February 5, 2020

Sharon A. Sharry, Director
Jones Library
43 Amity St
Amherst, MA 01002

RE: Proposal for an Accessibility Study and Review of Required Building Improvements

Dear Ms. Sharry,

Thank you for the opportunity to provide you with this proposal for an Accessibility Study and Review of Required Building Improvements at Jones Library. Per our meeting last week, it is our understanding that in May of 2017 Western Builders, Inc. provided an existing building evaluation and identified required building improvements and the associated costs for those improvements. The improvements were broken down into the following items:

- Replace the Skylight
- Replace South Elevator
- Interior Improvements
- Mechanical, Electrical and Plumbing Improvements
- Structural Improvements
- Exterior Improvements

The cost for all of these improvements is estimated at between $8M and $9.5M. This estimate did not take into account any accessibility upgrades that would be required based on these improvements. The purpose of this study is to identify the required accessibility improvements and determine the potential additional costs for those improvements. In addition, we will work with Western Builders to update their cost estimate based on 2020 costs. This study will allow the Board of Trustees to evaluate the potential costs of the required building improvements vs. the costs for a whole building renovation/addition as proposed by Finegold Alexander Architects (FAA).

Based on our understanding of the study requirements, we have developed the following Scope of Work and Task List.

CHARLES W. ROBERTS, AIA • JONATHAN M. SALVON, AIA • AELAN B. TIERNEY, AIA
www.kuhriddle.com
Task 1: Existing Conditions Review (2 weeks)
1.1 Architectural Survey - KRA staff will visit the building to take photographs and confirm that the existing building layout matches drawings provided by FAA. Focus for this study phase will be on general plan layout. We do not anticipate providing full existing condition drawings as we expect to be able to use existing condition drawings produced by FAA. The following accessibility items will be reviewed:

- Entryways and exits – in particular the main entrance.
- Space allowance for passage ways including doors, doorways, halls, and aisles
- Reach ranges for access to shelving/books and other materials
- Reading areas, study areas, and computer stations for adequate access
- Material check-out/return areas for proper clearances and heights
- Stack access and heights
- Toilet rooms
- Stairs and handrails
- Doors and hardware
- Elevators
- Floor surfaces
- Drinking fountains
- Signage
- Accessible parking spaces and access to entries
- Exterior walkways
- Interior/interior ramps

1.2 MEP/FP Survey - We are not including evaluation of these systems for this study; however, we could engage consultants for this study if desired. It is assumed that the review of these systems by Western Builders in 2017 is sufficient.

Task 2: Accessibility Scope of Work Narrative (2 weeks)
2.1 This study does not anticipate any modifications to the existing program/layout other than what would be required to meet accessibility requirements. We do not anticipate producing any drawings or sketches showing new design options. We will provide a narrative describing modifications, with photographs, and identifying areas on the plan which would require modification to meet accessibility requirements. This Scope of Work narrative will be used by the cost estimator to develop budgets for the proposed accessibility modifications. If sketches or drawings are required, we will provide them as an additional service.

Task 3: Regulatory Requirements (1 week)
3.1 The regulatory review will focus on the requirements of the Massachusetts Architectural Access Board (521 CMR MAAB) and the Americans with Disabilities Act (ADA). An accessibility code review narrative will be provided based on our observation of existing conditions.

Task 4: Cost Estimate and Final Study Documents (2 to 4 weeks)
4.1 Western Builders will provide an updated cost estimate for the previously identified required building improvements, as well as provide estimated budgets for accessibility upgrades that are identified during this study.
4.2 KRA will review the cost estimates with the estimator and suggest adjustments if any are identified.

4.3 KRA will assemble the documents into a final study package for review by the Board of Trustees. The document will be in an electronic format and may be distributed electronically. KRA will provide one printed copy for review.

**Task 5: Meetings and Communications:**
5.1 KRA will meet with Jones Library representatives to review the Scope of Work Narrative and Accessibility Code Review prior to submission to Western Builders.

5.2 KRA will meet with Jones Library representatives to review the updated cost estimates and new accessibility upgrade budgets prior to assembling the Final Study.

5.3 KRA will meet with Jones Library representatives to review the final study document.

**Timeline:** If given authorization to proceed, KRA will complete the study within 8 to 10 weeks.

**Fee Proposal:** Per the Scope of Work and Task outline above we, have developed the following fee structure:

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task-1 - Existing Conditions</td>
<td>$ 4,200</td>
</tr>
<tr>
<td>Task 2 - Scope of Work Narrative</td>
<td>$ 5,200</td>
</tr>
<tr>
<td>Task 3 - MAAB Code Review</td>
<td>$ 2,600</td>
</tr>
<tr>
<td>Task 4 - Cost Estimate and Final Study</td>
<td>$ 4,000</td>
</tr>
<tr>
<td>Task 5 - Communication and Meetings</td>
<td>$ 2,600</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 18,600</strong></td>
</tr>
</tbody>
</table>

I hope that this proposal gives you a sense of the anticipated fees associated with the Scope of Work for this Study. Please note that should the Scope of Work or timeline change significantly, we will work with you to adjust our fees accordingly. If you find this proposal acceptable, please sign below and return one copy to our office and we will commence work immediately. Please do not hesitate to contact me with any questions or if you would like to discuss this further. We look forward to working with you!

Sincerely,

[Signature]

Aelan B. Tierney, AIA, LEED AP BD +C
Principal

[Signature]

Library Director

Client, Position

Date

2-11-2020
Kuhn Riddle Architects Inc. Professional Service
Terms and Conditions

The Design Professional, Kuhn Riddle Architects, Inc., shall perform the services outlined in this agreement for the stated fee arrangement as noted in the attached proposal for an Accessibility Study and Review of Required Building Improvements at the Jones Library, dated February 5, 2020.

Access to Site
Unless otherwise stated, the Design Professional will have access to the site for activities necessary for the performance of the services. The Design Professional will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee
The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments
Invoices for services and reimbursable expenses shall be submitted, at the Design Professional’s option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 60 days. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorneys’ fees. Additionally, Design Professional has the right to suspend services if unpaid within 30 days and client agrees to waive all consequential damages and hold harmless Design Professional for any claims that arise due to said suspension of services.

Hidden Conditions and Hazardous Materials
A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing condition nor any resulting damages to persons or property. The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnification
The Design Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys’ fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other’s own negligence.

Risk Allocation
In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional’s total liability to the Client, for any and all damages or claim expenses (including attorneys’ fees) arising out of this agreement, from any and all causes, to the total amount of the Design Professional’s fee or other amount agreed upon when added under Special Conditions.

Termination of Services
This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents
All documents produced by the Design Professional under this agreement shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional.

Dispute Resolution
Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the Design Professional.

Initials: ABT (Aelan B. Tierney, AIA)  SS (Sharon A. Sharry)