

TOWN OF TISBURY
REQUEST FOR QUALIFICATIONS
FOR DESIGNER SELECTION
RELATED TO THE DESIGN AND ADDITION/RENOVATIONS
TO THE VINEYARD HAVEN PUBLIC LIBRARY

Table of Contents:

Request for Qualifications – Legal Notice
Project Background
Project Objective

Section A - Scope of Services
Section B - Submission Package Requirements
Section C - Evaluation Criteria
Section D - Selection Process
Section F – Submission Requirements
Section G - Standard Forms:

Form 1 - Certificate of Non-Collusion
Form 2 - Statement of Tax Compliance
Form 3 - Certification of Non-Segregated Facilities
Form 4 - Certificate of Authority
Form 5 - Insurance Agent Statement
Form 6 - Statement on MGL and Building Code
Form 7 - Checklist

ATTACHMENT A

Standard Designer Application Form for Municipalities and Public Agencies
Not Within DSB Jurisdiction (Update July 2016)

EXHIBIT “A”

Vineyard Haven Public Library
Existing Conditions Study, dated March 15, 2024

EXHIBIT “B”

CONTRACTURAL AGREEMENT

LEGAL NOTICE
TOWN OF TISBURY
VINEYARD HAVEN PUBLIC LIBRARY PROJECT
REQUEST FOR QUALIFICATIONS
TISBURY, MASSACHUSETTS

The Town of Tisbury, acting through its Owner's Project Manager, CHA, is soliciting proposals from qualified bidders to retain the services of Designer for the Vineyard Haven Public Library Project, as governed by the selection of designers for any municipality or local public agency building project subject to the state designer selection law, M.G.L. c. 7C, §§ 44-57. Copies of the Request for Qualifications (RFQ) document with instructions and requirements are available in hard copy at the Vineyard Haven Library (200 Main Street) or electronically by contacting Amy Ryan at amyryan@clamsnet.org

Sealed responses must be submitted no later than **4:00 PM** on Thursday, **May 09, 2024**, and must be submitted to the Library Director, at the Vineyard Haven Library (or mailed to 200 Main Street,), 200 Main Street, Vineyard Haven, MA 02568, in a package plainly marked. "DESIGNER FOR VINEYARD HAVEN PUBLIC LIBRARY". Proposals (one unbound original and two paper copies, with one electronic version on PDF format on a flash drive) must be received in a sealed envelope, clearly marked "**Design Services for Vineyard Haven Public Library**", the fee for the Design services will be negotiated.

In order to be considered eligible, Prospective Proposers must attend a mandatory site visit on Wednesday, May 1st, 2024, at 9:30 AM.

Proposals received after the time and date established herein for the opening of Proposal shall not be accepted or considered, regardless of the cause for delay in the receipt of such bids.

The Town of Tisbury reserves the right to reject any and all bids, to waive any informality in bidding, and to make the award as may be determined in the best interests of the Town.

"An Equal Opportunity Municipality - AA/MBE"

SITE DESCRIPTION

The Vineyard Haven Public Library has been at its present location at 200 Main Street since 1909. The current building was constructed in 1967 and was renovated and expanded in 2000. The building has 9,000 square feet of usable space on two levels. The ground floor level is 4,800 square feet. Partial walkout basement is 4,200 square feet. The lot area of the library property is 21,000 square feet. The Library has an on-site wastewater septic system. The Library is served by the public water supply. A copy of the last renovation plan set is available upon request. The Library is located in a residential area. The Library is within easy walking distance to “downtown” Vineyard Haven, and less than half a mile from the Vineyard Haven Steamship Authority Terminal, the year-round port of entry for the island. The Library does not have off-street parking for employees or patrons. Dedicated on-street parking is available. The Library is easily accessible for pedestrians and bicyclists. It is desirable that any changes to the Library building will maintain the residential character and scale of the neighborhood, including appropriate landscaping.

PROJECT BACKGROUND

Following a strategic planning process, the Library Board of Trustees identified inadequate meeting facilities in the Library building as detrimental to providing services desired by the community. Funding was approved at a Town Meeting in April, 2017 for the design of an addition to the building to house a multi-purpose meeting room for classes, lectures, and other cultural programs for all ages. The Town established The Vineyard Haven Library Building Design and Construction Committee (Library Building Committee), charged with producing requirements and overseeing a design process for a meeting room addition.

In 2018, the Library Building Committee issued an RFQ for Design Services, and selected Cambridge-based firm Maryann Thompson Architects, for the project. In 2019 the design team and the Library Building Committee completed a site survey, documentation, and analysis of existing conditions, and building systems assessment, and completed the programming and conceptual design phase of the Project with significant community input. Draft cost estimates were produced based on three site plans, and in May 2019 a site plan for a 1200 square foot addition was recommended by the Library Building Committee and subsequently approved by the Library Board of Trustees. A detailed schematic design and cost estimate were completed, and a capital funding campaign launched for the Project.

Concurrently, the Public Works Department and Library Administration compiled other related issues and needed updates to the building. The primary deficiencies are damage and wear, weather-tight and accessibility issues, and electrical, ventilation/HVAC, wastewater system and information technology infrastructure. To limit interruptions to Library services for the public and achieve cost savings, the scope of the Project has now been expanded to include needed repairs and improvements to the existing building and grounds, including but not limited to:

- Construction of a 1200 sq. ft. meeting room addition
- Roof replacement, repair and insulation
- Renovation of three single use restrooms
- Replacement of windows, doors, ceilings and light fixtures
- Interior painting and floor coverings
- Modernize heating, ventilation, and cooling systems
- Update landscaping for 21,100 sq. ft. lot
- Other improvements to improve accessibility and energy efficiency

The estimated total cost of the combined renovation and addition Project is \$6M \$1,100,000 in funding for building repair and renovation has been approved at Annual Town Meetings for FY2021 –FY2024, and an ongoing capital campaign through the library’s foundation (Vineyard Haven Library Building Fund, Inc.) has raised gifts or pledges of \$1,400,000 that will be made available to the Town for construction of the addition. Additional funding (once final bids have been submitted will be presented to the Town Voters for approval at a Special Town Meeting.

Information regarding building condition is attached as “Exhibit A” of this document.

It is anticipated that construction of the Project will commence in the calendar year 2025.

The Town, acting by and through its Library Building Committee, will evaluate all written submissions and a list of finalists will be developed. The Library Building Committee may, in its discretion, interview the applicants. The Library Building Committee will determine finalists and identify and rank its preferred applicants. Designee(s) of the Town will attempt to negotiate a fee for the subject professional services. If the fee negotiations are not successful with the first preferred applicant, the designee(s) will commence fee negotiations with the second preferred applicant, and so forth until a contract is negotiated and awarded.

The Town anticipates that the contract will be awarded within ten (10) days after successful conclusion of the fee negotiations with the preferred applicant and will use its best efforts to accomplish this schedule. Any application submitted in response to this RFQ shall be binding for sixty (60) days after the time of the opening of responses. The Town will NOT reimburse responders for any costs incurred in preparing responses to this RFQ.

The qualifications-based selection process is governed by M.G.L., Ch. 149, Section 44A1/2.

The minimum qualifications and comparative evaluation criteria are set forth below. Each applicant must be an individual who is, or a firm which has on its staff for assignment to the Project, an architect or professional engineer registered in Massachusetts and must have at least five (5) years of experience in the design of, expansion to and renovations of, public buildings in Massachusetts. If not a registered architect or professional engineer, the experience requirement is at least seven (7) years’ experience in construction and supervision of construction of public buildings.

PROJECT OBJECTIVE

The Town intends to hire a Designer to complete the final design of the building addition and alterations/renovations to the existing facility. The final design will closely resemble the conceptual plans that have been presented to the Selectboard and the community. The Designer will be expected to assist the Town through the Procurement Process for the General Contractor. Finally, the Designer will advise and guide the Town during the public bid process in partnership with the OPM.

SECTION A

SCOPE OF SERVICES

A1.0 PURPOSE AND INTENT OF REQUEST FOR QUALIFICATIONS

The Town of Tisbury and Vineyard Haven Library Board of Trustees, acting under the authority of its duly appointed Chief Procurement Officer, or said designee, hereinafter referred to as the Awarding Authority, will receive proposals from qualified bidders through this request for qualifications (RFQ) for retaining the services of a Designer.

- A1.1 Request for Qualifications (RFQ) document with instructions and requirements are available in hard copy at the Vineyard Haven Public Library (200 Main Street) or electronically by contacting Amy Ryan at amyryan@clamsnet.org. If the RFQ is revised, the revisions will be provided to all prospective proposers to whom the Town has distributed.

A2.0 REQUIRED SCOPE OF SERVICES

The Owner is seeking design services from design development, construction contract documents, bidding, and award of construction contract, construction administration, final closeout, and warranty period of project.

The required final scope of services will be set forth in the Town of Tisbury's Contract for Designer Services for a Chapter 149 Project. The Designer's Basic Services will consist of the tasks described in the Contract for Designer Services and this RFQ including all investigative work, design work, preparation of construction documents, bidding period administration, construction administration, and other related work reasonably inferred in the opinion of the Owner as being necessary to meet the project's stated scope and goals. Extra and reimbursable expenses will be defined. This RFQ will be appended to and become part of the Contract for Designer Services. The Designer selected because of this RFQ will be required to sign and execute a contract for Designer Services with the Town of Tisbury.

Basic Services include, but are not limited to, verification of existing information including; site conditions, architectural design, cost estimating, civil, sanitary, mechanical, electrical, plumbing, fire protection, structural, site planning, landscape architecture, environmental permitting, graphics, lighting design, interior design, FF and E, acoustics, data /communication, Technology, MAAB accessibility, energy evaluations, preparation of construction documents; bidding and administering the Construction Contract Documents and other design and consulting services incidental and required to fulfill the project goals. Each cost estimate will be reconciled with the OPM's cost estimate. Cost estimates will be required at Design Development Phase and Construction Documents Phase.

Pre-Construction Phase

- Preparation of design/specification documents/construction schedules and cost estimates (Design Development Phase).
- Create plans and specifications clearly described and broken down in accordance with the requirements of M.G.L. c. 149.
- Provide constructability and coordination review during the preparation of final construction drawings and specifications.
- Work with the OPM and Owner to manage the filed sub-bid and General Contractor bid solicitation and review process.
- Work with the OPM and Owner to identify and recommend construction priorities and construction elements which may require independent, third-party review and certification to the Town.
- Take all minutes of all required meetings and distribute.

Construction Phase

- Ensure that all required permits are secured.
- Monitor progress of construction on a regular basis, including attendance at all construction Project Meetings, taking minutes of said meetings and minute distribution.
- Provide oversight and coordination, as necessary, of the construction submittal process to ensure compliance with project requirements.
- Provide oversight of the Request for Information (RFI) process and take-action to resolve issues when possible.
- Review change order requests in conjunction with the OPM and Owner and make recommendations to the Town regarding the validity and necessity of proposed changes. Maintain appropriate tracking and control of the change order process.
- Review the General Contractor's schedule on a regular basis for accuracy and compliance with promised milestones and advise the OPM and the Owner regarding any concerns with the progress of construction.
- Working with the OPM and Owner, review payment requisitions from the General Contractor for accuracy and make recommendations as to payment to ensure prompt processing of applications for payment.
- Review project related invoices and report on accuracy and scope of services to the Town.
- Always monitor quality of construction, using any pre-established quality control procedures.
- Ensure that appropriate "as-built" drawings are being created and maintained, and that the contractor is properly recording and retaining all required manuals, samples, cut sheets, etc., related to the quality and nature of the construction in progress on the job site.
- Promote a collaborative rather than adversarial relationship among all parties.
- Attend meetings with Town boards and committees, as necessary or requested by the Town, during the project.
- Attend meetings with the OPM, Owner, Engineer /s, General Contractor, Subcontractors, and any other persons participating in the project, as necessary or requested by the Town.
- Maintain a complete project file, including, but not limited to correspondence, daily and monthly reports, payment records, schedules, and files on issues as they arise.

Closeout Services

- Assist the OPM and/or Commissioning Agent and Engineer /s with the preparation of final project punch lists and facilitate their timely completion.
- In consultation with the OPM and/or Commissioning Agent and Engineer /s, advise the Town on the timing of the approval of the General Contractor's notice of final completion and final application for payment.
- Review all warranty documents, as-built plans, and manuals to ensure compliance with the construction contract documents.
- Ensure that all building commissioning and turnover is completed properly and all applicable Town officials, including the Town Administrator, Chief Procurement Officer, Building Inspector, Department of Public Works, and public safety personnel are completely informed about the requirements for operation, maintenance and repair of building systems and equipment.
- Make sure that the Town receives a complete list of all Subcontractors and Suppliers and the applicable warranties and certificates of warranty of both.

Ongoing Services

- Maintain regular contact and communication with the Town designated officials and the designer during the project to ensure that all Town-side participants are fully and timely informed of the progress of the project, the progress and quality of the construction, and status of project expenditures as compared to the project budget.

Project phases and tasks will be clearly defined within Design contract. Each phase may include site visits, meetings with the Owner Representatives, Select Board, Owner's Project Manager, and other stake holders.

SECTION B

SUBMISSION REQUIREMENTS

B1.0 Provide one unbound original and two paper copies, with one electronic version in PDF format on a flash drive. Applications should be printed double-sided and bound in such a manner that the pages lie and remain flat when opened.

Proposals shall be addressed to the Town of Tisbury Procurement Office, in a package plainly marked. **"DESIGNER FOR PUBLIC LIBRARY"**. All proposals must be received in a sealed envelope, clearly marked **"Design Services for Tisbury Public Library"** and will be received on behalf of the Town at:

Vineyard Haven Public Library
(or mailed to 200 Main Street),
C/O Amy Ryan, Director
200 Main Street
Vineyard Haven, MA 02568

no later than **4:00 PM, Thursday, May 9, 2024.**

In order to be considered eligible, Prospective Proposers must attend a **MANDATORY** site visit on Wednesday, May 1st, 2024, at 9:30 AM.

Proposals received after the time and date established herein for the opening of proposals **shall not** be accepted or considered, regardless of the cause for delay in the receipt of such bid(s). No faxed or e-mailed proposals will be considered.

Questions must be submitted in writing, via email, or US Mail to Amy Ryan, amyryan@clamsnet.org at least five (5) days in advance of the deadline for the proposal submittal. All parties who have received a copy of the RFQ will be notified of any published answers to substantive questions, or other addenda to the RFQ.

Requests properly presented which, in the opinion of the Town, require an interpretation, correction or change in the solicitation shall be responded to in the form of an Addendum. Contents of any Addendum shall be incorporated into the Contract. Addendum will be issued to each party on record issued a solicitation. Addendum may be mailed, e-mailed, or delivered by hand to parties, as determined by the Town of Tisbury to be the most expeditious method for distribution. A copy of any Addendum as may be issued will be on file with the Town. No oral instructions shall be considered binding upon the Town of Tisbury unless confirmed by Addendum.

Modifications must be in writing, sealed and clearly labeled as such, and submitted prior to the date and hour of the proposal deadline.

A proposal may be withdrawn by written request prior to the deadline. Applicants may withdraw an application if the written request to withdraw is received by Amy Ryan, Director, amyryan@clamsnet.org, Town of Tisbury prior to the time and date of the proposal opening.

B2.0 Minimum Requirements

Selection will be made by the Select Board through the Library's Board of Trustees recommendation in accordance with the Town's Designer Section procedures. The Respondent must certify in its cover letter that they meet the following minimum requirements. Any Respondent that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration. To be eligible for selection, the Designer must meet all of the following qualifications:

- The Designer must be qualified and meet the minimum qualifications found in M.G.L Chapter 7C, Sections 44-58. Design firm must employ Massachusetts registered Architect(s) and Engineer(s) to be assigned to this project.
- Each proposer must be duly qualified and licensed to do business in Massachusetts and shall have demonstrated its financial stability to the satisfaction of Awarding Authority.
- List all claims, including insurance claims and claims in litigation or adjudicatory process or settled, brought by or against the firm/individual in the past three (3) years, including for each the reason for the claim, name(s) of claimant(s) and outcomes.
- Demonstrated ability to secure general liability insurance, worker's compensation, and automobile insurance for all proposed staff that will be involved in the project.

- Thorough knowledge of the Commonwealth of MA procurement laws, including public building construction with filed sub-bids under Chapter 149 of the MA General Laws. MA Certified Public Purchasing Official (MCPPO) certification preferred.
- Thorough knowledge of the MA State Building Code and related codes, the American with Disabilities Act, and applicable construction related codes and regulations.
- Each prospective proposer, for its proposal to qualify for consideration, must meet the requirements set forth in this RFQ and include all necessary forms and materials. Note that failure to comply with any provision contained in these specifications constitutes grounds for proposal disqualification.

B2.1 Proposal Format

The proposal format should correspond to the format listed in the chart below. Proposers should tab proposals to increase the efficiency of the review process. Responses that do not meet the required format may be subject to a lower rating when evaluated. Please note the suggested lengths of each section of a proposal - excessively large proposals with unnecessary extra content are discouraged.

Tab	Section	Topics to be included
A	Cover Letter 1 to 2 Pages	<ul style="list-style-type: none"> • Introduction of firm proposing services. • Describe your knowledge of proposed project and previous relevant and recent experience. • Indicate point of contact for the firm during the Designer selection process and his/her contact information.
B	Previous Project Experience	<ul style="list-style-type: none"> • Begin this section with a one-page overview of your recent successful relevant similar project history and include your on-time and on-budget record. • List all previous Public Library projects that you have provided design services within the last five to ten years. Please highlight those of similar size and scope specifically in MA in regional area.
C	Past Performance	<ul style="list-style-type: none"> • Please list five recent project references which are similar in size and scope to this proposed project. • Information provided should include Name and location of project, client contact information, your role and responsibility in the project, building use, dollar value of project, new construction vs. renovation, square foot size of project. • Please note any awards or other recognition awarded to you that is relevant to your design work.
D	Project Approach	<ul style="list-style-type: none"> • Describe your approach to project management. • Discuss your methods of communication with your clients throughout a project. • Provide examples of your design experience and how this knowledge helped a client to achieve a goal or to avoid a large problem.
E	Staff Assigned to Project	<ul style="list-style-type: none"> • Names, experiences, and qualifications, including professional credentials of all staff who would be assigned to the project (attach resumes). See additional requirements below.
F	Firm Stability and Capacity	<ul style="list-style-type: none"> • Describe history and ownership of the proposer.

		<ul style="list-style-type: none"> • List any past professional problems that were made public, such as bankruptcy filings. If currently involved in litigation on a project, provide narrative description of the litigation and identify all parties involved. • Describe your workload currently and your ability to undertake and commit to this project. • Geographical proximity of the firm to the project. • Provide evidence of general liability insurance, worker's compensation, and automobile insurance. • Provide evidence of at least \$1 million professional liability insurance policy currently in place.
G	Required Forms	<ul style="list-style-type: none"> • Complete Commonwealth of MA Standard Designer Application Form for Municipalities • Certificate of Non-Collusion • Certificate of Compliance with State Tax Laws • Certificate of Non-segregated Facilities • Certificate of Authority (if applicable) • Insurance Agent Statement • Statement on MGL & Building Code • Checklist (please acknowledge addenda if issued).

Additional Requirements:

In evaluating proposals, the Owner will consider all the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work, as well as whether the firm is Office of Supplier Diversity certified as an MBE and/or WBE).

Applicants must address each category of work listed in their application whether it is to be performed by in-house staff or by sub-consultant(s), as enumerated below.

1. Architecture
2. Environmental Permitting
3. Civil Engineering
4. Registered Land Surveyor
5. Structural Engineering
6. Landscape Architecture
7. Fire Protection Engineering
8. Plumbing Engineering
9. HVAC Engineering
10. Electrical Engineering
11. Data/Communications
12. Specifications Consultant
13. Cost Estimating
14. Accessibility
15. Code
16. Interior Designer

Failure to address each category may result in the elimination of the applicant from consideration on this project. Applicants should not list any consultants other than those for the categories of work listed above.

The response shall address the Respondents ability to meet the “Selection Criteria” Section including submittal of additional information as needed. The maximum length of the Response may not exceed thirty (30) double-sided pages with a minimum acceptable font size of “12 pt” for all text. Attachment A: Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016) is excluded from the total page limit.

