



Department of Buildings and General Services
Office of Purchasing & Contracting
133 State Street, 5th Floor | Montpelier VT 05633-8000
802-828-2211 phone | 802-828-2222 fax
<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID

REQUEST FOR PROPOSAL

ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE

VERMONT BUILDING EXTERIOR RESTORATION
Eastern States Exposition Avenue of States Vermont Building
1305 Memorial Avenue
West Springfield, MA

ISSUE DATE	April 2, 2024
BIDDERS CONFERENCE	April 16, 2024 – 10:30 AM (EST)
QUESTIONS DUE	April 23, 2024 – 4:30 PM (EST)
RFP RESPONSES DUE BY	May 9, 2024 – 4:30 PM (EST)

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://www.bgs.state.vt.us/pca/bids/bids.php>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT: James Meyers, State Senior Purchasing Agent
E-MAIL: BGS.OPCVendorDocs@vermont.gov

1. OVERVIEW:

1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Office of Purchasing & Contracting (hereinafter the "State") is seeking to establish a contract with a qualified Architectural firm to provide architectural and engineering design services for the Vermont Building Exterior Restoration at the Eastern States Exposition's Avenue of States in West Springfield, Massachusetts (1305 Memorial Avenue). The primary objective of the project is the exterior building restoration. The scope includes clock tower and cupola restoration, slate and copper roof replacement, wood trim restoration, window replacement and restoration, and exterior lighting. Interested firms are invited to bid on providing architectural/engineering design services described in Section 2 of this RFP.

The scope of services for this project shall include schematic design, design development, construction documents, bidding and negotiation, construction administration, and permitting. The design team must include architectural, structural, architectural historian services, and envelope commissioning.

- 1.1.1. The Vermont Building contains over 30 exhibitors and is part of the Big E exposition held annually at the Eastern States Exposition fairgrounds in West Springfield, Massachusetts. The building is on the Avenue of States with five other New England state buildings. The Avenue of States is one feature of the Big E Exposition that draws shoulder-to-shoulder crowds purchasing a plethora of goods and foods and showcases each state. Following the Avenue of State's theme, the 1929 building design is inspired by the Vermont State House, with ornate Greek Revival porticos in marble and brick and a domed cupola above a traditional clock tower. The building is 11,000 gross square feet and the interior of the building was designed as an open exposition space. The building and vendors represented and marketed Vermont to as many as 1.4 million visitors in 2023.
- 1.1.2. In 2022 the State of Vermont worked with an architect and engineers to provide predesign and planning for significant repairs and renovations to be completed ahead of the 2029 Centennial Celebrations. Many repairs are urgently needed ahead of renovation and improvements to the exposition hall.
- 1.1.3. The construction budget is \$2,700,000.00.
- 1.1.4. The 1929 Vermont Building shell requires preservation, restoration, and selective replacement. Water damage and deterioration are present.
- 1.1.5. The Massachusetts Historic Commission determined this building is eligible for the National Register of Historic Places (as contributing to a potential district). The Vermont Division for Historic Preservation has sole review authority for this project due to state funding.

1.2. **CONTRACT PERIOD:** The State anticipates the start date will be June 18, 2024. The substantial completion date will be August 26, 2025, and the contract completion date will be September 30, 2026, which includes a one-year warranty period.

1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.

1.4. **BIDDERS' CONFERENCE:** On the date and time indicated on the front page of this RFP a **non-mandatory** bidder's conference will be held at the Vermont Building at the Eastern States Exposition's Avenue of States in West Springfield, Massachusetts (1305 Memorial Avenue).

Directions from Memorial Avenue:

Enter the grounds via the western Big E-Gate 1. This is a GPS destination.

Notify the guard that you are going to the Vermont Building.

Turn Left after the guard booth to enter the grounds.

On the second street on the right, turn right onto the Avenue of States.

The Vermont Building is the third state building on the right.

The building is without heat and plumbing is shut off, there are no restrooms.

- 1.5. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://www.bgs.state.vt.us/pca/bids/bids.php> . Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions. All information provided by vendors during this process will be public and bidders shall not provide confidential information, except as described in 4.1 below.
- 1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php> . Modifications from any other source are not to be considered.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

- 2.1. Provide architectural and engineering design services for the Vermont Building Exterior Restoration at the Eastern States Exposition's Avenue of States in West Springfield, Massachusetts (1305 Memorial Avenue). The primary objective of the project is the exterior building shell restoration. The scope of services for this project shall include schematic design, design development, construction documents, bidding and negotiation, construction administration, and permitting. The design team must include architectural, structural, architectural historian services, and envelope commissioning.
- 2.2. The following shall be included in the architectural/engineering design firm's scope of work:
 - 2.2.1. Clock Tower and Cupola Restoration:
 - 2.2.1.1. Design full restoration of existing components with new firestop, tower lighting, lightning protection, and improved OSHA-compliant interior access. Specify a contractor allowance for clock and clock lighting restoration.
 - 2.2.2. Slate and Copper Roof Replacement:
 - 2.2.2.1. Include the design of gutters, downspouts, and anchors.
 - 2.2.3. Wood trim, siding, and flashing restoration for the following areas:
 - 2.2.3.1. Front portico with wooden capitals at the top of the marble columns and pediment.
 - 2.2.3.2. Eaves, cornice, frieze, architrave, soffits, gable end returns.
 - 2.2.3.3. Side balconies restoration with roof and balustrade.
 - 2.2.3.4. Clerestory clapboards.
 - 2.2.3.5. Rear 2/3 cornice overhang and roofing/flashing and priority brick repointing in this area.
 - 2.2.3.6. Front doors.
 - 2.2.3.7. Water management at wood to masonry and other transitions.
 - 2.2.3.8. Masonry repairs.
 - 2.2.3.9. Strip existing lead paint to bare wood in select locations.

- 2.2.3.10. Exterior Attached Shed - siding, roof, and door replacement. Include design and material selection improvements, exterior insulation, passive roof ventilation, and mechanical ventilation for the space.
- 2.2.4. Clerestory window replacement.
- 2.2.5. Double-hung window restoration and window trim with new wood storm windows.
- 2.2.6. French door and fixed lite restoration, replacement where not possible.
- 2.2.7. Replace side doors.
- 2.2.8. Maintain, improve, or add Vermont signs at four major facades.
- 2.2.9. Not in scope:
 - 2.2.9.1. Masonry repairs for appearance.
 - 2.2.9.2. Replacement of T-111 at boarded windows.
 - 2.2.9.3. Replacement of rear overhead doors.
 - 2.2.9.4. Freestanding vendor shed.
 - 2.2.9.5. Rear stage structure.
 - 2.2.9.6. The membrane roof, skylights, and metal parapet caps.
- 2.2.10. The design should follow the Secretary of Interiors Standards for the Treatment of Historic Properties. The design team will aid BGS in a submission to the Vermont State Historic Preservation Officer by providing the photos, drawings, maps, and specifications.
 - 2.2.10.1. Alternative materials to in-kind replacement are anticipated for:
 - 2.2.10.1.1. Original Toncan and newer aluminum/steel material roofing materials.
 - 2.2.10.1.2. Wood siding immediately above the flat roof, and vulnerable clerestory windows.
 - 2.2.10.1.3. Other wood as required.
- 2.2.11. Related updates and improvements for durability and appearance such as improved drainage, exterior lighting, critter deterrents, etc.
 - 2.2.11.1. The design team services shall include specification and participation in mock-ups and architectural historian review at each design phase for the tower and wood trim restoration.
- 2.2.12. Programming Phase: Not Applicable
- 2.2.13. Schematic Design Phase: Included (per contract)
 - 2.2.13.1. Perform physical at-height inspection and assessment of existing conditions of the Clock Tower and Cupola from the supporting conditions to the top of the weathervane. Provide detailed as-builts with detailed measurements and existing condition photos with timber/wood species and moisture content information. The level of detail required must support structural and architectural evaluation of conditions and inform whether the cupola will be lowered for further inspection and repair. Due to height, repairs should be durable and comprehensive to last until the next 30-year+ restoration campaign. The construction manager will provide support in providing access, revealing concealed conditions, and developing this repair scope,

especially sequencing/constructability/staging and/or removal.

2.2.13.2. Provide site visits as necessary to observe and measure, survey, or photograph the conditions, materials, and existing construction. Develop existing condition plans and an understanding of conditions for the scope of work. Update as-builts.

2.2.13.3. Include two site meetings for schematic design. Determine owner requirements through meeting with the BGS Project Manager and Division for Historic Preservation (DHP). Review restoration details and alterations with the architectural historian/preservation consultant, the DHP, the BGS Project Manager, and BGS Maintenance. Present an opinion on options.

2.2.13.4. Provide architectural historian services to complete a Vermont Architectural Resource Inventory (VARI) Individual Property Survey Form for the tower and cupola.

2.2.14. Permitting Phase: Included (per contract)

2.2.14.1. The work includes completing and submitting application and compliance documents and providing construction quality control services according to the Massachusetts building code.

