

## REQUEST FOR QUALIFICATIONS

### CONSTRUCTION MANAGER – AT RISK SERVICES

### THE SANDY HOOK PERMANENT MEMORIAL PRE-CONSTRUCTION SERVICES

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**1. LEGAL NOTICE**

TOWN OF NEWTOWN  
REQUEST FOR QUALIFICATIONS  
CONSTRUCTION MANAGER – AT RISK SERVICES  
THE SANDY HOOK PERMANENT MEMORIAL PRE-CONSTRUCTION SERVICES

The Town of Newtown is seeking qualifications from firms to provide Construction Management – At Risk Services for the Sandy Hook Permanent Memorial to be located at 32 Riverside Road, Newtown, CT 06470.

Hard copies of the complete Request for Qualifications package will be available May 15, 2020, at the Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470. The contract will cover all aspects of the work from assessment to completion and final acceptance of work.

Respondents are required to submit six (6) double-sided copies and one electronic copy of a sealed Proposal by no later than June 3, 2020 at 2:00 PM at the Finance Department, Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, clearly marked "Sandy Hook Permanent Memorial Construction Manager RFQ". Proposals received after that date and time will be rejected.

The Board reserves the right to reject any or all proposals if it deems such to be in the best interest of the Town of Newtown. Questions regarding this Request for Proposal should be directed to Rick Spreyer, by e-mail at [rick.spreyer@newtown-ct.gov](mailto:rick.spreyer@newtown-ct.gov).

## **2. SCOPE**

The Construction Manager (heretofore referred to as CM) will be a partner with the Town of Newtown and the Design Team to deliver the best possible project for us. The Construction Management delivery approach is a transparent process that promotes teamwork.

Cost Control systems will provide reliable estimates that hold steady through each phase of design – conceptual through Construction Documents. The CM can identify any market premiums early in design (material or labor premiums), align scope with the available subcontractor market to maximize competitive bidding for the best possible pricing, and account for market escalation of tariff impacts.

Market Engagement, with the subcontractor community for the feedback on current pricing levels as well as material and labor availability, is a significant method of cost and schedule control. This allows the team to establish the project as a key potential project for their bidding schedule and resources to maximize bid coverage and best possible pricing.

Constructability and Quality Reviews identify materials and details that may have an impact on the project schedule, cost, or quality of work. This is ongoing through the design phases and into construction documentation.

A reliable Construction Schedule that accounts for all aspects of the work, including any Town of Newtown constraints and material lead times, is an ongoing task that starts during design and continues through construction. This can identify potential early release bid packages during the design phase to meet the aggressive schedule that the Town of Newtown has established.

The CM will develop an early site logistics plan that addresses how construction is to be accomplished. The CM will work with the Design Team to address coordination issues early in the design. For complex projects, this is critical to ensure the trades are properly coordinated with the design to minimize change orders and schedule impacts during construction.

## **PROJECT/TEAM OVERVIEW**

- **Project Description**

The Town of Newtown, Connecticut, proposes to construct a permanent memorial to honor those whose lives were lost at Sandy Hook Elementary School in December 2012, On a five-acre woodland site nearby the newly constructed Elementary School. The design consists of a network of concentric gravel pathways, stone benches and meadow planting which leads to a central memorial water feature. The feature consists of a circular reflecting pool with the names of the 26 victims inscribed in stone. At the center of the circle is a planting bed with a single sycamore tree, known as the “Sacred Sycamore”. On special occasions, visitors will be allowed to send a candle across the pool to the tree.

Planning and design of the project has begun. In 2018, the Sandy Hook Permanent Memorial Commission unanimously selected a design from 189 international submissions. The design was brought to a schematic design level and evaluated for cost implications. With guidance from Newtown officials, a full-service design team was assembled to bring the vision to reality.

- **Client Description**

Newtown is a scenic “small town” located in Fairfield County in southwestern Connecticut, about sixty miles from New York City. Newtown is bordered on the south by Easton and Redding, on the north by Bridgewater and Southbury, on the east by Oxford and Monroe, and on the west by Bethel and Brookfield. Newtown is traversed by Interstate 84, U.S. routes 6 and 302 and Connecticut routes

25 and 34. It covers 38,644 acres or 60.38 square miles, making it the fifth largest town, area-wise, in the state. Newtown was established in 1711 and is comprised of the Borough, Sandy Hook, Hawleyville, Botsford and Dodgingtown “neighborhoods”.