Applicants may supplement this proposal with a limited number of graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project, the page limit should be six (6)-8 ½ x 11” pages, double-sided.

The Town of Tisbury will consider the following additional criteria in evaluating proposals:

Cover Letter must include:

- a. An acknowledgement of any addendum issued to the Request for Qualifications (RFQ).
- b. An acknowledgement that the Respondent has read the RFQ. Respondent shall note any exceptions to the RFQ in its cover letter.
- c. A specific statement regarding compliance with the minimum requirements identified in this RFQ to include identification of registration, number of years’ experience and where obtained.
- d. A description of the Respondents organization and its history.
- e. The signature of an individual authorized to negotiate and execute the Contract for Designer Services, in the contract form that is attached to the RFQ, on behalf of the Respondent.
- f. The name, title, address, e-mail, and telephone number of the contact person who can respond to requests for additional information.

Previous Project Experience - prior similar experience best illustrating qualifications for the project.

Past Performance - of the firm, if any, about municipal, public library, public safety or similar spaces:

- a. Quality of project design
- b. Quality, clarity, completeness and accuracy of plans and contract documents
- c. Ability to meet established program requirements within allotted budget
- d. Ability to meet schedules, include submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders
- e. Coordination and management of consultants
- f. Working relationship with contractors, subcontractors, local awarding authority and local officials.

Staff Assigned to Project - The qualifications of the personnel to be assigned to the project. The qualifications of the consultants who will work on the project and their prior experience with the designer.

Firm Stability and Capacity - current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract. The financial stability of the firm. Geographical proximity of the firm to the project.

SECTION C

EVALUATION CRITERIA

C1.0. COMPARATIVE EVALUATION CRITERIA

Proposals that meet the minimum submission requirements will be evaluated based on Comparative Criteria. The Awarding Authority reserves the right to ask any firm submitting proposals to provide additional supporting documentation in order to verify its response(s). Ratings of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable will be given to each of the Comparative Criteria for each proposal (all criteria measured equally). A composite rating will then be determined.

General Quality of Response

- Highly Advantageous – Exceeds all RFQ requirements, including format, understanding of the project, and completeness of the proposal.
- Advantageous – Meets all RFQ requirements, including format, understanding of project, and completeness of proposal.
- Acceptable – Meets basic proposal requirements.
- Unacceptable – Did not meet one or more response requirements.

Experience with Projects of Similar Size and Scope

- Highly Advantageous – Proposal illustrates high quality and numerous projects successfully recently completed on time and on budget with similar scope projects within Massachusetts and/or within local region.
- Advantageous – Proposal illustrates high quality and many projects completed on time and on budget with similar scope project within Massachusetts.
- Acceptable – Proposal illustrates good quality and few projects completed on time and on budget with similar scope project within Massachusetts.
- Unacceptable – Proposal does not illustrate experience similar size and scope and/or no experience in Massachusetts.

Past Performance

- Highly Advantageous – Outstanding recommendations from references regarding municipal fire station exceptional design, quality, clarity and completeness of plans and contract documents. Firm able to show projects have met scheduled deadlines and allotted budgets and contract obligations. Highly effective and congenial working relationship with all stakeholders.

- Advantageous – Above average recommendations from references regarding municipal public library above average design, quality, clarity and completeness of plans and contract documents. Firm able to show projects have met scheduled deadlines and allotted budgets and contract obligations. Good working relationship with all stakeholders.
- Acceptable – Good recommendations from references regarding public library typical design, quality, clarity and completeness of plans and contract documents. Firm able to show projects have met scheduled deadlines and allotted budgets and contract obligations. Good working relationship with all stakeholders.
- Unacceptable – One or more references indicated caution or expressed reservations and/or references listed do not include similar size and scope project(s).

Project Approach

- Highly Advantageous – Proposer provided excellent response showing superior ability to perform the scope of services.
- Advantageous – Proposer provided excellent response showing above average ability to perform the scope of services.
- Acceptable – Proposer provided adequate response that addressed most of the items found in the scope of services.
- Unacceptable – Proposer did not provide adequate responses to many of the items found in the scope of services.

Staff Assigned to Project

- Highly Advantageous – Highly qualified staff, project leader with outstanding personal recommendations with specific relevant experience.
- Advantageous – Highly qualified staff, project leader with good personal recommendations with specific relevant experience.
- Acceptable – Qualified staff, project leader with good recommendations with specific relevant experience.
- Unacceptable – Inadequate information regarding proposed team members and/or project leader's qualifications, background, or experience.

Firm Stability and Capability

- Highly Advantageous – Strong demonstration of financial stability and capability to undertake the project. Demonstration of civic recognition and overall excellent company reputation.
- Advantageous – Strong demonstration of financial stability and capacity to undertake project.
- Acceptable – Adequate demonstration of financial stability and capability.
- Unacceptable – Inability to demonstrate financial stability and/or available capability to undertake the project within the required timeframe. Ongoing or previous litigation may interfere with smooth project execution.

Interview

- Highly Advantageous – Proposer thoroughly reviewed the project size and scope and was able to describe the schedule of events with depth of understanding. Staff who would be involved in project were present at the interview. Each team member was able to establish a comfortable dialogue with the Selection Committee.
- Advantageous – Proposer has good understanding the project size and scope and was able to describe the schedule of events. Staff who would be involved in project were present at the interview. Each team member was able to establish a comfortable dialogue with the Selection Committee.
- Acceptable – Proposer understood the project size and scope and was able to describe the schedule of events. All key staff members who would be involved in project were present at the interview. Each team member was able to establish a comfortable dialogue with the Selection Committee.
- Unacceptable – The proposer was not clear on understanding of size and scope of project and/or some key persons not at interview.

Please note that not all candidates are assured of receiving an interview, it is solely under the Town's discretion to seek interviews. The evaluation of "Interview" criteria will only be used to distinguish between those with interviews.

SECTION D

SELECTION PROCESS

- The qualification-based selection process will be based on the ranking of the comparative evaluation criteria, found in Section C, by the Ad Hoc Selection Committee members. Depending upon qualified candidates, the Committee will attempt to interview a minimum of three candidates.
- The Town requires that the person(s) who will be the principal contact(s) for the project participate in the interview.
- Following the interviews, the highest ranked firm will be contacted, and a negotiation period will take place between the selected firm and one or more representatives of the Town.
- If a mutually acceptable agreement cannot be worked out between the parties, the Town reserves the right to terminate negotiations with the highest ranked proposer and begin discussions with the next highest ranked proposer.
- The Town of Tisbury reserves the right to reject any or all proposals or any parts thereof or to solicit new proposals and to award contracts as it deems in the best interest of the Town.
- The Town reserves the right to waive informalities in a proposal and to award a contract in the best interest of the Town.
- The successful proposer will be required to sign the contract presented by the Town, which shall be substantially in the form attached hereto.
- Information contained in the RFQ and successful proposer's proposal, as determined by the Town, shall be incorporated into, and become part of the contract.
- To the fullest extent permitted by law, the successful proposer will defend, indemnify, and hold harmless the Town from and against any and all liability, loss, damages, costs or expenses for bodily injury or damage to real or tangible personal property which the Town may sustain, incur or be required to pay, arising out of or in connection with the performance of the contract by reason of any negligent action/inaction or willful misconduct by the Designer, its agents, servants or employees.
- All proposals must be unconditional and shall be deemed to be public records and will become the property of the Town of Tisbury. If a proposer believes that its proposal contains proprietary or trade secret information that proposer is not willing to make public, such information may be

submitted in a separate envelope clearly marked "Confidential", and, to the extent permitted by law, such information will be treated as confidential.

- The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the Town.
- All responses and information submitted in response to this RFS are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.
- The selected firm or individual shall comply with all applicable state and federal laws in the performances of services.
- Purchases of goods and services by the Town of Tisbury are exempt from the payment of federal and Massachusetts state taxes to the extent provided by law.

SECTION G
STANDARD FORMS

G1.0 Each bidder must submit the following forms which are included in this bid package:

- Form 1 - Certificate of Non-Collusion**
- Form 2 - Statement of Tax Compliance**
- Form 3 - Certification of Non-Segregated Facilities**
- Form 4 - Certificate of Authority**
- Form 5 - Insurance Agent Statement**
- Form 6 - Statement on MGL and Building Code**
- Form 7 - Checklist**

In cases where the bidder is a corporation, the bidder shall also complete Form 4 “Certificate of Authority”, with the corporate seal stamped in the appropriate space provided on said form. Please note that additional forms and certifications will be required within contract agreement.

- G1.1 Standard forms must be completed in ink or by typewriter. The bid price for each item on the form shall be stated in figures. Discrepancies between the indicated sum of any column(s) and the correct sum of any column(s) will be resolved in favor of the correct sum. All bid forms must be signed by an officer of the company authorized to enter into contracts.
- G1.2 The Contract shall consist of, whether tangibly included or thus incorporated herein by reference, this proposal document, subsequent contracts/agreements and or addendums or revisions thereto.

END OF RFQ

FORM 1

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this 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.

The designer, interior designer or General Contractor 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 the contract for design services; no consultant to or subcontractor for the designer, interior designer or General Contractor has given, offered or agreed to give a gift, contribution or offer of employment to the designer, interior designer or General Contractor, or to any other person, corporation or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer, interior designer or General Contractor; no person, corporation or other entity, other than a bona fide full-time employee of the designer, interior designer or General Contractor, has been retained or hired by the designer, interior designer or General Contractor to solicit for or in any way assist the designer, interior designer or General Contractor in obtaining the contract for design services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer or interior designer; and the designer or interior designer has internal accounting controls as required by M.G.L. Chapter 30, Section 39R 9 (c), and the designer or interior designer has filed and will continue to file an audited financial statement as required by M.G.L. Chapter 30, Section 39R 9 (c).

Executed this _____ day of _____, 2024

Respectively submitted by:

(Authorized Signature) _____
(Date)

(Title)

Company Name: _____

Address: _____

Seal (If by Corporation):

FORM 2

STATEMENT OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the

penalties of perjury that _____ has fully complied with all
Name of Entity

laws of the Commonwealth of Massachusetts relating to the payment of taxes.

Company Name: _____

Address: _____

Social Security or
Federal Identification Number: _____

(Authorized Signature)

(Date)

(Title)

Seal (If by Corporation):

FORM 3

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Proposer certifies that it does not maintain or provide its employees any segregated facilities at any of their establishments, and that they do not permit employees to perform services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the Equal Opportunity clause, and that they will retain such certifications in their files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S. Code Section 1001.

Company Name: _____

Address: _____

(Authorized Signature)

(Date)

(Title)

Seal (If by Corporation):

FORM 4

CERTIFICATE OF AUTHORITY
(Corporations Only)

At a duly authorized meeting of the Board of Directors of _____
Name of Corporation

it was VOTED that _____ of this company is
Name and Title

authorized to execute contracts and bonds in the name of and on behalf of this
company, and affix its corporate seal hereto; and such execution of any contract
obligation in this company's name and on its behalf, said obligation to be valid and
binding upon this company.

A True Copy Attested,

Company Name: _____

Address: _____

(Authorized Signature) (Date)

(Title)

I hereby certify that I am the clerk of _____; that the
Name of Corporation

above vote has not been amended or rescinded and remains in full force and effect as
of the date of this contract.

Name of Clerk: _____ Corporate Seal:

FORM 5

INSURANCE AGENT STATEMENT

We understand that insurance requirement of this proposal and that evidence of insurability (Certificate of Insurance) will be required showing coverage liability limits prior to signing of the contract.

Name of business

Insurance Agency

Signature

Signature

FORM 6

STATEMENT ON MGL AND BUILDING CODE

I certify, on behalf of the Proposer named below, that all information provided to the Town of Tisbury in response to the Town's RFQ for Designer services for the Town's Fire Station Project is submitted under penalties of perjury and that I am familiar with the State Building Code and also Massachusetts General Laws, Chapter 149, Sections 44A-44H and Section 44M, Chapter 193 of the Acts of 2004, and General Laws Chapter 30, Section 39M.

Signed Date: _____

Name and Title: _____

Name of Proposer: _____

FORM 7

CHECKLIST

Form 1 - Non-Collusion Statement (signed)	_____
Form 2 - Tax Compliance Statement (signed)	_____
Form 3 - Certificate of Non-Segregated Facilities (signed)	_____
Form 4 - Certificate of Authority (if applicable)	_____
Form 5 – Insurance Agent Statement	_____
Form 6 – Statement on MGL and Building Code	_____
Form 7 - Checklist	_____
Attachment A: Std Designer Application Form	_____
Other Attachments	_____
Addenda Acknowledgement (if applicable)	_____

ATTACHMENT “A”

Standard Designer Application Form for Municipalities and Public Agencies Not Within DSB Jurisdiction

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	1. Project Name/Location For Which Firm Is Filing:		2. Project #																																		
			This space for use by Awarding Authority only.																																		
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:			3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)																																		
3b. Date Present and Predecessor Firms Were Established:			3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																		
3c. Federal ID #:			3g. Name and Address Of Parent Company, If Any:																																		
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: _____ Telephone No: _____ Fax No.: _____			3. Check Below If Your Firm Is Either: <div style="margin-top: 10px;"> (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/> </div>																																		
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):																																					
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Admin. Personnel _____ (_____)</td> <td style="width: 33%;">Ecologists _____ (_____)</td> <td style="width: 33%;">Licensed Site Profs. _____ (_____)</td> <td style="width: 33%;">Other _____ (_____)</td> </tr> <tr> <td>Architects _____ (_____)</td> <td>Electrical Engrs. _____ (_____)</td> <td>Mechanical Engrs. _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Acoustical Engrs. _____ (_____)</td> <td>Environmental _____ (_____)</td> <td>Planners: Urban./Reg. _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Civil Engrs. _____ (_____)</td> <td>Fire Protection _____ (_____)</td> <td>Specification Writers _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Code Specialists _____ (_____)</td> <td>Geotech. Engrs. _____ (_____)</td> <td>Structural Engrs. _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Construction Inspectors _____ (_____)</td> <td>Industrial _____ (_____)</td> <td>Surveyors _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Cost Estimators _____ (_____)</td> <td>Interior Designers _____ (_____)</td> <td>_____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Drafters _____ (_____)</td> <td>Landscape _____ (_____)</td> <td>_____ (_____)</td> <td>Total _____ (_____)</td> </tr> </table>						Admin. Personnel _____ (_____)	Ecologists _____ (_____)	Licensed Site Profs. _____ (_____)	Other _____ (_____)	Architects _____ (_____)	Electrical Engrs. _____ (_____)	Mechanical Engrs. _____ (_____)	_____ (_____)	Acoustical Engrs. _____ (_____)	Environmental _____ (_____)	Planners: Urban./Reg. _____ (_____)	_____ (_____)	Civil Engrs. _____ (_____)	Fire Protection _____ (_____)	Specification Writers _____ (_____)	_____ (_____)	Code Specialists _____ (_____)	Geotech. Engrs. _____ (_____)	Structural Engrs. _____ (_____)	_____ (_____)	Construction Inspectors _____ (_____)	Industrial _____ (_____)	Surveyors _____ (_____)	_____ (_____)	Cost Estimators _____ (_____)	Interior Designers _____ (_____)	_____ (_____)	_____ (_____)	Drafters _____ (_____)	Landscape _____ (_____)	_____ (_____)	Total _____ (_____)
Admin. Personnel _____ (_____)	Ecologists _____ (_____)	Licensed Site Profs. _____ (_____)	Other _____ (_____)																																		
Architects _____ (_____)	Electrical Engrs. _____ (_____)	Mechanical Engrs. _____ (_____)	_____ (_____)																																		
Acoustical Engrs. _____ (_____)	Environmental _____ (_____)	Planners: Urban./Reg. _____ (_____)	_____ (_____)																																		
Civil Engrs. _____ (_____)	Fire Protection _____ (_____)	Specification Writers _____ (_____)	_____ (_____)																																		
Code Specialists _____ (_____)	Geotech. Engrs. _____ (_____)	Structural Engrs. _____ (_____)	_____ (_____)																																		
Construction Inspectors _____ (_____)	Industrial _____ (_____)	Surveyors _____ (_____)	_____ (_____)																																		
Cost Estimators _____ (_____)	Interior Designers _____ (_____)	_____ (_____)	_____ (_____)																																		
Drafters _____ (_____)	Landscape _____ (_____)	_____ (_____)	Total _____ (_____)																																		
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																					

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:

CITY / TOWN / AGENCY

Prime Consultant
Principal-In-Charge

Project Manager for Study

Project Manager for Design

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.					
# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>																																
Be Specific – No Boiler Plate																																	
11.	Professional Liability Insurance: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 30%;">Policy Number</td> <td style="width: 10%;">Expiration Date</td> </tr> </table>	Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
Name of Company	Aggregate Amount	Policy Number	Expiration Date																														
12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).																																
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers: <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline																										
a.				d.																													
b.				e.																													
c.				f.																													
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline																										
a.				d.																													
b.				e.																													
c.				f.																													
15.	Names Of All Owners (Stocks Or Other Ownership): <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline																										
a.				d.																													
b.				e.																													
c.				f.																													
16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Submitted by (Signature) _____</td> <td style="width: 50%;">Printed Name and Title _____ Date _____</td> </tr> </table>	Submitted by (Signature) _____	Printed Name and Title _____ Date _____																														
Submitted by (Signature) _____	Printed Name and Title _____ Date _____																																

EXHIBIT “A”

VINEYARD HAVEN PUBLIC LIBRARY

**VINEYARD HAVEN PUBLIC LIBRARY
EXISTING CONDITIONS STUDY
dated, MARCH 15, 2024**



REVIEW AND ASSESSMENT OF EXISTING CONDITIONS AT VINEYARD HAVEN PUBLIC LIBRARY







TABLE OF CONTENTS

Introduction

Existing Conditions

Narratives

- Structural Assessment
- MEPFP Assessment
- Building and Code Compliance
- Landscape Assessment
- Architectural Assessment

Hazardous Materials Identification (see Appendix)

Existing Conditions Drawings (see Appendix)

Appendix

Existing Conditions Drawings (site plan, floor plans, sections, elevations)

Hazardous Materials Identification Report





INTRODUCTION

Tappé Architects was asked to study the existing conditions of the Vineyard Haven Public Library at 200 Main Street in Vineyard Haven Ma. The goal for this study was to aid in the understanding of the building and systems as other designers are looking at an expansion project separate from the work of Tappe. There has been no analysis of the proposed project or how it may affect the existing building. It is assumed the design architect of record for that work will be analyzing the affect of their design on the building and any work required to successfully tie that project into the existing building.

The timeframe for the study was relatively compressed, extending from 01/10/2024 to 01/31/2024.

Existing Conditions

To develop an understanding of the library site and building, the Tappé architectural and engineering team members made several on-site reviews and assessments. From these reviews, a code analysis and a series of engineering reports were developed.

Library Building Program

The Architectural team did not meet with the Building Committee members or the Library Director and staff as general programming was not in the scope of the study. The assumption of this study is that the program is generally acceptable to library operations aside from what would become added benefits with the conceived plans for addition by another architect.





STRUCTURAL ASSESSMENT

Vineyard Haven Public Library
Vineyard Haven, Massachusetts

Structural Assessment

Vineyard Haven Public Library
Vineyard Haven, Massachusetts
Structural Assessment
January 22, 2024

PURPOSE

The purpose of this report is to describe, in broad terms, the structure of the existing building; to comment on the condition of the existing building; and on the feasibility of renovation and expansion of the school.

SCOPE

1. Description of existing structure
2. Comments on the existing condition
3. Comments on the feasibility of renovation and expansion

BASIS OF THE REPORT

This report is based on our visual observations during our site visit on January 18, 2024, review of the drawings of the construction of the addition and renovations to the original library prepared by Amsler Woodhouse MacLean, Architects dated June 15, 1998. The drawings from the time of the original construction were not available for our use.

During our site visit, we did not remove any finishes or take measurements, so our understanding of the structure is limited to the available drawings and observations of the exposed structure and the exterior facade.

BUILDING DESCRIPTION

The library is located on Main Street in Vineyard Haven, Massachusetts. The original library was constructed in 1967 and the major renovations and addition was constructed in 2000. The library has not undergone any major renovations since 2000. The building is essentially a two story structure though the lower level is partially below grade and does has access to the outside.

