

REQUEST FOR QUALIFICATIONS

for

OWNER'S PROJECT MANAGER (OPM) SERVICES

for the

Randall Library Renovations and Addition



Town of Stow, Massachusetts

*Denise M. Dembkoski, Town Administrator
Chief Procurement Officer*

June 29, 2022

INVITATION TO SUBMIT PROPOSAL

The Town of Stow ("Town") invites qualified applicants to submit proposals to provide Owner's Project Management Services for the design, bidding, and construction of a Renovated Randall Library (which includes an addition). All applicants must submit in complete conformance with this Request for Qualifications (RFQ) document. The RFQ is available on the Town's website at www.stow-ma.gov under Bids & Proposals. Applicants may also register on the Town of Stow's website to obtain the documents:

<https://www.stow-ma.gov/procurement/webforms/register-receive-bid-documents>

This RFQ shall be governed by the designer selection law, M.G.L. Chapter 7C, Sections 44 to 58 and M.G.L., Chapter 149, Section 44A½.

Questions concerning this request must be emailed to Denise M. Dembkoski, Town Administrator townadministrator@stow-ma.gov. All inquiries received five or more days prior to the RFQ deadline will be considered. If any changes are made to the RFQ, an addendum will be issued. Addenda will be emailed or mailed to all applicants on record as having received the RFQ.

PROJECT DESCRIPTION

The Town of Stow is seeking to renovate the Randall Library at 19 Crescent Street, Stow. A preliminary design was performed in 2022 by designLAB architects and can be found in Appendix A. The design encompassed: an evaluation of the existing facility, scoping sessions with users, management, staff, the physical and programmatic limitations of the structure; and three proposed renovation options along with the associated cost estimates. The Library Building Committee and Town Administrator selected one design to put forward to the Town at the Annual Town Meeting on May 14, 2022, and as a debt exclusion on the May 22, 2022, ballot. Both votes passed overwhelmingly. We now have the funding for the full design and construction of a renovated historical library, with the removal and rebuilding of a non-historical addition.

MINIMUM QUALIFICATIONS

M.G.L. Chapter 149, Section 44A½ **requires** public awarding authorities to engage the services of an Owner's Project Manager (OPM) on all building projects estimated to cost \$1.5 million or more. Each applicant must possess the following minimum qualifications:

1. Massachusetts registered architect or professional engineer and have at least five (5) years of relevant experience in the construction and supervision of construction of buildings over 10,000 s.f. with preference given to demonstrated experience in the design and construction of municipal buildings. In the event the applicant is not a registered architect or professional engineer, she/he must have at least eight (8) years of relevant experience in the construction and supervision of construction of municipal buildings.
2. A thorough knowledge of the Massachusetts State Building Code, all applicable NFPA Codes, regulations of the Massachusetts Architectural Access Board, and the Americans with Disabilities Act.

3. A thorough knowledge of all public bidding laws, including without limitation M.G.L. Chapter 149, Section 44A½.
4. Demonstrated successful prior experience administering design and construction of municipal building projects, library projects, and historical renovations of similar size and scope.
5. Financial and operational ability to perform project management services on the project within all established budget limits and time schedules.
6. Familiarity and/or experience relating to “green” construction, energy efficiency and generation, the LEED certification process and grant sources for same.

The Town reserves the right to reject any proposal which does not demonstrate compliance with each of the foregoing minimum qualifications.

GENERAL DUTIES

The general duties of the Owner’s Project Manager shall include, but may not be limited to, the following:

1. Providing advice and consultation with respect to preparation of and review of design documents, cost opinions, and completeness of the overall scope of work.
2. Assist the Town and Architect with the public bidding process for the projects, including prequalification of eligible bidders.
3. Provide oversight of the Architect during the design, bidding, and construction phases of the project.
4. Provide oversight of the General Contractor(s) during construction of the projects to monitor conformance with the plans and specifications, and adherence to project schedules and budgets.
5. Provide written monthly reports on the progress of design and construction with updates on the schedule, budget, and project milestones.
6. Attend regularly scheduled progress meetings with the Owner, Contractor, and Architect.
7. Attend periodic evening meetings to report on the progress of the project.
8. Provide written evaluation of the performance of the design professional, General Contractor, and subcontractors.

SCOPE OF SERVICES

The Owner’s Project Manager will provide consulting and project management services to coordinate and manage the design and construction process and other aspects of the Randall Library Renovation Project to verify that the design is consistent with the established goals, objectives, and project budget. The selected OPM and the Town will negotiate the final scope of services dependent on the phase of the project and the needs of the Town. The Owner’s Project Manager’s scope of services could include the following tasks:

Design Development & Construction Document Phases

1. Assist the Town and Architect in the development and review of the final design documents.
2. Assist the Owner in completion of all relevant contract documents to verify compliance by the Contractor with insurance and bond requirements, prevailing wage reporting

requirements, schedules for payment, and all other contract terms.

3. Prepare and submit detailed written reports to the Town that describe the overall status and progress of the work, including identifying key action items that will occur over the next reporting period.
4. Provide the Town with regular communication regarding significant project developments, including conditions or circumstances that may cause a delay in the Project Schedule or otherwise may be inconsistent with the Project requirements. When required, provide the Owner with proposed contingency plans to avoid or mitigate possible or actual delays.
5. Review monthly invoices submitted by the Architect and provide recommendations to the Town for payment.
6. Oversee and monitor the activities and responsibilities of the Architect to verify compliance with their contractual obligations.
7. Assist the Town and Architect with prequalification of all eligible bidders for the project.
8. Attend Town meetings when requested to provide updates on the project.

Bidding Phase Services

1. Assist the Town and Architect with advertising projects for public bids.
2. Review all Requests for Information submitted by bidders and provide assistance with preparation of addenda as required.
3. Attend bid opening for all Filed Sub-bids. Review all bids received and tabulate results. Conduct reference checks on subcontractors as required.
4. Attend bid opening for General Contractor(s). Review all bids received and tabulate results. Conduct reference checks on low bidder(s) as required.
5. Assist Architect with providing Town with recommendation of award of General Contract(s).

Construction Phase Services

1. Provide administrative, management, and other related services as required to coordinate work of the General Contractor, subcontractors and other consultants in order to complete the projects in accordance with the project objectives.
2. Assist the Town with conducting pre-construction meetings as needed to coordinate and communicate duties and responsibilities to all parties involved in the projects, review the Contractor's Project Construction Schedule, and verify that all Fire and Safety codes and regulations of Federal, State, and Local officials are clearly delineated.
3. Coordinate the commissioning work with all parties involved to confirm that the commissioning activities are being incorporated into the Project Schedule.
4. Assist the Contractor in development of a schedule of values for payment. Provide the Town with an estimated Cash Flow Schedule.
5. Develop and implement control systems for monitoring the projects' progress with respect to cost, schedule and quality for providing early warning of impending problems. Prepare contingency plans for corrective actions and implement such plans when requested.
6. Schedule and conduct weekly construction progress meetings to discuss such matters as procedures, construction progress, construction conflicts and scheduling. Prepare and distribute the minutes of these meetings to all parties.
7. Update and issue the Master Project Construction Schedule monthly to show current conditions and revisions required by actual progress. Monitor the activities of the

contractors on the projects, including activity sequences and duration, allocation of labor and materials, processing of shop drawings, project data and samples, and delivery of products requiring long lead time procurement.

8. Expedite and participate in the Town's review and approval of project data and samples when such review is requested by the Architect.
9. Recommend courses of action to the Town when the requirements of the construction contracts are not being fulfilled, and, the non-performing party will not take satisfactory corrective action.
10. Provide regular monitoring of the construction costs, showing actual costs for activities in progress and estimates for unaccomplished tasks. Identify variances between actual and established costs and advise the Architect and Owner if project costs are expected to exceed the respective contract sums.
11. Establish systems for maintaining and reporting cost accounting records and information on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records such as preliminary change order request systems, etc.
12. Advise the Town of any proposed change orders on the projects. Assist in negotiation of the Contractor's proposals for these changes, submit recommendations to the Architect and the Owner, and, if accepted, prepare or cause the Contractor to prepare change orders for the Architect's approval and the Owner's authorization. Establish and implement a change order system monitoring and reporting on job cost events, including approved change orders, pending change orders, and anticipated change orders. Establish a time line for the change order process that does not interfere with the progress of the work.
13. Review periodic Applications for Payment from the Contractor for progress and final payments, including certification requirements by the Architect. Provide recommendations to the Town for payment.
14. Assist the Town in selecting and retaining the professional services of testing laboratories and commissioning services. Coordinate these services throughout the project.
15. Oversee and coordinate quality assurance and testing and inspection programs. Develop and implement procedures for consistent and rapid feedback to the Contractor of observations and recommendations of the Architect and the on-site Construction Manager.
16. Review certified payroll records submitted by the Contractors to verify that all state wage reporting requirements are fully adhered to.
17. Verify timely payments to subcontractors based on contract documents and Massachusetts General Laws. Review all Release of Liens provided by General Contractors.
18. Provide proper record keeping including progress prints, manuals, samples, cut sheets, fieldbooks, etc., related to the quality and nature of the construction. Confirm that proper records are being maintained by the Contractor(s) for review by the Architect and the Owner.
19. Coordinate completion and delivery of all record drawings, all construction related documents, and all other materials necessary for occupancy and full operation of the facilities. Provide to the Owner copies of all pertinent documents in electronic (PDF) format, or other format deemed acceptable by the Owner.