2.2.14.2. West Springfield, Massachusetts' Building Department issues building permits.

2.2.14.3. West Springfield, Massachusetts' Planning Department and Planning Board reviews zoning applications.

2.2.14.3.1. Include one early in-person meeting to discuss both applications.

2.2.15. Design Development Phase: Included (per contract)

2.2.15.1. Schedule and lead one in-person meeting after the BGS/DHP review.

2.2.15.2. Complete structural code review and structural modeling for timber or connection repairs and code compliance.

2.2.15.2.1. Design deduct alternate #1 Provide an alternate deduct price to be taken to deduct all scope in the item above if it is not necessary upon the assessment described in 2.2.13.1.

2.2.15.3. Provide architectural historian services to prepare a 22 V.S.A. application for the statement of impact in the context of the potential historic district. Information must be provided on the Avenue of States buildings for context.

2.2.15.4. Submit design development drawings and specifications and cut sheets for review by the state project manager, construction manager, and others. Respond and revise drawings and specifications according to comments and remarks provided by the review team.

2.2.15.5. Include one design development meeting to review, discuss, and respond to written comments.

2.2.16. Construction Documents Phase: Included (per contract)

2.2.16.1. Schedule and lead one meeting after the BGS/DHP review (via Microsoft Teams). Include 2 additional remote progress meetings.

2.2.16.2. Provide an envelope commissioning agent review of drawings and specifications and develop and specify tower envelope commissioning procedures and tests for durability, weather protection, and moisture management.

2.2.16.3. Submit draft construction document drawings and specifications for review by the state project manager, construction manager, and others. Respond and revise drawings and specifications according to comments and remarks provided by the review team.

2.2.16.4. Include one construction document meeting to review, discuss, and respond to written comments.

2.2.17. Bidding or Negotiation Phase: Included (per contract)

2.2.17.1. Issue addenda to answer bidder questions and provide clarifications, including revised drawings, during the bidding period.

2.2.17.2. The architect and structural engineer shall both attend one onsite pre-bid meeting.

2.2.18. Construction Administration Phase: Included (per contract)

2.2.18.1. Include full architectural services per the standard contract language, except as excluded below.

2.2.18.1.1. Meeting minutes are by the construction manager.

2.2.18.2. Commission the tower envelope for durability, weather protection, and moisture management. Perform in situ tests with a qualified envelope commissioning agent.

2.2.18.3. Include five structural construction administration site visits, site visit reports, and attendance at five project meetings.

2.2.19. Additional Services: Not Applicable

2.2.20. Contract requirements for LEED and Efficiency Vermont do not apply for this MA location and seasonal use building. MASS SAVES Efficiency incentives do not apply to this scope.

2.2.21. Estimating and Statements of Probable Construction Costs are by the construction manager for all phases of design. Review these estimates by others.

2.2.22. The construction manager will be starting preconstruction services at schematic design in July of 2024.

2.3. **PROPOSED PROJECT SCHEDULE:**

Project Event	Completion Date*
Project Start	6/18/2024
Programming	NA

CM Preconstruction Services Start	7/2024
Schematic Design Draft	7/18/2024
Schematic Design	7/25/2024
Design Development Draft	9/5/2024
Design Development Phase	9/26/2024
Construction Documents Draft 95%	11/29/2024
BGS Review/Approval of Phase	12/12/2024
Construction Documents Phase	1/2/2025
Permitting	12/28/2024
Bidding or Negotiation Phase (GMP and LOI)	1/16/2025
Construction Start Date (site)	2/3/2025
Occupancy required for event mid-September- October 2025 (DATES TBD).	
Construction Substantial Completion (Due to Event)	8/26/2025
Construction Administration Phase/ Construction Project Completion	10/30/2025
Contract Completion (includes 12-month construction warranty period)	9/30/2026

*This schedule is subject to change after the construction manager review.

3. GENERAL REQUIREMENTS:

3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.

3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

3.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.

3.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

3.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

3.3.1. Self Reporting: For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

3.3.2. Subcontractor Reporting: For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

3.4. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**

For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

3.5. **ELECTRONIC SUBMITTALS:**

3.5.1. The construction manager shall obtain a license for the State to utilize Submittal Exchange for the purposes of this project. The State and its representatives will have full control of the use of Submittal Exchange by authorized users of the State.

3.5.2. Submittal Exchange® (www.submittalexchange.com) shall be used to provide an online database and repository, which shall be used to transmit and track project-related documents. The intent for using this service is to expedite the construction process by reducing paperwork, improving information flow, and decreasing submittal review turnaround time.

a. Project submittals (shop drawing, product data and quality assurance submittals) shall be transmitted by the Contractor in PDF to Submittal Exchange®, where it will be tracked and stored for retrieval for review. After the submittal is reviewed it shall be uploaded back to Submittal Exchange® for action and use by the Contractor.

b. The service also tracks and stores documents related to the project such as Request for Information (RFI's), Architect/Engineer's Supplemental Instructions (ASI), Information Bulletins (IB's), CAD Coordination, Commissioning documentation, Construction Change Directive (CCD), Contractor's Daily Reports, Minutes, Photos, Quality Control, Shop Drawings, Testing, Closeout Documents including As-Built Drawings, Operations and Maintenance Manuals and other project related documents.

c. The electronic submittal process shall not be used for color samples, color charts, or physical material samples.

3.5.3. The Project Manager will coordinate the initial training between the Contractor and Submittal Exchange®.

3.6. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal,

preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

3.6.1. **Evaluation Criteria:** Consideration shall be given to the information provided in the Bidder's completed BIDDER QUALIFICATION PROCESS FORM and PRICE SCHEDULE and their relevance to the project described in this RFP, cost, and the best interest of the State.

3.6.1.1. **Qualification Process:**

3.6.1.1.1. Fill out minimum qualifications in the attached BIDDER QUALIFICATION PROCESS FORM. **ALL** questions must be answered. Incomplete forms will result in disqualification. No additional information is requested or necessary.

3.6.1.2. **Price Schedule:**

3.6.1.2.1. Complete the attached PRICE SCHEDULE. Submit an Hourly Rate Sheet on company letterhead including a Reimbursables Cost Schedule.

3.6.1.2.2. Submit an Hourly Rate Sheet on company letterhead including a Reimbursables Cost Schedule for each proposed subconsultant.

3.7 **CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event the State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.

3.8 **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

3.9 **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference.

3.9.1 **Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/> .

3.9.2 The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

3.9.3 **Payment Terms.** Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

3.9.4 **Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

4.1 **Unsolicited Bidder-Confidential Information Prohibited.** Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below,

and so marked. By submitting a proposal in response to this RFP, bidders acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing bidder-confidential information from entering the public record.

- 4.1.1 **Disclosure under Public Records Act.** All information received by the State in response to this RFP will become part of the contract file and subject to Vermont public records law. Responses by any bidder may become available to the public once a contract has been executed or otherwise following conclusion of this procurement process, in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq., or the State may choose to publicly post them.
- 4.1.2 **Unsolicited Confidential Materials.** The State intends to redact or withhold only those confidential materials specifically requested below. All other materials, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.
- 4.1.3 **State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information.** It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

4.2 The bid should include a Cover Letter and Technical Response and Price Schedule.

4.3 **COVER LETTER:**

- 4.3.1 **Exceptions to Contract Terms and Conditions.** If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal, and that the State's non-rejection of a proposal on this basis does not indicate acceptance of the exceptions.

4.4 **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:

- 4.4.1 Provide details concerning your form of business organization, company size and resources.
- 4.4.2 Describe your capabilities and particular experience relevant to the RFP requirements.
 - 4.4.2.1 Identify all current or past State projects.
- 4.4.3 Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.3.2 above.

4.5 **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

4.6 **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

4.7 **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

4.8 **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. **SUBMISSION INSTRUCTIONS:**

5.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

5.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date.

5.2 **BID DELIVERY INSTRUCTIONS:**

5.2.1 ELECTRONIC: Electronic bids **will** be accepted.

5.1.2.1. E-MAIL BIDS. Emailed bids **will** be accepted. Bids will be accepted via email submission to the email address indicated on the front page of this RFP.. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid, if necessary, in order to meet this size limitation.

5.1.2.2. FAX BIDS: Faxed bids will **not** be accepted.

5.2.2. PAPER FORMAT BIDS: Paper format bids will **not** be accepted.

6. **BID SUBMISSION CHECKLIST:**

- ✓ Cover Letter
- ✓ Signed and Completed Certificate of Compliance (3 pages)
- ✓ Signed and Completed Price Schedule (1 page)
- ✓ Signed and Completed Bidder Qualification Process Form (2 pages)
- ✓ Hourly Rate Sheet(s)
- ✓ Reimbursables Cost Schedule(s)

7. **ATTACHMENTS:**

- 7.1. Certificate of Attachment C: Standard State Contract Provisions (December 7, 2023)
- 7.2. Certificate of Compliance
- 7.3. Price Schedule
- 7.4. Subcontractor Reporting Form
- 7.5. Bidder Qualification Process Form
- 7.6. Sample Architect and Engineer State of Vermont Contract
- 7.7. Attachment D: Standard State Provisions, Architect/Engineer Professional Service Agreement
- 7.8. Additional Attachment
 - 7.8.1. Northeast Collaborative Architects Planning and Predesign Report from February 2024.
- 7.9. Buildings and General Services Design Guidelines
https://bgs.vermont.gov/dnc/design_guidelines

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 07, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 07, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- Energy Star® Certification
- LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
- Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

4. Please list any additional practices that promote clean energy and take action to address climate change:

E. Executive Order 02 – 22: Solidarity with the Ukrainian People

- By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

PRICE SCHEDULE

A. Complete the attached table in accordance with requirements identified in Section 1 of this RFP.

Deliverable No.	Description	Price	Percentage	Delivery Date
1	Programming	\$ NA		NA
2	Schematic Design	\$		
3	Design Development	\$		
4	Construction Documents	\$		
5	Bidding or Negotiation	\$		
6	Construction Administration (including 1-year warranty)	\$		
7	Permitting	\$		
	Reimbursable Expenses	\$		
	Total Project Cost (Include all lines above for a base price with no alternates taken)	\$		
	Design Deduct Alternate #1:	\$		

*Design Alternate pricing to be held until the completion of Design Development.