EXISTING BUILDING

The existing structure is a two story wood, steel and concrete structure, though the lower level does not cover the full footprint of the upper level and is partially below grade. The structure is supported on traditional reinforced concrete foundations. The lower level floor slab and portion of the upper level is a concrete slab on grade. The supported floor is framed with typical dimensional lumber and plywood sheathing spanning between wide flange steel beams, steel columns and exterior concrete foundation walls. The floor of the original portion of the library was reinforced during the 2000 renovations to increase the floor live load capacity. The capacity of the floor live load was increased to 100 psf per the structural drawings from the 2000 renovations. The typical roof construction of the original construction and the addition is shop fabricated wood trusses and plywood roof sheathing. Though the attic is not accessible, there are couple of air handler units located in the attic supported

Vineyard Haven Public Library
Vineyard Haven, Massachusetts

Structural Assessment

from the roof trusses. The insulation is located at the ceiling level below the attic with air circulation through vents and fans in the gable end walls.

EXISTING CONDITIONS

We observed signs of water leaks at some locations in the library, the signs of leaks were observed in the ceilings and from windows and exterior walls. Some of the water stains are probably from condensation of the utilities in the ceiling space.

We also observed some deterioration in the exterior wall siding. We observed substantial cracks in the masonry chimney.

We did not observe any perceptible vibrations due to footfall on the supported upper level floor.

Based on our observations, majority of the library structure is in good condition and there are no major structural concerns at this time.



Typical Floor Framing



Vineyard Haven Public Library
Vineyard Haven, Massachusetts

Structural Assessment

Water Stains in the upper level ceiling



Typical Wood Roof Trusses



Engineers Design Group, Inc.

Structural

Page 3



Vineyard Haven Public Library
Vineyard Haven, Massachusetts

Structural Assessment

Substantial cracks in the masonry chimney

FEASIBILITY OF RENOVATION AND EXPANSION OF THE STRUCTURE

Depending on the scope of the renovations to the library, it may be feasible to make modifications to the existing structure without requiring full compliance with the code requirements for new construction. We would recommend that any additions be separated from the existing structure by way of expansion joints. We understand that minor renovations to the existing library and a small single story addition is planned for the library.

GENERAL CODE CONSIDERATIONS

If any repairs, renovations, additions or change of occupancy or use are made to the existing structure, an evaluation of the structure is required to demonstrate compliance with 780 CMR, Chapter 34 "Existing Building Code" (Massachusetts Amendments to The International Existing Building Code 2015). The intent of the IEBC and the related Massachusetts Amendments to IEBC is to provide alternative approaches to alterations, repairs, additions and/or a change of occupancy or use without requiring full compliance with the code requirements for new construction.

The IEBC provides three compliance methods for the repair, alteration, change of use, or additions to an existing structure. The three compliance methods are as follows:

1. Prescription Compliance Method.
2. Work Area Compliance Method.
3. Performance Compliance Method.

A summary of the structural implications of the various compliance methods follows.

Prescriptive Compliance Method

In this method, compliance with Chapter 4 of the IEBC is required. As part of the scope of this report, the extent of the compliance requirements identified are limited to the structural requirements of this chapter.

Alterations

- If the proposed alterations of the structures increase the demand-capacity ratio of any lateral load resisting element by more than 10 percent, the structure of the altered building or structure shall meet the requirements for the code for new construction.
- Where alterations increase the design gravity loads by more than 5 percent on any structural members, those members would have to be strengthened, supplemented, or replaced.

Additions

Additions can be designed to be structurally separate or structurally connected to the existing building. Based on the project scope, the following structural issues must be addressed: The requirements applicable to the existing structure for connected additions are similar to those for altered structures.

- All construction of all addition areas must comply with the code requirements for new construction in the IBC.



Vineyard Haven Public Library
Vineyard Haven, Massachusetts

Structural Assessment

- For additions that are not structurally independent of an existing structure, the following rules apply to the existing building:
 - The existing structure and its addition - acting as a single structure - must meet the requirements of the code for new construction for resisting lateral loads. Exceptions allow that structural elements that only resist lateral forces whose demand-capacity ratio is not increased by more than 10 percent may remain unaltered.
 - Any load-bearing structural element for which the addition or its related alterations causes an increase in the design gravity load of more than 5 percent shall be strengthened, supplemented or replaced. This may invoke or cause additional renovation work to access the structure.

In order to avoid invoking required structural modifications to the existing building, any planned additions should be designed as structurally separate buildings.

Work Area Compliance Method

In this method, compliance with Chapter 5 through 13 of the IEBC is required. The extent of alterations has to be classified into LEVELS OF WORK based on the scope and extent of the alterations to the existing building. Refer to the Regulatory Overview section of this report for an explanation of the Levels of Work.

This report addresses the scenario that planned renovation schemes would affect more than 50 percent of the floor area and invoke Level 3 Alteration requirements, and the following analysis is based on that assumption. In addition, there are requirements that have to be satisfied for additions to the existing structure.

Level 3 Alterations

- Any existing load-bearing structural element for which an alteration causes an increase in the design gravity load of more than 5 percent shall be strengthened, supplemented or replaced.
- If the proposed structural alterations of an existing structure exceed 30 percent of the total floor and roof areas of an existing structure, we have to demonstrate that the altered structure complies with the IBC for wind loading and with reduced IBC level seismic forces.
- Existing anchorage of all unreinforced masonry walls to the structure have to be evaluated. If the existing anchorage of the walls to the structure is deficient, the tops of the masonry walls will require new connections to the structure.
- If the proposed structural alterations of an existing structure are less than 30 percent of the total floor and roof areas of the existing structure, the project must demonstrate that the altered structure complies with the loads applicable at the time of the original construction (or the most recent major renovation) and that the seismic demand-capacity ratio is not increased by more than 10 percent on any existing structural element. Those structural elements whose seismic demand-capacity ratio is increased by more than 10 percent must be strengthened, supplemented, or replaced in order to comply with reduced IBC level seismic forces.



Vineyard Haven Public Library
Vineyard Haven, Massachusetts

Structural Assessment

Additions

- All additions shall comply with the requirements for the code for new construction in the IBC.
- Any existing gravity, load-carrying structural element for which an addition or its related alterations cause an increase in design gravity load of more than 5 percent shall be strengthened, supplemented or replaced.
- For additions that are not structurally independent of any existing structures, the existing structure and its additions, acting as a single structure, shall meet the requirements of the code for new construction in the IBC for resisting wind loads and IBC Level Seismic Forces (may be lower than loads from the Code for New Construction in the IBC), except for small additions that would not increase the lateral force story shear in any story by more than 10 percent cumulative. In this case, the existing lateral load resisting system can remain unaltered.

Performance Compliance Method

Following the requirements of this method for the alterations and additions may be onerous on the project because this method requires that the altered existing structure and the additions meet the requirements for the code for new construction in the IBC.

Summary

The existing library structure appears to be in fair condition. All of the structural components that are visible appear to be in sound condition except the items noted above. The cracks in the masonry chimney need to be repaired as soon as possible before it manifests in to a structural issue. The ongoing water leaks through the roof and the building envelope is a concern and should be addressed as soon as possible.

The compliance requirements of the two Prescriptive and Work Area Compliance methods are very similar in most respects for a major renovation. The Prescriptive Compliance Method would be more restrictive, as it would likely require that the existing lateral load resisting systems of the existing building meet the requirements of the code for new construction of the IBC, even for small increases of design lateral loads. Based on this, we would recommend the Work Area Compliance Method for the project.

Any major proposed renovations requiring modifications to the existing structure and additions would likely require that the structure be updated to meet the requirements for the Code for New Construction.



MEPFP ASSESSMENT

GRIFFITH & VARY, INC.



Mechanical, Electrical, Fire Protection and Plumbing Existing Conditions Study for Vineyard Haven Public Library

Tisbury, MA

January 24, 2024



TABLE OF CONTENTS

Plumbing.....	2
Fire Protection.....	4
Heating, Ventilation, and Air Conditioning.....	5
Electrical	7



Plumbing

1. Water service:

The 2-inch domestic water service enters the mechanical room, feeds the water meter, & splits into two separate lines. A 2" line then feeds a backflow preventer, which then feeds the remainder of the building. A 1" line runs through the exterior wall, is racked outdoors along the exterior wall, then is run underground to an unknown location. The backflow preventer has a 1" indirect waste line which drains to a floor drain.

Condition:

- The water service, associated water meter & backflow preventer appear to be in fair condition & are approaching their life expectancy.

2. Water heating:

The domestic water heating is provided by a single 50 gallon, 208V, 1PH, 3.4KW electric heater. The domestic hot water system has a dedicated recirculation pump that circulates hot water throughout the building. This system does not appear to have a mixing valve.

Condition:

- The electric water heater appears to be in good condition.
- The main building recirculation pump appears to be in fair condition & is approaching its life expectancy.

3. Water piping:

The majority of water piping is copper pipe with soldered fittings, with small renovated portions being copper pro-press fittings. The water piping system is partially insulated, with some locations having no insulation at all.

Condition:

- In general, the majority of the water piping and associated insulation is in poor condition & is past its life expectancy.



4. Sanitary systems:

The sanitary system collects waste from all fixtures throughout the building and distributes said waste to the on-site septic system. The sanitary & vent piping above slab consists of cast iron no hub piping. The Mechanical room floor drains & all under slab piping in the basement collects and runs to a duplex sewage ejector located in mechanical room. The sewage ejector then lifts up the waste to the first floor, ties into the first floor sanitary, & drains by gravity to the septic system.

Condition:

- In general, the majority of the sanitary piping appears to be in fair condition. The existing sewage ejector & associated components are in poor condition & have passed their life expectancy.

5. Storm systems:

The storm drainage is made up of gutters & downspouts which discharge to grade. There is no visible below grade storm system.

Condition:

- In general, the storm system appears to be in fair condition & is approaching its life expectancy.

6. Gas system:

- There is an existing above ground propane tank. A propane line enters the mechanical room to feed the existing boiler.

Condition:

- In general, propane tank & associated piping appears to be in poor condition & has passed its life expectancy.

7. Plumbing fixtures:

- Water closets: Floor mounted with manual flush valves.
- Lavatories: Wall hung with sensor faucets.
- Water coolers: Recessed high-low water coolers w/ chiller.
- Sinks: Stainless steel sinks w/ 8" on center faucets



- Mop Service Basin: Molded stone basin w/ wall mounted faucet
- Floor drains: Variety of nickel bronze & stainless-steel floor drains / floor sinks, depending on application.

Condition:

- The water closets & existing flush valves are in fair condition.
- The bathroom sinks & faucets are in fair condition.
- General sinks throughout the building are in fair condition.
- Water coolers appear to be in fair condition.
- Floor drains appear to be in poor condition & have passed their life expectancy.
- Mop service basins appear to be in poor condition & have passed their life expectancy.

Fire Protection

1. Fire service

A 6-inch fire service enters the building through the exterior wall in the mechanical room. After entering the building, the service reduces to a 4" & connects to a 4" double check valve assembly. Then, a 4" header is provided with one 4" wet alarm valve, & one 4" dry alarm valve. The wet alarm valve feeds the basement & first floor. The dry alarm valve feeds the attic space. Tamper & flow switches are installed along the alarm valves & check valves. Alarm devices are then wired back to an electric bell on the front of the building. This is a fully sprinkled building utilizing a mix of pendant, upright, & sidewall sprinkler heads. A 4" fire man feeds a Siamese fire department connection on the front of the building.

Condition:

- The 6" fire service and associated double check valve appear to be in fair condition & are approaching their life expectancy. The existing wet & dry alarm valves are in poor condition & have surpassed their life expectancy. The existing sprinkler heads are in fair condition & are approaching their life expectancy. The existing fire department connection is in fair condition & is approaching its life expectancy.

2. Fire protection piping



The entirety of the dry sprinkler system is made of galvanized stainless-steel pipe, while the entirety of the wet system is made of black steel. Dry sprinkler main piping has roll grooved fittings while the dry sprinkler branch piping has threaded fittings.

Condition:

- The dry galvanized stainless-steel piping is in poor condition & has surpassed its life expectancy. The wet black steel piping is in fair condition & is approaching its life expectancy.

Heating, Ventilation, and Air Conditioning

1. Boiler Plant:

Hot water for building heat is produce by a propane gas fired high efficiency condensing boiler as manufactured by Lochinvar, model KHN285. The boiler was manufactured in 2017 and has an input of 285 MBH.

Heating hot water is circulated by an inline pump as manufactured by Taco.

Because the boilers are sealed combustion, combustion air for the boiler is provided by an individual duct connected directly to the boiler.

Condition:

- The boiler system is fully operational and appears to be in good condition.
- The pumps appear to be in good condition and appear to have received proper maintenance.

2. Controls

Temperature control is managed by a variety of digital direct control (DDC) building management system components manufactured by Johnson Controls, Schneider Electric and some older generation Robert Shaw electronic controls as well.

Condition:

- The system is operational and in fair condition. However, this system is limited in its programming and scheduling capabilities.

3. HVAC System:



Air Handling Unit:

An air handling unit, manufactured by Trane has been installed within the attic space provides heating, ventilation and cooling to the 1998 addition. The air handling unit was furnished with a hot water heating coil, DX cooling coil and a grade mounted air-cooled condensing unit. The refrigeration system uses R-22 refrigerant, which has been phased out and can only be obtained on the recycled market and thusly becoming expensive.

Supply air is distributed by means of insulated ductwork and delivered to the spaces via a combination of ceiling diffusers and side wall registers.

Condition:

- Although the equipment is operational it is showing significant signs of age and there is also some damage noted on the condenser coil section of the air-cooled condensing unit. Essentially, the air handling unit and associated air-cooled condensing unit have reached the end of their service life.

Ductless Split Fancoil Systems:

The library contains multiple ductless split fancoil systems installed in various locations throughout. These units provide supplemental cooling and vary in age, type and manufacturer.

Condition:

- The condition of the indoor units is considered "good". However, the outdoor units were not properly installed by being mounted directly on grade, on small concrete pavers/pads, which has left them to being susceptible to excessive dirt and debris due to being on the ground. Furthermore, the outdoor units have not been properly secured and can be moved very easily, risking damage to wiring and refrigerant piping. It should also be noted that the refrigerant pipe insulation is very deteriorated.



Fintube Radiation:

The perimeter areas of the library are also heated by fintube radiation, which is supplied with hot water from the boiler system. The existing fintube radiation enclosure have modified to accept electronically actuated control valves

Condition:

The fintube radiation is fully functional and appears to be in good condition. Although, the control valve modification leaves the valve actuators exposed, which increases the risk of damage.

Electrical

1. Electric Service:

The electric service originates from electric utility company pole mounted transformers located at the street via underground conduit/cabling which feeds an enclosed main circuit breaker located on the Lower Level. The building meter is located on the exterior of the building in a CT cabinet.

- By visual observation, the electric service appears to be in good condition.

2. Normal Power System:

The enclosed main circuit breaker is a Cutler Hammer Pow-R-Line C, 120/208 volt, three phase, four wire with a 600/3 main circuit breaker. The enclosed main circuit breaker feeds a Cutler Hammer panelboard 600 amp, 120/208 volt, 3 phase, 4 wire labeled MDP located in the Electric Room. MDP feeds the Elevator, panelboards PP1 and PP2 and various mechanical equipment. Panelboards PP1 and PP2 are both 225A rated, 3 phase, 4 wire as manufactured by Cutler Hammer.

Condition:

- By visual observation, the enclosed main circuit breaker and panelboards appear to be in good condition.

3. Emergency Power System:

There is no generator for the building.

4. Fire Alarm:



The fire alarm control panel is addressable as manufactured by Honeywell. The fire alarm radio master box with the associated antenna located on the exterior of the building alerts the Fire Department when the fire alarm system is initiated. The fire alarm system consists of remote annunciators, smoke detectors, carbon monoxide detectors, heat detectors, duct smoke detectors, pull stations, strobes, and notification appliances. The fire alarm system appears to comply with Code.

Condition:

- By visual observation, the fire alarm system and devices appear to be in good condition.

5. Lighting:

Interior –

The interior lighting consists of a mix of fluorescent downlighting, fluorescent wall sconces, incandescent track lighting, LED downlights and specialty pendant lighting fixtures. The emergency lighting consists of exit signs with built-in battery back-up and interior emergency lighting is comprised of certain lighting fixtures with emergency battery packs throughout the building. There are remote test switches for testing of the battery packs for the lights located throughout the space as well.

Condition:

- By visual observation, the interior fluorescent lighting fixtures appear to be in fair condition, while the LED lighting fixtures appear to be in good condition.

Exterior –

Lighting consists of wall mounted spot lighting fixtures and wall sconces. The exterior of the building does not have remote emergency light heads.

Condition:

- The exterior lighting by visual observation appears to be in poor condition.

Lighting Controls –

Interior lighting is controlled by local wall toggle switches.

Exterior lighting is controlled by timeclocks.



Condition:

- The lighting controls by visual observation appear to be in fair condition.

6. Receptacles:

Receptacles are ground type, with some GFCI type throughout the building. Receptacles have been added over the years through the use of EMT conduit with surface boxes. There are some floor boxes that are located on the Lower Level that are being used to power powered furniture. Exterior receptacles are GFCI type in weatherproof enclosures located near mechanical equipment and a few locations around building for convenience usage.

Condition:

- Receptacles by visual observation appear to be in fair condition while the floor boxes appear to be in very poor condition.

7. Lightning Protection:

The building does not have a lightning protection system.

8. Bi-directional Amplifier System:

The building does not appear to have a bi-directional amplifier system.

9. Wiring:

Wiring is made up of MC cabling, FA MC cabling, EMT, Rigid, and PVC conduit.



BUILDING AND CODE ASSESSMENT

HASTINGS CONSULTING

Building, Fire & Access Codes • Fire Protection Engineering

Vineyard Haven Library

Tisbury, Massachusetts



Existing Building Code Report

Prepared By: Kevin S. Hastings, P.E., LEED AP

Date: January 26, 2024

hastings-consulting.com ■ 142 Hanlon Road, Holliston, MA 01746 ■ 508.397.8417



Table of Contents

Introduction	3
International Existing Building Code	3
1. Work Area and Classification of Work:	4
2. Occupancy Classification:	4
3. Construction Type:	4
4. Height and Area Limitations:	5
5. Fire Resistance Ratings:	5
6. Interior Finishes:	5
7. Means of Egress:	6
8. Required Fire Protection Systems:	8
9. Energy Code Provisions for Existing Buildings	8
10. Ventilation Requirements	8
11. Structural Provisions for Existing Buildings	9
12. Accessibility for Persons with Disabilities	9
Appendix: Assessed Value	11



Vineyard Haven Library
January 26, 2024
Page 3

Introduction

Vineyard Haven Public Library is an existing building containing book stacks, reading areas, meeting rooms, offices, and storage. This code summary is based on a site visit conducted on January 18, 2024 and available existing building information.

According to IEBC MA Amended Section 104.2.2.1, any building regulated by 780 CMR undergoing a renovation must be investigated and evaluated in accordance with the code in a written report form. The purpose of this report is to serve as the existing building evaluation report for its major fire protection, life safety, and accessibility features.

Following is a list of applicable codes:

Code Type	Applicable Code (Model Code Basis)
Building	780 CMR: Massachusetts State Building Code, 9 th Edition ¹ (2015 International Building Code) (2015 International Existing Building Code)
Fire Prevention	527 CMR: Massachusetts Fire Prevention Regulations (2021 NFPA 1 Fire Code) M.G.L. Chapter 148 Section 26G – Sprinkler Protection
Accessibility	521 CMR: Massachusetts Architectural Access Board Regulations 2010 ADA Standards
Electrical	527 CMR 12.00: Massachusetts Electrical Code (2023 National Electrical Code)
Elevators	524 CMR: Massachusetts Elevator Code (ASME A17.1-2013/CSA B44-13)
Mechanical	2015 International Mechanical Code (IMC) ¹
Plumbing	248 CMR: Massachusetts Plumbing Code
Energy Conservation	2021 International Energy Conservation Code (IECC) & Stretch Energy Code (225 CMR 23)

¹ Although a specific date has yet to be announced, the State is in the process of adopting the 2021 International Codes as the 10th Edition of 780 CMR and they are expected to take effect in the second half of 2024. The effective code is based on the date of the building permit application. The new code does not impact the code requirements summarized in this report however.