SUBMISSION DEADLINE AND INSTRUCTIONS

An optional Briefing Session for the project will be held on Wednesday, July 27, 2022, at 10:00 A.M. in the Randall Library, 19 Crescent Street, Stow, MA. Firms that are interested in touring the library will have the opportunity to do so after the Briefing Session.

Sealed proposal submissions must be received and registered by the Office of the Town Administrator, 380 Great Road, Stow, MA 01775 by Thursday, August 4, 2022, at 10:00 A.M. No proposals will be accepted after the time and date noted. One original copy of the proposal plus five (5) copies and an electronic copy in PDF format are to be provided.

Applicants must also execute, as required by law, and include in the sealed submission the Certificate of Non-Collusion, the Certificate of Corporate Authority and the Certificate of Tax Compliance, copies of which are attached.

Proposals are to be sealed and properly identified on the outer envelope as **Qualifications for Owner's Project Management Services for the Randall Library** with the applicant's name and address and delivered to: Town Administrator's Office, 380 Great Road, Stow, MA 01775.

INSURANCE AND INDEMNIFICATION

As a condition of award, the selected firm agrees to carry professional liability insurance policy with limits of at least \$1,000,000 per claim and \$3,000,000 aggregate, with a deductible of no more than \$25,000 per claim. Additionally, the selected OPM shall obtain and maintain at its own expense, general liability and motor vehicle liability insurance policies protecting the Town of Stow in connection with any operations included in the contract, and shall have the Town of Stow listed as additionally insured on the policies. General coverage shall be in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury and property damage liability.

Indemnification: The successful applicant shall agree to indemnify and hold harmless the Town of Stow and its officers, employees, boards, commissions, agents and representatives from and against all claims, courses of action, suits, damages and liability of any kind which arise out of the negligence or willful misconduct of the successful applicant or its officers, employees, agents and representatives regarding the project manager services to be performed by the successful applicant regarding the Randall Library Renovation project.

EEE

The fee for this project will be negotiated **upon selection**. Price or the fee is not a consideration under this proposal. The selected firm will be asked to submit a fee that will include all expenses, direct and indirect, for this project. OPM services resulting from this RFQ are subject to available funds. Should an agreement between the Town and the highest rank firm fail to be negotiated, the Town of Stow reserves the right to negotiate an agreement with the next highest ranked firm. The OPM agrees to comply with all the federal, state and local laws in its performance of its contract with the Town. A sample of this contract is included as Exhibit 1 to this document. The Town of Stow reserves the right to negotiate mutually acceptable amendments to the contract arising from the RFQ and in particular with respect to the final scope of services and any additional services, if required.

SUBMISSION REQUIREMENTS

One original and five (5) bound copies shall be provided along with an electronic copy of the proposal in PDF format. The proposal package shall include a completed copy of the Standard Designer Application Form for Municipalities and Public Agencies not within the Designer Selection Board jurisdiction, with attachments including the additional, project-specific information requested below. The form is available on the Mass.gov website accessed using the following link:

<https://www.mass.gov/service-details/dsb-forms>

The total proposal should not exceed fifteen (15) pages in length, double sided (30 pages maximum length) excluding Standard Designer Application Form, resumes and project descriptions.

Each proposal shall provide the following in strict compliance with this Request for Qualifications:

Cover Letter: Provide a summary of the proposal with descriptions of the firm, project team, project understanding, etc.

Firm Profile: Provide a description of the experiences and history of the firm, including the number of staff, and in-house services that can be provide. Provide a description of the current workload and firm's capability to perform the work.

Project Approach: Provide a thoughtful and detailed narrative on how the firm would approach this project and assist the Town in achieving their goals.

Description of Project Team: Provide a graphic organization chart of the project team. Provide all applicable professional registration numbers of the Project Team. Identify any outside consultants that are included on the Project Team. Resumes of all key Project Team members shall be provided and should not exceed two pages in length.

Relevant Project Experience: Provide descriptive project sheets for no less than 5 and no more than 10 representative municipal building and/or library projects for which the firm was the project manager or related role, and were completed within the past ten years. Each project sheet include photo(s) of the completed construction, a project description, final constructed cost including change order amounts and percentages, and client / owner point of contact information.

Financial Statement: Provide evidence of the financial stability of the firm over the past three years.

Required Forms: The following forms shall be completed, signed, and included in the proposal:

- Standard Designer Selection Board Application Form
- Certificate of Tax Compliance
- Certificate of Corporate Authority
- Certificate of Non-Collusion

All proposals must be unconditional and shall be deemed to be public records and will become the property of the Town of Stow. The selected firm shall be expected to comply with all applicable state and federal laws in the performance of services. The selection of the successful firm shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin. Women and minority owned businesses are encouraged to apply. Purchases of goods and services by the Town of Stow are exempt from the payment of Federal and Massachusetts state taxes.

EVALUATION OF PROPOSALS

Proposals will be evaluated by a Selection Committee. Evaluations will be based on the comparative evaluation criteria listed below. Proposals will be evaluated in accordance with the provisions of Chapter 7, Section 38K(a)(ii) of the Massachusetts General Laws.

The objective in reviewing proposals is to select a qualified consultant that has clearly demonstrated their understanding of the scope of services, has provided relevant project experience, and will utilize a Project Team that has sufficient experience with similar projects. Any proposal that fails to include all of the information specified below and does not follow the proposal format and length limitation instructions above may be rejected as unresponsive by the evaluators. Any proposer may be required to discuss or clarify its proposal with the Selection Committee, which may determine that any apparent unresponsiveness may be deemed not substantial and can be clarified. In such cases, the Selection Committee may allow the proposer to make minor corrections, and apply the change in the evaluation.

Minimum Criteria: Each proposal will be reviewed to determine if it meets the Minimum Criteria established in Criterion A through G. Any proposal that fails to meet the Minimum Criteria will be rejected. Each proposal determined by the evaluators to meet the Minimum Criteria will be ranked by the Selection Committee according to the comparative evaluation criteria described herein, and the evaluators will determine, in writing, an overall subjective rating for each proposal.

Selection Committee: A group of Town officials including the Library Director will be part of the Selection Committee. After the Selection Committee has determined that a proposal meets the minimum criteria and is complete, the proposal will be rated according to the following criteria:

Criterion A - General Quality of the Response (0 - 20 points)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Quality of Response	Exceeds all RFQ requirements, including format, understanding of project, completeness of proposal	Met all RFQ requirements, including format, understanding of project, completeness of proposal	Met all basic requirements, some follow-up for clarification and amplification of proposal elements may be allowed.	Proposal did not meet basic requirements of RFQ.

Criterion B - Previous Project Experience (0 - 20 points)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Similar Experience	Successful management of at least ten municipal building projects within the last ten years	Successful management of at least five municipal building projects within the last five years.	Successful management of at least three municipal building projects within the last five years.	Proposal did not provide any relevant similar experience.

Criterion C – Library Specific Experience (0 - 20 points)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Similar Experience	Successful management of at least three municipal library projects within the last ten years	Successful management of at least two municipal library projects within the last ten years.	Successful management of at least one municipal library project within the last five years.	Proposal did not provide any relevant library experience.

Criterion D – Historic Renovation Experience (0 - 20 points)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Similar Experience	Successful management of at least seven historic renovation projects within the last ten years	Successful management of at least five historic renovation projects within the last ten years.	Successful management of at least three historic renovation projects within the last ten years.	Proposal did not provide any relevant historic renovation experience.

Criterion E - Project Approach (0 - 30 points)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Project Approach	Provided an excellent response which clearly demonstrated understanding of the project and the long term needs of the Town.	Proposer provided an excellent response and addressed most of the items under Scope of Services	Proposer provided an adequate response that addressed the items under Scope of Services	Project approach did not demonstrate an understanding of the project goals

Criterion F - Proposed Staffing (0 - 30 points)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Project Team	Highly qualified staff; project leader with more than 10 years of specifically relevant experience (municipal buildings of similar size and scope); staff back-up and additional resources available if needed.	Highly qualified staff; project leader with at least 5 years of specifically relevant experience.	Project leader has demonstrated sufficient experience with similar projects however, other members of the Project Team do have extensive experience.	Project team members failed to meet the minimum qualifications.

Criterion G - Firm Stability and Capacity (0 -10 points)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Stability of Firm	Strong demonstration of financial stability and capacity to undertake project. Demonstration of civic recognition, and overall excellent company reputation.	Strong demonstration of financial stability and capacity to undertake project.	Adequate demonstration of financial stability and capacity.	No information provided.

