

**Newtown Board of Education**  
**Hawley Elementary School – Indoor Air Quality Improvements**

The Newtown Board of Education is soliciting proposals from architectural and engineering firms for the design of indoor air quality improvements to Hawley Elementary School in Newtown, Connecticut. Hawley Elementary School was originally built in 1921 with subsequent additions in 1948 and 1997 with an aggregate total of 60,460 square feet. The age of the building and its additions present unique challenges for providing indoor air quality improvements. The 1921 construction is a three story structure which contains classrooms, cafeteria, kitchen, and multipurpose room. The 1948 addition is a two story structure which contains primarily classrooms and restrooms. The 1997 addition is a single story structure which contains classrooms, media center, gymnasium, and offices. Again, due to the age of the building and its additions, there is the presence of asbestos and other hazardous materials. The building uses natural gas for heating by way of hot water produced by three (3) 1.5 Million BTU Aereco high-efficiency boilers. There is minimal mechanical ventilation in the 1921 and 1948 sections. Classrooms do have operable windows throughout the building. The 1997 section has several packaged rooftop units for heating, cooling, and ventilation of the offices and media center. The school features an Alerton building management system (BMS) for the control and scheduling of temperature controls and equipment. More recently, the school received an LED lighting retrofit of all existing light fixtures.

Mandatory pre-bid walk-throughs will be held by appointment only, the week of May 11-15<sup>th</sup> at Hawley Elementary School, 29 Church Hill Road, Newtown, CT 06470. Please contact Rick Spreyer at [rick.spreyer@newtown-ct.gov](mailto:rick.spreyer@newtown-ct.gov) to schedule a walk through.

Respondents are required to submit two (2) copies of a sealed Proposal by no later than June 5, 2020, at 11:00 AM, at the Newtown Board of Education Office located at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, clearly marked “Hawley Elementary School – Indoor Air Quality Improvements”. Proposals received after that date and time will be rejected.

Responding architectural and engineering firms shall have sufficient experience with mechanical design and school construction. Consultants and sub-consultants shall be licensed in the State of Connecticut for their respective discipline.

Project Timeline:

May 8, 2020 – Design RFP Advertisement  
May 11-15, 2020 – Mandatory Walk-throughs **by appointment only**  
June 5, 2020 – RFP Submittal Due  
July 2020 – Selection and Contract with Designer  
August 2020 – Preliminary Design Documents  
September 2020 – Air Quality Study  
October 2020 – Final Design Documents & Construction Estimate  
February 2021 – Construction Project Advertised for Bidding  
April 2021 – Newtown Budget Referendum for FY2021/22\*\*  
April 2021 – Construction Contract Award  
June 2021 – Construction Begins – to commence when school year ends

**\*\*Project funding is contingent upon town referendum vote**

The selected designer will be responsible to provide the Newtown Board of Education with the following services:

Design Development:

The consultant shall perform site visits to ascertain and become familiar with the existing conditions, layout, and construction of the school facility. Examine building envelope and interior construction assemblies. Investigate ceiling cavities, basements, storage closets, chases and other areas to determine accessible routes for ductwork, piping, and electrical. Utilize mechanical, electrical, structural, and architectural disciplines to evaluate options for providing proper mechanical ventilation throughout the school building. All designed systems shall be in accordance with the latest adopted building, fire, and life safety codes for the State of Connecticut. Design shall be in compliance with ASHRAE standard 62.1-2019 for supplying the proper ventilation rates. Design shall also incorporate other relevant codes and standards such as ASHRAE 55-2017, ANSI, NFPA, ICC, IMC, NEC, SMACNA, etc. The design should consider the use of natural ventilation and operable windows to supplement mechanical ventilation, and the consideration of outdoor pollutants and noise, such as vehicle traffic when determining if and where to provide operable windows. The design shall include exhaust of bathrooms, custodian closets, and science rooms as required by latest codes. Although not a specific requirement, air conditioning should be considered if it is economically feasible. Based upon the scope of work, the design shall consider project phasing, as invasive work will only be permitted during unoccupied periods. Coordinate with town and Board of Education officials regarding design options. Attend meetings with town and Board of Education officials to provide updates on design options, cost estimates, and other aspects related to the scope of this project.

Project Phasing:

Due to the nature of this work, summer, winter, and spring breaks may present the only opportunities to complete this work. The consultant shall consider a phased approach that mitigates the disturbances to teacher instruction and/or potentially have adverse effects on building operations (e.g. installed heating unit not operational which creates freeze condition).

Architectural Design:

The design shall include architectural disciplines to provide construction details for modifications to building assemblies such as building envelope, ceilings, walls, floors, roofing, etc.

Structural Design:

The design shall include structural engineering for modifications to existing structural components and/or the addition of structural components to support new equipment such as roof curbs, penetrations, dunnage, etc.

#### Electrical Design:

The design shall include electrical engineering to provide the necessary power and wiring for the designed improvements and installation of new equipment. Include power wiring, controls wiring, fire alarm devices and wiring, electrical conduits, panel boards and distribution, starters, relays, disconnects, etc.

#### Mechanical Design:

The design shall include mechanical engineering to provide the proper indoor air quality and ventilation for the building. Include items such as exhaust fans, air handlers, rooftop units, refrigeration equipment, variable refrigeration flow (VRF) systems, variable air volume (VAV ) systems, variable frequency drives (VFDs), heat/energy recovery equipment, heating and cooling coils, natural gas systems and piping, supply and return ductwork, insulation, sequence of operations, building controls, etc. Specified mechanical equipment shall meet or exceed standards and codes such as 2015 IECC and ASHRAE 100-2018. Utilize the ASHRAE Indoor Air Quality Procedure to determine the extent of outside air needed which may impact equipment design, selection, and sizing.

#### Indoor Air Quality Assessment:

Engage the services of an environmental consultant to complete indoor air quality testing of the entire facility, in accordance with EPA and ASHRAE recommendations, guidelines, and standards. In accordance with ASHRAE 62.1, indoor air quality testing shall be completed during occupied times. Include air quality testing outside of the building for comparison purposes at the same time as the indoor air quality testing. A subsequent test will be completed following the completion of the construction and improvements to validate that the installed systems are improving the indoor air quality. Submit all testing results and reports for review by Newtown town and Board of Education officials. Individuals performing the air quality assessments shall be certified by ACAC as a Certified Indoor Environmental Consultant (CEIC), Certified Indoor Environmentalist (CIE), Certified Indoor Air Quality Manager (CIAQM), or Certified Indoor Air Quality Consultant (CIAQC)

#### Building Utilities Assessment:

As part of the design process, the consultant shall examine the current utility services to the building to determine if the existing infrastructure is capable of supporting the proposed improvements and equipment. If service upgrades are required to facilitate the work, the consultant shall specify adequate service infrastructure improvements as part of the design. Include any structural engineering requirements for new equipment and/or utilities.

#### Hazardous Materials Assessment:

Engage the services of an environmental consultant to complete a hazardous materials survey for areas that will be affected by the proposed improvements. An AHERA report is available for reference and will be provided to the selected consultant. The environmental consultant shall complete additional testing of suspected materials to

ascertain the full scope of any potential abatement. The design package shall include specifications relevant to any required abatement.

Construction Documents:

The consultant shall prepare final construction documents including drawings and specifications that incorporate all aspects of the design development. The construction documents shall include sufficient details and specifications suitable for competitive bidding. Construction documents will be subject to review by Newtown town and Board of Education officials. The consultant shall incorporate review comments into the final document submission. The final document submission shall be signed and sealed by a State of Connecticut registered architect and/or engineer. Additionally, the submission shall include a CD-ROM or USB flash drive with electronic copies of the plans and specifications in PDF format. The electronic submission shall also include AutoCAD files.

Construction Administration:

The consultant will be required to provide construction administration services throughout the construction period through its completion including the closure of the job. Construction administration services shall include the following:

- Onsite project meetings with school/town officials and contractors/subcontractors.
- Review and approval of submittals and shop drawings. Maintain a log of approved submittals for owner's records.
- Review and respond to contractor requests for information.
- Issue sketches and/or clarifications for drawings and/or specifications.
- Review and approval of contractor applications for payment.
- Review and approval of contractor construction change orders.
- Onsite construction inspections and submit reports noting progress and any deficiencies discovered.
- Maintain documents and records as required.
- On-call hazardous materials related work such as sampling and testing for unforeseen conditions as encountered.
- Meet monthly with Newtown Public Building & Site Commission to provide construction update, including proposed change orders and payment applications.
- Attend other town and Board of Education meetings as required.

Proposal Response:

Include the following information in the proposal response:

- Completed *Sealed Bid Request Form* (located on last page) for the scope of services outlined in this RFP.
- Hourly rates for project team members and sub-consultants.
- List and resume of proposed project team members and identify the role for each individual.
- List and resume for proposed sub-consultants.
- List of recent projects with similar size, scope, and cost.
- List of recent projects related to school construction.
- List of recent projects with State of CT Office of School Construction Grants approval.
- Contact information for references regarding project lists.

## Insurance Requirements and Indemnification

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the “*Contractor*”) shall deliver to the Town of Newtown (referred to hereinafter as the “*Owner*”) a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverage’s carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverage’s and limits are in place:

### 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 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 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 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 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 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.

### Performance Bond

-A 100% performance bond will be delivered to the Newtown Board of Education no later than five (5) business days after the award of the contract.

-The performance bond will expire no earlier than the fifteenth day after the completion of the project.

-Provided the Newtown Board of Education deems all work acceptable and complete, the performance bond will be returned to the awardee no later than ten business days from completion of project.

### Selection Process:

Town and Board of Education officials will review respondent proposals from consultants. The proposals will be scored and rated upon the following criteria:

-Fee for services.

-Project team and sub-consultants.

-Experience with projects of similar scope and cost.

-Experience with school construction projects.

Consultants may be invited for an in-person interview before a final selection is made.

The Town of Newtown and the Newtown Board of Education reserve the right to award a contract with the firm deemed most qualified. The Town of Newtown and the Newtown Board of Education reserve the right to negotiate the final design fee with the selected firm. For the basis of determining the fee, the proposed project construction budget, including all soft costs is \$4.0 million.

**NEWTOWN BOARD OF EDUCATION**

**SEALED BID REQUEST**

**BID OPENING DATE:** Friday, June 8, 2020

**TIME:** 11:00 am

**LOCATION:** Finance Dept., Municipal Center, 3 Primrose Street, Newtown, CT 06470

**BID TITLE:** HAWLEY – AIR QUALITY IMPROVEMENTS

**SECURITY REQUIRED:** NONE

**DATED IN NEWTOWN:** May 8, 2020

***\*\*\*Prices for each phase should include all bonding and soft costs\*\*\****

**Design Phase & Construction Documents:  
to include costs for:**

\$ \_\_\_\_\_

- Architectural Design
- Structural Design
- Electrical Design
- Mechanical Design
- Indoor Air Quality Assessment
- Building Utilities Assessment
- Hazardous Materials Assessment

**Construction Administration:**

\$ \_\_\_\_\_

**Total Bid:**

\$ \_\_\_\_\_

\_\_\_\_\_  
**COMPANY**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**SIGNED BY (Print or Type)**

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**ADDRESS 2**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**ADDRESS 3**

\_\_\_\_\_  
**FAX NO.**

\_\_\_\_\_  
**TELEPHONE NO.**

\_\_\_\_\_  
**DATE**