International Existing Building Code

The International Existing Building Code with Massachusetts amendments allows for 3 separate compliance methods, the Prescriptive Method (in general, altered areas must comply with the code for new construction), Work Area Method (level of compliance is based on the

Vineyard Haven Library
January 26, 2024
Page 4

classification of work), and Performance Compliance Method (numerical method that allows tradeoffs for deficiencies). This report is based on the Work Area Method.

1. Work Area and Classification of Work:

The requirements in the IEBC area based on the classification of the work as Alteration Level 1, 2 or 3. This is based on the extent of the project "work area", which is defined as the area within which architectural reconfiguration will occur (IEBC Chapter 2). Areas where the only work will be new finishes, furnishings, or installation of new building systems are not classified as part of the work area. The levels of work are defined as follows:

Level 1 Alteration	No architectural reconfiguration, no work area.
Level 2 Alteration	Aggregate size of work areas (architectural reconfigured area) does not exceed 50% of the gross building area.
Level 3 Alteration	Aggregate size of all work areas (architectural reconfigured area) exceeds 50% of the gross building area.

For the purposes of this report, it has been assumed that if the building is renovated it will undergo a Level 2 or Level 3 Alteration, in which case IEBC Chapters 7, 8, and 9 apply.

A future edition will also require compliance with IEBC Chapter 11, which requires the new addition to comply with the code requirements for new construction.

2. Occupancy Classification:

- Use Group A-3 (Library and Meeting Rooms with 50+ Occupants)
- Use Group B (Offices and Small Meeting Rooms (< 50 Occupants))
- Use Group S-1 (Storage)

3. Construction Type:

The building appears to be of unprotected wood-framed construction, classified as Type VB.



Existing Structure



4. Height and Area Limitations:

An addition cannot increase the height or area of an existing building beyond the limits allowed for new construction in the IBC. The following table summarizes the height and area limitations for the most restrictive Use Group A-3 occupancy and Type VB construction.

Code Reference	Type VB – Use Group A-3 Fully Sprinklered	
	Height	Area
<u>IBC Tables 504.3, 504.4 & 506.2:</u> Tabular Value	2 St. (60 ft)	18,000 ft ²
<u>IBC Section 506.2</u> Frontage Increase (50% Open)	-	+1,500 ft ²
Height & Footprint Area Allowed	2 St. (60 ft)	19,500 ft²
Actual Height & Footprint Area	2 St.	Approx. 5,200 ft²

As indicated in the table above, a two-story addition up to approximately 14,300 ft² per floor would be allowed (presumably larger than the existing lot size would allow however).

5. Fire Resistance Ratings:

The following table summarizes the required fire resistance ratings for various building elements and Type VB construction:

Building Element	Fire Resistance Rating (Hrs)
Primary Structural Frame	0
Exterior Bearing Walls	0
Interior Bearing Walls	0
Exterior Non-Bearing Walls	0
Interior Non-Bearing Walls	0
Floor Construction	0
Roof Construction (not including Primary Structural Frame)	0

6. Interior Finishes:

The existing interior finish of walls and ceilings in the work area and in all exits and corridors serving the work area must comply with the code requirements for new construction (IEBC 803.4). All newly installed wall and ceiling finishes, and interior trim materials must also

Vineyard Haven Library
January 26, 2024
Page 6

comply with IBC Table 803.11 (IEBC 702.1, 702.2, 702.3). The requirements are summarized below:

Walls & Ceilings (IBC Table 803.11) – Fully Sprinklered

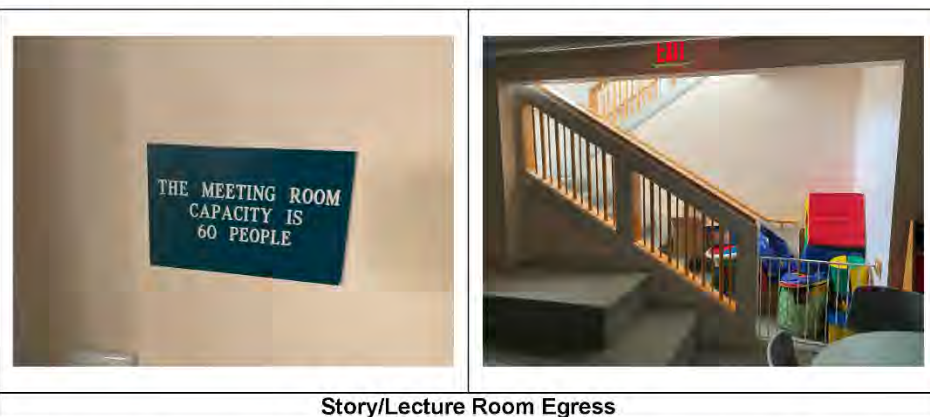
Use Group:	B & S	A
Exit Access Corridors	Class C	Class B
Rooms & Enclosed Spaces	Class C	Class C

The existing finishes generally consisted of painted drywall and suspended ceilings that appear to comply with the above requirements.

7. Means of Egress:

Means of egress conforming to the requirements of the building code under which the building was constructed shall be considered compliant means of egress if, in the opinion of the code official, they do not constitute a distinct hazard to life (IEBC 805.2).

The only hazardous condition noted during the site visit is that the Lower Level Story/Lecture Room has a posted occupancy of 60 people and requires two means of egress. The second means of egress from this room is an open stair to the upper level that is current used for storage and has a child safety gate that both obstruct egress in an emergency. If the room will be used for any events with more than 49 occupants these obstructions must be removed regardless of whether the building is renovated.



Story/Lecture Room Egress

The means of egress including the number of exits and egress capacity must be sufficient for the number of occupants on all floors (780 CMR 102.6.4). Both Floors have multiple exterior exit doors directly to grade, and the Lower Level is also served by two open exit access stairs that are allowed to be used for egress under IBC Section 1019.3. The existing means of egress provide more than adequate capacity for the building.

Vineyard Haven Library
January 26, 2024
Page 7

Level 3 Alteration Egress Requirements

If the building undergoes a Level 3 Alteration, the means of egress throughout the work areas are required to comply with Chapters 7 and 8 of the existing building code; the remaining portions of the building must maintain or improve their current level of egress (IEBC 704.1 & 805.1). These chapters include the following provisions:

- 7.1 All rooms or spaces in the work area with a travel distance of over 75 feet or with an occupant load greater than 50 must be provided with two egress doors (IEBC 805.4.1.1).

The Story/Lecture room is the only individual space with greater than 50 occupants and is provided with two means of egress as required.

- 7.2 In the work area and in the egress path serving the work area egress doors must swing in the direction of egress travel where serving an occupant load of 50 or more people (IEBC 805.4.2). Where the work area exceeds 50% of the floor the entire floor must comply with this section (IEBC 805.4.2.1).

All of the existing primary egress doors swing in the direction of egress as required.

- 7.3 In any work area, and in the egress path from the work area to an exit discharge, any doors that serve 100 occupants or more in Group A areas must be equipped with panic hardware (IEBC 805.4.4). Where the work area exceeds 50% of the floor this requirement applies throughout the floor (IEBC 805.4.4.1).

The existing primary egress doors with latches generally include panic hardware as required. The front entrance doors are powered sliding doors that can be pushed open in an emergency as required. However, there is at least one existing exit door (side door from the Young Adult area on the Lower Level) that is not provided with panic hardware.



- 7.4 In the work area the maximum existing dead-end corridor length must be < 35 feet or 2.5 times the least width of space (IEBC 805.6).

No dead-end corridors beyond these limits were noted during the site visit.

- 7.5 Illuminated exit signs and means-of-egress lighting must be provided in all work areas in accordance with the code for new construction (780 CMR 102.6.4). If the work area exceeds 50% of the floor area, this requirement applies to the entire floor (IEBC 805.7.2 & 805.8.2)



*Vineyard Haven Library
January 26, 2024
Page 8*

The building includes illuminated exit signs and emergency lighting throughout. Although a detailed review was not conducted, no significant deficiencies were noted.

8. Required Fire Protection Systems:

The following fire protection systems are required in the areas noted:

- Automatic Sprinkler System – the existing building appears to be fully sprinklered. Any alterations must modify the sprinkler system as necessary to maintain compliance with NFPA 13 (IEBC 703.1).
- Fire Alarm System – for a Level 2 Alteration existing previously approved fire alarm systems are permitted to remain (IEBC 804.4.1 Exception 1). A Level 3 Alteration requires a fire alarm system that complies with the code requirements for new construction (IEBC 904.2).

The building has an existing modern fire alarm system which can remain for a Level 2 Alteration and may also be sufficient for a Level 3 Alteration, although a more detailed evaluation would be required (see electrical engineer's report).

- Fire extinguishers (527 CMR 1 Section 13.6 & IBC 906.1). Fire extinguishers must be located throughout the building so that the maximum travel distance to an extinguisher is less than 75 feet.

The building includes existing fire extinguishers, however a detailed survey of existing extinguisher locations was not conducted.

9. Energy Code Provisions for Existing Buildings

The Massachusetts Stretch Code as adopted by the Town of Tisbury adopts the 2021 International Energy Conservation Code (IECC) with Massachusetts Amendments (225 CMR 23). Alterations to an existing building, building system or portion thereof must conform to the provisions of the IECC as those provisions relate to new construction without requiring the unaltered portions of the existing building or building system to comply (IECC C503.1). Although this code does not have a full-compliance threshold, any new equipment must also comply with the Stretch Code amendments to the 2021 IECC.

Additions to an existing building where the addition is up to 100% of the size of the existing building and less than 20,000-sf must comply with IECC Sections C401.3, C402 through C406, and Section C408.

10. Ventilation Requirements

All reconfigured spaces must provide mechanical or natural ventilation in accordance with the International Mechanical Code, except that existing ventilation systems are permitted to

Vineyard Haven Library
January 26, 2024
Page 9

remain provided they achieve not less than 5cfm of outdoor air per person and not less than 15 cfm of ventilation air per person (IEBC Section 809).

11. Structural Provisions for Existing Buildings

Structural alterations and/or additions to buildings must be evaluated by a registered structural engineer to determine compliance with the IEBC based on the proposed scope of work.

12. Accessibility for Persons with Disabilities

Massachusetts Architectural Access Board Regulations

Massachusetts has a unique state-written code that applies to all public buildings in the state, referred to as 521 CMR. The definition of a "public building" includes all privately or publicly financed buildings that are open to and used by the public. Vineyard Haven Library is considered a Place of Assembly and Educational Facility and subject to compliance with 521 CMR Sections 12 and 14.

Administrative spaces, instructional spaces, and areas open to the general public are subject to the requirements of 521 CMR. Employee-only work areas and building service spaces that are not accessible to the public are not currently regulated by 521 CMR.

Existing buildings are not required to retro-actively comply with 521 CMR, however if the building is renovated the level of compliance with 521 CMR is based on the cost of the proposed work:

- A. If the cost of the proposed work is less than \$100,000, only the new work must comply.
- B. If the cost of the proposed work is greater than \$100,000 then all new work must comply and the existing building must include an accessible public entrance, toilet room, and drinking fountain (521 CMR Section 3.3.1(b)). Exempt work when calculating the cost of work includes roof repair or replacement, window repair or replacement, and repointing and masonry repair work unless the exempt work exceeds \$500,000.

The building has an existing entrance, toilet room, and drinking fountain, although there are some deficiencies (i.e. toilet room door clearance on pull side). If the cost of renovations exceeds the \$100,000 threshold additional alterations would be required to achieve full compliance. See the 2019 Accessibility Survey for a full list of existing deficiencies related to the toilet room, entrance, and drinking fountain.

- C. If the cost of the proposed work is greater than 30% of the full and fair cash value of the existing building, the entire building is required to comply with 521 CMR (521 CMR Section 3.3.2). There is no exempt work, i.e. the entire project costs apply to determining the 30% criteria.

The cost of all work performed on a building in any 36-month period must be added together in determining the applicability of 521 CMR (521 CMR Section 3.5). The full and fair cash value of the building is defined as the 100% equalized assessed value.



*Vineyard Haven Library
January 26, 2024
Page 10*

The Town of Tisbury Assessor's website lists the total building value at \$2,971,300 (see attached appendix). Based on the State Department of Revenue's website, the Assessment Ratio for Tisbury is 0.96, which means the 100% equalized assessed value for the building is \$3,095,104 and the compliance threshold is \$928,531.

The building has an existing entrance, toilet room, and drinking fountain, although there are some deficiencies (i.e. toilet room door clearance on pull side). If the cost of renovations and a new addition exceeds the 30% threshold additional alterations would be required to achieve full compliance. See the 2019 Accessibility Survey for a full list of existing deficiencies.

Americans with Disabilities Act Guidelines

The ADA Guidelines are not enforced by the Commonwealth of Massachusetts, they can only be enforced through a civil lawsuit or complaint filed with the U.S. Department of Justice. Compliance with the ADA Guidelines is triggered by renovations to the existing building. All renovations to the building must be made to ensure that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities (28 CFR Part 36 Section 36.402(a)). Alterations made to provide an accessible path of travel to altered areas and accessible facilities (i.e. provide accessible toilet facilities) are not required if the cost exceeds 20% of the total cost of the alteration (28 CFR Part 36 Section 36.403(f)). However, if the cost to meet these accessibility requirements does exceed 20%, alterations are still required to the maximum extent that the area can be made accessible without exceeding the 20% criteria (28 CFR Part 36 Section 36.403(g)). The ADA also contains less stringent dimensional requirements for some building elements in an existing building where it is infeasible to meet the requirements for new construction (ADA Section 4.1.6).

The required level of compliance with 521 CMR will also satisfy ADA requirements for renovated buildings.



*Vineyard Haven Library
January 26, 2024
Page 11*

Appendix: Assessed Value



Property Card: 200 MAIN ST
Town of Tisbury, MA

Parcel Information	
	<p>Parcel ID: 6-F-6 Vision ID: 592</p> <p>Owner Name and Mailing Address: TISBURY TOWN OF LIBRARY</p> <p>BOX 1239 TISBURY, MA 02568</p>
General Information	Assessed Value
<p>Map: 6 Block: F Lot: 6</p> <p>Use Description: IMP SELECT M94 Zone: R10 Land Area in Acres: 0.5</p>	<p>Land: \$734700 Buildings: \$2971300 Extra Bldg Features: \$54500 Outbuildings: \$4300 Total: \$3764800</p>
	Sale History
	<p>Sale Date: 3/23/1910 Sale Price: \$0</p>

Building Details: Building # 1	
	<p>Living Area: 7479 Style: Library Stories: 1 No. Total Rooms: No. Bedrooms: No. Baths: No. Half Baths:</p>
<p>Kitchen Desc: Interior Wall Desc 1: Drywall/Sheet Interior Wall Desc 2: Exterior Wall Desc 1: Wood Shingle Exterior Wall Desc 2:</p>	<p>Roof Cover Desc: Asph/F Gls/Cmp Roof Structure Desc: Gable/Hip Heat Type: Hot Water Heat Fuel: Gas A/C Type: Central</p>

Property Location Vision ID 592		200 MAIN ST Account #		Map ID 6/F / B / I		Bldg # 1		Bldg Name Sec # 1 of 1		Card # 1 of 1		State Use 931C Print Date 12/6/2023 11:08:52 A							
CURRENT OWNER				TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT											
TISBURY TOWN OF LIBRARY					2' Public Water			Description	Code	Appraised	Assessed	1306 TISBURY MA							
								EXEMPT	931C	3,030,100	3,030,100								
BOX 1239				SUPPLEMENTAL DATA				EXM LAND	931C	730,900	730,900	VISION							
TISBURY MA 02568				Alt Prcd ID 00006F 00000 00006				BETTERM											
				NEW PER															
				RES EXE															
				GIS ID M_274875_801419				Assoc Pld#											
								Total	3,761,000	3,761,000									
RECORD OF OWNERSHIP				BK-VOL/PAGE	SALE DATE	QU	VI	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)									
TISBURY TOWN OF				123 344	03-23-1910	U	V		H	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed	
										2023	931C	3,030,100	2022	931C	2,906,300	2021	931C	2,906,300	
											931C	734,700		931C	421,000		931C	388,900	
										Total	3,764,800	Total	3,327,300	Total	3,305,200				
EXEMPTIONS				OTHER ASSESSMENTS															
Fiscal	Code	Description		Amount	Code	Description	Number	Amount	Comm Int	This signature acknowledges a visit by a Data Collector or Assessor									
										APPRAISED VALUE SUMMARY									
				Total	0.00						Appraised Bldg Value (Card) 2,971,300								
ASSESSING NEIGHBORHOOD																			
Nbhcd	Nbhcd Name			B	Tracing			Batch			Appraised Xf (B) Value (Bldg) 54,500								
0100											Appraised Ob (B) Value (Bldg) 4,300								
NOTES																			
				Appraised Land Value (Bldg) 730,900															
				Special Land Value 0															
				Total Appraised Parcel Value 3,761,000															
				Valuation Method C															
3 HALF BATHS= 2 PUBLIC, 1 EMPLOYEE																			
XFIX=KTCHN SNK, UTILITY SNK																			
BUILDING PERMIT RECORD				VISIT / CHANGE HISTORY															
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result					
10200	03-27-2017	CM	Commercial	0	100	01-01-2018		REPLACE GUTTERS & SHUT	10-01-2021	AP	01		00	Messur+Listed					
5936	11-26-2000	DE	Demoish	0	100	01-01-2001		REMOV PERGOLA	05-20-2021	AP	03		51	Messur+1visit Sent Letter					
5691	01-07-2000	CM	Commercial	14,800	100	01-01-2001		RAILS/STAIRS	12-11-2017	AP	04		01	Messur+1Visit					
5374	12-09-1998	AD	Addition	1,340,000	100	01-01-2001		ADDN RENO	05-17-2017	DT			50	FieldRvw/Reval					
4519	06-15-1995	CM	Commercial	25,000	100	01-01-1996		A/C SYSTE	06-17-2014	DT			50	FieldRvw/Reval					
									06-05-2013	AP			50	Messur+Listed					
									05-01-2013	AP	03		51	Messur+1visit Sent Letter					
LAND LINE VALUATION SECTION																			
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhcd.	Nbhcd Adj	Notes	Location Adjustment	Adj Unit Pric	Land Value				
1	931C	IMP SELECT MS	R10		21,780	SF	18.84	1.00000	4	1.00	0100	1.800		0	33.56 730,900				
					Total Card Land Units	0.50	AC	Parcel Total Land Area 0.50					Total Land Value 730,900						

Property Location	200 MAIN ST	Map ID	6/F / 6//	Bldg Name		State Use	931C
Vision ID	592	Account #		Bldg #	1	Sec #	1 of 1
						Card #	1 of 1
						Print Date	12/6/2023 11:08:53 A

CONSTRUCTION DETAIL					CONSTRUCTION DETAIL (CONTINUED)				
Element	Cd	Description	Element	Cd	Description				
Style:	57	Library							
Model	94	Commercial							
Grade	07	Good+10							
Stories:	1								
Occupancy	1.00								
Exterior Wall 1	14	Wood Shingle							
Exterior Wall 2									
Roof Structure	03	Gable/Hip							
Roof Cover	03	Asph/F Gls/Cmp							
Interior Wall 1	05	Drywall/Sheet							
Interior Wall 2									
Interior Floor 1	14	Carpet							
Interior Floor 2	05	Vinyl/Asphalt							
Heating Fuel	03	Gas							
Heating Type	05	Hot Water							
AC Type	03	Central							
Bldg Use	931C	IMP SELECT M94							
Total Rooms									
Total Bedrms	00								
Total Baths	3								
Gas Location									
Gallons									
Heat/AC	01	HEAT/AC PKGS							
Frame Type	02	WOOD FRAME							
Baths/Plumbing	02	AVERAGE							
Ceiling/Wall	05	SUS-CEIL & WL							
Rooms/Prtns	02	AVERAGE							
Wall Height	9.00								
% Conn Wall	0.00								
1st Floor Use:	903C								
MIXED USE									
Code	Description		Percentage						
931C	IMP SELECT M94		100						
			0						
			0						
COST / MARKET VALUATION									
RCN			3,301,437						
Effective Base Rate			424.95						
Year Built			1960						
Effective Year Built			2012						
Depreciation Code			R						
Remodel Rating									
Year Remodeled									
Depreciation %			10						
Functional Obsol			0						
Economic Obsol			0						
Trend Factor			1						
Condition									
Condition %									
Percent Good			90						
RCNLD			2,971,300						
Dep % Ovr									
Dep Ovr Comment									
Misc Imp Ovr									
Misc Imp Ovr Comment									
Cost to Cure Ovr									
Cost to Cure Ovr Comment									
OB - OUTBUILDING & YARD ITEMS(L) XP - BUILDING EXTRA FEATURES(B)									
Code	L/B	Units	Unit Price / Yr Bt	Cond.	Cd	% Good	Grade	Grade Adj	Appr. Value
ELEV	ELEVATOR	B	2	25000.00	2007	90	0.00		45,000
SGN1	SGN-1 SD W/	L	18	22.00	2000	90	0.00		200
PAT1	PATIO-AVG	L	900	4.50	1999	100	0.00		4,100
XFIX	EXTRA FIXTUR	B	2	700.00	2007	90	0.00		1,300
SPR1	SPRINKLERS-	B	7.672	1.00	2007	90	0.00		6,900
FLU2	BRICK	B	1	1400.00	2022	90	0.00		1,300
BUILDING SUB-AREA SUMMARY SECTION									
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value			
BAS	First Floor	5,161	5,161	5,161	424.95	2,193,167			
FBM	Basement, Finished	2,318	4,635	2,318	212.52	985,034			
FEP	Porch, Enclosed, Finished	0	136	88	274.97	37,396			
FOP	Porch, Open, Finished	0	128	32	107.92	13,598			
PTO	Patio	0	611	92	63.99	39,095			
UBM	Basement, Unfinished	0	390	78	84.99	33,146			
Tot Gross Liv / Lease Area		7,479	11,059	7,769		3,301,436			

The floor plan shows a complex building footprint with several rooms labeled with numbers and letters. Key areas include a large central hall (1), multiple bedrooms (BR), bathrooms (BA), and living areas (LA). The overall dimensions are approximately 36.38' by 43'. There are also smaller detached structures or porches shown at the bottom right.