References

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
References	Outstanding recommendations received from all references	Good recommendations from all references	Recommendations from references were all positive but not consistent	Received reference that indicated proposer failed to successfully complete project

Finalist Interview (if needed)

The Town reserves the right to make a selection without interviewing any firms. However, the Town may select one or more firms for an interview after evaluating all proposals received using the same criteria outlined in this Request for Qualifications. The Selection Committee will rank all finalists in order of qualification and quality of response. The Town will require that the principal contact for the project from each firm participate in the interview.

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Interview	Proposer clearly reviewed the process, described the services that would be provided, was convincing of the depth of their expertise and established a comfortable dialogue with the Selection Committee.	Proposer clearly reviewed the process and work product and established a comfortable dialog with Selection Committee.	Proposer described the process and the work product.	Proposer did not demonstrate a clear understanding of the goals of the Town for the project.

TOWN OF STOW
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Date) _____

(Signature of individual submitting bid or proposal)

(Printed name of person signing bid or proposal)

(Name of business) _____

(Business address) _____

(Business phone number) _____

MUST BE RETURNED SIGNED WITH THE SEALED SUBMISSION

TOWN OF STOW

CERTIFICATE OF CORPORATE AUTHORITY

The principal, officer or person to sign below pledges under penalties of perjury, that he or she has been designated by the owner(s) or the board of directors of the below named firm as an authorized representative.

(Date) _____

(Signature of individual submitting bid or proposal) _____

(Printed name and title of person signing bid or proposal) _____

(Name of business) _____

(Business address) _____

(Business phone number) _____

MUST BE RETURNED SIGNED WITH THE SEALED SUBMISSION

TOWN OF STOW

NON-COLLUSION STATEMENT

CONTRACTOR'S CERTIFICATION IN BID/PROPOSAL TO BE ATTACHED TO CONTRACT

Any person submitting a Bid or Proposal for the procurement or disposal of supplies and services to any governmental body shall certify in writing, on the Bid or Proposal, as follows:

“The undersigned certifies under penalties of perjury that this Bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.”

(Date) _____

(Signature of person signing bid or proposal) _____

(Printed name of person signing bid or proposal) _____

(Title) _____

(Name of Business) _____

(Business address) _____

(Business Phone Number) _____

MUST BE RETURNED SIGNED WITH THE SEALED SUBMISSION

Exhibit 1 – Sample Contract

TOWN OF STOW

CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this _____ day of _____ in the year 2022 between the Town of Stow, Massachusetts,
(day) (month)
380 Great Road, Stow, MA 01775, hereinafter called "the Owner" and

(street) (city) (State) (Zip Code)
hereinafter called the "Owner's Project Manager" to provide the Project Management services required to complete the Basic and Extra Services described herein for the design and construction of a renovated library in Stow, MA. The project includes the renovation of the main library and removal of a previous addition, and construction of a new addition (collectively, the "Project").

The Owner's Project Manager is authorized to perform the services required by this Contract through the Schematic Design Phase and, pending receipt of a written Approval to proceed from the Owner which is dependent on Town Meeting approval for the Project, through the Construction and Completion Phases. At the Owner's option, the Owner's Project Manager may be authorized to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Owner's Project Manager.

For the performance of the services required under this Contract for the Schematic Design Phase, the Owner's Project Manager shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Exhibit A.

IN WITNESS WHEREOF, the Owner and the Owner's Project Manager have caused this Contract to be executed by their respective authorized officers.

OWNER	OWNER'S PROJECT MANAGER
_____ (print name)	_____ (print name)
_____ (print title)	_____ (print title)
By _____ (signature and seal)	By _____ (signature and seal)
_____ Date	_____ Date (Attach Certificate of Vote of Authorization)

ARTICLE 1: DEFINITIONS

- **APPROVAL** – a written communication from the Owner approving either the work of the current Phase, as identified on Exhibit A, or authorizing the Owner's Project Manager to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.
- **ARCHITECT/ENGINEER** – herein also referred to as the **DESIGNER** -- the person or firm with whom the Owner has contracted to perform the professional designer services for this Project.
- **BASIC SERVICES** – the minimum scope of services to be provided by the Owner's Project Manager under this Contract, unless the Contract is otherwise terminated pursuant to Article 12.
- **CERTIFICATE OF FINAL COMPLETION** – The form which contains the certification of the Designer, Owner's Project Manager and the Owner that the Project has reached Final Completion.
- **COMMISSIONING CONSULTANT** – a person or firm engaged by the Owner to provide building commissioning services, including advisory services during design and construction.
- **CONTRACT** – this Contract, inclusive of all Attachments, between the Owner and the Owner's Project Manager; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.
- **CONTRACTOR or GENERAL CONTRACTOR** – the person or firm with whom the Owner has contracted to perform the construction for this Project pursuant to the provisions of G.L. c. 149, §§ 44A-44J.
- **CONSTRUCTION MANAGEMENT AT RISK or CONSTRUCTION MANAGEMENT AT RISK SERVICES or CONSTRUCTION MANAGEMENT AT RISK DELIVERY METHOD or CM at RISK DELIVERY METHOD** - a construction method described in M.G.L. c. 149A wherein a Construction Management at Risk firm provides a range of preconstruction services and construction management services which may include cost estimation and consultation regarding the design of the building project, the preparation and coordination of bid packages, scheduling, cost control, and value engineering, acting as the general contractor during the construction, detailing the Trade Contractor scope of work, holding the trade contracts and other subcontracts, prequalifying and evaluating Trade Contractors and subcontractors, and providing management and construction services, all at a Guaranteed Maximum Price, which shall represent the maximum amount to be paid by the public agency for the building project, including the cost of the work, the general conditions and the fee payable to the Construction Management at Risk Firm.
- **CONSTRUCTION MANAGER AT RISK, CONSTRUCTION MANAGEMENT at RISK FIRM or CM at RISK** – a sole proprietorship, partnership, corporation, or other legal entity with which the Owner has contracted pursuant to G.L. c. 149A, § 6(e), to provide Construction Management at Risk Services.
- **EXTRA SERVICES** – services requested by the Owner to be performed by the Owner's Project Manager, but which are additional (or "extra") to the services performed as Basic Services.
- **FEE FOR BASIC SERVICES** – the fee to be paid to the Owner's Project Manager for satisfactorily performing, in the Owner's sole discretion, the Basic Services required under this Contract, exclusive of the compensation to which the Owner's Project Manager is entitled pursuant to Articles 9 and 10.
- **FINAL COMPLETION** – The work has been completed in accordance with the Construction Contract Documents and the schematic plans and drawings.
- **GENERAL LAWS** – the Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.
- **GUARANTEED MAXIMUM PRICE or GMP**- The agreed total dollar amount for the Construction Management at Risk services, including the cost of the work, the general conditions and the fees charged by the Construction Management at Risk firm.
- **NON-TRADE CONTRACTOR** – for purposes of a project utilizing the CM at Risk construction delivery method only, a subcontractor, as described in M.G.L. c. 149A, § 8(j), who is not a Trade Contractor, as defined herein, and who has a direct contractual relationship with a CM at Risk whether or not the work exceeds the threshold sum as identified in M.G.L. c. 149, § 44F(1).
- **NOTICE to PROCEED** – the written communication issued by the Owner to the Contractor or the CM at Risk authorizing him to proceed with the services specified in the construction contract or the CM at Risk contract and establishing the date for commencement of the contract time.
- **OWNER** – the entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project and is responsible for administering this Contract.
- **OWNER'S PROJECT MANAGER** – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other legal entity identified as such on page one of this Contract performing the professional Project Management Services under this Contract.
- **PHASE** – a distinct portion of the work of this Contract and its associated duration, as identified on Exhibit A. Prior Approval to proceed for each Phase is required from the Owner.
- **PRINCIPALS** – the owners and/or officers of the Owner's Project Manager who are actively involved in the management of the Project.
- **PROJECT** – all work that pertains to the study, planning, design, construction, reconstruction, installation, demolition, maintenance, or repair, if any, as defined in the Project Scope and Budget Agreement or Project Funding Agreement.
- **PROJECT BUDGET** – a complete and full enumeration of all costs of the Project, as approved by the Owner.
- **PROJECT DIRECTOR** – the employee of the Owner's Project Manager who has been designated in writing by the Owner's Project Manager as its authorized representative, as approved by the Owner, pursuant to the requirements of M.G.L. c. 149 §44A½ or G.L. c. 149A, § 2, as the case may be, for an "owner's project manager" and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract.
- **PROJECT REPRESENTATIVE** – the employee or a Subconsultant of the Owner's Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Article 8.6.2.
- **PROJECT SCHEDULE** – a complete list of all activities, time and sequence required to complete the Project.
- **REIMBURSABLE SERVICES OR REIMBURSABLE EXPENSES** – the cost of services requested by the Owner to be performed by the Owner's Project Manager or the cost of expenses paid by the Owner's Project Manager that are reimbursable pursuant to the provisions of Article 10.
- **SUBCONTRACTOR** – for purposes of a project utilizing the design-bid-build construction delivery method pursuant to G.L. c. 149, a person or entity having a direct contractual relationship with the Contractor, who has the contract to perform the construction of the Project, except as otherwise specifically provided herein or as required by Law.
- **SUBCONSULTANT** – any individual, company, firm, or business having a direct contractual relationship with the Owner's Project Manager, who provides services on the Project.
- **TRADE CONTRACTOR** – for purposes of a project utilizing the CM at Risk construction delivery method only, subcontractors having a direct contractual relationship with a CM at Risk pursuant to G.L. c. 149A, § 8 (a)-(i), to perform one or more so-called sub-bid classes of work listed in M.G.L. c. 149 §44F and all other sub-bid classes of work selected by the public agency for the Project, provided the sub-bid work meets or exceeds the threshold sum identified in M.G.L. 149§44F(1).