- **Team Members**

The Town of Newtown has assembled a complete project team for planning, design and implementation of the project. The members include the following major firms:

- Landscape Architect and Project Lead: **SWA Group**, San Francisco, CA
- Associated Landscape Architect: **Artemis**, Sandy Hook, CT
- Civil Engineer and Surveyor: **JMC Site Development Consultants**, Armonk, NY
- Water Feature Designer: **Fluidity Design Consultants**, Los Angeles, CA
- Lighting Designer: **Atelier 10**, New Haven, CT
- Geotechnical/Structural Engineer: **GNCB Consulting Engineers**, Old Saybrook, CT
- MEP Engineer: **Centek Engineers**, Branford, CT

## **SCOPE OF WORK**

- **Scope of Construction Management Services**

The final scope of the project will be developed by the selected consultants during the design phases in consultation with the Town of Newtown and special committees.

The Construction Manager as Advisor (CM-A) will be an integral member of the project team from commencement and will provide services including, but not limited to, constructability reviews, cost estimating and verification of budgets, value management analysis and design and materials options, and confirmation of project schedule. It is the Town of Newtown’s intent to also retain the CM-A as the project’s Construction manager at Risk (CM-R) once preconstruction services have been completed. The CM-R will provide services including, but not limited to, contractor bidding, selection of subcontractors, establishment of the GMP, permitting, construction, commissioning, project close out, etc. The Construction Manager will be “at risk” as it relates to the delivery of the full construction project.

- **Additional Project Requirements**

Opportunities may arise for additional volunteer consultants to provide expertise to the project team over the life of the project. All team members will be expected to fully cooperate and collaborate with authorized ad hoc team members.

The full project team will be required to make regular presentations to Town officials, Boards and Committees, Town meetings and select presentations may be directed by the Town of Newtown. Additional project reporting requirements may be required and will be fully communicated to the CM when determined.

- **Non-Disclosure**

The development of the Sandy Hook Permanent Memorial will be a very high visibility project for all members of the project team. The Town of Newtown may establish non-disclosure procedures and protocols that must be followed by all firms and employees of those firms, whether directly involved in the project or not.

- **Project Schedule**

The occupancy date for the Sandy Hook Permanent Memorial is planned for no later than December 14, 2022. The selected Construction Manager will be required to develop the proposed project timeline to comply with this deadline; prospective team members are required to include an analysis of the following schedule with their qualifications submission:

- RFQ Release - May 15, 2020
- Final Date for Bid Clarifications Submission – May 27, 2020
- Statement of Qualifications Due – June 3, 2020
- Selections of CM's for interview – June 2020
- Selection of Construction Manager – June 2020

### **3. GENERAL PROVISIONS**

- **Project Schedule**

Respondents are required to submit six (6) double-sided copies and one electronic copy of a sealed Proposal by no later than May 27, 2020 at 2:00 PM at the Finance Department, Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, clearly marked "Sandy Hook Permanent Memorial Construction Manager RFQ". Proposals received after that date and time will be rejected.

- **Selection Date**

At the Town of Newtown's discretion, after evaluating the qualifications packages, a short-list of candidates will be assembled and interviews will be conducted in early June. After the interview phase, a short list of candidates will be required to submit a fee proposal for consideration by the selection committee and a recommendation will be made to the Town of Newtown. CM selection is anticipated by June 2020.

- **Submission Modification**

Modification of qualifications packages and proposals will be considered only if notice is given in writing prior to the time stated for submittal of bids.

- **Legal Entity**

The firm making submission under this Request for Qualifications (RFQ) shall be the actual legal entity submitting the qualifications. The CM firm must be authorized to conduct business in the State of Connecticut, as evidenced by the records of the Connecticut Secretary of State and must be licensed to perform the professional services, in the particular category as required under the laws of the State of Connecticut.