A photograph of a two-story house with a white exterior and a dark roof. The house features a prominent front porch with white railings and columns. The landscaping includes green grass and some shrubs in the foreground.





LANDSCAPE ASSESSMENT



WARNER LARSON
LANDSCAPE ARCHITECTS

February 27, 2024

Mr. Christopher Blessen, AIA
Tappe' Architects
6 Edgerly Place
Boston, MA 02116

Re: Site Physical Conditions Report
Vineyard Haven Public Library, 200 Main Street, Vineyard Haven, MA 02568

Intent

This report provides a summary of our observations from December 20, 2023 and is limited to the observed physical conditions. The site physical conditions are unchanged since the Accessibility Survey dated April 30, 2019 was performed; therefore, our report is supplemental to those findings and intended to identify site improvements to be considered with future projects such as the planned multi-purpose meeting room addition.

Site Configuration and Access

The multi-purpose meeting room addition Request for Qualifications describes the lot as 21,100 square feet in size with an on site septic system and public water supply. The site is accessed from reserved on-street parking and a sidewalk that connects to the town center a few blocks away. A paved pull off along Greenwood Avenue includes a freestanding book drop enclosure. A bicycle rack is located adjacent to the main, east-facing entrance. A stonedust pathway at the west end of the building leads to the rear courtyard with a southwest exposure. Emergency vehicle access is along Main Street and Greenwood Avenue.

Physical Conditions Summary

1. Paving

- a. The front walkway is concrete paving with a recent panel replaced at an electrical manhole.
- b. The front walkway connects to the adjacent concrete sidewalks at Main Street and Greenwood Avenue.
- c. There is a diagonal concrete sidewalk that appears to have been added after the original installation and is noted in the 2019 accessibility survey as non-compliant. Consider removing and not replacing this walkway, since a ramp or stairs in this location would be out of character with the landscape design.
- d. Brick paving at the main entrance landing is uneven, and noted in the accessibility survey as being too low relative to the doorway threshold.



Vineyard Haven Public Library, Vineyard Haven, MA

Landscape Existing Conditions Report

February 27, 2024

Page 2 of 15

Removing and resetting this brick in a stable setting bed is needed to address surface elevation and planarity.

- e. The stonedust pathway leading to the back may not be firm and stable year round due to freeze/thaw and variable soil moisture levels. A paved surface should be considered if access/egress is required throughout the year.
- f. Walkway width, planarity and jointing widths in the stone and brick paving in the courtyard will need to be addressed as part of the courtyard redesign necessitated by the planned meeting room addition.

2. Drainage

- a. The front of the site slopes to the southeast corner with no observed drainage issues.
- b. The recessed area along the north side of the building has crushed stone and a portion of trench drain close to the building where exterior grade is elevated along the window sills. There are drains in the stairwells, one containing a sump pump with wire and hose coming out of the drain grate. A lawn slopes up from the building to a concrete retaining wall and stair along Greenwood Avenue. It is good practice to keep the concentration and collection of stormwater away from buildings. To accomplish this here could require an expensive reconfiguration/introduction of walls and drainage systems.
- c. A soil strip exists between the stonedust path leading to the courtyard and the building, where the grade is close to the building sill plate with window wells (covered with acrylic shields) into the lower level. Lowering this grade would require a retaining wall along the walkway and a drainage system to convey water away.
- d. The landscaped courtyard is flat with no apparent drainage issues. Use of accessible permeable paving system in this area may be advisable to minimize additional drainage that may be required.

3. Walls & Stairs

- a. The brick treads are uneven on the brick stair between the brick patio at the main entrance and the concrete sidewalk. A contiguous tread material should be considered in their replacement. These stairs do not have handrails, only picket railings.
- b. A low mortared stone retaining wall in good condition borders the brick patio at the main entrance.
- c. Concrete retaining walls and stairs noted in Item 2 are located between the Greenwood Avenue sidewalk and the building and appear to be in good condition. The walls and stairs have metal picket railings and handrails without horizontal extensions at top and bottom of handrail runs.



Vineyard Haven Public Library, Vineyard Haven, MA

Landscape Existing Conditions Report

February 27, 2024

Page 3 of 15

- d. A low stacked granite retaining walls on both sides of the stonedust pathway along the west side of the building create a level surface for the pathway. Refer to Item 2 for drainage considerations.
- e. A low concrete retaining wall extends along the south side of the property, and is leaning towards the abutter. It is unclear whether this is on the library site or the abutter's property.

4. Fencing

- a. Refer to Item 3 for railings associated with walls.
- b. A 4-foot tall wooden picket fence and gate encloses the courtyard. The 6-foot tall wood fence along the south abutting property is solid vertical board with latic top. These fences are weathered, but in true alignment.

5. Landscaping

The plant materials are quite mature, with trees providing a lot of shade along the south side of the site and at the northwest and northeast corners. Selective pruning is advisable to allow more light and air circulation, along with removal of the English ivy climbing the tree trunks. A tall evergreen hedge is located along the west side of the site at the end of the courtyard. Large specimen ornamental trees compliment the scale of the sculpture in the courtyard.

6. Site Lighting

Street lighting is located on the two utility poles at the front corners of the site along Main Street. The only other site lighting we observed is building-mounted over the main entrance door and at the lower-level doorway off the northwest corner of the building.

Exclusions:

- Accessibility: Refer to Accessibility Survey dated 4/30/2019
- Review of Zoning and Code compliance
- Review of existing conditions documents

End of written report. Refer to attached photos.

Vineyard Haven Public Library
Existing Conditions Report
February 27, 2024



1.a



1.b

Vineyard Haven Public Library
Existing Conditions Report
February 27, 2024



1.c



1.d

Vineyard Haven Public Library
Existing Conditions Report
February 27, 2024



1.e

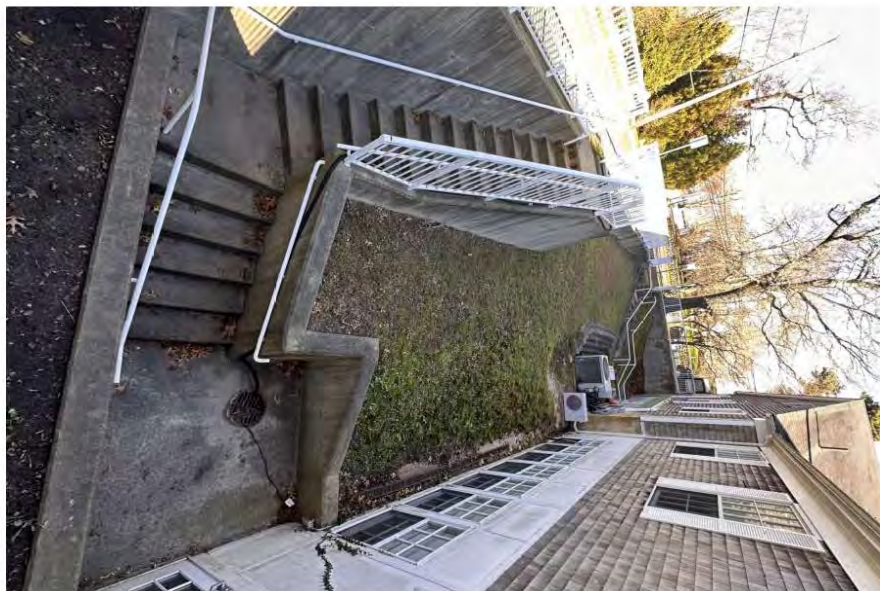


1.f

Vineyard Haven Public Library
Existing Conditions Report
February 27, 2024



2.a



2.b

Vineyard Haven Public Library
Existing Conditions Report
February 27, 2024



2.b



2.c

Vineyard Haven Public Library
Existing Conditions Report
February 27, 2024



2.c



2.d

Vineyard Haven Public Library
Existing Conditions Report
February 27, 2024



3.a



3.b

Vineyard Haven Public Library
Existing Conditions Report
February 27, 2024



3.c



3.d

Vineyard Haven Public Library
Existing Conditions Report
February 27, 2024



3.e



4.a

Vineyard Haven Public Library
Existing Conditions Report
February 27, 2024



4.a



4.b

Vineyard Haven Public Library
Existing Conditions Report
February 27, 2024



5



5



Vineyard Haven Public Library
Existing Conditions Report
February 27, 2024



5



ARCHITECTURAL ASSESSMENT

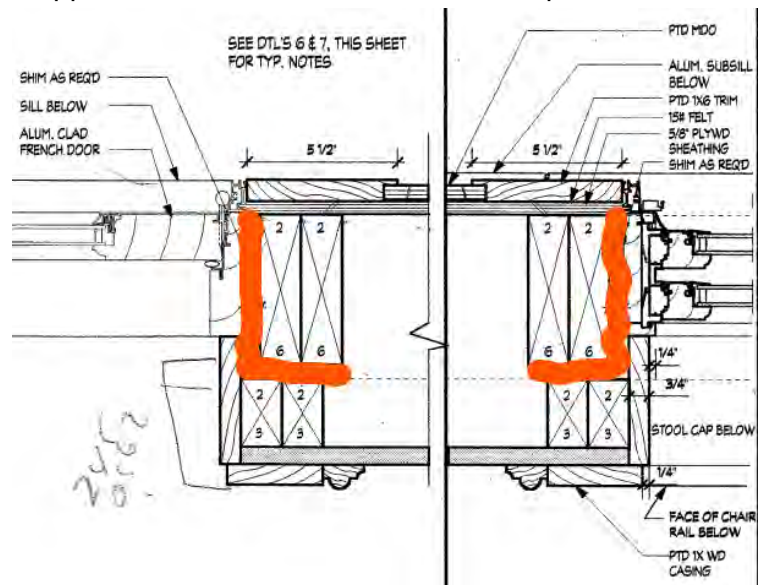
GENERAL BACKGROUND

The Vineyard Haven Public Library has been at its current location since the early 1900s. The building currently housing the library was constructed in 1967 and received a renovation and expansion in 2000. The current layout for the library consists of two stories totaling about 9,000 square feet of useable space. This breaks down to about 4,800 square feet on the ground floor and about 4,200 square feet on the lower partial walkout basement level. The lot for the library is small and it is located primarily in a residential area outside of the downtown vineyard haven area. There is an on-site septic system and parking is accommodated by on-street parking which is very limited.

DOORS

Tappe observed many doors that need repair throughout. For exterior locations, there are signs of rust and rot and general degradation of the door systems and seals. There are doors that do not have proper ADA hardware and all doors should be carefully reviewed and tested for proper functionality of the hardware as an ongoing maintenance routine. The exterior trim around some doors, particularly in the courtyard area, appeared to be rotted and in need of replacement.

There was quite a lot of microbial growth viewed on many exterior surfaces and Tappe suspects this may be slightly more prevalent in the warmer parts of the year. The image to the right shows where additional foam sealants should be applied as windows and doors are replaced or repaired. These locations are subject to a lot of stress from air and moisture leaks over time.



WINDOWS

The Windows for the building appear to be nearing the end of their life span and seem to need maintenance and repair. New windows would allow for the opportunity to seal any leaks and moisture/air penetration issues caused by older construction and would allow the library to upgrade the air sealing of the building which will contribute to overall energy efficiency over the long term. Careful consideration should be given to the flashing details all around the windows and will require some removal of the siding around these areas to properly seal and flash the windows. New triple glazed aluminum clad wood windows will likely provide a very good thermal rating and be

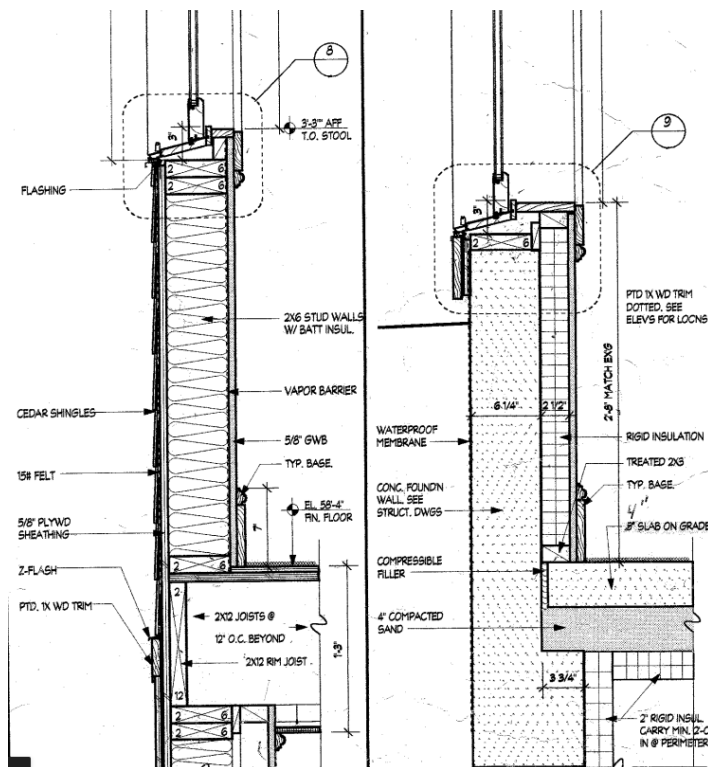
consistent with the surrounding neighborhood aesthetics. There are several locations on the exterior where trim boards are deteriorating and rotted with microbial growth. These boards should be removed and further understanding of how water and moisture accumulation occurred should be documented and corrected prior to reinstallation of the new trim.

SIDING

The siding appears to be in relatively fair condition. There are some locations that are close to the ground where contact with the ground and prolonged exposure to snow and other moisture leads to rotting. Furthermore, on elevations where low ground vegetation exists and good exposure to sunlight cannot be achieved, it becomes difficult for the building façade to dry out without prolonged exposure to water and moisture. Where there are shingles close to the ground plane, these areas should be repaired with a more stable and robust material that will withstand the exposure to moisture and vegetation.

INSULATION

It appears that the library was constructed of dimensional 2x6 lumber and filled solid with batt insulation above grade. Below grade, there is a 6.25" concrete stem/foundation wall which has 2.5" rigid insulation on the interior side.

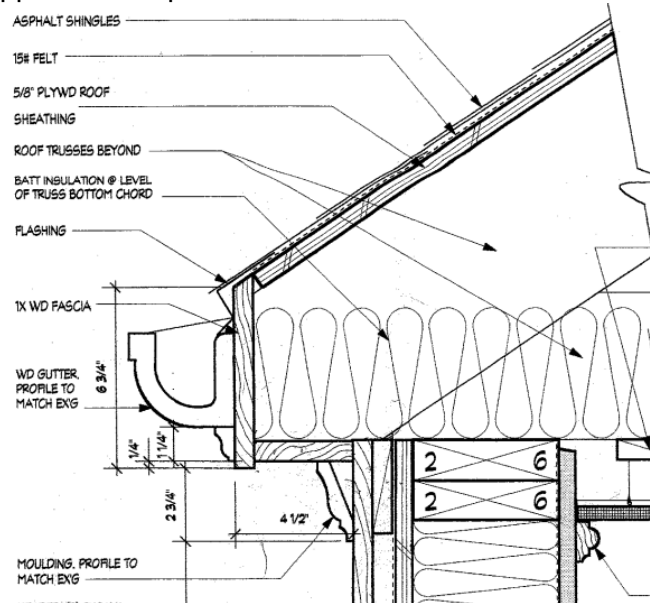


For the above grade portions this results in an r-value around R-20 when it is new. There will be some loss of that value over time as the insulation settles or becomes wet, etc. The few accessible locations for inspection of the insulation appear to be in fair shape, but with any updated renovation or expansion careful consideration should be given to the whole building. If new insulation becomes a pathway forward it would be prudent to look at closed cell spray foam insulation to provide superior thermal resistance as well as some moisture and vapor mitigation. New building codes and stretch energy codes as well as new standards for energy efficient building techniques would be looking for

insulation in the stud cavity with added continuous insulation on the exterior side of the wall. This is to help address thermal bridging and the de-rating of the thermal performance of the insulation due to the intermittent structural members.

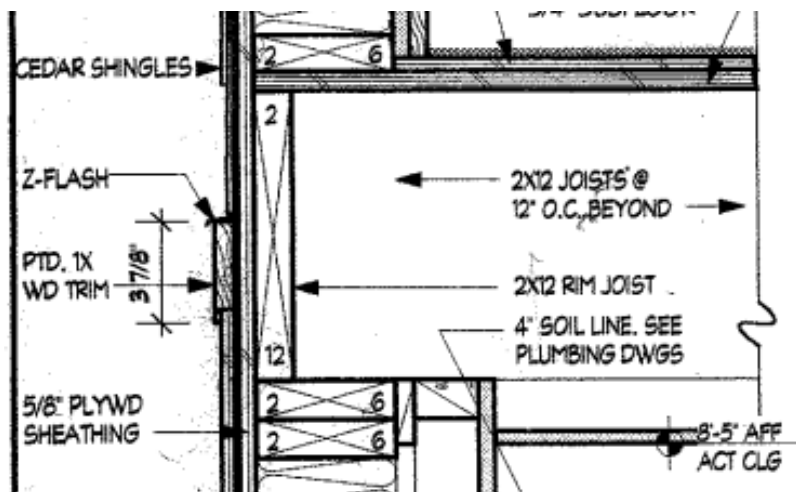
ROOF

A visual inspection of the roof seems to indicate that the roof is nearing the end of its life span and could use an update and replacement. Tappe did not spend much time on the roof but from the ground we recommend the library consider replacing the roof in whole or in part soon based on observation of shingles. It also appears that there is no insulation directly applied to the underside of the roof framing and sheathing. This allows for extreme heat build-up inside the building which puts pressure on the long-term performance of the roof envelope itself and any mechanical systems that are run in the attic space. It is recommended that any project consider adding insulation within the roof joist pockets for the entire roof area at a minimum. This can be done with batt insulation, but a more robust and long-term solution would be the application of spray foam insulation which forms a better envelope seal and a high R-value of insulation. If a roof replacement project is undertaken there should be consideration of adding continuous insulation to the exterior side of the roof sheathing. This is to resolve any thermal bridging that is currently present through the roof joist.



ADDITIONAL THERMAL BRIDGING PATHWAYS

The image below shows what appears to be a typical condition at the floor framing between the lower floor and the upper floor. The joist space appears to lack insulation or it is minimal and intermittent. While this space is separated by finished ceiling below and finished floor above it still



provides a pathway for thermally connected air leakage in the envelope strategy. While the entire floor joist cavity does not necessarily need to be insulated adding closed cell foam all around these details or even batt insulation will produce a tighter air seal and possibly mitigate some of the thermal leaks currently

present in the building. A full cavity insulation strategy will help with acoustic separation if there are any concerns with noise traveling between floors.