ARTICLE 2: RELATIONSHIP OF THE PARTIES

2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.

2.2 The Owner's Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees. The Owner's Project Manager further warrants and represents that it satisfies all minimum statutory requirements of an owner's project manager for a public construction project under M.G.L. c.149 §44A½.

2.3 The Owner's Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity in the Greater Boston area as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.

2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.

2.5 The Parties hereto agree that the Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner- Contractor Agreement or the Owner-CM at Risk Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's negligent acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors or the agents or employees of the Contractor, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors the Designer, the Owner or the Commissioning Consultant.

2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the CM at Risk or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the

Designer and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.

3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.

3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.

3.4 The Owner shall be responsible for requiring the Contractor or CM at Risk and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.

3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.

3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout.

4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, bylaws and regulations.

4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor or CM at Risk, as the case may be.

4.4 [INTENTIONALLY LEFT BLANK]

4.5 The Owner's Project Manager acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Owner's Project Manager's team, including Subconsultants, and the continuity of key members participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed in Owner's Project Manager's proposal, shall take place without the prior written approval of the Owner. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The Owner shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed in the Owner's Project Manager's proposal and such approval shall not be unreasonably withheld. At the request of the Owner, the Owner's Project Manager shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. No act or omission of the Owner made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.

4.6 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high-quality performance of the obligations of the Owner's Project Manager.

4.7 The Owner's Project Manager shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

ARTICLE 5: SUBCONSULTANTS

5.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to Paragraph 10.3 in order to perform Basic, Extra and Reimbursable services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this

Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.

5.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.

5.3 No substitution of Subconsultants and no use of additional Subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.

5.4 The Owner's Project Manager shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner for payment of monies alleged to be owed to the Subconsultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Subconsultants language so providing.

5.5 All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated

ARTICLE 6: TERM AND TIMELY PERFORMANCE

6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer, Contractor or CM at Risk. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor or CM at Risk in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor or CM at Risk, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's or CM at Risk's performance is jeopardizing the Project Schedule or the Project Budget.

6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.

6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in the Feasibility Study Agreement and the Project Scope and Budget Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the

Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: COMPENSATION

7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Exhibit A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Exhibit A. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld or delayed.

7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and re-solicitation of proposals, bids, or qualifications if due to the fault of the Owner's Project Manager, and (b) assisting the Owner as provided by section 8.1.4.2 in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract and for assistance beyond the requirements of 8.1.4.2 if such litigation or claims are due to the fault of the Owner's Project Manager.

7.3 When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.

7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Owner of the Certificate of Final Completion and submission of evaluations.

ARTICLE 8: BASIC SERVICES

The Owner's Project Manager shall perform the following Basic Services:

8.1 Project Management (For All Phases)

8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. This

procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Owner's Project Manager, Designer, Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor or CM at Risk submittal logs, change order reporting logs and other tracking logs, as needed. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.2 The Owner's Project Manager shall prepare agendas for attend meetings with representatives of the Owner, municipal administration, and attend neighborhood meetings relating to the Project. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

8.1.3 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, equipment vendors and all other contractors and suppliers and make recommendations to the Owner relative to amounts due.

8.2 Project Control

During the Schematic Design Phase of this Contract, the Owner's Project Manager shall monitor and report to the Owner any changes to the Feasibility Study Budget, Scope and Schedule for the Project.

8.3 Project Budget

8.3.1 The Owner's Project Manager shall prepare a detailed baseline Project Budget in a form acceptable to the Owner. The Owner's Project Manager shall monitor and compare all Designer estimates, contractor bids, Guaranteed Maximum Price (if applicable), and other cost information to this Project Budget and identify and report all variances to the Owner. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

8.3.2 The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the Owner for approval.

8.4 Cost Estimating

8.4.1 The Owner's Project Manager shall prepare detailed independent cost estimates at each Design phase (feasibility/schematic) when required by the Owner. If the Owner requires the Owner's Project Manager to prepare an independent cost estimate, the Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

8.4.2 In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of

the Design phases, the Owner's Project Manager shall consult with the Designer and recommend to the Owner appropriate revisions to the scope of work.

8.4.3 The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows.

8.5 Project Schedule

The Owner's Project Manager shall prepare a Project Schedule in a form acceptable to the Owner. The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval.

8.6 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall describe work performed by all project participants (Owner's Project Manager, Designer, Contractor or CM at Risk) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's or CM at Risk's safety performance, Designer's QA/QC, Contractor's or CM at Risk's environmental compliance, community issues, Designer and Contractor or CM at Risk's MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

8.7 Site Investigations and Environmental Testing

Prior to Designer Selection, the Owner's Project Manager shall assist the Owner in determining the need for and the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects. The determination that any additional services or testing need to be performed shall rest with the Owner or Designer.

8.8 Project Records and Reports (All Phases)

The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the Owner-Owner's Project Manager, Owner-Architect/Engineer and the Owner-Contractor or Owner-CM at Risk, including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager

shall assist the Owner in responding to any public records request received by the Owner.

8.9 Schematic Design Phase

8.9.1 *Designer Selection.* The Owner's Project Manager shall coordinate the designer selection process for the Owner in accordance with the Owner's approved Designer Selection Guidelines. Services shall include:

- The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required in connection therewith.
- The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.
- The Owner's Project Manager shall assist the Owner in the negotiation of the design contract with the first-ranked firm.

8.9.2 *Schematic Design.* The Owner's Project Manager shall monitor the activities and responsibilities of the Designer during this phase and assist the Owner in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's preliminary drawings. The Owner's Project Manager shall:

- Prepare independent construction cost estimates pursuant to this Contract for comparison with the Designer's cost estimates.
- Work with the Owner and Designer to prepare the Project Schedule.

8.9.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact.

8.9.2.2 The Owner's Project Manager shall lead design coordination meetings, between the Designer and the Owner and, as required, to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.

8.9.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.

8.9.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.9.2.5 The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.

8.9.2.6 The Owner's Project Manager shall assist the Owner with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase.

8.9.2.7 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

8.9.2.8 If the Owner elects to proceed with the CM at Risk construction delivery method when directed by the Owner, the Owner's Project Manager shall, in a timely manner, assist and advise the Owner in properly preparing and submitting to the Office of the Inspector General, the application to proceed with the CM at Risk construction delivery method and in obtaining a notice to proceed, in accordance with the provisions of M.G.L. c. 149A, § 4, and the applicable regulations and procedures promulgated by the Inspector General. The Owner's Project Manager shall assist the Owner in correcting and resubmitting the application to proceed, as necessary, and in responding to any requests for additional information from the office of the Inspector General. The services provided by the Owner's Project Manager in assisting and advising the Owner with the preparation and submission of the application to proceed with the CM at Risk construction delivery method shall be included in Basic Services.

8.9.2.9 If the Inspector General issues a notice to proceed with the CM at Risk delivery method, and if the Owner, at its option, authorizes the Owner's Project Manager to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, the Parties will enter into a mutually agreed upon amendment to this Contract. In the event that a notice to proceed with the CM at Risk delivery method does not issue, the Owner, at its option, may elect to construct the project in accordance with the provisions of M.G.L. c. 149.

ARTICLE 9: EXTRA SERVICES

9.1 General

9.1.1 Extra Services are those services requested by the Owner to be performed by the Owner's Project Manager, but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner.

9.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the Owner in writing prior to the performance of any Extra Services.

9.1.3 Cost proposals for Extra Services shall be computed in accordance with the Hourly Rate Schedule established in Exhibit A.

9.2 Unless specifically prohibited elsewhere and with the prior written Approval of the Owner, the Owner's Project Manager shall perform any of the following services as Extra Services:

9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services.

9.2.2 Assisting in the appeals process of permitting boards or commissions.

9.2.3 Rebidding, re-solicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services;

9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager.

9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor or CM at Risk.

9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;

9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and

9.2.8 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.

9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Exhibit A.

ARTICLE 10: REIMBURSABLE EXPENSES

10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:

10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.

10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.

10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

10.3 The Owner's Project Manager shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract. If a Subconsultant hired to perform Basic Services performs Extra Services approved by the Owner, compensation for such Extra Services shall be made under Article 9.