- **Insurance**

Upon award, the successful bidder will be required to provide a current Certificate of Insurance naming required certificate holder and additional insureds. Insurance limits shall be no less than the following, per the Town of Newtown requirements:

1. **Commercial General Liability: Minimum Limits Required:**

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person
  
- The Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverage's.
- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

2. **Business Auto / Commercial Auto Insurance – Minimum Limits required:**

- 1,000,000 Liability
- The Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the Commercial Auto/ Business Auto policy carried by the Contractor.
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. **Workers Compensation/Employers Liability Insurance**

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
- 500,000 each accident
- 500,000 aggregate for injury by disease
- 500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. **Umbrella Liability/Excess Liability: Minimum Limits required:**

- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization
- The Umbrella / Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

#### **No Limitation on Liability**

*With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.*

#### **Cancellation, Renewal and Modification**

*The Contractor shall maintain in effect all insurance coverage's required under this agreement at the Contractors sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.*

#### **INDEMNIFICATION:**

*To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.*

*The Contractor's obligation to hold harmless, defend and indemnify the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer, invitee, contractor or subcontractor of the Contractor.*

- **Questions**

Questions should be directed to the Town of Newtown no later than 7 days prior to the proposal due date of May, 27, 2020. Questions should be submitted to Rick Spreyer, Purchasing Agent, via email, [rick.spreyer@newtown-ct.gov](mailto:rick.spreyer@newtown-ct.gov) All questions will be answered via email and forwarded to all recipients of the RFQ. No phone calls will be accepted by any person involved in the project or selection process other than Rick Spreyer, Purchasing Agent, 203-270-6131.

- **Confidentiality**

All information contained herein is confidential and shall be treated as such. Financial information that may be disclosed to the bidders during the RFQ/RFP process must continue to be kept confidential even after the selection of a consultant team.

- **Governing Law**

The contract shall be governed by the laws of the State of Connecticut.

- **Contract & Billing**

The contract will be entered into directly between the Town of Newtown and the selected CM firm. The contract will be based on AIA-A133, latest edition, as modified by the Town of Newtown for this project.

Billing will be directly to the Town of Newtown, Robert Tait, Finance Director. Copies of all invoices must also be forwarded to Robert Mitchell, Chairman, Public Building and Site Commission, for review and approval. Failure to submit invoices in this manner may result in a delay in payment.

#### 4. **SUBMISSION CRITERIA**

The submission is to be organized and submitted in the following sequence. Each qualification package component must comply with the length/quantity specified below; lengthy submissions will not be reviewed or considered.

- **Qualifications Submission**

- Cover sheet (1 page)
- Letter of Introduction providing company history/overview and outlining the Firm's qualifications for this project. Any team structure or partnering should be fully detailed and the individual roles of each firm described (maximum of 2 pages).
- Certificate of Legal Existence issued by the Connecticut Secretary of State (1 page).
- Resumes for key personnel proposed for the construction management team. Include listing of community centered projects done while with the submitting firm (maximum 1 pager per staff member proposed).
- Examples of similar projects successfully completed within the past 5-10 years (maximum of 4 projects). Please indicate:
  - Year completed
  - Reference contact name, physical address, email address and phone number
- Demonstrated ability to comply with cost constraints and work cooperatively with the design team in developing interim cost estimates to guide decisions (2 pages).
- Description of applicant's methodology for Quality Assurance and Quality Control processes (1 page).
- Applicant's current insurance certificate noting professional liability, workers comp, general insurance, automobile, umbrella coverage, etc. (1-2 pages).



- Applicant's bonding capacity with applicable certificates.
- Description of any pending litigation or legal actions, including all claims made against the applicant in the past 10 years (1 page).
- Statement of the applicant's capacity to provide full services meeting the projected time frame as outlined in Section 2 above (1 page).

- **Fee Proposal:**

Fee proposals will only be requested of a designated short list of firms determined after the RFQs have been reviewed and interviews held. The following outlines the procedures for submitting the eventual fee proposal:

One hard copy of the Fee Proposal and all related fee information, as listed below, should be submitted in a sealed envelope with the firm's name clearly indicated on the outside. Envelope should be labeled "Sandy Hook Memorial Fee Proposal". Final fees for services will be negotiated with the Town of Newtown based on proposal information submitted prior to execution of a contract with the selected firm(s).

- Provide a Fee Proposal with fee break-down indicated as follows:
  - As a lump sum:
    - Preconstruction Phase Services
- Provide a chart of hourly rates for key personnel categories.
- List anticipated reimbursable expenses with associated costs

## 5. **ATTACHMENTS**

The following documents are an integral part of the RFQ:

- Sandy Hook Permanent Memorial Concept Plan