INTERIOR FINISHES & LIGHTING

Tappe observed significant wear on most interior finishes. This includes areas where leaks are telgraphing through to interior spaces. In most cases a fresh coat of paint will go a long way, but with any repair and renovation proeject that considers HVAC or other system upgrades it becomes an opportunity to develop a cohesive response in lieu of a patchwork in the finish appearance. As noted in the electrcial review there is a mixture of lighting types within the library. The spaces appear to be well lit through general lighting strategy however more modern approaches that consider energy efficiency would include the full integration of LED lighting fixtures and lighting controls that are occupancy based. In addition, a lighting strategy that provided a lower level of gneeral lighting and then is supplemented by task or localised stack lighting would allow for lower energy use at off peak times and provide an opportunity for vaired space illumination within the library which gives patrons the opportunity to find a spot that suits them best.

ADDITIONAL SOURCES

The assessment included in the appendix is found to generally still be true and is a summary of items touched upon here or in addition to the items included above.























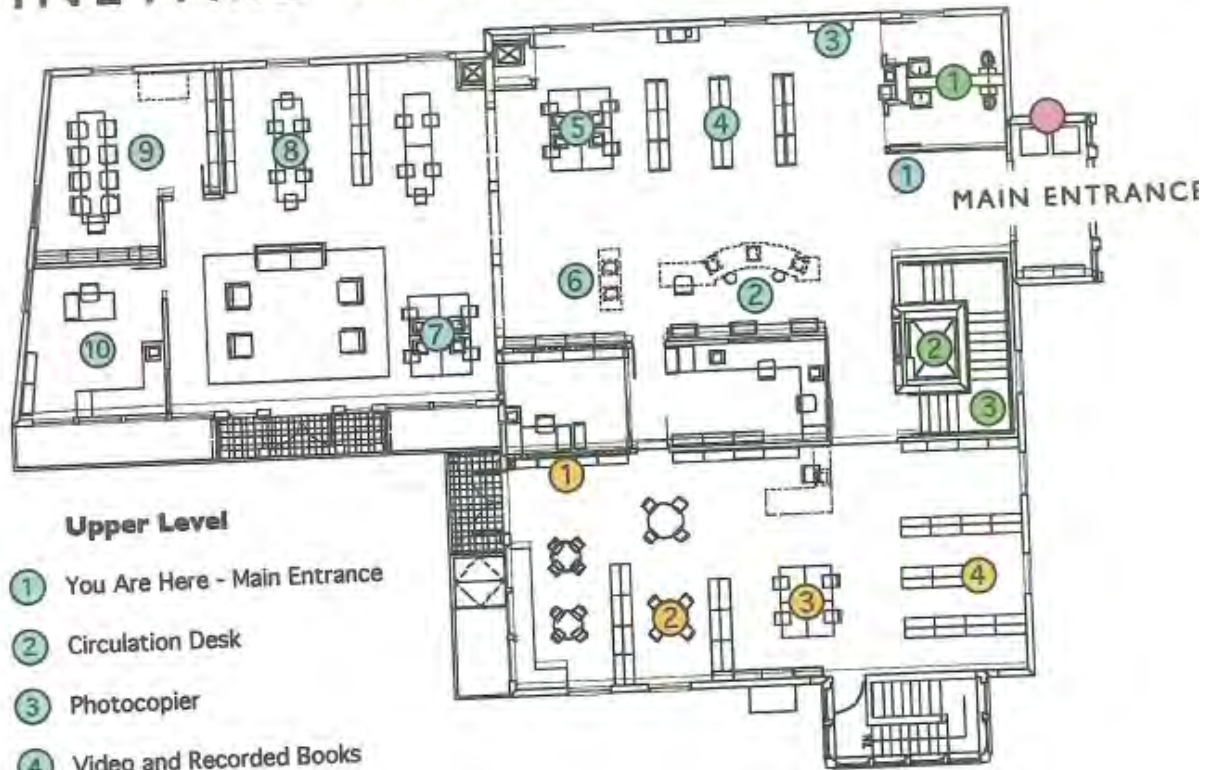






EXISTING ARCHITECTURAL DRAWINGS

VINEYARD HAVEN PUBLIC LIBRARY



Upper Level

- ① You Are Here - Main Entrance
- ② Circulation Desk
- ③ Photocopier
- ④ Video and Recorded Books
- ⑤ Express Internet Terminals (30 minutes)
- ⑥ Public Catalogs
- ⑦ Internet Terminals for Cardholders only (one hour)
- ⑧ Reading / Study Area and Periodicals
- ⑨ Vineyard History and Lillian Hellman Drama Collection
- ⑩ Director's Office

Upper Level Children's Section

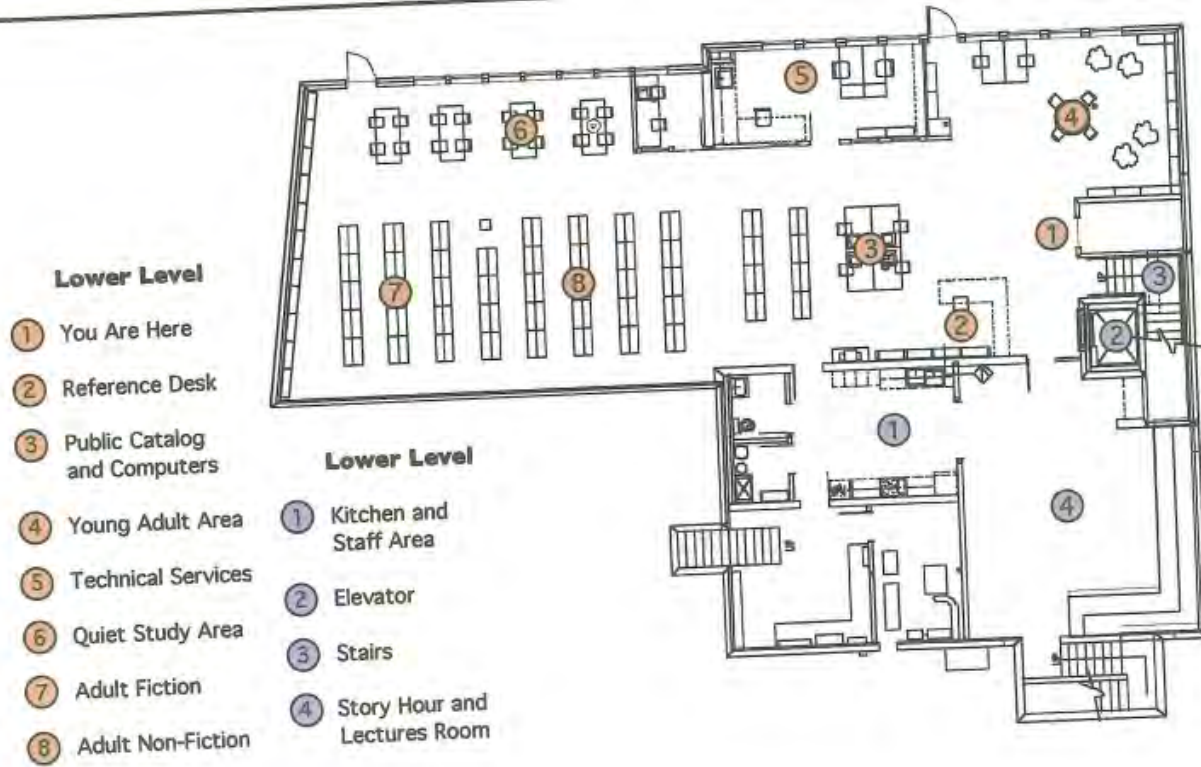
- ① Children's Videos and Recorded Books
- ② Picture Books
- ③ Macintosh Computers and Public Catalog
- ④ Juvenile Fiction and Non-Fiction

Upper Level

- ① Restrooms
- ② Elevator
- ③ Stairs

Exterior

- After-Hours Book and Video Drop





APPENDIX



February 26, 2024

Mr. Christopher Blessen
Principal
Tappe' Architects
6 Edgerly Place
Boston, MA 02116

Reference: Report for Asbestos Containing Materials Identification Study
Vineyard Haven Public Library

Dear Mr. Blessen:

Thank you for the opportunity for Universal Environmental Consultants (UEC) to provide professional services.

UEC was contracted by Tappe' Architects to perform inspection and sampling for accessible Asbestos Containing Materials (ACM) at the Vineyard Haven Public Library. Inspection and sampling were performed on Wednesday, January 31, 2024. No destructive, or roof testing was performed.

Bulk samples analysis for asbestos were performed using the standard Polarized Light Microscopy (PLM) in accordance with Environmental Protection Agency (EPA) standard. Bulk samples were collected by a Massachusetts licensed asbestos inspector Mr. Jason Becotte (AI-034963) and analyzed by a Massachusetts licensed laboratory EMSL, Woburn, MA. Per Massachusetts guidelines, bulk sample is determined to be ACM if any sample from the same homogenous area was found to contain 1-% or more asbestos. Per the Department of Environmental Protection (DEP) any amount of asbestos would trigger proper disposal.

Samples results are attached.

Thirty (30) bulk samples were collected and analyzed for asbestos from various interior building materials suspected to contain asbestos.

Samples results indicated that asbestos was not found in any of the samples collected.

Please do not hesitate to call should you have any questions.

Very truly yours,

Universal Environmental Consultants

Ammar M. Dieb
President

UEC:\224 059.00\Report.DOC

Enclosure



OrderID: 132400599

132400599

CHAIN OF CUSTODY

Universal Environmental Consultants
12 Brewster Road
Framingham, MA 01702
Tel: (508) 628-5486 - Fax: (508) 628-5488
adieb@uec-env.com

PLM

24-hour TAT

Town/City: Tisbury, MA Building Name Vineyard Haven Library

Sample	Description of Material	Sample Location
1	Joint Compound	upper floor
2		
3		
4		Lower floor
5		
6		Mechanical Room
7	1x1 spline AT ceiling	upper floor
8		
9		
10		Lower Floor
11		
12	carpet Glue	upper floor
13		
14		
15		Lower Floor
16		
17	Agua 12x12 VFT	Upper Floor Janitor closet
18		
19		upper floor Bathroom
20	Yellow mastic	on #17

Reported By: Jason Beattie Date: 1-31-24

Due Date: 24-Hours

Received By: _____ Date: _____

REC'D RTZ 0830
EMSL-BOSTON FEB 01 2024
DRP Bay



OrderID: 132400599

132400599

CHAIN OF CUSTODY

Universal Environmental Consultants
12 Brewster Road
Framingham, MA 01702
Tel: (508) 628-5486 - Fax: (508) 628-5488
adieb@uec-env.com

PLM

Town/City: Tisbury, MA Building Name Vineyard Haven Library

Sample	Description of Material	Sample Location
21	Yellow mastic	un# 18
22	1 1	un# 19
23	Gray duct sealant	Attic
24	1 1	1 1
25	Gray sink coating	Lower floor Break room
26	1 1	1 1
27	Asphalt Roof shingle debris	Attic
28	1 1	1 1
29	Paper behind wood siding	Exterior near chimney
30	1 1	1 1

Reported By: Jason Beattie Date: 1-31-24 Due Date: 24-HoursReceived By: _____ Date: _____
REC'D RHB 0830
EMSL-BOSTON FEB 01 2024

**EMSL Analytical, Inc.**

5 Constitution Way, Unit A Woburn, MA 01801
Tel/Fax: (781) 933-8411 / (781) 933-8412
<http://www.EMSL.com/bostonlab@emsl.com>

EMSL Order: 132400599

Customer ID: UEC63

Customer PO:

Project ID:

Attention: Ammar Dieb

Universal Environmental Consultants
12 Brewster Road
Framingham, MA 01702

Phone: (617) 984-9772

Fax: (508) 628-5488

Received Date: 02/01/2024 8:30 AM

Analysis Date: 02/01/2024

Collected Date: 01/31/2024

Project: Vineyard Haven Library; Tisbury, MA

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E
Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
1 132400599-0001	Upper Floor - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2 132400599-0002	Upper Floor - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3 132400599-0003	Upper Floor - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4 132400599-0004	Lower Floor - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5 132400599-0005	Lower Floor - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6 132400599-0006	Mechanical Room - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7 132400599-0007	Upper Floor - 1x1 Spline AT Ceiling	Gray/White Fibrous Homogeneous	40% Cellulose 30% Min. Wool	30% Non-fibrous (Other)	None Detected
8 132400599-0008	Upper Floor - 1x1 Spline AT Ceiling	Gray/White Fibrous Homogeneous	40% Cellulose 30% Min. Wool	30% Non-fibrous (Other)	None Detected
9 132400599-0009	Upper Floor - 1x1 Spline AT Ceiling	Gray/White Fibrous Homogeneous	40% Cellulose 30% Min. Wool	30% Non-fibrous (Other)	None Detected
10 132400599-0010	Lower Floor - 1x1 Spline AT Ceiling	Gray/White Fibrous Homogeneous	40% Cellulose 30% Min. Wool	30% Non-fibrous (Other)	None Detected
11 132400599-0011	Lower Floor - 1x1 Spline AT Ceiling	Gray/White Fibrous Homogeneous	40% Cellulose 30% Min. Wool	30% Non-fibrous (Other)	None Detected
12 132400599-0012	Upper Floor - Carpet Glue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13 132400599-0013	Upper Floor - Carpet Glue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
14 132400599-0014	Upper Floor - Carpet Glue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
15 132400599-0015	Lower Floor - Carpet Glue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16 132400599-0016	Lower Floor - Carpet Glue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 02/02/2024 04:30:35

AS31_PLM_0000_0001 - 1.78 Printed: 2/2/2024 4:30 AM

Page 1 of 3

**EMSL Analytical, Inc.**

5 Constitution Way, Unit A Woburn, MA 01801

Tel/Fax: (781) 933-8411 / (781) 933-8412

<http://www.EMSL.com> / bostonlab@emsl.com

EMSL Order: 132400599

Customer ID: UEC63

Customer PO:

Project ID:

**Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E
Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
17	Upper Floor Janitor Closet - Aqua 12x12 VFT	Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132400599-0017					
18	Upper Floor Janitor Closet - Aqua 12x12 VFT	Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132400599-0018					
19	Upper Floor Bathroom - Aqua 12x12 VFT	Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132400599-0019					
20	on #17 - Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132400599-0020					
21	on #18 - Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132400599-0021					
22	on #19 - Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132400599-0022					
23	Attic - Gray Duct Sealant	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132400599-0023					
24	Attic - Gray Duct Sealant	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132400599-0024					
25	Lower Floor Break Room - Gray Sink Coating	Gray Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
132400599-0025					
26	Lower Floor Break Room - Gray Sink Coating	Gray Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
132400599-0026					
27	Attic - Asphalt Roof Shingle Debris	Gray/Black Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
132400599-0027					
28	Attic - Asphalt Roof Shingle Debris	Gray/Black Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
132400599-0028					
29	Exterior near Chimney - Paper behind Wood Siding	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
132400599-0029					
30	Exterior near Chimney - Paper behind Wood Siding	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
132400599-0030					

Initial report from: 02/02/2024 04:30:35

ASE_PLM_0008_0001 - 178 Printed: 2/2/2024 4:30 AM

Page 2 of 3



EMSL Analytical, Inc.

5 Constitution Way, Unit A Woburn, MA 01801
Tel/Fax: (781) 933-8411 / (781) 933-8412
<http://www.EMSL.com / bostonlab@emsl.com>

EMSL Order: 132400599


Customer ID: UEC63

Customer PO:

Project ID:

Analyst(s)

Kevin McKenzie (30)


Steve Grise, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and meet method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-139, VT AL998919, ME LB-0039

Initial report from: 02/02/2024 04:30:35

ASE_PLM_0008_0001 - 178 Printed: 2/2/2024 4:30 AM

Page 3 of 3

Tisbury Library**2/14/18******* Outside*****

Roofing- Asphalt shingles with a life expectancy of 5-7 years. Large area of moss growth, I would suggest replacing this roof in 5+ years with a 50 years shingle and at that time possibly adding roof top solar.

Gutters- seamless gutters were installed on ¾ of the building with new PVC trim. I would continue rear of the building, it will be important to properly connect all down spouts to underground drainage or splash blocks.

Siding- Wood shingles with a life expectancy of 10-20 Years- One gable wall needs to be resided, I would evaluate the windows, flashings and gable vents for replacement when re-shingling.

Ext trim- Wood/ PVC Large area of rot noted on rear of structure. I would replace with PVC trim.

Foundation- Water Stain noted. Dry at time of inspection. No repairs needed.

Grounds- Grading is needed on rear of building to create the proper pitch to shed water.

Septic- Septic passed inspection in 2017, please note D box is located under side walk.

Outside compressors- mixture of new and used, all working now. I would suggest fencing off the area around these units to dampen the sound for our neighbors.

Retaining Walls- Concrete wall has several cracks, I would recommend patching/filling and sealing wall.

Walkways- Several tripping hazards on the brick sidewalk, I would recommend releveling and adding a polymer sand/fill between joints.

Doors- Steel doors are in adequate shape, I would replace both lower entrance doors and install remote key for locking system like the EMS Building.

Windows- Metal Clad Anderson Windows- several of these windows do not operate properly and are need of replacement. Many of these windows will not lock properly. I would at the very least add storms for energy savings.

Vents- Wood vents are intact and operating correctly. I would suggest adding additional Ridge and Soffit vents.

***** Inside*****

Carpet – Aging carpet throughout the building with a life expectancy of 5+ years, several stains noted. Carpets are cleaned yearly. I would suggest coming up with a replacement plan and using a carpet tile 2'x2'.

Flooring- Basement kitchen flooring is in adequate shape, a few chipped VCT tile that can be easily replaced.



Walls- Several dry water stains noted, Walls have dings/holes and cracks that need patching, I would suggest painting a room or two a year. It's important to create and file a master color list that keeps track of what type of paint and color was used and in what location.

Paint- Interior walls need to be repainted, I would suggest no VOC paint and work should be completed at night when the building is not in use. See above

Ceiling- Drop ceiling is in horrible shape, several areas of water stained and damage tile. I would recommend replacing the main floor ceiling with a new drop ceiling system with intergraded Led troffer lights. The total building ceiling square footage is roughly 8515sq ft.

Doors- Interior Doors Wood and in adequate shape. I would recommend painting them when interior walls get painted.

Windows- Vinyl windows, several of them are difficult to operate, replacement may be needed.

Trim- Wood trim needs to be repainted. I would recommend this work gets done the same time the interior wall painting is be completed.

***** Heating *****

Hot Air attic- The attic HVAC unit has severer condensation issue and a drip pan was installed. I would recommend extra attic vents (Roof vents or even mechanical gable vents).

Boiler- New Boiler installed in 2017 properly sized for the current building sq. ft.

Duct work- Steel duct work has had all joint sealed and has been insulated in key areas to maximize efficiency.

Mini Split- Units are a mixture of New and Old age ranging from 1-15 years old, all are working now. I would recommend the removal of the unused (old) unit located in the director office.

***** Plumbing *****

Hot water heater- Water heater is aged 4 years old but we will be replacing it with a new unit funded from Greener Community.

Drain lines- Cast Iron and Copper drains are inworking orders, please note several dry water stains. 2017 the all main septic drains lines where jetted.

Restrooms- All restrooms are in working order, please note that the library has complained about a septic odor for years, this odor goes away after pumping out and drain line cleaning.

Sinks- All sinks are in working order.

Toilets- Toilets are in working order, library staff has complained about slow flushing but changing the water filter bi yearly has helped.

Mop sink- This sink is performing properly, drain line should be cleaned bi yearly.



Floor drains- all floor drains are in working order, cleaning staff fill drain trap with water weekly to keep gasses from backing up into the building.

Water filters- located in the furnace room, these filters should be changed bi yearly.

Fountains- These units are temperamental, from time to time they have low water pressure, filters and valves should be replaced quarterly.

Outside faucets- All outdoor faucets are frost free, please note that we have one leaking faucet on the rear of the building and this has started to cause a small area of rot.

***** Kitchen *****

Sink- This unit is in working order.

Floor- The floor product is in adequate shape for its age.

