 Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (12NYCRR53) Industrial Code Rule 53 and any amendments thereto. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one week, except in case of extraordinary emergency caused by fire, flood or danger to life or property.
- **In the hiring of employees for the performance of work under this Contract or subcontract,** neither the Contractor, nor any subcontractor, shall by reason of race, age, gender, religion, nationality, sexual orientation or color discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates, nor shall the Contractor, any subcontractor, or any person acting on behalf of the Contractor or subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this Contract on account of age, race, creed, color,

## **INSTRUCTIONS & INFORMATION**

sexual orientation, national origin or gender, in accordance with Executive Law 296, Sections 20 through 23.

- The Contractor agrees that the estimated quantities of the classes of materials or work and kinds of material stated in the RFQ are approximate and are to be used only for the purpose of comparing quotes offered for the work. The Contractor agrees that they will not hold responsible the Town and agents should any of the estimated quantities be found not even approximately correct and that they will make no claim for anticipated profits or for loss of profit because of a difference between the quantities of work actually done or materials actually delivered and the estimated quantities stated in the RFQ.

Note: Where any form of the pronoun “they” (e.g. “their,” “theirs,” “them,” etc.) is used to reference Contractor, that pronoun shall be understood to be singular and gender-neutral.

## **SCOPE OF WORK**

### **INTRODUCTION**

The Town of Pound Ridge (“Town”) is soliciting quotes from qualified pool repair companies (“Contractors”) for pool repairs at the Town’s site at 199 Westchester Avenue, Town of Pound Ridge, New York (“Project”).

The 199 Westchester Avenue site consists of approximately 34 acres, and it is used as the Town Park. The Town Park contains ball fields, tennis and basketball courts, playgrounds, benches, grills and three (3) swimming pools: the recreational pool, the competition pool and the kiddie pool. The site is located adjacent to Town Hall and within the two-acre Residential (R-2A) Zoning District.

To continue to provide operable Town pools, the existing recreational and competition pools will need to be repaired. Currently, both pools leak up to 6,000 gallons of water daily. The pool water levels have been maintained using two on-site wells, which have been forced to run constantly to keep up with the large amount of water loss. Once the pool leaks are repaired, the pool will then be able to reach the proper temperature, use less chemicals and minimize depletion of the Town’s groundwater assets.

The following is a summary description of the anticipated Project tasks. This information is provided as a framework for Contractor Statements of Qualifications (SOQs) and Price Quotes.

### **BASE BID SCOPE OF WORK**

Standard industry practices for the repair of the Town Pools are expected throughout the duration of the Project, which will consist of the following:

1. Inspect all areas of pools prior to beginning work.
2. Inspect all joints, seals, and associated components for leakage.
3. Remove and reinstall gutters, including all plumbing connection grout seals and backing. This work shall include the removal, disposal and replacement of all concrete decking as needed.
4. Pressure test all pool drains and returns to verify that none leak.
5. Inspect areas of pool drains and returns for seepage and wicking.
6. Dye test pool if no identifiable leaks are found.
7. All items found to be defective or deficient shall be repaired. A repair plan and cost estimate for each item not previously identified shall be provided to the Town Engineer for review.
8. Contractor shall be responsible for obtaining all permits and performing all inspections and testing along with any fees associated for all items.

## **SCOPE OF WORK**

9. After performance of the completed Scope of Work, indicating testing, gutter repair and other work to be recommended by the Contractor, the Contractor shall provide a guarantee against further leakage for a period of 24 months from the time of substantial completion.

## **PROJECT SCHEDULE**

Time is of the essence in completing this Project. It is the Town's intention to provide a Notice to Proceed by November 2, 2022, with work commencing by November 14, 2022 and being substantially completed by April 3, 2023.

## REQUIRED QUALIFICATIONS

Qualified Contractors shall have ample experience and expertise in all aspects of municipal and public pool repair and completion of site work.

### **1. General:**

- a. The Contractor's primary business, or the primary business of a department within the Contractor's company, shall be municipal pool maintenance, diagnostics and repairs and pool construction or closely related construction services for public and municipal entities.
- b. The Contractor (as a firm) shall have been in the business of pool maintenance, repair and construction or closely related services for at least five (5) years.
- c. Contractor shall provide a single Project Manager as the primary point of contact for all work assigned by the Town. This Project Manager shall have at least ten (10) years of experience in pool maintenance, repair and construction; site work; and/or general construction.
- d. Preference will be given to Contractors whose principal place of business is located in New York State and within a three-hour (3-hour) commute of the Town. The work must be based in and performed out of said offices.

### **2. Certifications & Insurance (Required):**

- a. Contractor shall be licensed to do business in the State of New York.
- b. Contractor shall possess a valid license for providing the requested services in the State of New York.
- c. Contractor shall maintain in full force and effect during the term of the Project and at the Contractor's expense the minimum insurance coverages described in the Instructions & Information section herein.

### **3. Performance Bond (Required):**

- a. Contractor shall be required to obtain a performance bond for the proposed work.

## QUOTE CONTENTS

### STATEMENT OF QUALIFICATIONS

Statements of Qualifications (SOQs) shall be concise and well organized and shall demonstrate the Contractor's experience applicable to the requirements of this RFQ. SOQs submitted in response to this RFQ shall be in the following order and shall include the following:

#### **1. Brief Cover Letter**

The cover letter shall describe the Contractor's understanding of the services identified. This letter shall contain an expression of the Contractor's interest in the work, a statement regarding the qualifications of the Contractor to do the work and any other information that may be useful to the Town. Cover letters shall be signed by an individual authorized to bind the Contractor and shall contain a statement to the effect that the submittal is in effect for ninety (90) days. The letter shall also acknowledge the receipt of any addenda to the RFQ.

#### **2. Contractor Information:**

- a. Legal name and address of company
- b. Address of office providing services and number of employees
- c. Legal form of company (e.g. partnership, corporation, etc.)
- d. Name, title, address, telephone number and email of person to contact regarding this RFQ

### PRICE QUOTE

The Quote Price Form included in this RFQ shall be completed and submitted with the Contractor's response. A lump-sum fee shall be provided as well as unit prices for individual items.

### FORMS

The following forms shall be submitted with the Contractor's response:

1. Statement of Non-collusion

**QUOTE PRICE FORM**

The undersigned, having carefully examined the appropriate RFQ documents, does hereby agree to furnish and deliver to the Town of Pound Ridge, Westchester County, New York, the following item(s) at the price(s) indicated:

<b>BASE BID – RECREATIONAL POOL</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b># OF UNITS</b>	<b>UNIT</b>	<b>ITEM TOTAL (\$)</b>
1	Inspect all areas of pools prior to beginning work.	1	Lump Sum	
2	Inspect all joints, seals, and associated components for leakage.	1	Lump Sum	
3	Remove and reinstall gutters including all plumbing connection grout seals and backing and concrete work.	1	Lump Sum	
4	Pressure test all pool drains and returns to verify that none leak.	1	Lump Sum	
5	Inspect areas of pool drains and returns for seepage and wicking.	1	Lump Sum	
6	Dye test pool if no apparent leaks are found.	1	Lump Sum	
7	Stated Allowance for Unforeseen Items	1	Lump Sum	100,000.00

<b>BASE BID – RECREATIONAL POOL</b>	
<b>DESCRIPTION</b>	<b>TOTAL NOT-TO-EXCEED PRICE (\$)</b>
Not-to-Exceed Price to Perform the Work for Items 1-7 as specified herein	

**QUOTE PRICE FORM**

<b>BASE BID – COMPETITION POOL</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b># OF UNITS</b>	<b>UNIT</b>	<b>ITEM TOTAL (\$)</b>
1	Inspect all areas of pools prior to beginning work.	1	Lump Sum	
2	Inspect all joints, seals, and associated components for leakage.	1	Lump Sum	
3	Remove and reinstall gutters including all plumbing connection grout seals and backing and concrete work.	1	Lump Sum	
4	Pressure test all pool drains and returns to verify that none leak.	1	Lump Sum	
5	Inspect areas of pool drains and returns for seepage and wicking.	1	Lump Sum	
6	Dye test pool if no apparent leaks are found.	1	Lump Sum	
7	Stated Allowance for Unforeseen Items	1	Lump Sum	100,000.00

<b>BASE BID – COMPETITION POOL</b>	
<b>DESCRIPTION</b>	<b>TOTAL NOT-TO-EXCEED PRICE (\$)</b>
Not-to-Exceed Price to Perform the Work for Items 1-7 as specified herein	

**QUOTE PRICE FORM**

CONTRACTOR

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NAME OF AUTHORIZED OFFICIAL (PLEASE PRINT OR TYPE)

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SIGNATURE OF AUTHORIZED OFFICIAL

DATE

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**STATEMENT OF NON-COLLUSION**

The following Non-Collusive Bidding Certification as required by General Municipal Law Section 103-d must be signed and submitted with this bid.

By submission of this Bid, each Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Contractor's knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any Contractor or with any competitor;
  
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to opening, directly or indirectly, to any other Contractor or to any competitor; and
  
3. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Wherefore, this statement has been subscribed by the Contractor and affirmed by the Contractor as true under penalties of perjury.

Dated: \_\_\_\_\_ 20\_\_\_\_

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_