



PURCHASING AUTHORITY
Town of New Milford, Connecticut
Adaptive Reuse Study RFP

The Town of New Milford is requesting proposals from consultants with a multi-disciplinary background to guide and provide a community-based adaptive reuse study for 50 East Street in New Milford. The work contemplated by the Town for this project is multifaceted and will require the coordinated participation of multiple professional disciplines including architecture, planning, and market analysis.

The Town reserves the right to reject any and all submissions.

Proposals will be received at the Purchasing Office until 3:00 p.m., on Thursday, February 7, 2019. Proposals will then be opened publicly in the E. Paul Martin Room by the Purchasing Authority at 3:30 p.m. Late proposals will be considered informal and rejected.

The proposal package must be obtained online at www.newmilford.org.



Pete Bass, Mayor
An Equal Opportunity/Affirmative Action Employer



TOWN OF NEW MILFORD

10 Main Street
New Milford, Connecticut 06776

REQUEST FOR PROPOSALS

Adaptive Reuse Study

**Catherine E. Lillis Building aka East Street School
50 East Street
New Milford, Connecticut**

Introduction

The Town of New Milford (Town) is soliciting proposals from consultants with a multi-disciplinary background to guide and provide a community-based adaptive reuse study for the East Street School Building, located at 50 East Street in New Milford.

The work contemplated by the Town for this project is multifaceted and will require the coordinated participation of multiple professional disciplines including architecture, planning, and market analysis, to name a few. The Town anticipates that the project leadership should come from the architecture or planning discipline and that engagement of the other disciplines will be coordinated by the project manager.

The Town was recently awarded a \$20,000 Certified Local Government Historic Preservation Enhancement Grant by the State Historic Preservation Office to develop an Adaptive Reuse Study for the East Street School.

The project goal is to assess possible future uses for the school building and property that respect and retain the historical elements and features of the building, while arriving at possible uses that are financially feasible, fiscally advantageous to the community, and consistent with the needs and desires of the residents. While the reuse of the building should certainly consider for-profit uses, the possibility for the relocation of Town services to the building should also be explored. Additionally, consideration shall be given to the potential for expansion of the building and development of vacant areas of the property.

Background Information

The 50 East Street property consists of 4.943 acres and includes a 23,600 sf building formerly used as a school that currently houses the administrative offices of the Board of Education. The Final Report of the Town Facilities Utilization Sub-Committee notes that the building is "underutilized". The property is surrounded by single and multiple-family residences and businesses and is located within walking distance to the New Milford Village Center. The parcel also includes a helipad used by critical care helicopter services to provide air transport for patients from New Milford Hospital to Hartford and Yale New Haven Hospitals. The site also serves the parking needs of Theaterworks, the local community theater. Approximately half the property is vacant.

The Colonial Revival-style building was erected in 1931 and the school building and the entire parcel are listed on the State and National Registers of Historic Places as part of the New Milford Center Historic District. In addition, major artworks created by the Works Progress Administration (WPA) in 1936 are a significant component of the interior. The WPA works include a monumental multi-pane stained glass window by Len R. Howard at the north staircase depicting literary and historical touchstones, and a continuous series of frieze murals in the hallways showing the progress of American civilization.

The New Milford Center Historic District was adopted by the National Park Service around 1986. According to the documentation on file with the National Park Service: *“The district includes those streets and structures that relate historically, functionally and visually to the green. Hence, the included area extends beyond the center to encompass the Center Cemetery, an approximately 17-acre plot off the northeast corner of the town center, and South Main Street, a 19th-century residential neighborhood south of the green. Generally, the district’s boundaries lie along topographical or man-made features, such as a hollow or railroad tracks, which form cognitive edges in the townscape. The district is bounded to the north by Aspetuck Hill, to the east by open land around the north, east and south edges of the cemetery, and by a hollow and a brook, to the south by another hollow, and to the west by the railroad tracks and incompatible structures”.*

Scope of Services

It is anticipated that the work program and scope of services will include, at the minimum, the following basic components. In addition, the study must meet the Secretary of the Interior’s Standards for the treatment of Historic Buildings and Properties.

1. Community Engagement

Public engagement is fundamental to both the success of the Plan and its implementation. To that end, significant and extensive public input using a variety of traditional and non-traditional methods of engagement is envisioned. The consultant will:

- Recommend the types of engagement
- Manage the presentation for community meetings
- Develop a method to capture as broad and complete a picture of public input, perception, climate and comment as possible

2. Research and Analysis

- Review of previously completed plans, assessments, and analyses.
- Identification of those architectural features, materials and finishes that are character-defining and therefore significant, and which must be preserved in the course of project work.
- Identification of materials, construction techniques.
- Identification of any necessary hazardous materials abatement that may be required.
- Analysis of existing conditions, damage, structural problems, materials deterioration, etc.
- Assessment of the need for materials conservation.
- Recommendations for any proposed work based on existing conditions and preservation objectives (this might include a list of work priorities, phasing, estimated costs).
- Scope of work for future preservation, associated costs and maintenance needs.