Walls- Kitchen walls are in adequate shape, some minor repairs needed and possible repainting.

Ceilings- The kitchen area ceiling is in adequate shape.

Trim- Kitchen trim is all intact, possible repainting in the future may be helpful.

Counter Top- Top needs replacement, water damage noted. I would suggest a solid surface top with a stainless drop in sink.

***** Elevator *****

Operations- System operates correctly, several lights are out and will require servicing. The elevator gets services yearly.

***** Entrance *****

Doors- Front Stanley sliding door works properly, door locking system was installed in 2017.

Floors-Area rugs and carpet are in adequate shape, several stains noted, clean required yearly.

Walls- Several minor dings could be repaired, I would suggest painting all interior surfaces.

Ceilings- Front entrance ceiling could use a coat on no VOC paint.

Trim- All trim is attached.

***** Retaining wall *****

Wall- Landscape wall in rear of the building is in adequate shape. I would recommend a sprinkler or soaker hose for garden area.

Stairs- Both sets of exterior stairs are in adequate condition. I would not that each landing should be rebuilt with a PVC deck board (treks). All Stair risers need to be painted with a High Vis paint for safety.

Drainage- Both the drainage pit and troth need to be cleaned several times throughout the years. A more permanent sub pump system should be installed with piping that goes into a drywell.

***** Fencing/ out building *****



***** Walks *****

Cracks- Several cracks noted on all the contract walks. No need for repair at this time.

Brick- This product is a poor choice around the main entrance, both the stairs and the walkway have tripping hazard. I would recommend that we relevel the brick and add a polymer sand for grouting.

Wood Landings- The PT boards are aged and cracking. I would recommend that we use a PVC deck board (treks).

Sidewalks- Concrete sidewalks and curbing have several areas of lifting, cracking and spalling.

Stoop is in adequate condition.

***** Lighting *****

Outside- All lights are controlled either by a timer or a Photo cell. I would also suggest a motion light feature be added for the main basement doors.

Inside- We have several lights that needs to be replaced, these lights have been problematic and should be replaced with new LED strip lights.

Special- All picture lights lamps should be switched to led lamps to save on energy.

Date: 2/8/18Building: LIBRARY**Building Maintenance Checklist:****Exterior Walks and Driveway:**

- | | |
|--|---|
| 1) All walks are clean of graffiti and debris | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2) Curbs, walkways and driveway is clear of cracks/pot holes | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 3) No free-standing water/ice | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 4) ALL walkways are free of weeds | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 5) All Parking lot paint is clearly visible | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 6) All entrances are clear of trip hazards | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

- 2) SEVERAL CRACKS NOTED IN CONCRETE SIDEWALKS & CURB.
- 2) BRICKS ARE UNEVEN - THIS CAN CREATE A TRIPPING HAZARD.
- 5) ROAD MARKING HAVE FADED.

Exterior Lighting:

- | | |
|---|---|
| 1) All parking lot lights are in working order | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2) All light times are set to correct time and are in working order | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3) All building exterior lights are in working order no blow bulbs | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 4) All lights covers/lens are free of cracks and damages | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 5) All sign and flag pole lighting are in working order | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 6) All emergence/flood lighting is in working order | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

- * I WOULD RECOMMEND ADDING A MOTION LIGHT FOR THE LOWER ENTRANCE DOORS. * FOR SAFETY. *

Exterior Water:

- | | |
|---|---|
| 1) All exterior faucets are in working order | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 2) All Hoses are neatly secured and are not a tripping hazard | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

- 1) LEAKING FAUCET IN REAR OF THE BUILDING - REPAIRS NEEDED.

Exterior Electrical Outlets:

- | | |
|---|---|
| 1) All outlets have in working order and are free of defects | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2) All outlet covers are installed and are weather tight | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3) All temp cords are properly connected and are secured for safety | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |



3) EXT CORD THAT POWERS THE SUB-PUMP IN THE LOWER LEVEL PIT NEEDS TO BE GFCI PROTECTED.

Exterior Windows and Doors:

- | | |
|---|---------------------|
| 1) All exterior windows are in working order with no broken glass | Yes ___ No <u>X</u> |
| 2) All windows have proper hardware and screens | Yes ___ No <u>X</u> |
| 3) All doors work properly | Yes <u>X</u> No ___ |
| 4) All door hardware works properly and are secure | Yes ___ No <u>X</u> |
| 5) All doorways are clear of tripping hazards for safety | Yes <u>X</u> No ___ |
| 6) All exterior entrances are properly lit for safety | Yes <u>X</u> No ___ |
| 7) All windows are properly sealed and caulked | Yes <u>X</u> No ___ |
| 8) All doors and windows are properly weather stripped | Yes ___ No <u>X</u> |
- 1-2) SEVERAL WINDOWS DO NOT OPERATE EASILY. REPAIR/REPLACE AS NEEDED.
- 4) LOWER LEVEL DOORS NEED PANIC HARDWARE FOR SAFETY.
- 8) BASEMENT DOOR NEEDS TO BE WEATHER SEALED.

Exterior Siding/ Roofing and Gutters:

- | | |
|--|---------------------|
| 1) All roofing material is properly secured and is weather tight | Yes ___ No <u>X</u> |
| 2) All Siding material is properly secured and is weather tight | Yes ___ No <u>X</u> |
| 3) All siding is properly sealed / painted and is free of defects | Yes ___ No <u>X</u> |
| 4) All gutters are clean | Yes <u>X</u> No ___ |
| 5) All gutters and downspout are working correctly | Yes <u>X</u> No ___ |
| 6) All gutters and downspout are properly connected to building/trim | Yes <u>X</u> No ___ |
| 7) All downspouts empty either to a drain or a proper splash block | Yes ___ NO <u>X</u> |
- 1) SEVERAL ROOF SHINGLES ARE MISSING - Moss growth NOTED.
- 2-3) EAST GABLE WALL NEEDS TO BE SHINGLED.
- 7) SPLASH BLOCKS ARE NEEDED.

Interior Floors:

- | | |
|---|---------------------|
| 1) All floors are in satisfactory condition, no major defects | Yes ___ No <u>X</u> |
| 2) All carpets are in satisfactory condition no major tiers or stains | Yes ___ No <u>X</u> |
| 3) All area rugs are free of defects and are lying flat for safety | Yes ___ No <u>X</u> |
| 4) All floors are properly sealed/wax | Yes <u>X</u> No ___ |
| 5) All thresholds are properly secured and free of defects | Yes <u>X</u> No ___ |
- 1) SEVERAL VCT TILE LOCATED IN KITCHEN & BATH ARE CHIPPED
- 2-3) CARPET HAS STAINS & RIPPLES.

Interior Walls and ceilings:

- | | |
|--|---------------------|
| 1) All wall surfaces are free of defects/holes | Yes ___ No <u>X</u> |
|--|---------------------|



- | | |
|--|---|
| 2) All interior wall paint is intact and is free of peeling | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 3) All ceilings are free of water stains | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 4) All Ceilings are in sound shape with no major defects | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 5) All picture, wall hangings and shelves are properly secured | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

1-2-3) Building Interior needs painting

4) Ceiling Has missing tile & water damage.

Interior Stairs/Trim and Baseboard:

- | | |
|---|---|
| 1) Interior stairs are clutter free | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 2) All stair coverings are properly secure | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3) All balusters are installed and properly secured | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 4) All stairways have proper handrails for safety | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 5) Interior trim/baseboard are intact and free of peeling paint | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
- 1-3) 1) BACK STAIRS HAS LARGE ROLL OF CARPET ON IT > SAFETY ISSUE
- 5) SEVERAL AREAS OF BASEBOARD NEEDS TO BE REPAINTED.

Restrooms:

- | | |
|--|---|
| 1) Restrooms are clean | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2) Toilets flush properly | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3) Faucets work correctly | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 4) All drains are clear and flowing properly including floor drains | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 5) All paper good holders/ soap dispensers are full and properly secured | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 6) All Trash cans are empty | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 7) All Handrails are intact and properly secured | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 8) All signs are properly displayed and are free of damage | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 9) All door hardware, closers and locks work properly | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 10) Vents and windows are properly venting | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
- 10) Window in Women Room Does not Close properly.

Heating/AC Systems:

- | | |
|---|---|
| 1) All Heat/Ac registers/radiators are working properly | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2) All HVAC filters have been changed every 6 months | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3) Outside Air intake vents are clear of any obstruction | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 4) All Fuel sources are checked weekly and reported to office | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 5) All thermostats are regularly checked and internal batteries are in good | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 6) Furnace rooms are clean | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 7) All pumps and valves are oiled monthly | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 8) Pressure tanks are checked monthly | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 9) Do we need supplemental heat? location _____ | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |



6) FURNACE ROOM needs to be cleaned & free
OF DEBRIS

Hot Water:

- | | |
|---|---|
| 1) Hot Water Heater working properly | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2) Do all water faucets have hot water | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3) All water filters are changed every 1-3 months as needed | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 4) Hot water heater has temp valve and relief tubes | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 5) Hot water is at proper temp not scolding | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 6) All fuel connections are properly connected | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 7) All vents are free of obstructions and are properly connected | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 8) All electrical connections are properly connected, cover plates are intact | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 9) All units are free of leaks | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

* HOT WATER HEATER WILL BE GETTING REPLACED.

Electrical:

- | | |
|--|---|
| 1) Main electrical panel has proper panel cover | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2) Panels are properly marked | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 3) Panel has proper knock out protection in place | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 4) Above or around each panel we have a proper light source | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 5) Panel is free of water damage | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 6) All outlets are working properly | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 7) All outlets/ junction boxes have proper covers | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 8) All wires are properly fastened and are not hanging | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 9) All GFCI are working properly | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 10) Cords and power strips are used only as needed | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 11) Electrical panel is properly grounded/bonded for safety | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 12) Electrical service wire/meter are free of obstructions | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 13) All outside outlets are properly working, covered and grounded | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 14) All Interior and Exterior lights are in good working condition | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 15) All Timers are working and set to the correct time on at 5pm off at 10pm | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

2) BOTH PANELS ARE MARKED BUT IT STILL HARD TO LOCATE CIRCUITS.

7) SEVERAL JUNCTION BOXES ARE MISSING COVERS.

8) WIRES IN ATTIC NEED TO BE PROPERLY FASTENED.

Elevator:

- | | |
|---|---|
| 1) Elevator is working properly | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2) Correct inspection permit is posted | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3) All interior lights are working | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 4) Elevator door track is clean of debris | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 5) Doors are properly oiled | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |



- 6) Emergence phone is working Yes ☒ No ☐
7) Elevator is properly balanced Yes ☒ No ☐
8) All buttons are working properly Yes ☒ No ☐
9) Elevator control room is clean Yes ☒ No ☐
10) All interior/ Exterior vents are open and free of obstructions Yes ☒ No ☐
3) SEVERAL LIGHTS ARE NOT WORKING AT THIS TIME.

Generator: N/A

- 1) Generators are in good working order Yes ☐ No ☐
2) Fuel level is good and fuel tank is free of leaks Yes ☐ No ☐
3) Exterior doors work properly and lock secure Yes ☐ No ☐
4) Generator is tested weekly Yes ☐ No ☐
5) Transfer switch is working properly providing building with gen power Yes ☐ No ☐
6) All vents/ exhaust is free of obstructions Yes ☐ No ☐
N/A

Fuel Tanks:

- 1) Fuel tanks Propane/ Oil are in sound shape Yes ☒ No ☐
2) Fuel levels are checked weekly Yes ☒ No ☐
3) Tanks are free of leaks Yes ☒ No ☐
4) All lines/ filters are in sound shape Yes ☒ No ☐
5) All filters are changed yearly Yes ☒ No ☐
6) All tanks are free of debris and obstructions Yes ☒ No ☐
7) All gauges are working properly Yes ☒ No ☐
8) Lines are properly protected/insulated Yes ☒ No ☐

Heat Pump/ AC compressors:

- 1) All unit surrounding areas are free of debris and obstructions Yes ☐ No ☒
2) All units are in good working conditions Yes ☒ No ☐
3) All lines are properly protected/ insulated Yes ☐ No ☒
4) Electrical connections are properly connected and covers are installed Yes ☐ No ☒
5) Units are properly protected in the winter months from debris Yes ☒ No ☐
6) All units have proper electrical disconnects Yes ☒ No ☐
7) All exterior filters are changed 2x per year or as needed Yes ☒ No ☐



- 1) GRASS & LEAF Removal needed around these Areas.
3) Several Lines Need New Insulation Added to the Lines
4) Several missing Electrical covers.

Fencing, Gates and Retaining Walls:

- 1) Gates are in sound working order with proper hardware and lockable Yes ☐ No ☒
2) Fencing is sound and standing upright without added supports Yes ☐ No ☒
3) Retaining walls are sound Yes ☒ No ☐
4) All Locks are keyed alike with one master key Yes ☐ No ☐
1) Gate Needs New Hardware (Handles & Pad Lock Hardware)
2) Several Broken or missing Pickets.

Septic:

- 1) Septic are performing properly Yes ☒ No ☐
2) All drain lines are working properly Yes ☒ No ☐
3) Systems are checked 2x per year and pumped out as needed Yes ☒ No ☐
4) All tank covers are properly installed and secured Yes ☒ No ☐
5) Alarm Systems are working and checked 2x per year Yes ☒ No ☐
* Septic "D" Box is Located Under Sidewalk.
* Septic should be Pumped Yearly.

Alarms:

- 1) Building alarms are in good working order Yes ☐ No ☒
2) Alarm keypads are clean and batteries are replaced yearly Yes ☒ No ☐
3) All exit signs are in working order, properly lit Yes ☐ No ☒
4) All alarm eyes/lens are clean, intact and free of damage Yes ☒ No ☐
5) Alarm panels are properly secured, panel door is closed Yes ☐ No ☒
6) Alarm system paperwork/keys are on site Yes ☒ No ☐
7) All detectors Smoke, Co are cleaned 2x per year and free of damage Yes ☒ No ☐
8) Pull stations are clutter free Yes ☒ No ☐
1) Alarm System Needs to be upgraded to a Radio System.
2) One Exit Sign is not working - Repairs Needed.
3) Panel Need to be Secured - New "C.T." Cabinet would help.

Fire Sprinkler system:

- 1) Sprinkler system is operational Yes ☒ No ☐
2) All sprinkler heads are free of damage Yes ☐ No ☒
3) No visible signs of water/air leaks Yes ☒ No ☐
4) Proper signage in place Yes ☐ No ☒
5) System yearly inspection was completed and signed off Yes ☐ No ☒

SPRINKLER Need to be Inspected - LAST Inspection (2016)
Inspection is Need Yearly.

EXHIBIT “B”

CONTRACTURAL AGREEMENT

AGREEMENT
TOWN OF Tisbury, MASSACHUSETTS
Contract for Designer Services

PROJECT TITLE: VINEYARD HAVEN PUBLIC LIBRARY –

ADDITION / RENOVATIONS AND ALTERATIONS

This AGREEMENT is made under seal as of the ---- day of ----- in the year Two Thousand and Twenty-Four, between the Town of Tisbury, Massachusetts, by its Board of Selectmen, with an address of 200 Main Street, Vineyard Haven, MA 02568 the AWARDING AUTHORITY, and ----- Architects, Inc., with an address of ----- acting as PROJECT ARCHITECT and/or PROJECT ENGINEER (the DESIGNER).

The scope of services is set forth in Attachment A and is incorporated herewith.

ARTICLE 1: DEFINITION OF TERMS

- 1.1 GENERAL LAWS -- the General Laws of the Commonwealth of Massachusetts as amended, including any rules, regulations and administrative procedures implementing said laws.
- 1.2 DESIGNER -- the individual or firm performing professional services under this AGREEMENT.
- 1.3 PRINCIPALS -- the registered professional Architects or Engineers listed in ARTICLE 16.
- 1.4 NOTICE TO PROCEED -- written communication from the Awarding Authority, constituting an essential condition of this AGREEMENT, authorizing the Designer to perform services for the project phase to which such Notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, if any, and may include the time of submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost. Proceeding with various phases of contract work is contingent upon the Awarding Authority or its designees' satisfaction with and acceptance of services performed for each phase.
- 1.5 SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.6 CONSTRUCTION CONTRACT -- contract for construction of a whole or part of the project, including all change orders.
- 1.7 TOTAL CONSTRUCTION COST -- the sum of the actual construction contract award price and each authorized change order revising the construction contract award price. The construction contract award price

shall be the same as the construction price of the lowest responsible and eligible bidder.

- 1.8 AWARDING AUTHORITY -- The board, commission, agency, or department of the Town having authority to award design and construction contracts in connection with the Project.
- 1.9 PROJECT -- the building project for which designer services have been procured under this AGREEMENT, and which is identified on Page 1 (Project Title).
- 1.10 REIMBURSABLE EXPENSES - Costs and expenses incurred by the Designer that are reimbursable pursuant to the provisions of Article 9 of this Contract.
- 1.11 STANDARD OF CARE - The generally accepted professional standard of care ordinarily used by design professionals performing a similar scope of services in the Commonwealth of Massachusetts on projects of comparable size and complexity.

ARTICLE 2: CONSULTANTS. SUBCONTRACTING. SUCCESSORS AND ASSIGNS

- 2.1 The Designer shall not employ additional consultants not named in the proposal(s) nor sublet, assign, or transfer any part of his services or obligations under this AGREEMENT without the prior approval and written consent of the Awarding Authority. The Awarding Authority shall not unreasonably withhold such approval. Written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.
- 2.2 Except as otherwise provided in this AGREEMENT or authorized by the Awarding Authority, the Designer shall employ within the basic fee for this project the following consultants where their specific services are required: Architect, Structural Engineer, Civil Engineer, Registered Land Surveyor, Sanitary Engineer, Plumbing Engineer, Mechanical Engineer, Fire Protection Engineer, Environmental Engineer, Geotechnical Engineer, Landscape Architect, Cost Estimator, Specifications Writer and Electrical Engineer, and any other consultant specifically listed in the proposal. Consultants must be registered in their respective disciplines if registration or licensing is required under the applicable General Laws.
- 2.3 In the event that the Designer employs the services of consultants to provide such services, the Designer shall employ such consultants who have the professional liability insurance coverage described in ARTICLE 14 covering such services, to the extent that such insurance coverage is generally available to consultants. In addition to, and not in lieu of, the provisions in Section 5.1, the Designer shall, upon the Owner's written request, assign to the Owner the Designer's contractual right to pursue a claim against such consultants.

2.4

When the Designer receives payment from the Awarding Authority, the Designer shall promptly make payment to each consultant whose work was included in the work for which payment was made by the Town. The Awarding Authority shall have the contractual right, but not the obligation, to require corrective measures necessary for the best interests of the Town.

ARTICLE 3: SURVEYS. BORINGS. TESTS. LABORATORIES. PHOTOGRAPHS

3.1 The Awarding Authority shall furnish to the Designer available surveys of the project building site, showing the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests (if available), any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.

3.2 The Awarding Authority does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by the Awarding Authority. If the above data are not available or they are in the opinion of the Designer insufficient, the Designer shall be required to hire the necessary sub-consultants or its employees to ascertain data to design and construct the project. Such services shall be provided by qualified specialty Subconsultants as necessary. Both the types of services and the Subconsultants shall be approved by the Owner.

The Designer shall provide the necessary consultants for all Geotechnical and geoenvironmental investigations and reports, including existing buildings hazardous material reports, boring tests, test pits, observation wells, testing and chemical analysis of site substrate conditions; In the event that the Designer employs the services of a consultant to provide such services, the Designer shall employ such consultants who have the professional liability insurance coverage described in ARTICLE 14 covering such services, to the extent that such insurance coverage is generally available to Subconsultants. In addition to, and not in lieu of, the provisions in Section 5.1, the Designer shall, upon the Owner's written request, assign to the Owner the Designer's contractual right to pursue a claim against such consultants. Such services may include but need not be limited to:

Structural tests and materials tests; Traffic studies.

In no case shall the Designer commence such work without prior written authorization of the Awarding Authority.

3.3 During the construction phase of this contract, the Designer may retain the services of a photographer, a qualified testing laboratory, and special field inspectors when required by the project, subject to the prior approval of the Awarding Authority or its designee.