ARTICLE 11: RELEASE AND DISCHARGE

11.1 The acceptance by the Owner's Project Manager of the last payment under the provisions of Article 7 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and its employees and agents, from all claims of the Owner's Project Manager and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Owner's Project Manager to the Owner with, or prior to, the last invoice.

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment

12.1.1 The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the Owner. Likewise, any successor to the Owner's Project Manager must first be approved by the Owner before performing any services under this Contract. Such written consent shall not in any way relieve the Owner's Project Manager or its assignee from its responsibilities under this Contract.

12.2 Suspension

12.2.1 The Owner may, at any time, upon seven (7) days written notice to the Owner's Project Manager, suspend this Contract. If the Owner provides such written notice, the Owner's

Project Manager shall be compensated for work satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension for which invoices have been properly submitted.

12.3 Termination

12.3.1 By written notice to the Owner's Project Manager, the Owner may terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Owner's Project Manager, all compensation and reimbursement due to the Owner's Project Manager in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Owner's Project Manager, provided no payment shall be made for work not yet performed or for anticipated profit on unperformed work. If such termination is for cause then no further payment shall be due to the Owner's Project Manager beyond the date of termination.

12.3.2 By written notice to the Owner, the Owner's Project Manager may terminate this Contract:

- (a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or
- (b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.
- (c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

ARTICLE 13: NOTICES

13.1 Any notice required to be given by the Owner to the Owner's Project Manager, or by the Owner's Project Manager to the Owner, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the Owner at the addresses indicated on page one.

ARTICLE 14: INDEMNIFICATION OF OWNER

14.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees

and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the willful misconduct or negligence of or the breach of any of the provisions of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

14.2 With respect to non-professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

14.3 The indemnification obligation in this Article shall be in addition to, and not a limitation of, any other rights and remedies available to the Owner under this Contract or at law.

ARTICLE 15: INSURANCE

15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Owner and the Owner's Project Manager or for such longer period as otherwise required under this Contract.

15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner.

15.3 The Owner's Project Manager and its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the Owner prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to

obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.

15.4 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.

15.6 The Owner's Project Manager or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. The Owner shall not be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.7 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers

15.7.1 The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

- Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner.
- Commercial General Liability Insurance (including Premises/Operations; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$3,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner. The Owner shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner.
- [Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than: a. \$1,000,000 Each Person for Bodily Injury; \$1,000,000 Each Accident for Bodily Injury; and c. \$1,000,000 Each Accident for Property Damage.]
- Valuable Papers insurance in an amount sufficient to

assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract or by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager until the final fee payment is made or all data is turned over to the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.8 Professional Liability

15.8.1 The Owner's Project Manager shall maintain professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the Owner on or before the effective date of this Contract and for a period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the Owner. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, with a deductible of no more than \$25,000 per occurrence.

In the event that the Owner terminates this Contract at or before the completion of the Schematic Design Phase "without cause" as provided in Article 12.3.1; or the Contract term ends pursuant to its own provisions at the completion of the Schematic Design Phase and the Contract is not amended to authorize the Owner's Project Manager to perform services for subsequent design phases, Construction Phases and/or Completion Phase; or the Owner otherwise elects not to proceed with the Project beyond the Schematic Design Phase, the Owner may amend this Article 15.8.

15.9 Liability of the Owner's Project Manager

Insufficient insurance shall not release the Owner's Project Manager from any liability for breach of its obligations under this Contract. Without limitation, the Owner's Project Manager shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work product covered by this Contract.

15.10 Waiver of Subrogation

To the extent damages are covered by property insurance, the Owner and the Owner's Project Manager waive all rights against each other and against the General Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors, consultants, agents, and employees of the other for damages

caused by fire or other causes of loss, except such rights as they may have to the proceeds of such insurance as set forth in the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner shall require of the General Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors Owner's Project Manager, consultants, Subconsultants, and agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, documents, models, and any other documentation, product or tangible materials authored or prepared, in whole or in part, or purchased, obtained, created by the Owner's Project Manager pursuant to this Contract (collectively, the "Materials"), other than the Owner's Project Manager's administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner as "works made for hire" or otherwise. The Owner will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Owner's Project Manager pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Owner's Project Manager. At the completion or termination of the Owner's Project Manager's services, all original Materials shall be promptly turned over to the Owner.

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:

17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and

17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .

17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.

17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L c.151B.

17.6 Certification of Non-Collusion: The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.

17.8 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with Article 17.9; and (d) This paragraph of dispute resolution provisions shall survive termination of this Contract.

17.9 Venue: Any suit by either party arising under this Contract shall be brought only in the a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

EXHIBIT A

PAYMENT SCHEDULE

In consideration of Owner's Project Manager's delivery of Basic Services, the Owner shall pay the Owner's Project Manager on an hourly basis, up to a total fee that shall not exceed \$*[insert total fee amount]*. The \$*[insert total fee amount]* fee is a cap for Basic Services related to this Contract, and the actual amount paid by the Owner for Basic Services required during the duration of this Contract may be an amount less than \$*[insert total fee amount]*. The Owner's Project Manager shall invoice the Owner based on hours worked pursuant to this Contract, according to the hourly rates below and the schedule set forth below. During the course of this Contract, the rates in effect shall not be increased above those delineated in the following table:

Hourly Rate Schedule

Title

Rate/Hr.

The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

Project Phase/Item of Work
Date

Not-to-Exceed Fee

Completion

Design Development/Construction Document Phase

Bidding Phase

Construction Phase

Extra Services (Identify by Category)

Reimbursable Services (Identify by Category)

Independent Cost Estimates

APPENDIX A
designLAB architects Preliminary Design Study

RANDALL LIBRARY PRELIMINARY DESIGN SUMMARY

TOWN MEETING - 5/14/2022

STOW, MA



designLAB architects

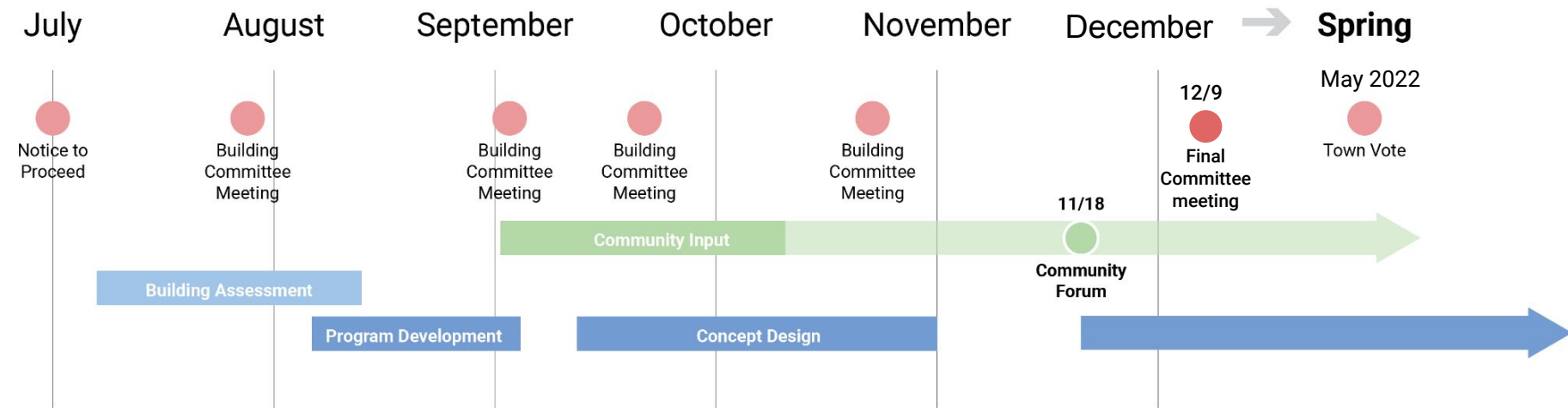
G2 G2 COLLABORATIVE
LANDSCAPE ARCHITECTURE

PROGRAMMING + CONCEPT DESIGN SCHEDULE OVERVIEW

Summer + Fall
2021



Programming + Concept Design

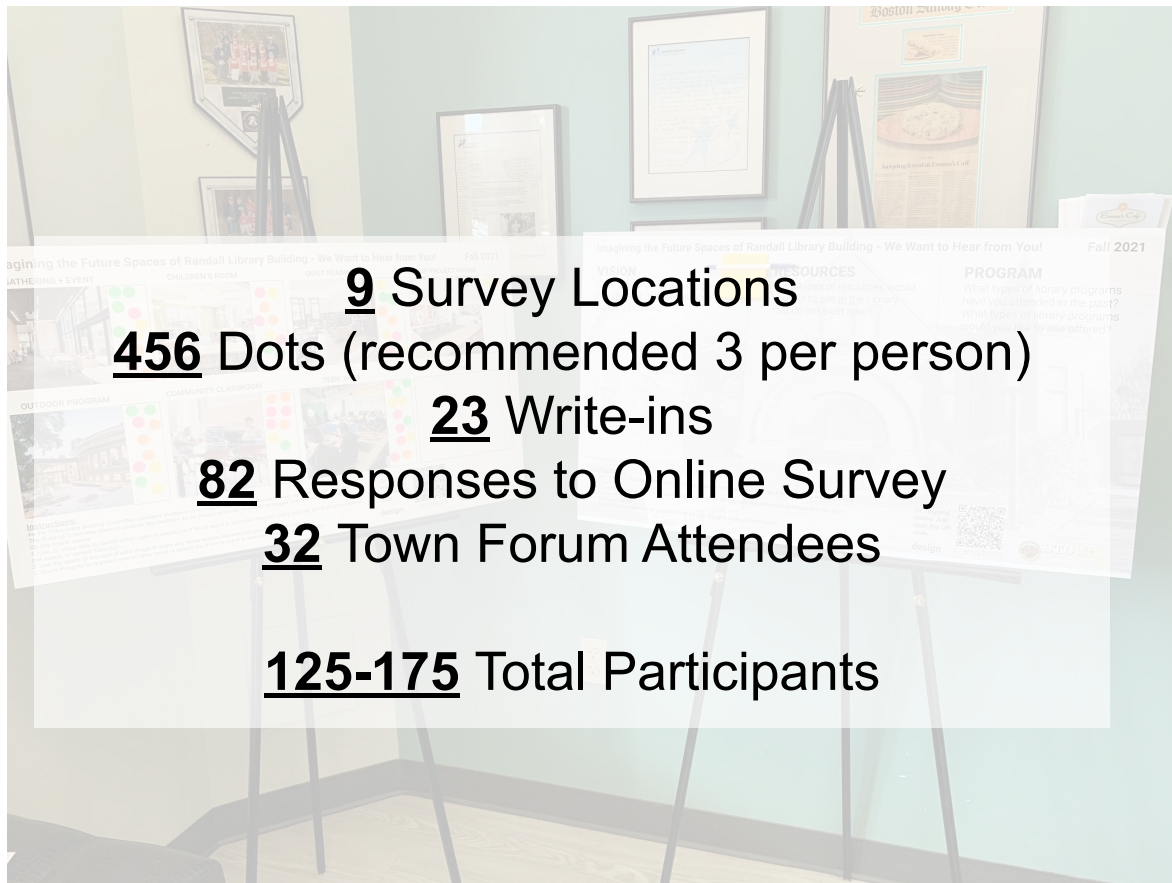


COMMUNITY PROCESS

Summer + Fall
2021



Programming +
Concept Design



9 Survey Locations

456 Dots (recommended 3 per person)

23 Write-ins

82 Responses to Online Survey

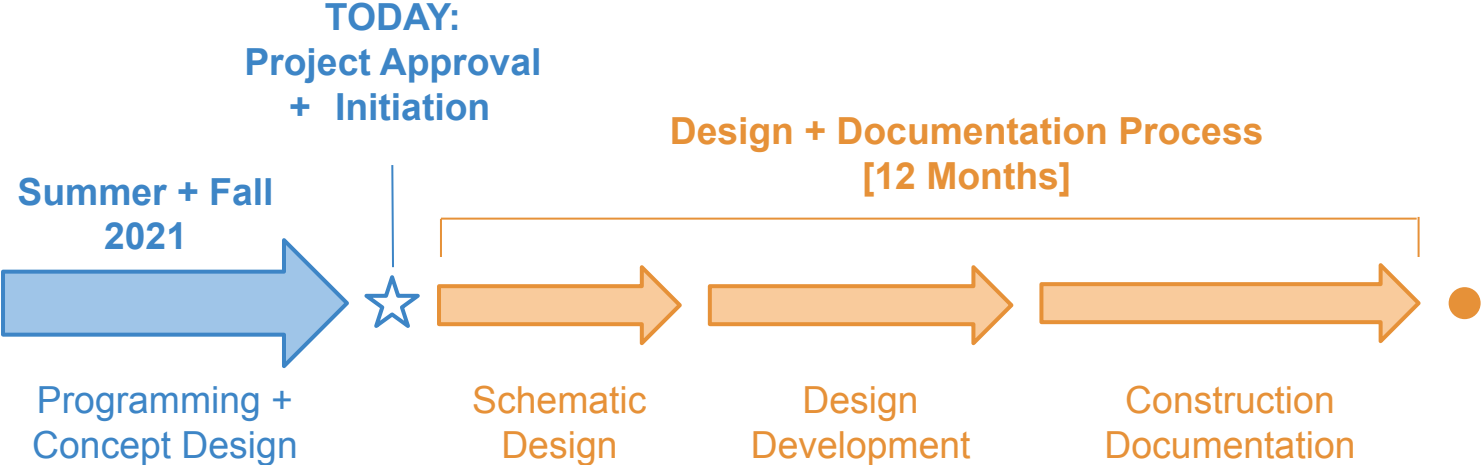
32 Town Forum Attendees

125-175 Total Participants

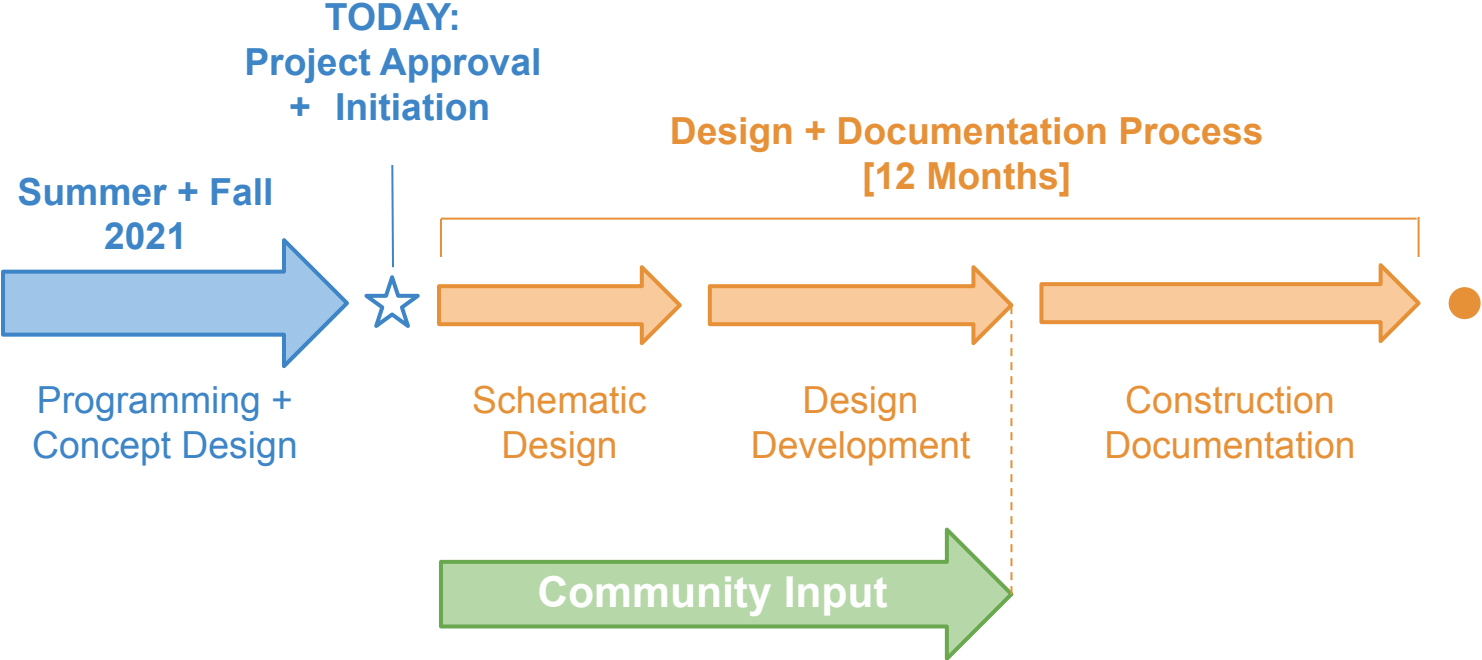
Guiding Principles

- Provide an **accessible** and **inclusive** library experience for all
- Create an **integrated architectural experience** between historic building and renovated 1970's addition and/or new addition
- Provide a **variety** of program spaces that best meet the needs of both **existing and new patrons**
- **Address** all building **envelope**, building **system** and **maintenance issues**
- Create a more **welcoming landscape** and entry experience

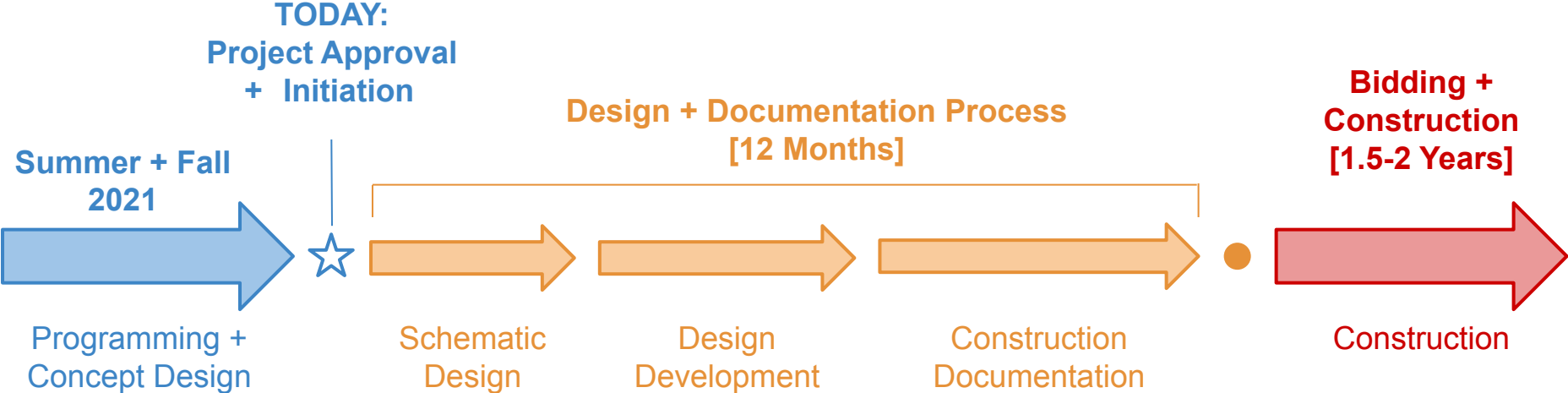
DESIGN PROCESS OVERVIEW



DESIGN PROCESS OVERVIEW



DESIGN PROCESS OVERVIEW



EXISTING CONDITION FINDINGS SUMMARY

BUILDING CODE, STRUCTURAL + ENVELOPE



EXISTING CONDITION FINDINGS SUMMARY

BUILDING CODE, STRUCTURAL + ENVELOPE



2021 leak on
slanting windows in
Children's Area on
Crescent Street side



Building Department
installed a semi-permanent
tarp on the inside to funnel
the leaks into a bucket



Recurring roof leak
damage on the
second floor of the
1970's addition

EXISTING CONDITION FINDINGS SUMMARY

BUILDING SYSTEMS



EXISTING CONDITION FINDINGS SUMMARY

LANDSCAPE + ARRIVAL



EXISTING CONDITION FINDINGS SUMMARY

LIBRARY PROGRAMMING



PROPOSED PROGRAM

Existing

+

Requests and needs
from Employee and
Community Feedback

= Program Statement

LIBRARY SUPPORT SPACES

Circulation Desk
Office Space
Processing

COLLECTION

Collections
Browsing
Reference

READING

General Reading

YOUNG ADULTS

Gathering

CHILDREN'S

Collection
Program

TECHNOLOGY

Computers

MEETING SPACE

Large Meeting

BUILDING SUPPORT

Stair
Mechanical

EXTERIOR

Program

Break room
Work Room

library of things

Quiet Reading

Collection
Browsing
Tech

Support

Modern Tech

Flexible Library Program
Small Gather Space

Elevator

Circulation Desk
Office Space
Processing
Break room
Work Room

Collections
Browsing
Reference
library of things

General Reading
Quiet Reading

Gathering
Collection
Browsing
Tech

Collection
Program
Support

Computers
Modern Tech

Flexible Library Program
Small Gather Space

Stair
Mechanical
Elevator

Program

Option A: Reuse



Option B: Add-On



Option C: Re-build



LIBRARY SUPPORT SPACES

Circulation Desk	Office Space	Processing	Break room	Work Room
------------------	--------------	------------	------------	-----------

COLLECTION

Collections	Browsing	Reference	library of things
-------------	----------	-----------	-------------------

READING

General Reading	Quiet Reading
-----------------	---------------

YOUNG ADULTS

Gathering	Collection	Browsing	Tech
-----------	------------	----------	------

CHILDREN'S

Collection	Program	Support
------------	---------	---------

TECHNOLOGY

Computers	Modern Tech
-----------	-------------

MEETING SPACE

Flexible Library Program	Small Gather Space
--------------------------	--------------------

BUILDING SUPPORT

Stair	Mechanical	Elevator
-------	------------	----------

EXTERIOR

Program

Circulation Desk	Office Space	Processing	Break room	Work Room
------------------	--------------	------------	------------	-----------

Collections	Browsing	Reference	library of things
-------------	----------	-----------	-------------------

General Reading	Quiet Reading
-----------------	---------------

Gathering	Collection	Browsing	Tech
-----------	------------	----------	------

Collection	Program	Support
------------	---------	---------

Computers	Modern Tech
-----------	-------------

Flexible Library Program	Small Gather Space
--------------------------	--------------------

Stair	Mechanical	Elevator
-------	------------	----------

Program

Circulation Desk	Office Space	Processing	Break room	Work Room
------------------	--------------	------------	------------	-----------

Collections	Browsing	Reference	library of things
-------------	----------	-----------	-------------------

General Reading	Quiet Reading
-----------------	---------------

Gathering	Collection	Browsing	Tech
-----------	------------	----------	------

Collection	Program	Support
------------	---------	---------

Computers	Modern Tech
-----------	-------------

Flexible Library Program	Small Gather Space
--------------------------	--------------------

Stair	Mechanical	Elevator
-------	------------	----------

Program

Option A: Reuse

- Least invasive
- A new sprinkler system not required
- Lowest investment

- **Realizes fewest program goals**
- Buildings do not fundamentally change
- Entry sequence from street is improved though fundamentally does not change
- Renovation results in a **'patchwork'** building systems
- **Existing septic system** reused

Option B: Add-on

- New sprinkler system and new septic system

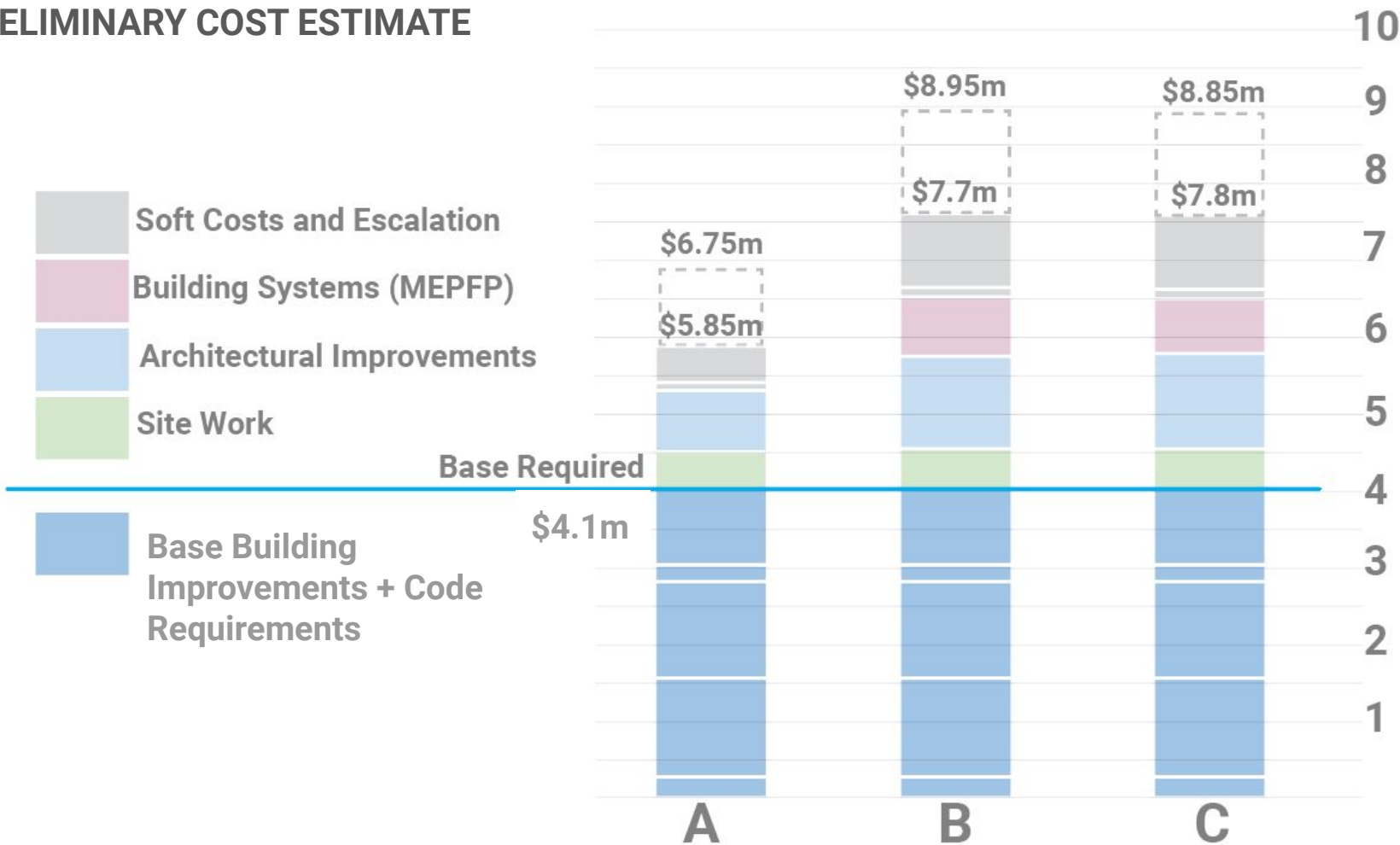
- Realizes the majority of program goals, though **not all**
- **Hard to 'right-size' spaces**
- **Complex structural modifications**
- Renovation results in a **'patchwork'** building systems
- **Low floor-to-ceiling height** in lower level of 1975 addition
- Higher Investment than Option A: Reuse

Option C: Re-build

- Achieves **all program goals** and spaces.
- Most opportunity for big impact and 'experiential change'
- **Most efficiency** in space use
- Most **adaptable** and **flexible** for future needs
- **Most impactful landscape**
- New construction **easier to maintain** (building systems and envelope)
- **New sprinkler system and new septic system**
- **Higher Ceilings**

- Higher Investment than Option A: Reuse

PRELIMINARY COST ESTIMATE



OPTION C- REBUILD ADDITION



ENTRY HALL
VIGNETTE



CHILDREN'S SPACE VIGNETTE



EXISTING ENTRY



EXTERIOR VIGNETTE SOUTH VIEW



EXISTING NORTH ELEVATION



**EXTERIOR VIGNETTE
NORTH VIEW**



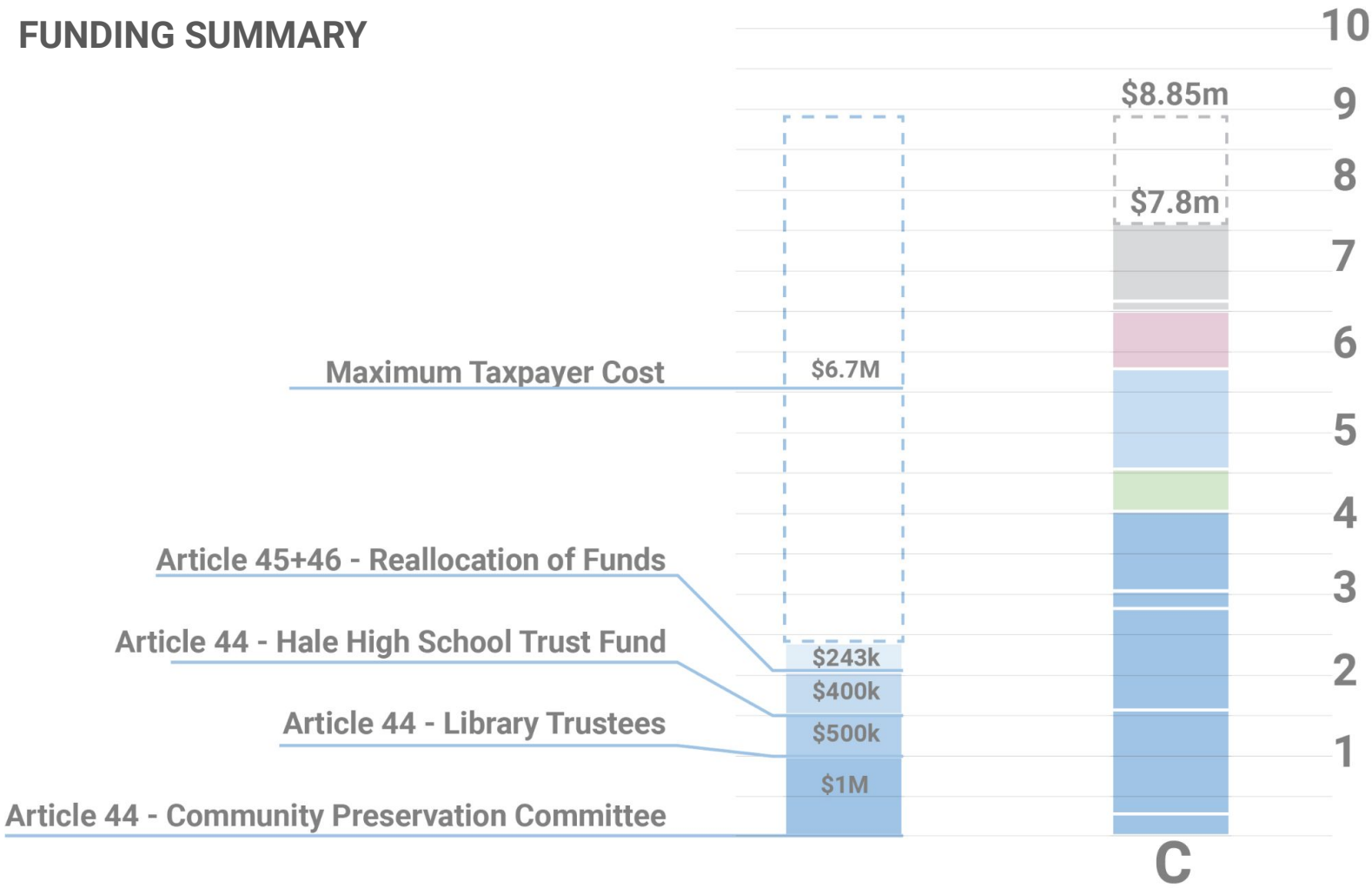
**EXTERIOR VIGNETTE
EAST VIEW**



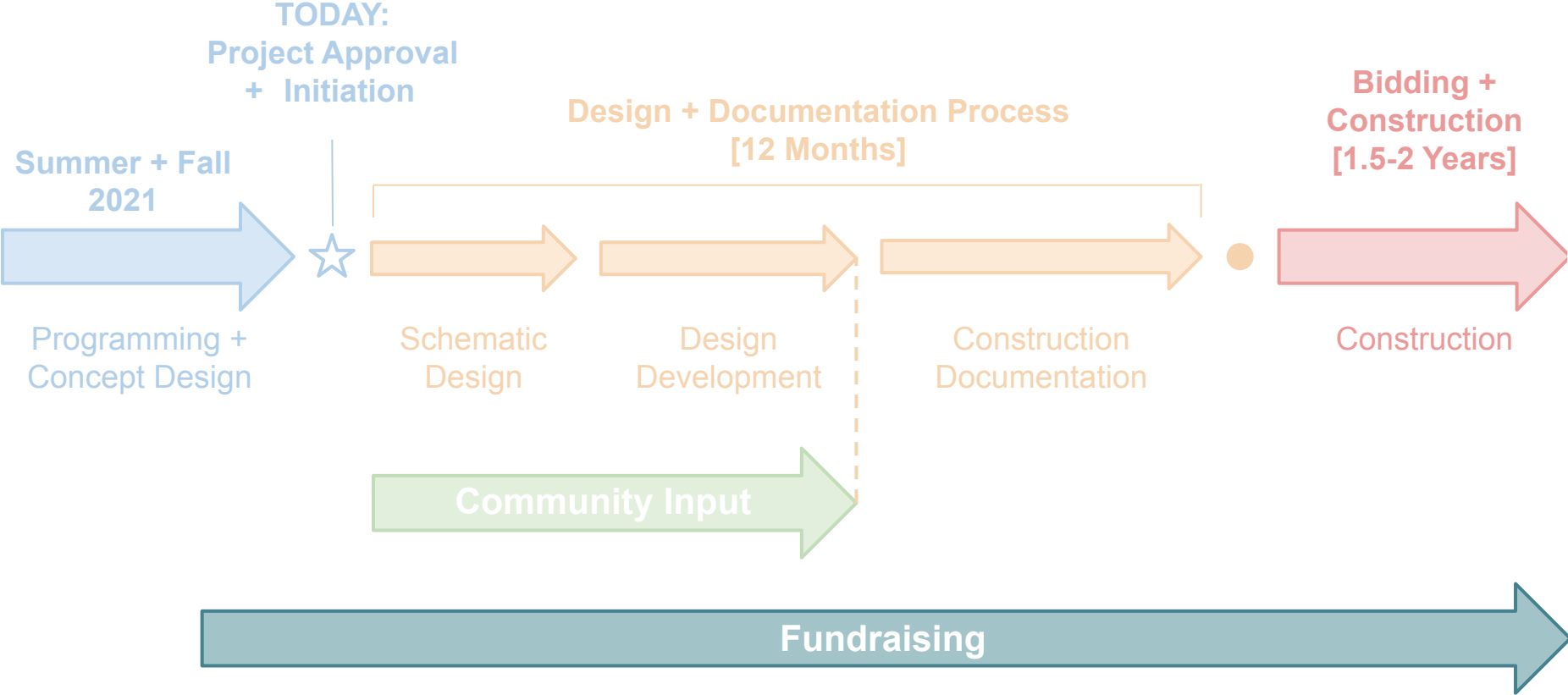
EXTERIOR VIGNETTE EAST VIEW



FUNDING SUMMARY



DESIGN PROCESS OVERVIEW



DESIGN PROCESS OVERVIEW