3. Perform a Financial Feasibility Study for preferred alternatives to be used when considering reuse options.

- This shall include fiscal impacts to the Town.
- The possibility for the relocation of Town services to the building/property shall be considered.
- Expansion of the existing building and development of the vacant portion of the property shall be analyzed, including relocation of the helipad as may be necessary.

4. Recommendation of Funding Sources and Strategies for redevelopment/repair/reuse

Deliverable Products – East Street School Adaptive Reuse Study

The consultant will provide up to 3 print copies and one digital copy of all draft documents, including technical reports, memos, etc. The consultant will provide one reproducible copy of the final report and 3 print copies. The consultant will also provide all draft documents and final report in electronic form via flash drive, or email, in both Microsoft Word format and PDF format.

Resources Available

The Town will make available to the bidders the following information as it relates to the work. Please contact kcastagnetta@newmilford.org to obtain electronic copies of these documents.

- New Milford 2010 Plan of Conservation and Development http://www.newmilford.org/filestorage/3088/5827/2010_POCD.pdf
- Lillis Administration Building Facility Study, prepared by KG&D Architects, PC, September 7, 2017.
- Memo from Gregory Farmer, Circuit Rider, Connecticut Trust for Historic Preservation dated March 5, 2017.
- Property Survey, prepared for Town of New Milford, 50 East Street, New Milford, CT dated March 1, 2018 by Charles C. Farnsworth, LLC.
- Asbestos Hazard Emergency Response Act, Three-Year Asbestos Re-Inspection and Management Plan for Lillis Administration Building, prepared for the New Milford Public Schools, January 2017.
- Real Estate Appraisal Report, Former School Building, 50 East Street, New Milford, CT, prepared by David Herbst and Christopher Kerin, MAI, Kerin & Fazio, LLC July 26, 2016.
- Town Facilities Utilization Sub-Committee Final Report, August 13, 2018.
- Minutes from the June 12, 2018 Zoning Commission public hearing regarding a proposed zone change of the 50 East Street property.

Role of the Town

- Provide existing operational and regulatory information including ordinances, policies and procedures.
- Coordinate and prepare agendas for meetings.
- Assist with scheduling and coordination toward gathering input from residents, businesses and key community stakeholder.
- Review and comment on draft plan.

- Facilitate review and adoption of the East Street School Adaptive Reuse Study by the Town Council.

Format for Request for Proposals

- **Title Page and Cover Letter:** Include the name of the firm, telephone numbers and email addresses of the primary contact persons, the date and other relevant company information.
- Include a list and contact information for any of the proposed sub-consultants and the work they will perform.
- **Experience and Examples:** Describe your firm's experience in the required areas of expertise, and its ability to provide the needed services for the Town. Include examples for which your firm has supplied the same or similar services. Provide up to three experience summaries.
- **Professional References:** Include the name, address, phone number and email address for at least three professional references.
- **Community Engagement:** Describe what forms outreach will take and the number of community engagement activities proposed to obtain the necessary public input for creation of a successful Master Plan. Also provide information regarding the number of meetings you intend to attend or participate in.
- **Key Staff:** Identify the designated Project Manager or primary contact and key supporting staff, along with their availability for this project, specific experience based on the themes of study, and capacity to provide the requested services. Include resumes for each of the individuals and clearly identify any sub-consultants and their role in the project.
- **Scope and Approach:** State the services your firm/team is proposing to provide. Describe the process and timeline that would be utilized to complete the project for the items listed under Scope of Services and Deliverables. Please indicate the number of calendar days to complete this project following issuance of Notice to Proceed.
- **Cost:** Fee Proposal based on the scope of services and the proposed approach detailing the time and budget allotted to each consultant and sub-consultant by task. Provide an hourly fee schedule for the personnel involved in the project. The Fee Proposal should include any and all travel, materials, time and delivery and all fees for tasks as described in the Consultants response to the RFP.
- **Town Support:** A description of anticipated type and level of support the consultant will require from the Town such as staff support, provision of meeting/studio space, materials, etc.
- **Required Forms:** All proposals shall include the following completed forms which are attached to this RFP: Indemnification, Acknowledgement and Agreement Addendum.

Submittal Procedures and Selection Process

- Three (3) printed copies and one digital copy of all proposals must be received by the Town no later than 3 p.m. on *February 7, 2019*. Send all responses to Purchasing Department, RE: East Street School – Adaptive Reuse Project, 10 Main Street, New Milford, CT 06776.
- Any questions may be directed to Kathy Castagnetta, Community Investment Officer at 860-488-0055 or kcastagnetta@newmilford.org.
- Responses to the Request for Proposals will be reviewed by the Community Investment Officer and the Mayor. Following the review of responses, some or all of the respondents may be interviewed.

- Upon completion of the review, a consultant will be chosen within 30 days.
- Proposals will be evaluated based on the following criteria:
 - Professional qualifications and experience of the Project Manager and key project personnel as based on the submitted proposal and knowledge of the consultant
 - Demonstrated experience and technical competence with comparable projects
 - Completeness of proposal and evidence that the Consultant expresses a clear understanding of the scope of services as committed to by the Consultant in its response to this Request for Proposals
 - Ability to meet project work schedule
 - Fee Proposal and total cost
 - References feedback record, and quality and performance of past services

Questions, Comments and Contact

All questions shall be submitted in written form to the contact information provided below no later than January 11, 2019. Responses will be posted no later than January 18, 2019 via the Town website, www.newmilford.org, in written format as part of an addendum to the RFP.

Kathy Castagnetta, AICP
 Community Investment Officer
 Town of New Milford
 10 Main Street
 New Milford, CT 06776
 860-488-0055
kcastagnetta@newmilford.org

Schedule

Release of RFP:	December 29, 2018
Deadline for Questions:	January 11, 2019
Addendum Posted:	January 18, 2019
Deadline for Receipt of Proposals:	February 7, 2019
Opening of Proposals:	February 7, 2019
Contract Awarded by Town:	February 21, 2019
Tentative project completion date:	May 15, 2019

Submittal Requirements

Sealed proposals are due at the Town of New Milford Purchasing Office no later than 3:00 p.m. on Thursday, February 7, 2019. It is the sole responsibility of the supplier to ensure that its proposal is received within the required time period. The Town is not responsible for any errors or irregularities with the delivery method utilized for submittal of the Proposal. Any proposals received after the closing date and time will be returned unopened.

Proposals to be accepted as submittal for this RFP, must be submitted as follows:

- Three (3) original hard copies of the completed proposal
- One (1) electronic copy of the above via one of the following devices: USB
- Sealed proposals, may be mailed or delivered to the Town of New Milford, Purchasing Department, 10 Main Street, New Milford, CT 06776.
- Sealed envelopes should be plainly marked:
Town of New Milford
Purchasing Department
Re: East Street School Adaptive Reuse Project
10 Main Street
New Milford, CT 06776

Addenda, Rejection, Cancellation, Negotiation, Preparation Cost

The Town reserves the right to revise any part of this RFP by issuing an addendum at any time prior to the submittal deadline. The Town reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this announcement if any such action is determined to be in the Town's best interest. All materials submitted in response to this RFP become property of the Town. The Town will not be responsible for costs associated with preparing proposals. By submitting a proposal, each consultant agrees to be bound in this respect and waives all claims regarding such costs and fees.

Withdrawal of Proposal

Any bidder may withdraw its proposal in person or by letter any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of ninety (90) days after the closing date.

Award of Contract/Acceptance of Proposal (Terms and Conditions)

The contents of the RFP and the Bidder's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties. The terms and conditions including a proposed payment schedule will be negotiated between the Town and the selected consultant.

Insurance Required

During the term of the services provided as part of this RFP, the successful bidder must procure and maintain insurances as outlined below:

The consultant shall secure, pay for and maintain such insurance as will protect it from claims under Workers' Compensation Acts, claims for damages because of bodily injury, including but not limited to claims for personal injury, sickness or disease or death of any person as a result of the nature of its work under the terms of the Agreement between the parties, and from all claims for damages because of injury to or of destruction of property, including but not limited to loss of use resulting there from which may arise out of any of the services provided pursuant to the Agreement between the parties.

- A. The consultant shall provide a certificate of insurance evidencing the following required minimum coverages:

General Liability per occurrence	\$1,000,000
Personal Injury	\$1,000,000
Aggregate	\$2,000,000
Professional liability	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

An error and omissions protection provision shall be provided.

The insurer shall waive all rights of subrogation on all applicable policies against the Town of New Milford, the New Milford BOE, its officers, employees and volunteers arising from all contracts, agreements and work performed by the Contractor for the Town of New Milford.

- B. Automotive Liability, including owned, hired and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage: \$1,000,000
- C. Statutory Worker's Compensation and Employer's Liability.
 - Each Accident \$ 100,000
 - Disease – each employee \$ 100,000
 - Disease policy limit \$ 500,000
 Or in accordance with the requirements of the State, whichever is greater.
- D. Umbrella /Excess \$ 2,000,000
- E. The Town of New Milford, CT its officers, agents, employees, and volunteers MUST be named as “Additional Insured” with reference to this project on a primary and non-contributory basis on applicable policies.
- F. The selected consultant shall indemnify and hold the Town of New Milford harmless from and against all claims to the fullest extent permitted by law.
- G. Consultant is an independent contractor. No employment relationship exists between the parties.
- H. The insurer shall waive all rights of subrogation against the Town of New Milford, its officers, employees and volunteers arising from work performed by the Consultant for the Town of New Milford.
- I. If any insurance required herein is to be issued or renewed on a “claims made” form as opposed to an “occurrence” form, the retroactive date for coverage shall be no later than the commencement date of the Agreement between the parties and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least sixty (60) months. The insurance requirements of this Agreement are an integral element of the Agreement. Any defect in the insurance required in the Agreement may result in termination of this Agreement, at the sole option of the Town.

PURCHASING AUTHORITY

Town of New Milford, Connecticut

INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: 50 East Street Adaptive Reuse Study

BID OPENING: February 7, 2018

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

Signature

Title

Company

Date

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