- 3.4 Drawings and/or specifications needed to obtain survey or subsoil information, and any other soils engineering shall be prepared by the Designer as part of the basic fee. The Designer shall then analyze and evaluate such surveys and tests and make his design conform to the results of such evaluation.

ARTICLE 4: COMPLIANCE WITH LAWS

- 4.1 The Designer shall perform the work required under this AGREEMENT in conformity with all requirements and standards of the Awarding Authority, all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders of the Commonwealth and its political subdivisions, and the Federal Government. The Construction Documents shall comply with all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders. The Designer, including all approved consultants and subcontractors, shall comply with all applicable provisions of the rules and regulations of the President's Committee on Equal Employment Opportunity and Procedures promulgated by the Governor of Massachusetts or his designees, insuring equal opportunity for employees and minority and women-owned business enterprises.

ARTICLE 5: PROFESSIONAL RESPONSIBILITY

- 5.1 Consistent with the Standard of Care, the Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications and estimates and other work furnished by him or his consultants and subcontractors. The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner and shall meet the approval schedule and submittal dates established during the course of this AGREEMENT.

The Designer shall commence work under this AGREEMENT upon written notice to proceed issued by the Awarding Authority in conformance with the provisions of Section 1.4 of this AGREEMENT. The Designer shall complete the services required under this AGREEMENT in a prompt and continuous manner, and to meet such time limits as are established during the course of the AGREEMENT and stated in each Notice to Proceed. If the completion of the scope of work is delayed through no fault of the Designer, the time limit may be extended upon written approval of the Awarding Authority.

- 5.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking and reviewing by the Awarding Authority will not be necessary. Any changes, corrections, additions, or deletions made by the Awarding Authority shall be incorporated in the design of the Project unless detailed objections thereto are received from the Designer and approved by the Awarding Authority.
- 5.3 The designer shall thoroughly acquaint his employees and consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, §39M, wherein the description of material specifications and proprietary items in construction bid documents is governed.
- 5.4 Neither the Awarding Authority's review, approval, or acceptance of, nor payment for any of the services furnished shall be construed to operate as a waiver of any rights under the AGREEMENT or any cause of action arising out of the performance of the AGREEMENT.

ARTICLE 6: DESIGNER SERVICES

- 6.1 TYPE 1 CONTRACTS, COMPLETE FINAL DESIGN OF THE NEW BUILDING
1. Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary with the Awarding Authority and shall complete the final design of the new building. The design will closely resemble the conceptual plans developed during the Feasibility Study Phase and as detailed within the Feasibility Study Report, dated January 2020.
 2. The REQUEST FOR QUALIFICATIONS FOR DESIGNER SELECTION RELATED TO THE DESIGN AND CONSTRUCTION OF A NEW EDGARTOWN FIRE STATION FACILITY is appended to the Agreement as Attachment B and is part of the Contract for Design Services with the Town of Edgartown.

TYPE 2 CONTRACTS -- DESIGN AND CONSTRUCTION

Phase 1. - Design Development

Upon receipt of a Notice to Proceed from the Awarding Authority for Phase 1 of the Project, the Designer shall prepare from the approved Conceptual design documents complete design development documents consisting of plans, outline specifications, and cost estimates and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to enable the Awarding Authority to study and understand the progress and development of the Project. Such plans outline specifications and cost estimate shall be subject to the written approval of the Awarding Authority. The Designer shall submit to the Awarding Authority for approval six (6) copies of said design development documents on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto unless the Designer shall have obtained from the Awarding Authority an extension of time in writing.

Estimated construction cost and fee as set forth in the original Notice to Proceed will not be changed by the Awarding Authority without the agreement of the Designer.

Phase 2. - Construction Documents

Upon receipt of a Notice to Proceed from the Awarding Authority for Phase 2 of the Project, the Designer shall meet as necessary with the Awarding Authority, and shall prepare and submit to the Awarding Authority on or before the date or time specified in the Notice to Proceed or any supplement thereto, complete working plans and specifications in sufficient detail to permit firm bids in open competition for construction of the project, and a detailed cost estimate. Said plans and specifications shall be based on the design development, outline specifications and construction cost estimate approved in Phase 1 of the Project, the Notice to Proceed with Phase 2, or any subsequent modification thereto. The detailed estimate of the cost of the Project shall include quantities of all materials and unit prices of labor and materials as well as cost estimates for each item of work. Such working plans and specifications and cost estimates shall be subject to the written approval of the Awarding Authority. The Designer shall furnish to the Awarding Authority for approval six (6) sets of the said plans, specifications, and construction cost estimates.

Following the approval of the plans, specifications and construction cost estimates, the Designer shall incorporate all changes required by the Awarding Authority in the working drawings and specifications and shall prepare and transmit to the Awarding Authority one set of Construction Contract Documents for approval.

Phase 3. - Bidding Phase

Upon written approval of Construction Contract Documents, and a Notice to Proceed, the Designer shall prepare the final Construction Contract Documents, including advertisements for receipt of proposals for construction contractors per Chapter 149, shall assist in distributing the bidding documents to prospective bidders, and shall prepare and transmit all addenda. The Designer shall assist the Awarding Authority in pre-qualifying bidders, shall conduct a pre-bid conference with potential bidders, shall assist in obtaining bids, shall conduct a qualification review of the low bidder and transmit his recommendations as to the award of the construction contract to the Awarding Authority, and shall prepare all notices required to be published in the Central Register. All services shall be in accordance with the requirements of the General Laws relating to public construction projects, in particular Chapter 149.

If the bid of the lowest responsible and eligible bidder exceeds the Fixed Limit of Construction Cost, if any, the Awarding Authority shall have the option to (a) give written approval of an increase in such Fixed Limit, (b) re-bid the Contract within a reasonable period of time, or (c) instruct the Designer in writing to provide such revised Construction Contract Documents as the Awarding Authority may require to bring the cost within the Fixed Limit. In the case of (c), the Designer may in connection with such revisions make reasonable adjustments in the scope of the Construction Contract or quality of the work allowed therein subject to the written approval of the Awarding Authority, which approval shall not be unreasonably withheld. The Designer shall not be entitled to any additional compensation for such services.

The Designer shall review all construction bids for the purpose of advising the Owner on whether the bids are based upon the payment of the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The Designer shall inform the Owner of any bid which, because of its amount, does not realistically appear to contemplate the actual payment of said prevailing wage rates to laborers to be employed on the project.

Phase 4 - Designer's Services During Construction

Upon the award of the construction contract, the Designer and his consultants shall, for the purpose of protecting the Awarding Authority against defects and deficiencies in the work of the Project: (1) be charged with general administration of the construction contract and early bid packages, including review and processing of the General Contractor's applications for payment and change order proposals; preparation of a monetized "punch list" of remaining work following substantial completion of the project work, and subsequent inspection to determine completion of such punch list work; review and processing of the General Contractor's final completion and close out documentation and assistance to the Awarding Authority in the close out process; (2)

furnish the General Contractor with information for establishing lines and grades and such large scale drawings and full sized detailed drawings as the Awarding Authority may require; (3) promptly check and approve samples, schedules, shop drawings and other submissions by the General Contractor; (4) make weekly visits to the site or sites of the Project; (5) conduct semi-final and final inspections of the construction project and report the results of such inspections in writing to the Awarding Authority; (6) require each consultant employed in accordance with ARTICLE 2 above to make visits when necessary, and more often if requested by the Awarding Authority, for the same purposes during the progress of that portion of the said construction to which the consultant's services relate and to report in writing thereon to the Designer; (7) report to the Awarding Authority weekly in writing on the progress of construction including whether or not the General Contractor is keeping record drawings; (8) recommend rejection of all project work observed by the Designer which fails to conform to the Contract Documents; (9) decide all questions regarding interpretation of or compliance with the Contract Documents, except as the Awarding Authority may in writing otherwise determine; (10) review and act on all requests for changes in plans, specifications, work, or contracts for the Project; and (11) upon written instructions from the Awarding Authority, furnish working plans and specifications for any such change.

The Designer shall be familiar with the provisions of the General Laws for payment to the General Contractor, all contractors and subcontractors and shall submit to the Awarding Authority all requisitions for payment submitted by the General Contractor. With respect to each such requisition, he or she shall certify to the best of the Designer's knowledge that the percentage of work included in the requisition is accurate and the work performed conforms to the contract documents. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, said Designer shall forward it for payment to the Awarding Authority dated but unsigned with an accompanying letter of explanation setting forth objections and recommended changes. The Designer shall coordinate the required weekly visit to the construction site in such a manner to be able to return to his office with the contractor's payment bearing the Designer's approval or letter of exceptions. Timely payments to the General Contractor is required by General Laws Chapter 30, section 39K; therefore, the Designer shall establish office procedures assuring either immediate mail or messenger delivery of the requisition for payment to the Awarding Authority, and shall process requisition for payment within forty-eight hours of receipt.

The Designer's responsibility to provide basic services for the construction phase under this agreement commences with the award of the contract for construction, via Notice to Proceed and terminates upon the issuance to the Awarding Authority of the final certificate of payment and the Awarding Authority's acceptance of the completed project.

The Designer will exercise the utmost care and diligence in discovering and promptly reporting to the Awarding Authority any defects or deficiencies in the work of the General Contractor or any of its

subcontractors, or their agents or employees, or any other person performing any of the Work in the construction of the Project. The Designer represents that it will follow the highest professional standards in performing all services under this Agreement. Any defective Designs or Specifications furnished by the Designer will be promptly corrected by the Designer at no cost to the Awarding Authority, and the Designer will promptly reimburse the Awarding Authority for all damages, if any, resulting from the use of such defective Designs or Specifications. The Awarding Authority's approval, acceptance, use of or payment for all or any part of the Designer's services hereunder or of the Project itself shall in no way alter the Designer's obligations or the Awarding Authority's rights hereunder.

Phase 5. - Record Drawings, Reports, Calculations

Before examining the requisition for final payment submitted to the Awarding Authority by the General Contractor and making any certification in response thereto, the Designer shall obtain from the General Contractor record drawings showing the actual installation of the plumbing, heating, ventilating and electrical work under the construction contract and all variations, if any. The Designer shall ascertain by his review that changes authorized by change orders are shown on the General Contractor's record drawings and on the applicable original reproducible and shall submit to the Awarding Authority the complete set as revised, which reproducible shall become the property of the Awarding Authority.

Two suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Awarding Authority at the conclusion of the construction contract and prior to the expiration of the construction period.

As-Built Record Drawings shall be furnished to the Awarding Authority by the Designer.

The Designer acknowledges that the Awarding Authority has hired an Owner's Project Manager, which will be providing project management services during the term of this Agreement.

ARTICLE 7: DESIGNER'S BASIC FEE

- 7.1 For the performance of all services required under the terms of this AGREEMENT and excluding those services specified under ARTICLES 8, 9 and 10, the Designer shall be compensated by the Awarding Authority in accordance with the lump sum fee for this project. The fee is a lump sum of \$_____.
- 7.2 If there is a material change in the scope of services provided in this agreement, the Designer and the Awarding Authority will mutually agree to an adjustment in the Designer's Basic Fee. Delay of one year or more by the Awarding Authority plus a significant change in the estimated construction cost of the project will be considered a material change in scope of services.
- 7.3 The basic fee shall be paid to the Designer in accordance with Attachment C to this agreement. Billings for services shall be made monthly and shall be in proportion to the amount of work completed.

ARTICLE 8: ADDITIONAL COMPENSATION

1. With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority, and preparation of change orders related thereto; (2) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (3) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (4) providing services after final payment to the contractor; (5) revising working plans and specifications submitted in their final and complete form for which bids were not received within six months after submission; (6) making studies other than those normally required and preparing applications and reports to assist the Awarding Authority in obtaining federal and/or state aid; (7) preparing operating and maintenance manuals; (8) assisting the Awarding Authority in litigation arising out of the construction contract; and (9) performing any other professional services not otherwise required under this Contract.
2. For the services provided pursuant to paragraph 1 of this ARTICLE, the Designer shall be compensated by the Awarding Authority at the rates set forth in Attachment C.

ARTICLE 9: REIMBURSEMENT

- 9.1 The Designer shall be reimbursed by the Awarding Authority:(a) at one and one tenth (1.1) times the actual cost to the Designer of consultants hired to obtain any data in accordance with ARTICLE 3 above, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services have been approved by the Awarding Authority or its designee, which may approve a lump sum fee; (b) at one and one tenth (1.1) times the actual cost to the Designer of special consultants not specified in ARTICLE 2, and approved by the Awarding Authority or its designee, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Awarding Authority or its designee, which may approve a lump sum fee; (c) any other specially authorized reimbursement, including special printing; and (d) for all printing and reproduction costs.

ARTICLE 10: DESIGN FEES AND CHANGE ORDERS

- 10.1 The Designer shall be compensated in accordance with the rates specified in ARTICLE 8 for the services of its employees or any consultant listed in ARTICLE 2 for services associated with changes and change orders described in ARTICLE 8. The Designer shall not be compensated for any services involved in preparing change orders required to make unit price adjustments due to existing conditions. Changes for which the Designer receives no compensation under this ARTICLE shall be "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not limit the Town's legal remedies regarding such changes.

Any services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the Construction Documents or other errors or omissions of the Designer, or which result from existing conditions encountered in the building which should have been anticipated by the Designer based on reasonable investigation of said building as required herein, shall not qualify as additional services and shall be performed within the scope of Basic Services.

- 10.2 Payments for modifications or change orders to the Designer shall be made upon completion of the Designer's work under such modifications or change orders.

ARTICLE 11: TERMINATION. NO AWARD

- 11.1 By written notice to the Designer, the Awarding Authority may terminate this contract at any time. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, shall be paid to the Designer by the Awarding Authority. Such payment shall not exceed the fair value of the work, as the Awarding Authority shall determine.
- 11.2 By written notice to the Awarding Authority, the Designer may terminate this contract (1) if the Awarding Authority, within sixty (60) days following written notice from the Designer of any default by the Awarding Authority under the AGREEMENT, shall have failed to remove such default or (2) if, after the Designer shall have performed all services required of the Designer in Phase 1, Phase 2, or Phase 3 of the Project, if applicable, at least six (6) months shall have lapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the AGREEMENT up to and including the date of termination shall be paid to the Designer by the Awarding Authority.

ARTICLE 12: RELEASE AND DISCHARGE

- 12.1 The acceptance by the Designer of the last payment for services paid under the provisions of ARTICLES 11 and 12 in the event of contract termination shall in each instance operate as and be a release to the Awarding Authority, and every member or agent thereof, from all claims and liability to the Designer for payment on account of services performed or reimbursable expenses incurred under this AGREEMENT, except for those written claims submitted by the Designer to the Awarding Authority with the last payment requisition.

ARTICLE 13: NOTICES. APPROVALS. INVOICES

- 13.1 Any notice required under this contract to be given by the Awarding Authority to the Designer, or by the Designer to the Awarding Authority, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Awarding Authority to the Designer at the address specified for the Designer on Page 1, or the Designer to the Awarding Authority.
- 13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.

- 13.3 All invoices may be submitted monthly and subject to contract terms and proper documentation will be promptly processed by the Awarding Authority or returned to the Designer. No invoice, however, shall be required to be submitted or processed when the net amount due is less than \$100.00.
- 13.4 Invoices for services under ARTICLE 6 where such invoices pertain to design services during construction shall also describe the names, payroll titles, and dates of site visits required for construction-phase services. Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.
- 13.5 Requests for previously authorized expenses of any nature must be accompanied by a billing or receipt from the source of the expense.

ARTICLE 14: INSURANCE AND INDEMNIFICATION

- 14.1 The Designer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this AGREEMENT in a minimum amount of \$2,000,000.
- 14.2 The Designer shall procure and maintain worker's compensation and employer's liability insurance in accordance with applicable law.
- 14.3 All coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the Awarding Authority. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion.
- Since this insurance is normally written on a year-to-year basis, the Designer shall notify the Awarding Authority should coverage become unavailable.
- 14.4 The Designer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Designer shall also maintain broad public liability insurance combined single limits of \$1,000,000.00 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- 14.5 The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data are turned over to the Awarding Authority.

14.6 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Awarding Authority at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Designer shall indemnify, defend, and hold the Awarding Authority harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses arising out of the Designer's breach of the Agreement or the negligence or misconduct of the Designer or the Designer's agents or employees.

14.7 To the maximum extent allowed by law, the Designer agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town and its agents and employees from all suits, actions, claims, demands, damages, losses, expenses and costs, including reasonable attorneys' fees, of every kind and description, which the Town may incur or suffer resulting from, in connection with, or arising out of any negligent act, error or omission, or breach of contractual duties to the Town, by the Designer, its agents, servants, employees or consultants. This provision shall survive the termination of this agreement.

14.8 Upon request of the Designer, the Awarding Authority reserves the right to modify any conditions of this Article.

ARTICLE 15: SUPPLEMENTAL CONTRACT DATA: LEGAL REQUIREMENTS

- 15.1 The Designer hereby certifies:
- (i) if an individual, the individual is a registered architect or engineer;
 - (ii) if a partnership, a majority of all the partners are persons who are registered architects or engineers;
 - (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects or engineers, and the person to have the project in his or her charge is a registered architect or engineer;
 - (iv) if a joint venture, each joint venture satisfies the requirements of this section.
(Statutory reference: M.G.L. c.7C, §44)
- 15.2 The Designer hereby certifies that it 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 Agreement. (Statutory reference: M.G.L. c.7C, §51)
- 15.3 The Designer hereby certifies that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory reference: M.G.L. c.7C, §51)
- 15.4 The Designer hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Agreement 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 Agreement to the Designer. (Statutory reference: M.G.L. c.7C §51)
- 15.5 The Designer hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the
- Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7C, §51)

- 15.6 The Designer shall maintain all books, records, and accounts related to the Project in compliance with the following:
1. The Designer shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer.
 2. Until the expiration of six years after final payment, the Awarding Authority, the office of the inspector general and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the Designer or its consultants.
 3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority, including in the Designer's description the date of the change and reasons therefore, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.
 4. The Designer has filed a statement of management on internal accounting controls as set forth in Paragraph (6) below prior to the execution of this Agreement.
 5. The Designer has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in subparagraph 15.6.8 below.
 6. The Designer shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that:
 - (a) transactions are executed in accordance with management's general and specific authorization.
 - (b) transactions are recorded as necessary:
 1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and
 2. to maintain accountability for assets;
 - (c) access to assets is permitted only in accordance with management's general or specific authorization; and

- (d) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.
- 7. The Designer shall also file annually with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
 - (a) whether the representations of management in response to this paragraph and paragraph 15.6.6(b) above are consistent with the result of management's evaluation of the System of internal accounting controls; and
 - (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.
- 8. The Designer shall annually file with the Awarding Authority during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by accountant's report.
- 9. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph 15.6 shall not be public records and shall not be open to public inspection, except as provided in subparagraph 15.6.2. (Statutory reference: M.G.L. c.30, §39R)
- 15.7 The Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7C, §51)
- 15.8 Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement. (Statutory reference: M.G.L. c.149, §44M)
- 15.9 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (Statutory reference: M.G.L. c.62C, §49A) The Designer shall comply with all applicable provisions of M.G.L.c.44 **For agreements not in excess of \$100,000, Section 15.5 and subsections 15.6.3 - 15.6.8 do not apply.**

ARTICLE 16: MISCELLANEOUS PROVISIONS

- 16.1 One (1) reproducible copy and One (1) electronic version in PDF format on a flash drive of all Drawings and Specifications furnished by the Designer and all other documents prepared by the Designer shall become the property of the Awarding Authority. Ownership of the stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such Drawings and/or Specifications without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer's independent professional associates, subcontractors, or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the Designer's rights under this AGREEMENT.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.
- 16.3 This Agreement represents the entire agreement between the Awarding Authority and the Designer, and supersedes any prior agreements whether oral or written. This Agreement may be amended only by written instrument executed by both the Awarding Authority and the Designer.
- 16.4 The Designer agrees that the Awarding Authority and any of its officer or employee assume no personal liability under this Agreement.
- 16.5 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 16.6 In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

[Signatures on next page]

SIGNATURES

IN WITNESS WHEREOF, on the day and year hereinabove first written, the Designer has caused this Agreement to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized to do so, and the Board of Selectmen has signed this agreement on behalf of the Awarding Authority.

Accepted by Awarding Authority
Town of Tisbury
By its Selectmen

Accepted by Designer

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

: