

2015

# REQUEST FOR PROPOSALS 2015-03

## Feasibility Study and Master Plan for Brentwood Pool Renovations and/or Repairs

### Primary Project Deliverables:

- Analysis of site conditions at present pool facility.
- Development of cost estimates for the renovation of the facility and, alternatively, the replacement of the pool with a spray park.
- Production of conceptual drawings for both of the above referenced options.
- Recommendations for improving the financial sustainability of Borough aquatic facilities.

Proposal Deadline:

October 22, 2015

2:00 PM EST

Borough of Brentwood  
3624 Brownsville Road  
Pittsburgh, PA 15227  
(412) 884-1500



**ANNOUNCEMENT**

**REQUEST FOR PROPOSALS (RFP)**

**RFP 2015-03**

**FEASIBILITY STUDY AND MASTER PLAN FOR  
BRENTWOOD POOL RENOVATIONS AND/OR REPAIRS**

**BRENTWOOD, PENNSYLVANIA**

**OCTOBER 01, 2015**

The Borough of Brentwood, Allegheny County, Pennsylvania, is inviting firms to submit proposals for a one-time contract to perform professional services for the Borough of Brentwood pertaining to the preparation of a feasibility study and master plan associated with the renovation and/or repair of the Brentwood Pool. The provider of professional services must have at least five years of experience in commercial pool renovation and repair projects.

Information relating to submitting a proposal, including specific requirements, the organization of the proposal, proposal evaluation criteria, and the proposed contractual agreement, can be viewed electronically at <http://www.brentwoodboro.com/index.php/documents/viewcategory/64-rfps>.

A **MANDATORY PRE-SUBMITTAL** Meeting is scheduled for Tuesday, October 13, 2015 at 10:00 AM at the Brentwood Borough Community Room.

Sealed proposals (one (1) original and one (1) copy along with one (1) electronic PDF version supplied via USB/thumb drive), must be received by The Borough of Brentwood at 3624 Brownsville Road, Pittsburgh, PA 15227 no later than October 22, 2015, at 2:00 P.M., EDT and the same will be publicly opened immediately thereafter. If mailed, the proposal should be addressed to: George Zboyovsky, PE, Borough Manager and the envelope sealed and clearly marked as **“Feasibility Study and Master Plan for the Brentwood Pool.”**

Any contact for additional information should be made to George Zboyovsky, PE via email at [gboyovsky@brentwoodboro.com](mailto:gboyovsky@brentwoodboro.com).

The Borough of Brentwood reserves the right to accept or reject any or all bids.



**BOROUGH OF BRENTWOOD**

**REQUEST FOR PROPOSALS (RFP)**

**RFP 2015-03**

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BRENTWOOD POOL RENOVATIONS AND/OR REPAIRS  
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NOTE: In this document the term "proposer" shall mean the person or firm making a proposal based on this RFP. The terms "proposer", "consultant", "architect", and the term "firm" are used interchangeably. Also, the term "you" or "your" shall refer to the proposer.

## **SECTION 1. BACKGROUND**

### ***BOROUGH OF BRENTWOOD COMMUNITY VISION STATEMENT***

*The Borough of Brentwood is a unified, family-oriented community with a strong commitment to civic pride and traditions. While preserving these standards, ideals and traditions, the community shall strive to provide a high quality of life for all, a superior educational system and residential areas with a more suburban character. The community shall support established businesses while encouraging future economic development and effective local government, all within a safe and clean environment.*

#### **A. General Description**

Brentwood is a small borough in the South Hills.

The southern half of the municipality is surrounded by the Borough of Whitehall. The northern half of the community is roughly divided along its north-south axis by the City of Pittsburgh, to the west, and the Borough of Baldwin, to the east. Brownsville Road divides the community roughly in half along its east-west



axis. It is a densely-populated community in Allegheny County: its 9,800 people live in houses and apartment buildings within an area that is only 1.5 square miles.

Most of these homes are older than the County average, since Brentwood was one of the first towns incorporated in Allegheny County. It grew quickly as a first tier suburb of Pittsburgh when the Liberty Tunnel was built through Mt. Washington, making Brentwood a 10-minute ride to downtown Pittsburgh. Over the decades, Brentwood has maintained its charm as a town with short, walkable blocks through tree-lined streets that lead to a small downtown area and to its parks and pool.

Brentwood is one of those Pittsburgh area boroughs in which families stay for generations, but it is also a community that attracts and welcomes people who discover it and move here because:

- **The cost of housing is lower.** The price of homes in Brentwood is less than comparable residences in Whitehall and Baldwin Boroughs, the adjacent communities. The median income of Brentwood households is just under \$55,000, so the housing value is an important feature of the community for most individuals and families. *Money* magazine recently rated Brentwood as the tenth most affordable town in America.

- **The schools are good.** Brentwood children and youth attend the Brentwood School District, and their test scores exceed the state averages for reading and math. The Brentwood Borough School District was ranked 28 out of 105 school districts in Pennsylvania in 2008 by the *Pittsburgh Business Times*.
- **Its recreation stands out.** In spite of the small size of the town, the Borough organizes many activities for young people and adults, including after school recreation programs at the Brentwood Public Library and swimming lessons and recreation at the Brentwood Pool and Park. Brentwood Park is centrally located within the Borough and covers approximately 30.0 acres.

B. Conditions at the Existing Brentwood Pool

*Background*

Brentwood opened its public pool on July 4, 1928, as part of the dedication of its community park. Significant facility renovations took place in approximately 1976, at which time a children’s wading pool was constructed adjacent to the primary structure. In the interceding years, Borough employees have performed routine annual maintenance to eliminate potential hazards, prevent mechanical degradation, and maintain acceptable aesthetic conditions. However, with the facility approaching 90 years in age and 40 years since it was most recently upgraded, the Borough recognizes a need to undertake a comprehensive evaluation of the site. Brentwood seeks not just to identify and clarify needed capital repairs, but also to make improvements that will eliminate operational efficiencies. Additionally, the Borough is aware that the needs and expectations of the residents have changed since the pool’s initial inception; thus the municipality seeks to ensure that adequate amenities are provided so that facility can remain competitive within the market for recreational services.

*Pool Basin*

Defects have been noted in the poured concrete superstructure of the pool. Surface layers of concrete along the walls have begun to shift and crack. Several of these faults run from the top of the structure to floor level (Exhibit “A”). Paint and grout is in need of removal via sandblasting, but such maintenance has been deferred. Due to many years of heavy foot traffic, the risers of the entry steps have begun to erode (Exhibit “B”). Similar problems have been noted on the floor of the structure. Minor cracks are filed annually with caulking. One major crack runs longitudinally nearly the entire length of the pool. To a lesser degree, such issues afflict the wading pool (Exhibit “C”). Borough staff has attempted to patch these defects prior to start of each season. However, as deteriorated areas grow in size and scope, it has become apparent that, at minimum, the faultiest sections are in need of saw cut removal and a clean concrete pour. The pool also contains a concrete recirculation gutter. This trough contains numerous hollow spots and, due to many years of patch repair, features significant grade variations. The lip of the

gutter is not flush with the pool deck, which poses a tripping hazard. This system is in need of replacement in its entirety (Exhibit “D”).



Exhibit “A”



Exhibit “B”





Exhibit "C"



Exhibit "D"

*Pool Deck*

The concrete surrounding the pool is also showing signs of deterioration. A large portion of the deck adjacent to the deep end of the pool has become pitted, exposing the aggregate base (Exhibit “E”). Such defects are temporarily addressed through patching. Exposure to moisture has caused offsets to develop at the joints between slabs (Exhibit “F”). Although inlets are present in the deck surrounding the wading pool, runoff from the main pool deck can only drain via the concrete gutter. The combination of offsets and insufficient drainage leaves some areas prone to ponding. Metal lifeguard chairs are permanently affixed to the deck (Exhibit “G”). Several are no longer in serviceable condition. The main feed pipe is currently above the surface grade of the deck (Exhibit “H”). To prevent this item from becoming a tripping hazard, the Borough has been forced to leave a discontinued diving board frame erected as a buffer. Relocating this plumbing through the wall of the pool would be a costly endeavor. Chain link fencing surrounds the majority of the facility. Visible rust is present on numerous portions of this structure (Exhibit “I”).



Exhibit “E”



Exhibit “F”



Exhibit "G"



Exhibit "H"



Exhibit "I"

*Mechanical Equipment*

It is suspected that the leaks are present within the pool's main water feed and return lines. Pressure testing has not been completed to evaluate conditions. The recirculation pump was serviced prior to the start of the 2015 pool season, but it is unable to meet the required maximum turnover rate of six hours. The filtration system is contained in a fiberglass casing. Pinhole leaks have been noted in the past. Although such defects were corrected, they are a disconcerting sign of impending failure. The filter system is at least 30 years of age, and, as such, attaining replacement parts has become problematic (Exhibit "J"). Borough employees have had difficulty lighting the burners to the hot water tank. The base of this device is extremely corroded (Exhibit "K"). The chemical system utilizes liquid chlorine as a

disinfectant. However, because the mechanical area is not accessible by truck, Borough employees are required to fill the tank by pouring directly from thirty-gallon drums. Installing a new calcium hypochloride tablet system would be preferable, as it would eliminate the performance of this dangerous task in a constricted, minimally ventilated room. Although the majority of the lines for these systems have been updated and are now made of PVC, the valves, gages, and other ancillary components have not been upgraded (Exhibit “L”). All mechanical equipment is located behind a door that features a rotting steel frame (Exhibit “M”).

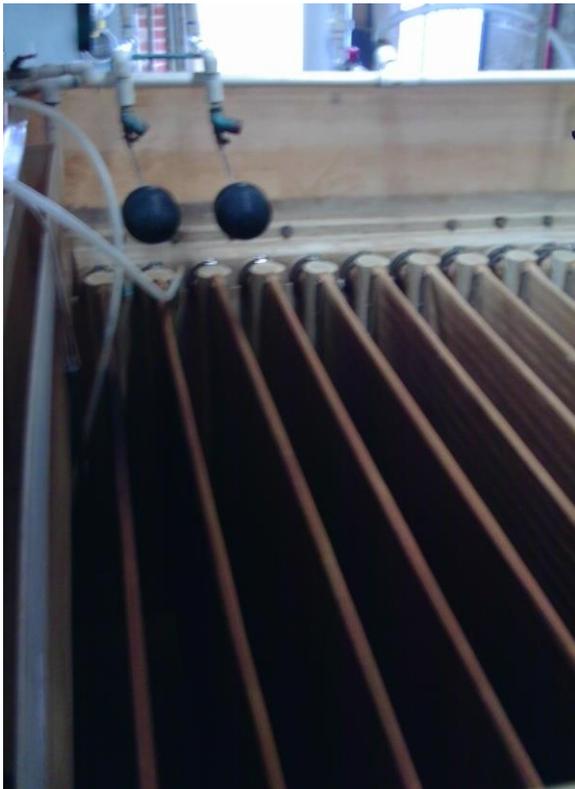


Exhibit “J”



Exhibit “K”



Exhibit "L"



Exhibit "M"

*Bathhouse*

Located adjacent to the pool deck, the bathhouse is an antiquated brick and block structure. The interior of the building is not aesthetically pleasing. The restrooms and changing areas are poorly lit, and, although equipment such as lockers, benches, and showers is serviceable, these components are in need of modernization. Plumbing problems have been noted by Borough staff. Sinks in the men’s restroom are not functional or do not produce sufficient water pressure (Exhibit “N”). Doorways, stalls, sinks, and towel dispensers are not compliant with the Americans with Disabilities Act (Exhibit “O”). Indeed, men’s facilities are only accessible by descending a steep flight of approximately 15 stairs. This stairway connects to a cantilevered sidewalk that contains numerous cracks. Although these defects appear to be nonstructural in nature, evaluation and repair of this area would be prudent. The bathhouse also contains minor damage to downspouts, soffit, and fascia.



Exhibit "N"



Exhibit "O"

C. Project Funding

This project will be funded through the Borough's 2016 Capital Improvement Fund. The Borough is seeking a "lump sum not to exceed" contract that encompasses the entire scope of work.

## **SECTION 2. REQUIREMENTS**

### A. General

The Borough of Brentwood reserves the right to reject any or all proposals and to select the proposal that it judges to be in the best interest of the Borough of Brentwood

The contract is subject to the approval of the Borough of Brentwood Council and is effective only upon approval by this body.

All proposers are bound by the deadline and location requirements of this RFP as previously stated in the Announcement.

All proposals shall remain effective subject to Borough of Brentwood review and approval for a period of ninety (90) days from the deadline for submitting proposals.

The Borough of Brentwood may initiate negotiations with the proposers submitting the proposal or seek additional proposals on an informal or formal basis during the ninety (90) day period that proposals must remain effective.

The proposer is encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to obtain a high quality level of service at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed, at minimum, must accomplish the goals and work outlined below.

### B. Inquiries

All inquiries concerning the RFP shall be forwarded to George Zboyovsky, PE, Borough Manager, by e-mail ([gboyovsky@brentwoodboro.com](mailto:gboyovsky@brentwoodboro.com)). Any changes to the RFP will be in writing, documented and forwarded to all participating proposers of the RFP as soon as possible. Major changes, or an excessive number of changes, may result in cancellation of the existing RFP. **No inquiries, questions, etc. will be addressed after October 16, 2015.**

### C. Mandatory Pre-Submission Conference

A mandatory pre-submission conference will be held on **October 13, 2015 at 10:00 AM** with Brentwood Borough personnel, the Borough Engineer, and all prospective candidates and other interested parties to discuss this project and tour the pool area. The meeting will take place at the Brentwood Borough Community Room, which is located at 3501 Brownsville Road, Pittsburgh, PA 15227. No tours or site visits will be permitted except in conjunction with the Mandatory Pre-Submission Conference.

D. Direct Contact

**Direct contact with any Borough employee without the expressed permission of the Borough Manager or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.**

E. Proposal Submittal Requirements

Prospective packages shall be submitted in a sealed envelope clearly marked in the lower left-hand corner “**RFP 2015-03: Feasibility Study and Master Plan for the Brentwood Pool**” no later than **2:00 PM on October 22, 2015**. No proposal will be accepted after 2:00 P.M., and all proposals shall be delivered to the Brentwood Municipal Building, 3624 Brownsville Road, Pittsburgh, PA 15227. All material submitted will become the property of Brentwood Borough, and the only information available at the proposal opening will be the names of vendors submitting proposals. No facsimile of proposals will be accepted.

F. Debriefing

The Borough requires that, in the RFP process, all information as to persons or firms making offers or as to the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available at the municipal building for public review. Request a review time during normal business hours, 8 a.m. to 4 p.m., Monday through Friday.

G. Examination of Data

Before submitting proposals, prospective consultants shall carefully examine the Proposed Contract Documents, acquaint themselves with all governing laws, ordinances, etc. and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the consultant has so familiarized himself and, therefore, no concession will be granted by the Borough because of any claim of misunderstanding or lack of information. Consultants are expected to read and study all specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by consultant should be reported promptly to the Borough for correction or interpretation before the date of the opening of the proposal.

### **SECTION 3. WORK REQUIREMENTS (SCOPE OF WORK)**

**INSTRUCTIONS:** The following work elements and work tasks, along with the planning procedures presented as part of the work elements, constitute the work and product required to be performed and produced for a satisfactory master plan for the Borough.

Brentwood Borough Council has acknowledged that the community pool is in need of significant capital investment. However, there is not a consensus regarding how to proceed with addressing these deficiencies. Council desires information so as to ascertain the most cost effective solution (in both the short term and the long term) for improving this facility. Some members of Council believe that the pool in its current form is a critical community asset; however, in order to increase attendance, improve safety, and ensure long term financial sustainability, major renovations are desired. Conversely, other members assert that, in an era where many property owners prefer to swim in private backyard pools rather than community facilities, the pool no longer meets the recreational needs of residents. This group proposes that the land could be better utilized as a spray park. As such, in order to provide Council with the information necessary to render a decision, the selected consultant shall be required to tender two design options. For Option 1, the consultant will outline a plan for renovating the existing site. Option 2 will consist of a plan for closing and abandoning the existing pool and replacing it with a new spay park. Submittals shall conform to the following format:

#### **A. Program Development and Documentation Review**

1. Review all available documents regarding previous studies and proposals. Some of the available studies may be preliminary in nature or incomplete and further investigation may be required for an adequate design response. Notify the Borough Manager of the information needed.
2. Prepare a project schedule required for this RFP that identifies the necessary major tasks and/or benchmarks during the design analysis process. Include the Borough's design review process. Estimate the time required to accomplish each major task, including those associated with design review. The Borough wishes to use the final Document as part of a grant application that is due in April. As such, the deadline for the final Document shall not be later than March 31, 2016.
3. Prepare a companion document that identifies potential risk issues that could negatively impact the project budget or schedule depending on the Design Option. The successful proposer shall help develop strategies to mitigate these risk impacts. The risk assessment document shall be updated throughout the design and construction process.

4. Participate in a project kick-off meeting with the Project Team to formulate a design statement in which major project goals and the means of implementation are identified. The Project Team is at a minimum the Proposing Firm, the Borough Manager, Borough Engineer, and three (3) members of Borough Council. Other Borough staff may also be included as members of the Project Team, as necessary.

#### B. Site Information and Analysis

Specific site information must be gathered and reported to establish a basis for the project. The proposer will evaluate the condition of the existing pool facility, including the following items:

- Poured concrete pool basin
- Poured concrete children's wading pool
- Pool deck and surrounding concrete areas
- Recirculation system
- Filtration system
- Chemical system
- Bathhouse and surrounding accessory components

The proposer shall also provide a general physical description of the site, which includes, but is not limited to the following features:

- Location
- Acreage
- Topographic features
- Site access
- Environmental/soil issues
- Utilities

### C. Usage and Facilities Analysis

The purpose of this analysis is to determine the type, size, and standards of facilities to be developed, based upon user demand and community needs. The proposer will evaluate, at minimum, the following items:

- Current pool capacity and usage
- Service area demographics, including age, income, and household size
- Demand analysis
- Analysis of and comparison to surrounding aquatic facilities

### D. Design: Facility Options

The successful proposer will be expected to assess the existing facilities and provide the requested information in order to evaluate at least the following two (2) identified options:

#### **Option 1: - Renovate Existing Borough Pool for continued use.**

1. Produce conceptual design layout and cost estimate for repair/renovation of the Borough Pool, as well as the bathhouse and similar support structures.
2. The design program must address the following features:
  - Water features, pool, or space design (include “mini-spray features” in children’s wading pool area)
  - User populations and programs to be supported
  - Lighting
  - Pool markings
  - Traffic patterns
  - Deck equipment
  - Underwater features
  - Mechanical features, including filter system, water treatment, and automatic water treatment control
  - Spectator facilities
  - Pool House/Changing room features and user spaces
  - Support spaces and features

3. Identify additional improvements and amenities that should be included to increase annual attendance figures. Suggested enhancements could include climbing walls, aquatic playground equipment, waterslides, zero-depth access, new lockers, etc.

### **Option 2: - Construct New Spray Park**

1. Produce conceptual design layout and cost estimate to construct a new Borough Spray Park in the same location as the current Pool.
2. The design program must address the following features:
  - Spray features, pool, or space design
  - User populations to be supported
  - Lighting
  - Spray Area markings
  - Traffic patterns
  - Deck equipment
  - Mechanical features, including filter system, water treatment, and automatic water treatment control
  - Spectator facilities
  - Pool House/Changing room features and user spaces
  - Support spaces and features
3. Identify additional improvements and amenities that should be included to increase annual attendance figures.

#### E. Cost Estimates

The proposer will prepare an Opinion of Probable Construction Cost for each design scenario, including buildings, amenities, and support facilities. Recent project bid figures of similar projects will be used as well as national estimating guides and local cost adjustment factors. The hard construction cost figures will be supplemented by a development cost factor, which will include such “soft” costs as professional fees, survey, geotechnical report, documentation reproduction, advertisement for bids and all anticipated expenses related to the administration of the project. The sum of these two cost figures will be the total project cost for each option.

1. Development (construction) costs: The proposer shall present a detail current cost estimate for the development of the proposed facilities identified in each option. The cost estimate should include estimated actual construction costs, project administration costs, engineering and professional service costs, as well as a contingency of at least 10%.
  - i. For both options, the cost estimates shall include provisions for new amenities.
  - ii. For Option 2, the proposer shall provide cost estimates to fill and grade the existing pool, as well as to remove any discontinued support structures.
2. Phased capital program. For each option, the proposer shall develop a phased and prioritized multi-year capital development plan (if applicable). This plan should identify which portions of the facility to be developed and in which years and the costs associated with each phase. Implementation strategies to financing this capital plan should also be addressed (bonds, grants, fund-raising, etc.). Project future years cost using appropriate inflation indexes.

#### F. Management & Financial Assessment

The Borough seeks to ensure that it invests prudently in the site of its municipal pool. As such, the proposer shall assess the financial impact of each of the above referenced options and make recommendations for improving the long term financial health of Borough aquatic facilities.

1. Review and chart historic revenues and expenditures.
2. For both Option 1 and Option 2, develop a minimum five-year financial projection. Include net profit/loss per resident.
3. For both Option 1 and Option 2, provide a cost-benefit analysis. Option 1 data should include operational costs, such as staffing, utilities, chemicals, and routine maintenance, as well as capital replacements.

4. Suggest additional methods for increasing revenues and mitigating expenses including, but not limited to:
  - Public relations/community awareness
  - Staffing
  - Concessions and other accessory services
  - Recreational programming/facility rentals
  - Adjustments to hours of operation
  - Adjustments to fee schedule

G. Stakeholders/Public Participation

To help reduce potential conflicts and gain public support for the project, citizen input must be received during the planning process. At minimum the Brentwood Borough Steering Committee (Project Team) will meet with the consultant once per month at Monthly Progress meetings as well as the various meetings identified in the table below. At least one general public meeting must be held. The exact number of meetings may vary depending on the desires of the community and the scope of the project.

<b>Meeting Type</b>	<b>Invited Group/Members</b>
<b>Project Kick-off Meeting</b>	Project Team
<b>Planning/Work Shops</b>	Project Team
<b>Planning/Work Shop #2</b>	Brentwood Borough Council
<b>Key Individuals/Stake Holders (not on Steering Committee)</b>	Members of the BPI
<b>Neighborhood/Community Meeting</b>	Public Meeting, Planning Commission, Local Officials (County, State, Federal)
<b>Schematic Design Phase</b>	Project Team/Borough Council
<b>50% Design Submission</b>	Project Team/Borough Council
<b>95% Design Submission</b>	Project Team/Borough Council
<b>Final Design Presentation</b>	Project Team
<b>Final Design Presentation</b>	Brentwood Borough Council
<b>Monthly Progress Meetings</b>	Project Team

Note: the 50%, 95%, and Final Design submissions to the Project Team can occur during one of the monthly progress meetings. The consultant team shall prepare and facilitate the meetings. The consulting team shall be responsible for all time and expenses related to scheduling, coordinating, and summarizing all community, Steering Committee, Planning Commission, and Borough Council meetings, as well as all materials necessary to conduct the meetings.

#### H. Design Considerations

In determining the uses and facilities to be planned for the site and the size and location of the facilities, the following must be considered and reported on to the extent that they are applicable to the site plan:

1. Both the site's limitations and positive points, as well as the various standards related to the proposed areas, facilities, and functions. If local architectural or building standards have been developed, these should be considered.
2. Applicable laws and regulations relating to health and safety including state and local building regulations and zoning.
3. Handicap accessibility standards as prescribed by the Americans with Disabilities Act (ADA).
4. Protection of environmental sensitive areas including streams, wetlands, forests and established trees and natural areas that provide wildlife habitat (if applicable).
5. Endangered species.
6. Significant historic areas and structures.
  - Pennsylvania Historical and Museum Commission review.
7. Accepted good design practices as established by professional associations and standards identified.

#### I. Work Performed by the Borough

1. The Borough has assigned the Borough Manager to oversee the successful proposer's work and provide support as needed.
2. The Borough will provide maps available through its Geographic Information System (GIS) through the Borough Engineer.
3. Other Borough personnel in the Public Works/Engineering Department, Code/Building Department and Police Department will be available to review building system design, landscaping and irrigation, and utilities. These staff will assist the Borough Manager to represent the Borough as the project Owner.

## J. Project Deliverables

Deliverables shall be considered those tangible resulting work products that are to be delivered to the Borough such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports.

Deliverables and schedule for this project shall include:

- i. Pre-Design Phase: Program Development and Documentation Review:
  - Program document
  - Detailed project schedule
  - Prepare risk issues and mitigation document
  - Project kick-off meeting. This meeting will be conducted shortly after the issuance of Notice to Proceed
  - Meeting notes for the project kick-off meeting distributed to attendees
- ii. Schematic Design Phase:
  - Two schematic design options.
  - Preliminary cost estimate
- iii. Narrative Report Phase:
  - Attend design, review and process meetings as previously described, and distribute meeting notes to attendees
  - Submit review documents at 50% and 95% complete.
  - Final cost estimate at 95% complete
  - Final narrative report

All deliverables and resulting work products from this contract will become the property of the Borough of Brentwood.

## K. Narrative Report Organization

All aspects of the planning process and the final master site plan must be presented in a narrative planning report that includes the following items and is organized as follows:

1. A brief executive summary setting forth key aspects of the planning process and the final plan.
2. Background information including a description and summary of the public participation process
3. Site information and analysis

4. Usage and facilities analysis
5. Comparison analysis with Baldwin Pool, Whitehall Pool, Green Tree Pool including size, amenities, operating hours, rates, programming, operating costs.
6. Summary discussion of important design considerations not covered previously in the report, including proposed new amenities
7. Presentation of itemized cost estimates and capital improvement phasing plan
8. Assessment of management and financial condition of pool, including recommendations
9. Discussion of other considerations and recommendations that the community should be aware of in proceeding to construct the improvements proposed by the site plan.

M. Mapping and Plan Drawings

1. **Base/Existing Pool Site Map.** An existing conditions map of the site must be prepared in accordance with the following specifications and include the following information:
  - a. Color may be used but is not required.
  - b. The scale of the map shall be no smaller than 1"=100' unless due to the size and simplicity of the site a smaller scale is more appropriate.
  - c. The following items and information must be shown on the map:
    - Park name
    - Name of municipality
    - Scale, graphic scale, north arrow, date, legend
    - Property Boudary
    - Seal of designing landscape architect registered in Commonwealth of Pennsylvania
    - General location and type of easements on the site
    - Topography (minimum of ten foot contour interval)
    - Existing structures and facilities including utilities installations and storm water facilities
    - Circulation patterns (existing access roads / service drives / parking / trails / walks / ramps / paths and bridges)
    - Natural and man-made barriers
    - Water features (streams / rivers / ponds / lakes)
    - Drainage structures (culverts / catch basins / inlets / ditches / under drains)
    - Site control structures (fences / walls/gates)
    - Existing Parking areas (include ADA)
    - Rights-of-way
    - Vegetation (existing trees and forested areas / meadow areas, farmland)
    - Soils and limiting subsurface conditions
    - Other site features that may impact the use and development of the site area.

2. **Site Plan Drawings.**

Conceptual drawings for both Option 1 and Option 2 must be prepared reflecting the final proposed long-term, full development of the site in accordance with the following specifications and including the following information:

- a. One colored drawing must be provided to the community. The drawing must either be a reproducible colored drawing or a reproducible non-colored drawing that can be colored.
- b. The scale of the map shall be the same as the Base Map.
- c. All features, uses and structures proposed for the site must be drawn to scale and identified by name and/or description and shown in their exact proposed location. This includes all existing features, uses and structures that are to remain on the site as part of the planned use and development of the park.
- d. All roadways, driveways, trails and walkways must be identified by type of surfacing proposed.

The following items and information must be shown on the map:

- Park name
- Name of municipality/owner
- Scale / North Arrow / Date / Legend
- Seal of designing landscape architect registered in Commonwealth of Pennsylvania
- Acreage of the project area.
- Site/Project boundaries lines
- All uses, facilities and structures proposed for the site.
- Existing structures and facilities that are proposed to remain on the site.
- Proposed site topography to accommodate proposed development of the site (minimum of ten foot contour interval)
- Circulation patterns (proposed access roads / service drives / parking / trails / walks / ramps / paths and bridges)
- Natural and man-made barriers
- Major drainage structures (culverts / catch basins / inlets / ditches / under drains)
- Site control structures (fences / dikes / walls)
- Existing and Proposed Parking Areas (include ADA)
- Rights-of-way/Easements
- Vegetation (trees and forested areas / meadow areas, farmland)
- Boundaries of existing and proposed riparian buffers
- Notations and legends necessary to fully explain the size, type and location of any proposed use, feature, or facility.

N. Project Schedule

The consultant shall prepare a project schedule based on the above Scope of Work with various milestones/benchmarks. The Project Schedule shall include but not be limited to the following:

- i. Meeting Schedules (include community meetings)
- ii. 50% Design Review Submission
- iii. 90% Design Review Submission
- iv. Final Design Submission
- v. Final Presentation to Borough Council outlining the methods and results of the study.
- vi. Final Presentation to community outlining the methods and results of the study.

The Final report and presentation shall include color plans and 3-D renderings of both options.

O. Project Sustainability Goals

While this project will not be held to any specific Leadership in Energy and Environmental Design (LEED) standards because of the limited scope and budget the Borough does expect the design to include recycling/reuse provisions. It is desirable to the extent possible to reuse several of the municipal buildings office furnishings, council chambers audio system, and other items purchased within the last few years.

#### SECTION 4. ORGANIZATION AND REQUIRED SUBMITTALS FOR PROPOSAL

In order to provide the Borough with information that will enable us to evaluate qualifications from interested firms, please provide your firm's responses as to the following items in the outlined order provided:

A. Letter of Transmittal

This letter should include:

- a statement indicating your understanding of the work to be performed;
- an affirmation of the firm's qualifications for professionally and expertly conducting the work as understood;
- the firm's contact person concerning the proposal, a telephone number and email address where that person can be reached; and,
- a clear statement of the firm's, and/or the principals of the firm, relationship(s) with, or knowledge of any officials or employees of the Borough of Brentwood and the nature of this relationship or knowledge.

Note: Failure to clearly state and fully disclose any of the information required in the letter of transmittal shall be grounds for the Borough of Brentwood to reject the firm's proposals and will be grounds for immediate cancellation of any contract entered into between the Borough of Brentwood and the firm without payment of work completed.

B. Profile of Firm

This should be a brief statement indicating the firm's experience in conducting work of the nature sought by this RFP. Advertising brochures on the firm may be submitted as a part of this profile as long as the brochures specifically address the experience of the firm related to the work to be performed.

Additionally, this profile should include:

- \* the location of the firm's office that will provide the proposed services;
- \* resumes of individual consultants or employees proposed to conduct the work and the specific duties of each consultant or employee relative to the proposed work;
- \* a brief reference list of other municipalities served by the firm should be provided with telephone numbers and names of contact persons; and,
- \* any other information describing the firm may be included if it relates to the capabilities and expertise of the firm in doing comparable work.

C. Project Profiles

Identify at least three (3) similar projects completed in the last five (5) years including the scope of the project, your firm's involvement, initial costs, and final costs. Include the estimated project costs and whether or not the project was constructed and if so, the actual cost of the construction and how it related to the project estimated costs. If the project actual costs were in excess of 10% of the estimated costs, please provide an explanation.

D. Project References

Provide references for the three (3) projects used in the above section.

E. Specialty Services

Please provide detail of any specialty services your firm provides that may distinguish you from other similar firms.

F. Explanation of Work to be Performed

The proposal must include a detailed description of the procedures and methods you propose to use to complete the work requested by the Borough of Brentwood. This is important because the methods and procedures proposed will receive primary consideration in evaluating your proposal. Examples of similar work will be helpful and may be included.

G. Work Schedule

A project work schedule should be provided which includes time frames for each major work element, target dates for public meetings, and dates for completion of draft and final documents.

H. Profession Fees

Provide your proposed fee to complete the design requirements for the Borough as identified in the above Scope of Work. Full cost information should be provided that shows the minimum number of hours to be provided by each person assigned to the proposed work by the firm's organizational levels. The proposed hourly rate for billing shall be included for each person. The hours of work and cost shall be itemized for each major work element of the proposal. An itemized estimate of reimbursable expenses must be included. The total amount of maximum payment must be stated.

The cost shall be based on the hours of work provided and "out-of-pocket expenses" and shall not exceed the maximum cost proposed unless an amendment to the contract is negotiated and approved by the Borough of Brentwood.

Your method of billing must be indicated. The preferred practice of the Borough of Brentwood is to pay for this type of consulting service upon completion of the work and receipt of the required report; however, the Borough of Brentwood will consider paying on a periodic basis as substantial portions of the work are performed. Regardless of the billing method used, ten percent (10%) of the total contract price will be withheld until the final product is approved by the Borough of Brentwood.

I. Legal Proceedings

- i. Identify all legal proceedings involving your firm in the past ten (10) years.
- ii. Identify Plaintiff, Defendant, and/or your firm's role in each proceeding.
- iii. Identify the outcome or current status for each legal proceeding.

J. Other Submittals

Additionally, documents attached as appendices to this RFP shall be fully executed and returned with the proposal as follows:

- \* Nondiscrimination Certification (for proposing firm)

SECTION 5. CONSTRAINTS ON THE SUCCESSFUL CONSULTANT

A. Consultant's Responsibility

It shall be the Consultant's responsibility to perform under this Contract and provide continuous and smooth operations of the work as specified in the proposal.

The Scope of Work is intended to cover the complete services that may be required. It shall be distinctly understood that failure to mention any work, which would normally be required to complete the project, shall not relieve the Consultant of his responsibility to perform such work.

B. Annulment of Contract

Should the Consultant fail to fully satisfy the customer, or to comply with orders of the Borough, or to perform such work that has been rejected as defective and unsuitable, or if the Consultant shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the Borough shall have the right to annul its Contract at the Borough's convenience.

C. Personal Liability of Public Officials

In carrying out any of the provisions of this Contract or in exercising any power of authority granted herein, there shall be no personal liability upon the Borough or its authorized assistant, it being understood that in such matters he acts as the agent or representative of the Borough.

D. Insurance

The Consultant shall agree to keep in force, at its own expense, the following insurances. Inclusion of appropriate certificates of insurance will satisfy these requirements.

**Insurance Requirements**

Professional Liability	\$1,000,000.00
General Liability	\$1,000,000.00
Medical Insurance	\$ 500,000.00
Automobile Liability	\$ 500,000.00
Umbrella (Excess Liability)	\$2,000,000.00

Upon award of Contract, the Consultant shall provide a copy of a Certificate of Insurance with the Borough of Brentwood named as an "Additional Insured" to Liability Coverage on the Certificate for the duration of the Contract.

## SECTION 6. COMPLIANCE WITH THE RFP

All proposals submitted shall be in strict compliance with the RFP and failure to comply with all provisions in the RFP may result in disqualification or rejection of the proposal.

## SECTION 7. REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP:

Any ambiguity, conflict, discrepancy, omissions or other error/s discovered in the RFP must be reported immediately to the Borough of Brentwood, George Zboyovsky, PE, Brownsville Road, Pittsburgh, PA 15227, in writing and a request made for modifications or clarification. All changes to RFPs will be made in writing (addendum) and all parties who have received the RFP will receive the addendum. Proposers are responsible for clarifying any ambiguity, conflict, discrepancy, omission or error in the RFP prior to submitting the proposal or it shall be deemed waived.

## SECTION 8. IMPLIED REQUIREMENTS:

Any service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the Proposer, must be included in the proposal.

## SECTION 9. PROPOSALS AND PRESENTATION COSTS

The Borough of Brentwood, or its agencies, is not liable in any way for any costs incurred by the Proposer's in the preparation of their proposals in response to the RFP, nor for the presentation of their proposals and/or participation in any discussion or negotiations.

## SECTION 10. REJECTION OF PROPOSALS

The Borough of Brentwood, or its agencies, reserves the right to accept in part or in whole any or all proposals submitted or to waive any technicality or minor irregularity in a proposal. Unreasonable failure of a Proposer to promptly supply the Borough with information with respect to responsibility may be grounds for a determination of non-responsibility.

All Proposals, RFPs, are contingent upon budgetary constraints.

## SECTION 11. EXCEPTIONS TO FORMAT

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered **non-responsive and rejected**. Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, proposer must expressly state that no exceptions are taken.

## SECTION 12. VALIDITY OF PROPOSALS

All proposals shall be valid for ninety (90) days from the date of the RFP opening and become the property of the Borough. If negotiations result in modifications to the RFP, then ninety (90) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the Respondent and the Borough of Brentwood.

## SECTION 13. EVALUATION CRITERIA

All proposals will be evaluated based in part on the technical and professional expertise and experience of the firm, the proposed method and the procedures for completion of the work and the cost of the proposal. The apparent ability of the firm to be independent and objective in performing the requested work will also be considered. Brentwood reserves the right to add additional evaluation criteria as it deems appropriate

### A. Technical Expertise and Experience (30% total)

The technical expertise and experience of the firm will be evaluated using the following factors:

- The overall experience of the firm in conducting work similar to that which is to be provided to the Borough of Brentwood.
- The expertise and professional level of the individuals proposed to conduct the work for the Borough of Brentwood.
- The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.

### B. Procedures and Methods (20% total)

The methods and procedures proposed to be used to conduct the work requested as they relate to thoroughness and objectiveness will be of primary importance in evaluating proposals. This includes evaluation of the soundness of the approach relative to the techniques for collecting and analyzing data, sequence and relationships of major steps and methods for managing the work to ensure timely and orderly completion. Also evaluated will be the firm's method of soliciting involvement and participation.

C. Cost (30% total)

The cost will be weighed in relation to the other proposals received and shall be evaluated relative to the number of hours of professional consulting services to be received by the Borough of Brentwood, the overall level of expertise of the specific firm's personnel proposed to do the work for the Borough of Brentwood, examples of similar successful projects, and reputation of the firm. Although this design project will be a base bid not to exceed contract, the firm's hourly rates will be reviewed and considered should there be any changes in the scope of work and additional work is requested.

D. Interview (20% total)

All, or selected, firms submitting proposals may be invited to give an oral presentation explaining their proposal. The ENTIRE PROJECT TEAM must be able to attend the interview which will be in front of the Brentwood Borough Steering Committee during the week of November 9<sup>th</sup>, 2015. All presentations will be limited to 30 minutes.

E. Proposal/Evaluation Schedule

The following is the tentative schedule that will be used in the evaluation process. Certain parts of the process may take more or less time than indicated.

- |                             |   |
|-----------------------------|---|
| • Advertise/Send out RFP    | October 1, 2015   |
| • Pre-Submittal Meeting     | October 13, 2015 @ 10 am                                    |
| • Deadline for RFP          | October 22, 2015 @ 2 pm                                     |
| • Review Proposals          | October 23 <sup>rd</sup> – November 6 <sup>th</sup> , 2015  |
| • Interviews                | Week of November 9 <sup>th</sup> , 2015 (subject to change) |
| • Recommendation to Council | November 16 <sup>th</sup> , 2015(subject to change)         |
| • Council Action            | November 23, 2015 (subject to change)                       |
| • Award Project/NTP         | November 24 <sup>th</sup> , 2015(subject to change)         |

SECTION 14. CONTRACT

A proposed DRAFT agreement is included (APPENDIX A) for your review. If you feel that an alternative agreement is more suitable, you may submit such as a part of your proposal. However, the Borough of Brentwood reserves the right to enter into the enclosed agreement with the successful firm or to negotiate the exact terms of a professional (consulting) services contract.

**END**

**APPENDIX A**

**DRAFT PROFESSIONAL SERVICES CONTRACT**

**APPENDIX A**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Borough of Brentwood of Allegheny, County, Pennsylvania, a municipal corporation, hereinafter referred to as "Borough", and \_\_\_\_\_, hereinafter referred to as "Consultant."

**WHEREAS**, the Borough of Brentwood desires to attain one-time professional consulting services for the preparation of a feasibility study and master plan for the Brentwood Pool, including a detailed narrative of current site conditions, cost projects for site improvements, and conceptual drawings for two development options; and

**WHEREAS**, the Borough desires to enter into a contract for this work as indicated in the Request for Proposals, hereinafter referred to as "RFP", and made a part of this agreement, included herein by specific reference, and attached as "**Exhibit 1**" to this agreement; and,

**WHEREAS**, the Consultant desires to provide services requested in the RFP to the Borough based on the formal proposal submitted in response to the Borough of Brentwood's RFP, said proposal made a part of this agreement, included herein by specific reference and attached as "**Exhibit 2**" to this agreement; and,

**WHEREAS**, the parties to this agreement have further negotiated changes or additions to "**Exhibit 1**" and/or "**Exhibit 2**" and have set forth these changes or additions as Addendum to this agreement as follows:

**AND WHEREAS**, the Consultant is equipped and staffed to provide the services set forth in the RFP;

**NOW, THEREFORE**, the parties mutually agree as follows:

**TERMS AND CONDITIONS**

**THE COUNSULTANT WILL:**

Provide professional consulting services as specified in the RFP and accepted by the Consultant's proposal and amended by any addendum listed herein and attached hereto.

Assign the following individuals to complete the Borough's required work at the minimum number of hours as indicated:

<u>NAME</u>	<u>POSITION</u>	<u>MINIMUM HOURS</u>
-------------	-----------------	----------------------

Any changes to the staffing proposed above shall be subject to the approval of the Borough. However, staff changes by the Consultant will not be denied where the staff replacement is of equal ability or experience to the predecessor.

**THE BOROUGH OF BRENTWOOD WILL:**

Compensate the Consultant based on the actual hours worked and actual reimbursable expenses for total amount not to exceed:

DEVELOPMENT OF FEASIBILITY STUDY AND PROJECT NARRATIVE = \$ \_\_\_\_\_

CONCEPTUAL DESIGN/DRAWINGS = \$ \_\_\_\_\_

Provide reasonable access to all Borough personnel, facilities, and information necessary to properly conduct and complete the work required under this Agreement.

Bear the responsibility for implementing provisions and/or recommendations of the final adopted plan completed under the terms of this contract unless implementation is required as a part of the requested work in the RFP, the Consultant’s proposal, or any negotiated addendum that is part of this agreement.

Make payment to the Consultant within thirty (30) days after receipt of a properly prepared invoice for work satisfactory completed.

Make final payment to the Consultant within thirty (30) days after final product approval by the Borough of Brentwood.

**FURTHER, IT IS AGREED BY BOTH PARTIES THAT:**

1. Scope of Services

The Consultant shall perform professional services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in **Exhibit 1**, which is attached hereto and by this reference made a part of this Agreement.

2. Effective Date and Duration

This agreement shall become effective upon the date of execution by the Borough and shall expire, unless otherwise terminated or extended, on completion of the work or March 31, 2016, whichever comes first. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. Fees

A. Consultant’s Fee

As compensation for services as described in **Exhibit 1** of this Agreement, the Consultant shall be paid a lump sum fee, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The fee shall not exceed the amount of **(Amount of dollars expressed in words)**

\_\_\_\_\_ dollars **(Amount of dollars expressed numerically)**

(\$ \_\_\_\_\_) without prior written authorization.

B. Payment Schedule for Basic Fee

Payments shall be made upon receipt of billings based on the work completed. Billings shall be submitted by the Consultant periodically, but not more frequently than monthly. Payment by the Borough shall release the Borough from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Certified Cost Records

The Consultant shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For such purposes, the books of account of the Consultant shall be subject to audit by the Borough. The Consultant shall complete work and cost records for all billings on such forms and in such manner as will be satisfactory to the Borough.

D. Contract Identification

The Consultant shall furnish to the Borough its employer identification number, as designated by the Internal Revenue Service.

4. Ownership of Plans and Documents

A. The field notes, design notes, and original drawings of the construction plans, as instruments of service, are, and shall remain, the property of the Consultant; however, the Borough shall be furnished, at no additional cost, one set of previously approved reproducible drawings, on 3 mil minimum thickness mylar as well as an a USB thumb driving containing electronic copies in "DWG" or "DXF" format, of the original drawings of the work. Any use, re-use or alteration of any materials other than as contemplated by the applicable scope of services shall be at the Borough's sole risk, unless written permission has been received from Consultant prior to any such use.

B. The Borough shall make copies, for the use of and without cost to the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant pursuant to this Agreement, and also make available any other maps, records, or other materials available to the Borough from any other public agency or body.

C. The Consultant shall furnish to the Borough, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the Borough and for which compensation has been received by the Consultant at no additional expense to the Borough except as provided elsewhere in this Agreement.

5. Assignment/Delegation

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If Borough agrees to assignment of tasks to a subcontract, Consultant shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by Borough of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and Borough.

6. Consultant as Independent Contractor

- A. The Borough Manager, or designee, shall be responsible for determining whether the Consultant's work product is satisfactory and consistent with this agreement. Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.
- B. Consultant is an independent contractor and not an employee of Borough. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the Borough for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this contract are employees of Consultant and not of Borough. Consultant acknowledges that it is not entitled to benefits of any kind to which a Borough employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the Borough for any purpose, Borough shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the agreement, to the full extent of any benefits or other remuneration Consultant receives (from Borough or third party) as a result of said finding and to the full extent of any payments that Borough is required to make (to Consultant or to a third party) as a result of said finding.
- C. The undersigned Consultant hereby represents that no employee of the Borough or any partnership or corporation in which a Borough employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- D. Consultant certifies that he/she is not currently employed by the United States Federal Government and the amount charged does not exceed his/her normal charge for the type of service provided.
- E. Consultant certifies that it currently has a Borough business tax receipt or will obtain one prior to delivering services under this Agreement.
- G. Consultant certifies that it, or any of its employees, are not an officer, employee, or agent of the Borough.

7. Indemnity

- A. The Borough has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the Borough that the work under this contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the architectural profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by the Borough shall not operate as a waiver or release. Acceptance of documents by Borough does not relieve Consultant of any responsibility for negligent or wrongful design deficiencies, errors or omissions.
- B. Claims for other than Professional Liability. Consultant shall defend, save and hold harmless the Borough of Brentwood, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts resulting from or arising out of the activities of Consultant or its subcontractors, sub-consultants, agents or employees under this contract. If any aspect of this indemnity shall be found to be illegal or invalid for any reason what so ever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Claims for Professional Liability. Consultant shall defend, save and hold harmless the Borough of Brentwood, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, arising out of the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-consultants, agents or employees in performance of professional services under this agreement. Any design work by Consultant that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities shall be considered a professionally negligent act, error or omission.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the Borough in which the Borough's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the Borough. A claim for other than professional responsibility is a claim made against the Borough in which the Borough's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to Borough in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of Borough and that any other insurance maintained by Borough is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage

on an occurrence” form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
Professional Liability	\$1,000,000
General Liability	1,000,000
Medical Insurance	500,000
Automobile Liability	500,000
Umbrella (Excess Liability)	2,000,000

B. Professional Liability

Consultant shall obtain, at Consultant’s expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent act. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$1,000,000 and filed on a “claims-made” form.

C. Commercial Automobile Insurance

Consultant shall also obtain, at Consultant’s expense, and keep in effect during the term of this contract Commercial Automobile Liability coverage on an “occurrence” form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$500,000.

D. Workers’ Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Pennsylvania Compensation Law shall comply with the Pennsylvania Workers Compensation Law, which requires them to provide workers’ compensation coverage that satisfies the law for all their subject workers. Out-of-state employers must provide workers’ compensation coverage for their workers that complies with said Pennsylvania Law. Employer’s Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy and other policies the Borough deems necessary shall include the Borough its officers, directors, and employees as additional insured with respect to this contract. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the aforementioned liability insurance is arranged on a “claims-made” basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Consultant’s insurer will provide such if less than 24 months.

Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous “claims-made” liability coverage for 24 months following contract completion.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Borough. Any failure to comply with this provision will not affect the insurance coverage provided to the Borough. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the Borough. The Borough reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to the Borough. No contract shall be executed until the required certificates have been received and approved by the Borough. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the address below ten days prior to coverage expiration. The Borough of Brentwood, its officers, directors and employees shall be added as additional insured with respects to this contract.

J. Primary Coverage Clarification

The parties agree that Consultant’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the Borough is excess and not contributory insurance with the insurance required in this section.

K. Cross-Liability Clause

A cross-liability clause or separation of insured clause will be included in general liability policy. Consultant’s insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without 30 days prior notice to Borough. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of Borough, in lieu thereof, a certificate in form satisfactory to Borough certifying to the issuance of such insurance shall be forwarded to:

George Zboyovsky, PE,  
Borough Manager  
Borough of Brentwood  
3624 Brownsville Road  
Pittsburgh, PA 15227  
[gboyovsky@brentwoodboro.com](mailto:gboyovsky@brentwoodboro.com)

Such policies or certificates must be delivered prior to commencement of the work. Thirty days cancellation notice shall be provided Borough by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance. The procuring of such required insurance shall not be construed to limit Consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or wrongful acts in the performance of services connected with this contract.

9. Termination Without Cause

At any time and without cause, Borough shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to Consultant. If Borough terminates the contract pursuant to this paragraph, it shall pay Consultant for services rendered to the date of termination.

10. Termination With Cause

A. Borough may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by Borough, under any of the following conditions:

1) If Borough funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.

2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

4) If Consultant becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Consultant, if a receiver or trustee is appointed for Consultant, or if there is an assignment for the benefit of creditors of Consultant. Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. Borough, by written notice of default (including breach of contract) to Consultant, may terminate the whole or any part of this Agreement:

1) If Consultant fails to provide services called for by this agreement within the time specified herein or any extension thereof, or

2) If Consultant fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms,

and after receipt of written notice from Borough, fails to correct such failures within ten days or such other period as Borough may authorize.

The rights and remedies of Borough provided in the above clause related to defaults, including breach of contract by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. If Borough terminates this Agreement under paragraph (B), Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Consultant bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by Borough due to breach of contract by Consultant. Damages for breach of contract shall be those allowed by Pennsylvania law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

The failure of Borough to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills and payments shall be made in writing Consultant and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

<b>Brentwood Borough</b>	<b>(Consultant's Firm Name)</b>
<b>Attn: Finance Director</b>	Attn: (project manager's name)
<b>3624 Brownsville Road</b>	Address: (firm address)
<b>Pittsburgh, PA 15227</b>	
<b>Phone: 412-884-1500</b>	Phone:
<b>Fax: 412-884-1911</b>	Fax:
<b>Email Address:</b>	Email Address:

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and

addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Force Majeure

Neither Borough nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, as amended, and all regulations and administrative rules established pursuant to those laws. All facilities designed by Consultant under this contract shall be designed to be readily accessible to and usable by individuals with disabilities as required by the Americans with Disabilities Act.

16. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

17. Project Additions

Only the **Borough Manager, George Zboyovsky, PE**, as authorized by the **Brentwood Borough Council**, may authorize extra (and/or change in) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. Governing Law

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the Commonwealth of Pennsylvania. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the Commonwealth of Pennsylvania.

19. Compliance With Applicable Law

Consultant shall comply with all applicable federal, state, local laws and ordinances. Consultant shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of Borough in connection with this Agreement.

20. Conflict Between Terms

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

21. Access to Records

Borough shall have access to such books, documents, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Consultant agrees to permit Borough, the Commonwealth of Pennsylvania, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

24. Complete Agreement

This Agreement and attached Exhibit 1 and Exhibit 2 constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no

understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

In witness thereof, the parties hereto have executed this Agreement on the day and date set forth above.

**WITNESS:**

**BRENTWOOD BOROUGH:**

\_\_\_\_\_  
George Zboyovsky, PE  
Borough Manager

\_\_\_\_\_  
Martin Vickless  
Council President

**WITNESS:**

**FOR THE CONSULTANT:**

\_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

---

DRAFT

**APPENDIX B**

**NONDISCRIMINATION CERTIFICATION**

## APPENDIX B

### Request for Proposals for: **FESABILITY STUDY AND MASTER PLAN FOR BRENTWOOD POOL BRENTWOOD, PENNSYLVANIA**

#### NONDISCRIMINATION

**Nondiscrimination and equal opportunity are the policy of the Commonwealth/Borough of Brentwood in all its decisions program, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, (P.L. 744), as amended, (43 P.S. § 951, *et. seq.*), and (43 P.S. § 153), by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.**

During the term of this contract, the Consultant agrees as follows:

(a) Consultant shall not discriminated against any employee, applicant for employment, independent Consultant or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Consultant shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Consultant shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this nondiscrimination certification.

(b) Consultant shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

(c) Consultant shall send each labor union or workers' representative with whom it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this nondiscrimination certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(d) It shall be no defense to a finding of noncompliance with this nondiscrimination certification that Consultant has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Consultant was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(e) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Consultant will be unable to meet its obligations under this nondiscrimination certification, Consultant shall then employ and fill vacancies through other nondiscriminatory employment procedures.

(f) Consultant shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Consultant's noncompliance with the nondiscrimination certification or with any such laws, this contract may be terminated or suspended, in whole or part, and Consultant may be declared temporarily ineligible for further Borough of Brentwood contracts, and other sanctions may be imposed and remedies invoked.

(g) Consultant shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the Borough of Brentwood, Borough Manager, auditors and other representatives for purposes of investigation to ascertain compliance with the provisions of this certification. If Consultant does not possess documents or records reflection the necessary information requested, it shall furnish such information on reporting forms supplied by the Borough of Brentwood of Brentwood.

(h) Consultant shall actively recruit minority and women sub-Consultants or subcontractors with substantial minority representation among their employees.

(i) Consultant shall include the provisions of this nondiscrimination certification in every subcontract, so that such provisions will be binding upon each sub-Consultant.

(j) Consultant's obligations under this clause are limited to the Consultant's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(NAME OF CONSULTANT)

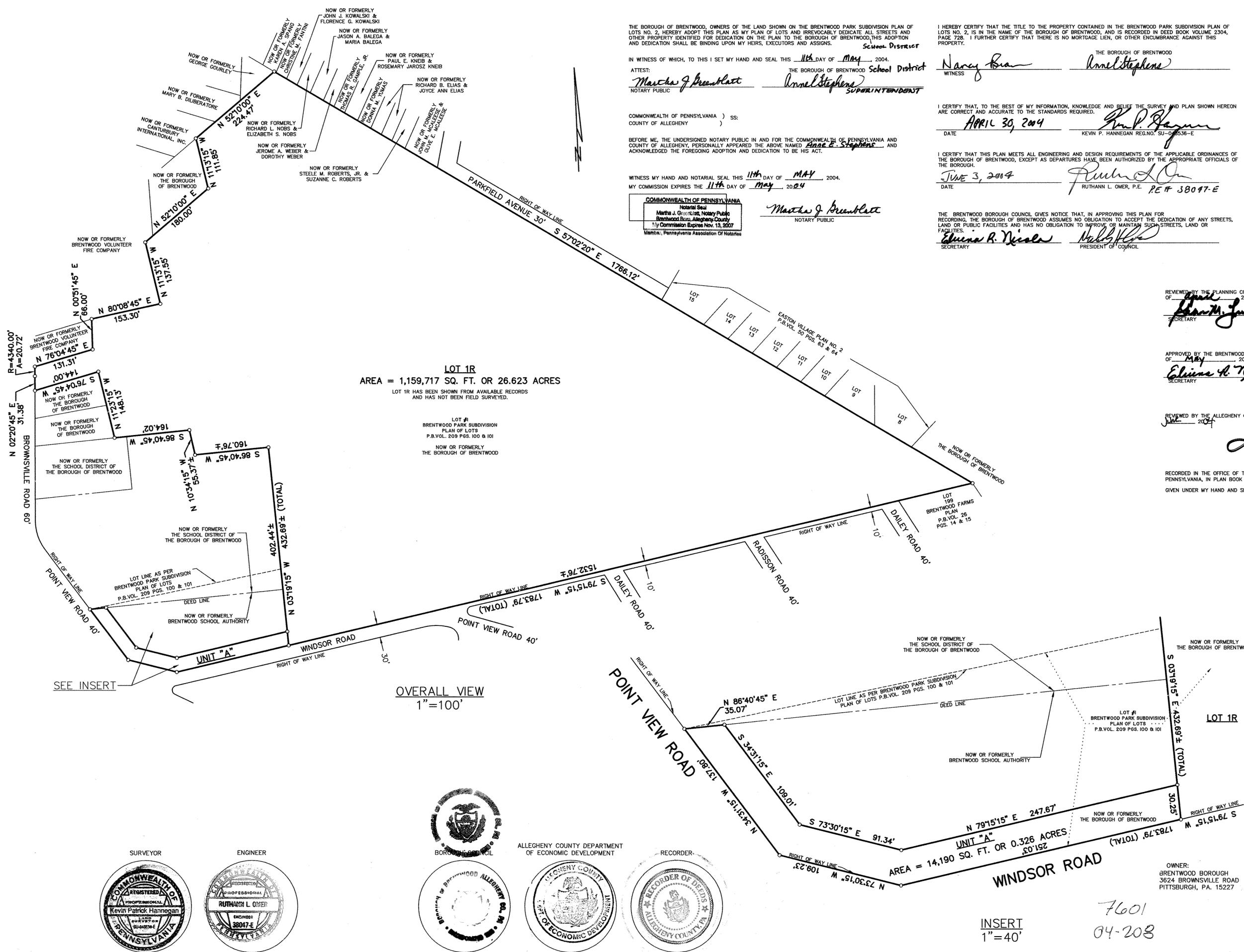
BY \_\_\_\_\_

TITLE \_\_\_\_\_

**APPENDIX C**

**BRENTWOOD PARK SITE SURVEY**

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



**LOT 1R**  
AREA = 1,159,717 SQ. FT. OR 26.623 ACRES  
LOT 1R HAS BEEN SHOWN FROM AVAILABLE RECORDS AND HAS NOT BEEN FIELD SURVEYED.

**OVERALL VIEW**  
1" = 100'

THE BOROUGH OF BRENTWOOD, OWNERS OF THE LAND SHOWN ON THE BRENTWOOD PARK SUBDIVISION PLAN OF LOTS NO. 2, HEREBY ADOPT THIS PLAN AS MY PLAN OF LOTS AND IRREVOCABLY DEDICATE ALL STREETS AND OTHER PROPERTY IDENTIFIED FOR DEDICATION ON THE PLAN TO THE BOROUGH OF BRENTWOOD. THIS ADOPTION AND DEDICATION SHALL BE BINDING UPON MY HEIRS, EXECUTORS AND ASSIGNS.

IN WITNESS OF WHICH, TO THIS I SET MY HAND AND SEAL THIS 11th DAY OF May, 2004.

ATTEST:  
Martha J. Breunblatt Notary Public  
Annel Stephens SUPERINTENDENT

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY )

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA AND COUNTY OF ALLEGHENY, PERSONALLY APPEARED THE ABOVE NAMED Anne E. Stephens AND ACKNOWLEDGED THE FOREGOING ADOPTION AND DEDICATION TO BE HIS ACT.

WITNESS MY HAND AND NOTARIAL SEAL THIS 11th DAY OF MAY, 2004.  
MY COMMISSION EXPIRES THE 11th DAY OF May, 2004

Martha J. Breunblatt  
NOTARY PUBLIC

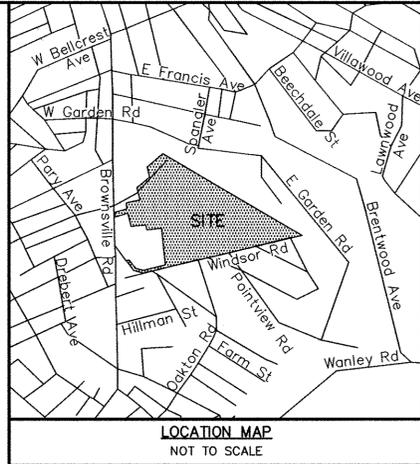
I HEREBY CERTIFY THAT THE TITLE TO THE PROPERTY CONTAINED IN THE BRENTWOOD PARK SUBDIVISION PLAN OF LOTS NO. 2, IS IN THE NAME OF THE BOROUGH OF BRENTWOOD, AND IS RECORDED IN DEED BOOK VOLUME 2304, PAGE 728. I FURTHER CERTIFY THAT THERE IS NO MORTGAGE LIEN, OR OTHER ENCUMBRANCE AGAINST THIS PROPERTY.

THE BOROUGH OF BRENTWOOD  
Nancy Ryan WITNESS  
Annel Stephens

I CERTIFY THAT, TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THE SURVEY AND PLAN SHOWN HEREON ARE CORRECT AND ACCURATE TO THE STANDARDS REQUIRED.  
Kevin P. Hannegan KEVIN P. HANNEGAN REG. NO. SU-046536-E  
DATE APRIL 30, 2004

I CERTIFY THAT THIS PLAN MEETS ALL ENGINEERING AND DESIGN REQUIREMENTS OF THE APPLICABLE ORDINANCES OF THE BOROUGH OF BRENTWOOD, EXCEPT AS DEPARTURES HAVE BEEN AUTHORIZED BY THE APPROPRIATE OFFICIALS OF THE BOROUGH.  
Ruthann L. Omer RUTHANN L. OMER, P.E. PE # 58097-E  
DATE JUNE 3, 2004

THE BRENTWOOD BOROUGH COUNCIL GIVES NOTICE THAT, IN APPROVING THIS PLAN FOR RECORDING, THE BOROUGH OF BRENTWOOD ASSUMES NO OBLIGATION TO ACCEPT THE DEDICATION OF ANY STREETS, LAND OR PUBLIC FACILITIES AND HAS NO OBLIGATION TO IMPROVE OR MAINTAIN SUCH STREETS, LAND OR FACILITIES.  
Elaine R. Nisala SECRETARY  
Nobby H. Hosen PRESIDENT OF COUNCIL



REVIEWED BY THE PLANNING COMMISSION OF THE BOROUGH OF BRENTWOOD, THIS 15th DAY OF May, 2004  
Sharon M. Jutan SECRETARY  
Michael A. Woods CHAIRMAN

APPROVED BY THE BRENTWOOD BOROUGH COUNCIL, BY RESOLUTION, THIS 18th DAY OF May, 2004  
Elaine R. Nisala SECRETARY  
Nobby H. Hosen PRESIDENT OF COUNCIL

REVIEWED BY THE ALLEGHENY COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT ON THIS 8 DAY OF June, 2004  
Lynda M. Walsh DEPUTY DIRECTOR

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, IN PLAN BOOK VOLUME 246, PAGE(S) 102  
GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF June, 2004  
Valerie McDonald Roberts RECORDER OF DEEDS

Doc Bk Vol Pg \$offPg  
246 PLN 246 102 1  
Jun 30, 2004

ZONING:  
DISTRICT - R2 (MEDIUM DENSITY RESIDENTIAL DISTRICT)

NONRESIDENTIAL USES:	8,000 SQ. FT.
MINIMUM LOT AREA	100'
MINIMUM LOT WIDTH	25'
FRONT AND REAR	20'
SIDE	25'
MAXIMUM BUILDING HEIGHT	35%
MAXIMUM LOT COVERAGE	

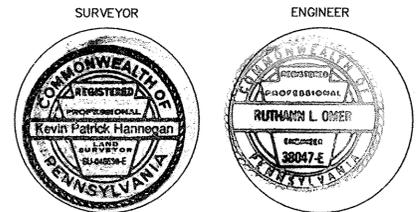
TOTAL AREA = 1,173,907 SQ. FT. OR 26.949 ACRES

### BRENTWOOD PARK SUBDIVISION PLAN OF LOTS NO. 2

BEING A REVISION OF LOT #1 IN THE BRENTWOOD PARK SUBDIVISION PLAN OF LOTS AS RECORDED IN PLAN BOOK VOLUME 209, PAGES 100 & 101.

SITUATE IN  
BRENTWOOD BOROUGH ALLEGHENY COUNTY, PA

MADE FOR  
THE SCHOOL DISTRICT OF THE BOROUGH OF BRENTWOOD



7601  
04-208  
INSERT  
1" = 40'

**APPENDIX D**  
**CONSULTANT RFP CHECKLIST**

## **APPENDIX D**

### **CONSULTANT RFP CHECKLIST**

The following is a checklist to assist the CONSULTANT in verifying all required information is provided at the RFP opening. It remains the CONSULTANT'S responsibility to ensure all information is complete and attached, including information, which may not be listed on this checklist. Any information missing at the time of the proposal opening may result in rejection of the RFP proposal. No proposals will be accepted after the designated RFP opening time. Any questions please contact the George Zboyovsky, PE, Borough Manager, [gboyovsky@brentwoodboro.com](mailto:gboyovsky@brentwoodboro.com).

1. RFP package labeled properly for identification.
2. Inclusion of detailed cost proposal
3. Nondiscrimination Certification (Appendix B)
4. One (1) original version of the proposal, one (1) physical copy, and one (1) electronic PDF copy supplied via USB thumb drive