B. Provide your firm's Hourly Rate Sheet on company letterhead and Reimbursables Cost Schedule.

C. Provide your subconsultants' Hourly Rate Sheet(s) on company letterhead and Reimbursable Cost Schedule(s).

D. Provide the following information:

- Multiplier for additional services of professional consultants _____ times amount billed to the Architect/Engineer for such additional services.

2. Multiplier for additional services of professional sub-consultants _____ times amount billed to the Architect/Engineer for such additional services.

Bidder Name: _____ Contact Name: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

Date: _____

SUBCONTRACTOR REPORTING FORM

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor’s subcontractors and by whom those subcontractors are insured for workers’ compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor’s providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By	Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Office of Purchasing & Contracting
133 State Street, 5th Floor
Montpelier, VT 05633-8000

BIDDER QUALIFICATION PROCESS FORM

Project Name: Vermont Building Restoration

Project Number: 210089

Project Location: 1305 Memorial Avenue, West Springfield, MA

Qualification Process

The Department of Buildings and General Services (BGS) is requiring that all contractors meet certain minimum qualifications to be eligible to bid on this project. Contractors are requested to submit their qualifications for evaluation in response to the Request for Proposal (RFP) per the requirements outlined below.

Buildings and General Services has the authority to award state construction contracts to one of the three lowest responsible bidders who have submitted a bid which conforms to the specifications included in this RFP. In making our determination of whether or not a bidder is a "responsible bidder", BGS is permitted to weigh and consider the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, and his or her ability to render satisfactory service. (29 V.S.A. § 161(a)(1)).

Only those bidders who properly complete and provide all the following information and are found to meet the minimum requirements delineated below will be eligible to be considered "responsible bidders" and be deemed qualified to bid on this project. The qualification process detailed in this RFP is specific and limited to this particular project and will not be used by BGS to prohibit or restrict the contractor from bidding other BGS projects.

Qualification Criteria

Only those bidders who properly complete and provide the following information with their bid response, and meet the minimum requirements delineated below will be eligible to be considered for this project. Answers must be "yes" or "no." IF A BIDDER FAILS TO PROVIDE A RESPONSE TO ALL OF THE REQUESTED DETAIL, THE BID WILL AUTOMATICALLY BE DISQUALIFIED.

1. In the last ten years, my firm, in the capacity of the prime contractor has completed architectural/engineering services on at least five projects of similar size, complexity, and value for historic buildings.

Yes _____ No _____

- A. If the answer to this question is "No", the bidder is not qualified to bid this project.
- B. If the answer to this question is yes; provide a one-page submittal attached to the bid, identifying the response to this question with one (1) reference for each of the projects identified. Include the project lead, project manager, project contract value, the date the project was completed, and the name, address, phone number, and point of contact who can talk knowledgeably about project performance.

2. In the last ten years, the structural engineer subconsultant has completed architectural/engineering services on at least five projects of similar size, complexity, and value for historic buildings. At least one of the projects must include a timber tower.

Yes _____ No _____

C. If the answer to this question is "No", the bidder is not qualified to bid this project.

D. If the answer to this question is yes; provide a one-page submittal attached to the bid, identifying the response to this question with one (1) reference for each of the projects identified. Include the project lead, project manager, project contract value, the date the project was completed, and the name, address, phone number, and point of contact who can talk knowledgeably about project performance.

3. The Project Lead and Project Manager that will be designated to oversee this project must have completed projects of similar size, complexity, and value for historic buildings. Provide a one-page resume for both the Project Lead and Project Manager detailing their experience, including specific project information.

Contractor Company Name: _____

Contractor Signature: _____

Contractor Printed Name: _____

Date: _____

(NOTE: Text that appears in orange letters is instructive only and should be deleted from the final SOW-Agreement. Text in yellow highlighting must be updated or deleted. Utilize or delete paragraphs as appropriate to the agreement. Text that appears in black letters should be included in the agreement as is.)

THE STATE OF VERMONT

STANDARD FORM OF AGREEMENT BETWEEN
STATE OF VERMONT OR ANY AGENCY
THEREOF AND ARCHITECT/ENGINEER

AGREEMENT

BETWEEN Agency of Administration
Department of Buildings and General Services
133 State Street, 5th Floor
Montpelier, Vermont 05633 the State, and

Company Name
Company Address
City, State and Zip Code the ARCHITECT/ENGINEER or A/E or Contractor.

It is the intention of the State to ***, hereinafter referred to as the Project.

The State and the ARCHITECT/ENGINEER agree as set forth below:

The period of performance under this contract shall commence on ***, and end on ***, with a Substantial Completion date of ***, a Project Completion date of ***, and a Contract Completion date of ***, to allow for one year warranty inspection(s) as may be required of the construction contract work.

Delete this paragraph if contract is not a sole source

SOLE SOURCE CONTRACT FOR SERVICES. This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

MAXIMUM LIMITING AMOUNT \$ ***

PROJECT DESCRIPTION: ***

- I. THE ARCHITECT/ENGINEER shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

The ARCHITECT/ENGINEER shall provide the professional services for the Project utilizing requisite skills, ability, and judgment reasonably and without neglect. Prior to executing this Agreement, the ARCHITECT/ENGINEER shall be licensed by the State of Vermont as an Architect/Engineer, and the A/E shall maintain such license for the duration of this project.

In performing professional services in connection with this Agreement, the ARCHITECT/ENGINEER shall (1) comply with the applicable professional standard of care; and (2) design the Project in compliance with all federal, state and local building codes in effect at the time including any and all permit conditions that may be imposed by authorities having jurisdiction.

The Architect/Engineer shall be licensed in Vermont before executing this contract and shall maintain such license for the duration of this project.

- II. THE State shall compensate the ARCHITECT/ENGINEER, in accordance with the Terms and Conditions of this Agreement in one of the following manners:

Project Manager needs to select one of the following paragraphs that identifies whether compensation is based on an Hourly Rate or Lump Sum Fixed Fee

A. Compensation based on Hourly Rate:

FOR THE ARCHITECT/ENGINEER'S BASIC SERVICES, as described in Paragraph 1.1, a Basic Fee computed as follows:

Principals' time at the fixed rate of *** dollars (\$***) per hour. For the purpose of this Agreement, the Principals are: ***

Employees' time computed at a multiple of *** (***) times the employees' Direct Personnel Expenses as defined in Article 4.

Services of professional consultants at a multiple of *** (***) times the amount billed to the ARCHITECT/ENGINEER for such services.

The amount of said fee shall not in any event exceed *** dollars (\$***)

OR

A. Lump Sum or Fixed Fee

FOR THE ARCHITECT/ENGINEER'S BASIC SERVICES, as described in Paragraph 1.1, a Basic Fee of a Lump Sum of dollars (\$***) determined by multiplying the estimated construction cost by ***%.

- B. THE ARCHITECT/ENGINEER'S REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.

- C. FOR THE ARCHITECT/ENGINEER'S ADDITIONAL SERVICES (if any), as described in Paragraph 1.3, a fee computed as follows:

Principals' time at the fixed rate of *** dollars (\$***) per hour. For the purposes of this Agreement, the Principals are: ***

Employees' time computed at a multiple of *** times the employees' Direct Personnel Expense as defined in Article 4.

Additional services of professional consultants authorized in writing by the State at a multiple of *** (***) times the amount billed to the ARCHITECT/ENGINEER for such additional services.

- D. THE TIME AND FURTHER CONDITIONS OF PAYMENT shall be as described in Article 6.
- III. THE ARCHITECT/ENGINEER shall complete those duties set forth in Article 1, Paragraphs 1.1 through 1.1.41 of this Agreement on or before (Substantial Completion date) and one year warranty inspection(s) as may be required of the construction contract work by (Contract Completion date).
- a. It is understood that any delay caused by the State shall result in a corresponding extension of the applicable period. It is the obligation of the Architect/Engineer to immediately notify State of the delay and to initiate a change order amending and extending the date in Paragraph III above, within 30 days.
- b. THE ARCHITECT/ENGINEER shall include one (1) complete set of reproducible record prints, which shall be submitted to the State prior to final payment for basic services to the ARCHITECT/ENGINEER.

The following Paragraph, III (c), should be deleted if compensation is based on hourly rate as selected in II (A).

- c. THE ARCHITECT/ENGINEER'S fee for basic services shall be adjusted at the completion of the design development phase by multiplying the accepted probable construction cost by the percentage in Paragraph II (A). For purposes of determining the ARCHITECT/ENGINEER's fee, the construction cost is exclusive of any contingency or other exclusions identified in Article 3. In the event that the State and the ARCHITECT/ENGINEER cannot agree on an "accepted probable construction cost", the State may at its option terminate the contract and pay the ARCHITECT/ENGINEER fees due up to the point of termination or direct the ARCHITECT/ENGINEER to develop construction documents and to bid these documents. In the later case, the ARCHITECT/ENGINEER's fee shall be based on the accepted construction bid or the ARCHITECT/ENGINEER's statement of probable construction cost at the design development phase, whichever is least.

OPTIONAL

Need prior approval from Director before using Paragraph III (d)

- d. The accepted probable construction cost used to determine the ARCHITECT/ENGINEER's fee (above) shall be converted to a "fixed limit of construction cost" by adding a bidding contingency of 5%. This fixed limit of construction cost shall be established as a condition of this Agreement per Article 3.4.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN STATE AND ARCHITECT/ENGINEER

ARTICLE 1

ARCHITECT/ENGINEER'S SERVICES

1.1 BASIC SERVICES \$Basic Services + Additional Services + Reimbursables

- 1.1.1 The ARCHITECT/ENGINEER's Basic Services consist of the phases described below. Except as specifically provided for herein, the ARCHITECT/ENGINEER shall provide to the State all landscaping architectural services as well as civil, structural, mechanical and electrical engineering in connection with the Project.
- 1.1.2 The ARCHITECT/ENGINEER shall ensure the project complies with all applicable codes and guidelines in effect at the time of the design, including just as an example but not limited to:
- Vermont Fire and Safety Building Code available online at <http://firesafety.vermont.gov>
 - Vermont Commercial Building Energy Standards / http://publicservice.vermont.gov/energy_efficiency/cbes
 - Vermont Department of Buildings and General Services Design Guidelines available online at <http://bgs.vermont.gov/facilities/forms>
 - Vermont Department of Buildings and General Services Space Standards available online at <https://bgs.vermont.gov/propertymanagement/space-standards>
- 1.1.3 Whenever applicable, ARCHITECT/ENGINEER shall be responsible for the preparation, or for modification

when changes are made, of complete construction contract documents setting forth in detail the plans and specifications for the project, including full coordination of design disciplines and within each discipline, and ARCHITECT shall exercise the degree of skill and care ordinarily possessed by a reasonably prudent design professional providing services under like or similar conditions and circumstances.

1.1.4 Written reports delivered under the terms of this contract shall be printed using both sides of the paper.

PLANNING AND PROGRAMMING §INDICATE "NOT APPLICABLE" IF SECTION IS NOT APPLICABLE

1.1.5 The ARCHITECT/ENGINEER shall verify programming requirements with the Department of Buildings & General Services (BGS) and the agency/department involved and lead the programming meetings.

1.1.6 The ARCHITECT/ENGINEER shall consult with BGS, all Agency/Departments involved and Efficiency Vermont to develop a comprehensive program and **the State's Project Requirements** for the project. Base it upon the BGS Space Standards and Design Guidelines and specialized business needs of individual groups and collective common area needs, including public-facing client service spaces, security requirements, building wide meeting, conferencing space, building envelope and system improvement, code compliance, hazardous materials, deferred maintenance needs and site analysis assessments including key environmental areas, traffic, and development constraints.

1.1.7 The ARCHITECT/ENGINEER shall provide a planning level estimate of probable hard, soft, and contingency project costs. Include future design fees, then building and site construction, movable furniture, fixtures, and equipment, security systems, moves, permits, and fees, contractor's overhead and profit, architect and engineer's contingency, owner's contingency and a detailed schedule.

1.1.8 The ARCHITECT/ENGINEER shall determine the need for all federal, state and local permits.

1.1.9 The ARCHITECT/ENGINEER shall provide an executive summary of the work and process highlighting the recommended solution, major risks, probable cost of construction, project schedule, list of required permits.

SCHEMATIC DESIGN PHASE §INDICATE "NOT APPLICABLE" IF SECTION IS NOT APPLICABLE

1.1.10 The ARCHITECT/ENGINEER shall consult with the State to ascertain the requirements of the Project, and the ARCHITECT/ENGINEER and the State shall confirm such requirements in writing.

1.1.11 The ARCHITECT/ENGINEER shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for and until approval by the State.

1.1.12 The ARCHITECT/ENGINEER shall conduct meetings with the State, Efficiency Vermont, and relevant members of the design team, to review the Project and elicit ideas for consideration in developing the most energy efficient project supportable by funding opportunities and consistent with program intent.

1.1.13 The ARCHITECT/ENGINEER shall prepare for the State an initial accounting of how the Project may respond to the State's Project Requirements in the Basis of Design.

1.1.14 The ARCHITECT/ENGINEER shall submit to the State a Statement of Probable Construction Cost based on current area, volume or other unit costs for and until approved by the State.

DESIGN DEVELOPMENT PHASE §INDICATE NOT APPLICABLE IF SECTION IS NOT APPLICABLE

1.1.15 The ARCHITECT/ENGINEER shall prepare from the approved Schematic Design Studies, the Design Development Documents consisting of drawings (including at least architectural, landscaping, civil, structural, mechanical and electrical plans, building sections; and finish schedule), outline specifications following the Construction Specification Institute "CSI" Format and other necessary documents to fix and describe the size and character of the entire Project as to its site, structural, mechanical, and electrical systems, materials and other such essentials as may be appropriate, for and until approved by the State.

1.1.16 The ARCHITECT/ENGINEER shall conduct meetings with the State, Efficiency Vermont, and relevant members of the design team, to review the Design Development Documents for the purposes of furthering the energy efficiency objectives of the Project.

- 1.1.17 The ARCHITECT/ENGINEER shall prepare for the State a revised accounting of how the Project is responding to LEED criteria.
- 1.1.18 The ARCHITECT/ENGINEER shall submit to the State a revised Statement of Probable Construction Cost based thereon for and until approved by the State.

CONSTRUCTION DOCUMENTS PHASE \$INDICATE "NOT APPLICABLE" IF SECTION IS NOT APPLICABLE

- 1.1.19 The ARCHITECT/ENGINEER shall prepare from the approved Design Development Documents the Contract Documents consisting of the working drawings and specifications (following the CSI Format) setting forth in detail the requirements for the construction of the entire Project, and all necessary bidding information; and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of the Agreement between the State and the Construction Contractor, for and until approved by the State.
- 1.1.20 The ARCHITECT/ENGINEER shall prepare for the State a revised accounting of how the Project responds to LEED criteria.
- 1.1.21 The ARCHITECT/ENGINEER shall submit to the State in writing a Revised Statement of Probable Construction Cost based thereon, indicated by changes in requirements or general market conditions for and until approved by the State.
- 1.1.22 The ARCHITECT/ENGINEER shall assist the State as requested in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.
- 1.1.23 The ARCHITECT/ENGINEER shall submit the bid set, at 90% completion of the construction documents, to Efficiency Vermont for construction document review.
- 1.1.24 The ARCHITECT/ENGINEER shall prepare and submit a complete set of contract bid documents; drawings to be stamped and signed in PDF format and an unstamped set in .dwg format with a complete set of specifications in Microsoft Word, to the State at no additional cost. ARCHITECT/ENGINEER shall submit all .dwgs documents to the State in AutoCAD 2019 format or newer with all items embedded including Xrefs and photos. ARCHITECT/ENGINEER shall verify compatibility with the State's CADD unit prior to using any AutoCAD specialty software suite or product (civil, mechanical, map, etc.). ARCHITECT/ENGINEER shall furnish all custom support cad files (fonts, line types, plot styles, etc.) to the State. All drawings shall include a configured layout tab with sheet border and viewports for printing. ARCHITECT/ENGINEER shall submit all electronic files to the State on an optical disc, CD or DVD in a format suitable for use by the Department of Buildings and General Services. These documents are to be provided by ARCHITECT/ENGINEER at no additional cost to the State.

BIDDING OR NEGOTIATION PHASE \$INDICATE "NOT APPLICABLE" IF SECTION IS NOT APPLICABLE

- 1.1.25 The ARCHITECT/ENGINEER, following the State's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall provide the State with any documents, assistance, or revised construction documents necessary for the State to: obtain bids or negotiated proposals; award and prepare construction contracts.

CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT \$INDICATE "NOT APPLICABLE" IF SECTION IS NOT APPLICABLE

- 1.1.26 The Construction Phase will commence with the award of the Construction Contract to a selected vendor ("Construction Contractor") and will terminate when final payment is made by the State to the Construction Contractor. In any event, the construction phase will not extend beyond 60 days beyond the substantial completion date unless extended by change order. If such extension occurs, additional costs due to the ARCHITECT/ENGINEER shall be negotiated with the State.
- 1.1.27 The ARCHITECT/ENGINEER shall work with the State during the construction of the Project to provide the administration of the contract between the State and the Construction Contractor in accordance with these terms and consistent with the contract between the State and the Construction Contractor, and the extent of the A/E's duties and responsibilities and the limitations of the A/E's authority as assigned shall not be modified without the A/E's written consent.

- 1.1.28 The ARCHITECT/ENGINEER shall advise and consult with the State and all of the State's instructions to the Construction Contractor shall be issued through the ARCHITECT/ENGINEER after authorization by the State.
- 1.1.29 The ARCHITECT/ENGINEER shall, at all times, have access to the work wherever it is in preparation or progress.
- 1.1.30 The ARCHITECT/ENGINEER shall make periodic visits to the Project site, at least biweekly, and shall make such further visits when reasonably requested by the State, as to familiarize himself with the progress and quality of the work performed and as to determine, on the basis of such visits, if such progress and quality are in accordance with the Contract Documents. The ARCHITECT/ENGINEER shall be responsible for project meeting minutes. In addition to this, the ARCHITECT/ENGINEER shall periodically report the A/E's findings to the State, at such times as in the exercise of the A/E's professional judgment such findings are appropriate and at least monthly, at the conference provided for in Paragraph 1.1.32, and further at such times as the State may reasonably request. The ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on site inspections, except as required in the exercise of the A/E's professional judgment for said reports and except, in particular, to fulfill the commissioning requirements. The ARCHITECT/ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, and shall not be responsible for the Construction Contractor's failure to carry out the work in accordance with the Contract Documents except as provided for herein specifically between the State and the ARCHITECT/ENGINEER.
- 1.1.31 In preparing the bid documents, to the extent that the ARCHITECT/ENGINEER utilizes sub-consultants for their expertise, such as, but not limited to: Landscape Architects, Civil, Structural, Mechanical, and Electrical Engineers, these consultants, in effect, become an extension of the ARCHITECT/ENGINEER. Where the term ARCHITECT/ENGINEER is used in Paragraph 1.1.27 as well as 1.1.30 it shall include those sub-consultants when work is being performed in their area of expertise. For example, the Mechanical Engineer would inspect the under slab plumbing before it is backfilled, but then wouldn't necessarily be needed on site until the rest of the mechanical systems are being installed. The sub-consultant shall also be required to periodically inspect the progress of the "as-builts" and verify that they are up to date and verify such to the ARCHITECT/ENGINEER, before the ARCHITECT/ENGINEER issues the certificate of payment for that pay period.
- 1.1.32 Based upon the A/E's determination and reports made under Paragraph 1.1.30 of this Agreement and upon the Construction Contractor's applications for payment, the ARCHITECT/ENGINEER shall once every month, after an on site conference between the State, the Construction Contractor and the ARCHITECT/ENGINEER, determine the amount then owing to the Construction Contractor and shall then issue a certificate of payment for the amount agreed upon. The issuance of a Certificate for Payment shall constitute a representation by the ARCHITECT/ENGINEER to the State, based on such ARCHITECT/ENGINEER's determination and report and the data supplied to the A/E by the Construction Contractor (without affecting the A/E's duties defined in Paragraph 1.1.30), that the work has progressed to the point indicated; that the quality of the work is in accordance with the Contract Documents (subject to the results of any specified subsequent tests required by the Contract Documents, to immaterial and insubstantial deviations from the Contract Documents, which will be corrected prior to completion, and to any further specific qualifications stated in the Certificate for Payment); and that the Construction Contractor is entitled to such payment in the amount certified. Provided, however, the issuance of such certificate will not affect any obligations of the Construction Contractor to the State. By issuing a certificate for payment, the ARCHITECT/ENGINEER shall not be deemed to represent that the A/E has made any examination to ascertain how and for what purpose the Construction Contractor has used the monies paid on account of the contract sum. ARCHITECT/ENGINEER shall not accept any part of the work on behalf of the State; ARCHITECT/ENGINEER may only recommend acceptance. Final acceptance is a right reserved solely to the State.
- 1.1.33 The ARCHITECT/ENGINEER shall be, in the first instance, the interpreter of the requirements of all Construction Documents, and shall have all requisite authority relating thereto for the purposes of authorizing the Construction Contractor to proceed or stop with any component of the project after consultation and agreement with the State. The ARCHITECT/ENGINEER shall not be liable to the State for any loss or cost incurred by the State arising from delays in the construction schedule caused by any decision made by the ARCHITECT/ENGINEER in the reasonable exercise of professional judgment either to exercise or not to exercise the A/E's authority to stop the Work.
- 1.1.34 The ARCHITECT/ENGINEER shall review and respond to shop drawings, samples, and other submissions of the Construction Contractor as in conformance with the design concept and information in the Contract Documents and the designs and plans relating to the project until approved or not requiring re-submission. The Architect/Engineer shall also review the submittal log at construction meetings and report to the State on a

monthly basis their findings thereon.

- 1.1.35 The ARCHITECT/ENGINEER shall review and respond to shop drawings, samples, and other submissions of the Construction Contractor as in conformance with the design concept and information in the Contract Documents and the designs and plans relating to the project until approved or not requiring re-submission. The Architect/Engineer shall also review the submittal log at construction meetings and report to the State on a monthly basis their findings thereon.
- 1.1.36 The ARCHITECT/ENGINEER shall prepare all change orders and supporting data for the State's approval.
- 1.1.37 The ARCHITECT/ENGINEER shall conduct inspections to determine the Dates of Substantial Completion and Final Completion, and shall receive written guarantees and related documents assembled by the Construction Contractors and shall issue a final certificate of payment in accordance with Paragraph 1.1.32.

Select the appropriate paragraph based on the design team or the State providing commissioning.

- 1.1.38 The ARCHITECT/ENGINEER shall be responsible for system commissioning in accordance with the BGS design guidelines and as indicated in the *BGS Commissioning Guidelines* located at https://bgs.vermont.gov/dnc/design_guidelines The ARCHITECT/ENGINEER shall inspect, and document, each and every system to ensure that it complies with design intent, including but not limited to: system installation, system operation, and seasonal changeover.

Or

The ARCHITECT/ENGINEER shall be responsible for coordination with the independent commissioning agent (CxA) retained by BGS. The ARCHITECT/ENGINEER shall include the CxA in all design meetings, document reviews, and incorporate the CxA's specification section in the specification manual. The ARCHITECT/ENGINEER shall review and comment on the commissioning plan, the pre-functional and functional test check sheets and the updated State's Project Requirements and system manual prepared by the prepared by the CxA.

- 1.1.39 Except in the manner specifically provided for herein, the ARCHITECT/ENGINEER shall not be responsible to the State for the acts or omission of the Construction Contractor or any of the Construction Contractor's agents or employees, or any other person not an employee or agent of the ARCHITECT/ENGINEER performing work on the Project. The ARCHITECT/ENGINEER shall be responsible for and shall pay the amount of any increase in the total Contract Price or the total Change Orders Price, which increase results from an error, inconsistency, or omission in the Contract Documents or instructions.
- 1.1.40 Architect/Engineer shall furnish to the State, a complete set of marked up drawings and specifications showing all the changes to the Construction Documents made by Addenda, Change Orders, Shop Drawings, RFIs and other information received from the Clerk; and General Contractor's As-built markups. The changes to the drawings are to be created on a separate layer in the .dwg set and highlighted in a box, cloud or the like in the PDF set. The specifications are also to differentiate the changes made by highlighting in a box, cloud, etc. and be provided in Microsoft Word. These drawings and specifications shall be supplied within three (3) months of the date of Substantial Completion and before final payment of the Architectural/Engineer contract.
- 1.1.41 Architect/Engineer (and design team members as required) shall conduct a one-year warranty inspection of the completed construction project between the eleventh and twelfth months from the date of substantial completion and shall issue a list of defective items needing correction to the Construction Contractor.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

- 1.2.1 The State may at its option secure the services of a person or persons known as a Clerk-of-the-Works, referred to here as a "Clerk". The Clerk(s) shall, for all purposes of this Agreement, report and be solely responsible to the State. The State may at any time dismiss the Clerk(s) for cause or convenience; however, any such action shall not affect the State's and ARCHITECT/ENGINEER's obligations under this Agreement. In such event, the State shall use their best efforts to secure the services of a Clerk or clerks under this paragraph as soon as is practicable if the State deems it necessary.
- 1.2.2 The Clerk(s) shall make continuous and complete on-site inspections of the work performed on the Project, to the extent reasonable under all the circumstances. The on-site inspections of the work performed and any reports prepared by the Clerk(s) will be made available to the ARCHITECT/ENGINEER for use in making A/E's Determination

and Report under this Agreement, however the use of the Clerk's on-site inspections or reports does not relieve the ARCHITECT/ENGINEER from his/her obligations under Paragraph 1.1.32 of this Agreement and it is solely the responsibility of the ARCHITECT/ENGINEER to ensure that that the work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents . Further, through such on-site observations by the Clerk(s), the ARCHITECT/ENGINEER shall endeavor to provide protection for the State against defects in the Work, but the furnishing of such Clerk(s) shall not: (1) make the ARCHITECT/ENGINEER responsible for the Construction Contractor's failure to perform the Work in accordance with the Contract Documents; or (2) Relieve the ARCHITECT/ENGINEER from his/her obligation to exercise due diligence and ensure that the work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

- 1.3.1 The following services are not covered in Paragraphs 1.1 or 1.2. If any of these Additional Services are authorized in writing by the State, they shall be provided by the ARCHITECT/ENGINEER and paid for by the State according to this Agreement.
- 1.3.2 Providing financial feasibility or other special studies.
- 1.3.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.
- 1.3.4 Revising previously approved Drawings, Specifications or other documents to accomplish changes not initiated by the ARCHITECT/ENGINEER, except as provided in Paragraphs 1.1.40 and 3.5.
- 1.3.5 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 Paragraphs 1.1 and 1.2 as may be required in connection with the replacement of such work.
- 1.3.6 Providing professional services made necessary by the default of the Construction Contractor in the performance of the Construction Contract.
- 1.3.7 Providing Contract administration and observation of construction after the Contract Time has been exceeded by more than sixty (60) days through no fault of the ARCHITECT/ENGINEER.
- 1.3.8 Providing services not caused by errors, inconsistency or an omission of the ARCHITECT/ENGINEER after final payment to the Construction Contractor.
- 1.3.9 Providing the services required for or in connection with the selection of furniture and furnishings.
- 1.3.10 Providing services for planning tenant or rental spaces.
- 1.3.11 Making measured drawings of existing construction when required for planning additions or alterations thereto, except as otherwise herein provided.
- 1.3.12 Other services as may be required such as: LEED ratings, energy modeling, commissioning beyond that required by Paragraph 1.1.38, telecommunications, audio visual design, floodway studies, laser scanning of buildings, and geotechnical investigations.

ARTICLE 2

THE STATE'S RESPONSIBILITIES

- 2.1 The State shall provide full information regarding its requirements for the Project on or before *****, 20*****.
- 2.2 The State shall designate a representative authorized to act in its behalf with respect to the Project. The State or its representative shall examine documents submitted by the ARCHITECT/ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the ARCHITECT/ENGINEER's work.
- 2.3 The State shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

- 2.4 The State shall secure for itself such legal, accounting and insurance counseling services as may be necessary for the Project and such auditing services as the State may require to ascertain how or for what purposes the Construction Contractor has used the monies paid under the Construction Contract.
- 2.5 The services, information, surveys and reports required by Paragraphs 2.3 shall be furnished at the State's expense, and the ARCHITECT/ENGINEER shall be entitled to rely upon the accuracy of the reports related to the structural, mechanical, chemical and other laboratory tests, inspections and reports required by law or the Contract Documents.
- 2.6 If the representative appointed under Paragraph 2.2 observes or otherwise becomes aware of any fault or defect in the project or non-conformance with the Contract Documents, the representative shall give prompt written notice thereof to the ARCHITECT/ENGINEER.
- 2.7 The State shall furnish information required of it as expeditiously as necessary for the orderly progress of the work.

ARTICLE 3

CONSTRUCTION COST

- 3.1 Construction Cost does not include the fees of the ARCHITECT/ENGINEER and consultants, the cost of the land, rights-of-way, or other costs, which is the responsibility of the State as provided in Paragraphs 2.3 through 2.4. or any of the contingencies available for the project unless specifically stated otherwise.
- 3.2 Labor furnished by the State for the Project, however, with respect only to the construction of such components thereof as have been designed by the ARCHITECT/ENGINEER, shall be included in the Construction Cost at current market rates. Materials and equipment furnished by the State shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.
- 3.3 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the ARCHITECT/ENGINEER represent the A/E's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ARCHITECT/ENGINEER nor the State has any control over the cost of labor, materials, or equipment, over Construction Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ARCHITECT/ENGINEER cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by the A/E.
- 3.4 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of five (5%) percent unless another amount is agreed upon in writing. When such a fixed limit is established, the ARCHITECT/ENGINEER in consultation with the State shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The ARCHITECT/ENGINEER with the approval of the State may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the lowest responsible bid or the Detailed Cost Estimate exceeds the latest statement of Probable Construction Cost, the State shall (1) give written approval of an increase in the construction cost, or (2) authorize rebidding the Project, (3) cooperate in revising the Project scope and quality as required to reduce the probable construction cost, or (4) discontinue the project and pay the ARCHITECT/ENGINEER as specified in paragraph 6.2 up to and through Bidding or Negotiation Phase. In the case of (3), the ARCHITECT/ENGINEER, without additional charge, shall modify all drawings and specifications as necessary to bring the latest bona fide bid within the latest Statement of Probable Construction Cost; provided, however, that the ARCHITECT/ENGINEER will not be liable to the State for any loss or cost incurred by the State caused by the delay arising from the making of such modifications.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

- 4.1 Direct Personnel Expense of employees engaged on the Project by the ARCHITECT/ENGINEER includes ARCHITECT/ENGINEERS, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design in producing Drawings, Specifications and other documents pertaining to the

Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes actual cost and of mandatory and customary financial benefits paid.

ARTICLE 5

REIMBURSABLE EXPENSES

- 5.1.1 Expenses of transportation and living when traveling in connection with the Project for other than regular trips included in the contract requirements, and for long distance calls. All travel outside of the State of Vermont must be approved by the State prior to the expense thereof becoming reimbursable.
- 5.1.2 Expenses of reproduction, postage and handling of Drawings and Specifications, excluding copies for ARCHITECT/ENGINEER's office use and triplicate sets at each phase for the State's review, use and approval; and fees paid for securing approval of authorities having jurisdiction over the Project.
- 5.1.3 If authorized in advance by the State in writing, the expense of overtime work requiring higher than regular rates; perspectives or models for the State's use; and fees of special consultants for other than the normal structural, mechanical and electrical engineering services.
- 5.1.4 It is the intent of the State that the ARCHITECT/ENGINEER shall obtain, at the expense of the State, all necessary borings, soil engineering, and other information required in connection with the Project, but only after estimated costs thereof have been submitted and have been approved in writing by the State. The ARCHITECT/ENGINEER shall provide to the State such detailed cost estimates required by either the State or the ARCHITECT/ENGINEER, at the State's expense, but only after estimated costs thereof have been submitted and have been approved in writing by the State.
- 5.1.5 The ARCHITECT/ENGINEER shall furnish at the request of the State and at the State's expense, a satisfactory land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private.
- 5.1.6 The ARCHITECT/ENGINEER shall exercise the A/E's best judgment and selection in obtaining the information described in Paragraphs 5.1.4 and 5.1.5 and shall be entitled to rely on the accuracy of such information, survey and tests.

ARTICLE 6

PAYMENTS TO THE ARCHITECT/ENGINEER

- 6.1 Payments on account of the ARCHITECT/ENGINEER's Basic Services shall be made as follows:
- 6.2 Monthly payments shall be made to the ARCHITECT/ENGINEER by the State within 30 days of the receipt by the State of an itemized invoice in accordance with this Agreement. Progress payments for Basic Services shall be in proportion to the services performed within each phase of service, not to exceed the following percentages:

Delete or adjust percentages as stated in the contractor's proposal

Planning and Programming	5%
Schematic Design Phase	10%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding or Negotiation Phase	5%
Construction Administration Phase	20%

- 6.3 In all events, the ARCHITECT/ENGINEER shall submit the A/E's completed itemized accounting of all costs monthly to the State, and the State shall make all payments within 30 days of receipt of the invoice.
- 6.4 No deductions shall be made from the ARCHITECT/ENGINEER's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the Construction Contractor.
- 6.5 If the Project is suspended for more than three months or abandoned in whole or in part, the

ARCHITECT/ENGINEER shall be paid the A/E's compensation for services performed prior to receipt of written notice from the State of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment.

- 6.6 The State has 30 days from the date the State receives an invoice with full and complete supporting documentation to exercise its right to bill or credit adjustments made necessary by internal audits and quality assurance checks.

ARTICLE 7

ARCHITECT/ENGINEER'S ACCOUNTING RECORDS

- 7.1 Records of the ARCHITECT/ENGINEER's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between the State and the Construction Contractor, shall be kept on a generally recognized accounting basis and shall be available to the State or its authorized representative at mutually convenient times, at no additional cost to the State.

ARTICLE 8

TERMINATION OF AGREEMENT

- 8.1 This Agreement may be terminated by either party upon the giving of seven (7) days written notice to the other party. In the Event of termination by the State for any reason other than a failure to perform on the part of the ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER shall be entitled to receive payment for the actual services rendered and for sums the A/E irrevocably committed to the date of notice of termination. In the event that the ARCHITECT/ENGINEER shall be irrevocably committed to purchase any materials, supplies, or other tangible articles, the State shall be entitled to receive all such materials, supplies, or tangible articles when paid for. In the event of termination on the part of the ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER shall be entitled to receive payment for services and disbursements actually rendered or paid to the date of notice of termination, less any expenses which the State may be put to as a result of the termination by the ARCHITECT/ENGINEER over and above the total sum agreed to herein. In the event that the ARCHITECT/ENGINEER shall have been paid in full for services and expenses previously rendered or paid as of the date of notice of termination, the ARCHITECT/ENGINEER agrees to promptly pay the State such additional expense upon submission of statement of such expense to the ARCHITECT/ENGINEER by the State.
- 8.2 It is understood that a breach on the part of the State of this Agreement shall be sufficient reason for the ARCHITECT/ENGINEER to be relieved of the additional expense referred to in this section.
- 8.3 Notwithstanding any of the foregoing, the State's obligations under this Agreement shall cease when the funds appropriated for this Agreement are expended.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

- 9.1 Ownership of Documents: All products of ARCHITECT/ENGINEER'S work, including all drawings, specifications, estimates, and all other documents, including shop drawings, calculations, etc., prepared at any time in connection with the Project, are the sole property of the State, whether the work is executed or not and may not be copyrighted or resold by ARCHITECT/ENGINEER. ARCHITECT/ENGINEER hereby agrees to furnish drawings in .dwg and PDF formats, final PDF drawings are to be stamped and signed; final .dwg drawings do not need to be stamped or signed. Specifications, estimates and all other electronic documents are to be in or converted to Microsoft Office: Word, Excel, Project, etc. Any project documents that are not in or converted to one of the above electronic formats, ARCHITECT/ENGINEER shall provide three (3) copies of all such documents. ARCHITECT/ENGINEER shall submit all .dwgs documents to the State in AutoCAD 2019 format or newer with all items embedded including Xrefs and photos. ARCHITECT/ENGINEER shall verify compatibility with the State's CADD unit prior to using any AutoCAD specialty software suite or product (civil, mechanical, map, etc.). ARCHITECT/ENGINEER shall furnish all custom support cad files (fonts, line types, plot styles, etc.) to the State. All drawings shall include a configured layout tab with sheet border and viewports for printing. ARCHITECT/ENGINEER shall submit all electronic files to the State on an optical disc, CD, DVD or USB storage drive in a format suitable for use by the Department of Buildings and General Services. These documents are

to be provided by ARCHITECT/ENGINEER at no additional cost to the State.

PLAN SECURITY CERTIFICATION

9.2 ARCHITECT/ENGINEER acknowledges that the plans pertaining to this project have been declared exempt from public record inspection for security reasons and have been disclosed to Contractor as per 1 V.S.A. §317(c)(32) for the performance of the Work specified herein. Contractor hereby expressly acknowledges and agrees to disclose plans only to a licensed architect, engineer, or contractor who is bidding on or performing work on or related to buildings, facilities, infrastructures, systems, or other structures owned, operated, or leased by the state.

Furthermore, ARCHITECT/ENGINEER agrees to abide by BGS Administrative Policy # 35 and any existing or future directives set forth by the State concerning the copying or distribution of the plans. Fraud, misrepresentation, falsification, or concealing or covering up material facts relating to compliance with these directives may result in one or more of the following actions: termination of the contract(s), suspension of bidding privileges, withholding, deducts, forfeiture of security bonds, and criminal prosecution punishable by imprisonment of up to five years and/or up to a \$10,000 fine as per 13 V.S.A. §3016.

ARTICLE 10

SUCCESSORS AND ASSIGNS

10.1 The ARCHITECT/ENGINEER hereby agrees that the A/E will not assign the performance of this Agreement to any other ARCHITECT/ENGINEER not specifically mentioned herein without the prior written consent of the State, provided; however, that this Agreement will inure to the benefit of and be binding upon the partners, successors, assigns or legal representatives of the ARCHITECT/ENGINEER.

10.2 The ARCHITECT/ENGINEER hereby agrees that the A/E shall personally perform, or personally supervise, all of the services or work in connection with the Project as are designated as the duties and obligations of the ARCHITECT/ENGINEER under this Agreement, and further, the ARCHITECT/ENGINEER agrees that the A/E is solely responsible for the performance of the services designated in this Agreement as those of the ARCHITECT/ENGINEER.

ARTICLE 11

TAXES

11.1 The State is exempt from all sales and federal excise taxes. ARCHITECT/ENGINEER will be responsible for the payment of any sales, consumer, use and other similar taxes for the Work or portions thereof provided by the ARCHITECT/ENGINEER which are legally enacted at the time bids are received, whether or not yet effective.

ARTICLE 12

CHANGES TO ARCHITECT/ENGINEER AGREEMENT

12.1 The State may increase, decrease, or alter the work or materials, or it may otherwise modify the specifications or conditions of the project to be furnished. Any changes so occasioned, including to amounts to be paid to the A/E, shall be in the form of a change order which shall be agreed to and approved in writing by the Commissioner of the Department of Buildings and General Services, and which shall become a part of this Contract. Verbal instructions, from any source, shall not be valid. No claim or defense may be made under the Contract with respect to such changes unless agreed to in writing.

ARTICLE 13

GENERAL

13.1 This Agreement consists of *** pages including the following attachments which are incorporated herein.

ATTACHMENT A: Scope of Services

ATTACHMENT B: Payment Provisions

ATTACHMENT C: Standard State Provisions for Contracts and Grants, a preprinted form (revision dated 12/7/2023).

ATTACHMENT D: Standard State Provisions - Architect/Engineer Professional Service Agreement (dated 11/14/2022)

ORDER OF PRECEDENCE

13.2 Order of Precedence: Any ambiguity, conflict or inconsistency in the documents comprising this Agreement shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D (Standard State Provisions - Architect/Engineer Professional Service Agreement)
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B
- (6) List other attachments in order of precedence

13.3 The obligations and duties contained in Articles, 4, 5, 11, of this Agreement shall apply to ARCHITECT/ENGINEER's subcontractors as well as to the ARCHITECT/ENGINEER. The ARCHITECT/ENGINEER agrees to include Articles 4, 5, 11 in all its subcontracts. The ARCHITECT/ENGINEER has complied with and shall continue to comply with all requirements with respect to qualification to do business in Vermont and registration with the office of the Secretary of State. In the event that all or a portion of the project is to be subject to a subcontract of the ARCHITECT/ENGINEER, it shall be the responsibility of the ARCHITECT/ENGINEER to determine that the subcontractor has complied with the above requirements of registration and qualification.

13.4 Paragraph headings are inserted for convenience only and are not to be relied upon for content.

This Agreement executed the day and year first written above.

STATE:

ARCHITECT/ENGINEER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A – SCOPE OF WORK OVERVIEW

Contractor shall provide all professional services necessary to satisfactorily complete *** of the *** at *** in ***, Vermont.

The Project shall be in accordance with the work described in Attachment A. The following represents a summary description of the Project.

DESCRIPTION OF WORK:

- A. The work consists of, but is not limited to, the ***. Including, but not limited to, the following major components:

Delete the following paragraph if Submittal Exchange isn't going to be used:

ELECTRONIC SUBMITTALS:

Contractor shall obtain a license for the State to utilize Submittal Exchange for the purposes of this project. The State and its representatives will have full control of the use of Submittal Exchange by authorized users of the State.

- A. Submittal Exchange® (www.submittalexchange.com) shall be used to provide an on-line database and repository, which shall be used to transmit and track project-related documents. The intent for using this service is to expedite the construction process by reducing paperwork, improving information flow, and decreasing submittal review turnaround time.
- a. Project submittals (shop drawing, product data and quality assurance submittals) shall be transmitted by the Contractor in PDF to Submittal Exchange®, where it will be tracked and stored for retrieval for review. After the submittal is reviewed it shall be uploaded back to Submittal Exchange® for action and use by the Contractor.
 - b. The service also tracks and stores documents related to the project such as Request for Information (RFI's), Architect/Engineer's Supplemental Instructions (ASI), Information Bulletins (IB's), CAD Coordination, Commission, Construction Change Directive (CCD), Contractor's Daily Reports, Minutes, Photos, Quality Control, Shop Drawings, Testing, Closeout Documents including As-Built Drawings, Operations and Maintenance Manuals and other project related documents.
 - c. The electronic submittal process shall not be used for color samples, color charts, or physical material samples.
- B. The Project Manager will coordinate the initial training between the Contractor and Submittal Exchange®.

Attachment B - Payment Provisions

The State shall pay the Contractor a maximum amount of \$*** upon satisfactory completion of the project and acceptance thereof by the state for all work identified in the Standard Contract Form and Attachment A, as follows:

1. **Contract Sum:** The State shall pay Contractor compensation as follows: Maximum Amount of \$***; this sum includes any and all costs associated with the services provided under this contract, Including reimbursable expenses.
2. If Additional Services are required and approved in advance by the State, services shall be invoiced as follows only after an executed change order has been issued:

a. Hourly Rate Schedules for contractor and subconsultants:

*** Title	Hourly Rate

b. Detailed itemization of reimbursable expenses associated with the additional services.

c. The multiplier for additional services of professional sub-consultants is ***%.

3. Contractor shall be paid based on documentation of work performed and included in invoices. Contractor shall submit invoicing and shall include:
 - A numbered invoice.
 - Description of work, # of hours worked if applicable, including copies of time sheets and a certified payroll following the USDOL form (or comparable);
 - Copies of original receipts for all materials purchased or costs incurred as a result of the scope of work (if applicable);
 - Time frame indicated of when work was performed;
 - Contract number that the invoice is to be paid from;
 - Certification that the Contractor has no ownership (majority or minority) in any subcontractor they claim for profit and overhead;
 - Supporting documentation of material costs, in accordance with the percentage specified in the contract. This supporting documentation is required for verification.
4. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
5. **Work Product Ownership:** All products of the Contractor’s work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.
6. Contractor shall provide a detailed description of all work completed with each invoice.
7. **Payment Terms:** Net 30. The State has 30 days from the date the state receives an invoice with full and complete supporting documentation, free from errors, to exercise its right to bill or credit adjustments made necessary by internal audits and quality assurance checks.
8. The State shall not pay for any unauthorized labor, materials, equipment or expenses of Contractor.

9. Any services outside of agreement shall not be allowed.
10. The amount of compensation paid to the undersigned for extra work and change orders in one of the following manners as directed by the State.
 - a. A price agreed upon between the State and the Contractor.
 - b. A price determined by adding 15% for overhead and profit to the total direct cost of any extra work.
11. Contractor shall invoice the State at:

State of Vermont
Buildings and General Services
Attention: **Project Manager**
133 State St., 5th Floor
Montpelier, VT 05633-5801

SAMPLE

Attachment D

Standard State Provisions

Architect/Engineer Professional Service Agreement (11/14/2022)

Attachment C, Paragraphs 6 and 7 are deleted in their entirety and replaced with the following:

6. Independence, Liability, Indemnity:

- A.** The Party will act in an independent capacity and not as officers or employees of the State.
- B.** This Agreement requires the Party to provide professional services in the design and/or engineering of all or a part of the Project to which this Agreement relates. This is not an Agreement for construction services. However, construction administration, observation or certification services may be required on the part of the Party if this Agreement so provides. Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for all services performed under this Agreement, with minimum coverage as required by the Agency of Administration but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.
- C.** The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in providing “non-professional services” under this Agreement. As used here, “non-professional services” means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The State shall notify the Party in the event of any such claim or suit covered by this Subsection C, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of “non-professional services” provided under this Agreement.
- D.** Notwithstanding anything to the contrary set forth in Subsection C above, the Party shall not be obligated to defend the State and its officers and employees against claims or suits arising from the Party’s provision of engineering design services or architectural design services. However, the Party’s obligation to defend the State and its officers and employees against all claims or suits arising out of “non-professional services” provided under this Agreement as provided in Subsection C above and the Party’s other obligations under Attachment C shall remain in effect.
- E.** The Party agrees to indemnify and hold the State, its officers and employees, harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney’s fees incurred and paid by the State in defending claims by third parties (collectively “Damages”) but only in the event and to the extent such Damages are incurred and paid by the State as the proximate cause of negligent acts, errors or omissions (“Professional Negligence”) by the Party, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement.
- F.** As used here, “Professional Negligence” or “negligent acts, errors or omissions” means a failure by the Party to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.
- G.** The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party arising from the provision of “non-professional services” under this Agreement.

H. The Party shall not be obligated to indemnify the State for any Damages incurred by the State attributable to the State's own negligent acts, errors or omissions or the negligent acts, errors or omissions of its officers, agents or employees, or the acts, errors, omissions or breach of Agreement by persons or entities other than the Party, its employees, agents, consultants and subcontractors.

I. After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

SAMPLE



Final Report

ARCHITECTURAL SERVICES

State of Vermont Building – Eastern States Exposition

Renovation Planning and Pre-Design

**BGS REDUCED FOR SHARING
FOR 2024 AE Vermont
Building Exterior
Restoration RFP.**



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State Of Massachusetts - August 2021



SECTION 2

**VERMONT BUILDING
EASTERN STATES EXPOSITION
1305 MEMORIAL BOULEVARD, WEST SPRINGFIELD, MA
RENOVATION PLANNING AND PRE-DESIGN STUDY**

EXECUTIVE SUMMARY

In 2029, the State of Vermont Building at the Eastern States Exposition (“The Big E” Fairgrounds) will celebrate its centennial (100 year) anniversary. The State of Vermont Department of Buildings and General Services (BGS) and the Agency of Agriculture, Food and Markets (AAFM), through legislative approval and/or authorization, are coordinating a renovation effort for the building to mark the occasion. As a result of a competitive bidding process via an RFP for architectural, engineering and specialty consultant services, Northeast Collaborative Architects (NCA) was selected to provide this Renovation Planning and Pre-Design Study. We are honored to prepare and submit this study to ensure that the building and its systems and grounds are renovated to a level that not only provides an enhanced, highly-functioning, and attractive venue for the celebration, but provides a level of durability and sustainability that lasts well into the next 100 years.

The Vermont Building contains over 30 exhibitors and is part of the Big E held annually at the Eastern States Exposition fairgrounds in West Springfield, Massachusetts. The building is on the Avenue of States with five other New England state buildings. The Avenue of States is one feature of the Big E that draws significant crowds purchasing a plethora of goods and foods that showcase Vermont to all visitors. Following the Avenue of State’s theme, the 1929 building design an historic replica with ornate Greek Revival porticos in marble and brick and a domed clock tower. The building is 11,000 gross square feet and the interior of the building was designed as an open exposition space.

The Agency of Agriculture, Food and Markets (AAFM) coordinates and oversees the operation of the building during the event. A primary goal for the Vermont Building during the Big E is to best showcase Vermont’s goods, foods and beverages in an optimal manner that drives interest and revenue, both at the event and in future on-line sales, and promotes and encourages visitors to visit the State. The AAFM has developed the following vision statement:

We envision an environment that represents the State of Vermont’s cultural & environmental qualities to highlight the unique agricultural products Vermont is best known for as well as new and innovative locally made products. It is a public market space that welcomes both established Vermont brands while also acts as an incubator for small businesses.

The renovation will modernize the building’s interior and exterior to allow for building flexibility and changeover to accommodate a wide variety of businesses while honoring the building’s historic features. It will also provide an atmosphere where the fairgoers who step into vendor booths feel like they’re stepping into one of the state’s quaint storefronts.

The exposition will include a wide variety of representative Vermont businesses and will highlight unique agricultural products Vermont is best known for, as well as new and innovative Vermont products. Displays and resources will also be provided for Vermont tourism and other resources.

To this end, and consistent with the requirements of the RFP, NCA has developed this study. It is organized in a manner required per the RFP. The preliminary sections include the Study Directive, which is the RFP itself, then the Existing Conditions and Preliminary Recommendations, Structural & Civil Evaluation, Historical Summary, and Energy Audit, including Energy Savings Opportunities. The methodology of the Existing Conditions included the review of a significant volume of drawings and other documents provided by BGS as well as multiple site visits to view and investigate the building, systems and grounds conditions by the architectural and engineering team members. The building exterior, interior and systems are evaluated with a rating system explained on each sheet of the section. The potential solutions are identified, along with a sense of how the solutions improve the

rating. The solutions are developed based on the “Good/Better/Best” method. Then certain solutions are recommended, generally from the Better or Best range of options. These options are weighted largely on the most appropriate, durable, and sustainable solution, but also consider the general cost implications and whether the option is the most appropriate solution when considering Vermont public/taxpayer funded sources. Some solutions considered the “best” may be cost prohibitive, but only considering that a “better” solution may offer an ideal alternative that the design and Owner team consider the most responsible solution for the study.

Structural and site evaluations are included in this overall study. Due to the extensive nature of recent projects related to both, improvements to building structure, aside from renovations that will inherently fortify and enhance the building envelope and structural framing contained therein, and site, aside from programmatic or systems impacts, are limited. The ASHRAE Level II Energy Audit contained in Section 5 includes an overview of existing building energy utilization and offers recommendations in the form of Energy Savings Opportunities. Herein lies a strong example of cost considerations in the appropriateness of a recommendation: while certain energy efficiency measures are presented and recommended, and may be ideal for other buildings, the addition of a full photovoltaic solar system with panels on the low-slope portion of the roof is not considered an appropriate solution due to the high initial costs, very limited peak demand of the building and the limited resulting net benefit to the State of Vermont. We were then asked to review various scenarios for a range of limited- to full-heating/HVAC of the building. The solution that offered targeted HVAC and thermal improvements to systems closets was determined to be the most cost-effective way to reduce electrical and/or fire alarm issues, and to extend the life of the core building systems.

Regarding the historic nature of the building, the State of Massachusetts Historic Commission has prepared a determination stating that the building, along with its 5 neighboring buildings, or the entire Avenue of States, are a likely candidate and would be supportive for the National Register as historical buildings, or as an historic district. This recommendation is included as an appendix in this report. A State of Vermont, Division of Historic Preservation, Vermont Architectural Resources Inventory is prepared as part of Section 6. The Division for Historic Commission was consulted via an initial conference call, an exchange of documentation, and a meeting at the building, all as part of the preparation of the VARI and the subsequent recommendations for renovation of the building planned for the coming years.

The Space Programming and Fit Test Summaries review existing space utilization and assignment, include various meetings and visits to review proposed enhancements and revisions, including suggestions directly from the USDA in relation to public market spaces and lessons-learned from a visit to the other 5 state buildings, then combines all the data into a framework of proposed spaces, identified by name, size, adjacency, and certain details in the form Program Data Sheets. These spaces are then developed into “test-fit” or “Fit-Test” diagrams that show various versions of the existing building framework with the new space allocations. These diagrams were reviewed extensively, and this final report includes one such series of diagrams that led directly to the formation of the Conceptual Design.

Conceptual Design includes a review of the code requirements for this building in relation to jurisdictional compliance, which directly includes the City of West Springfield, MA, but also the State of Vermont, and considers the most likely scenario for renovation indicated herein. An early discussion in the study process included a determination of whether an elevator or Limited-Use-Limited-Access (LULA) lift is required to access the upper level of the building, or whether the addition of vendor and state agency spaces like ADA-compliant toilet rooms and break/meeting space to the first floor is best as the more responsible, cost-effective strategy. This is the selected path for the Conceptual Design, and the plan developed highlights those spaces on the main floor, electrical and systems closets, cleaning and agency storage spaces, as well as up to 29 vendors, in a well-organized and efficient layout. The renovation of the building and site focuses on improvement to the building presence and environment, improvement to the visitor experience, and improvement to the overall maintenance to the building. The Conceptual Design phase also reviewed two different interior aesthetic schemes. One generally presented a farm-like theme with natural-wood, timber frame members with single-slope shed roof elements, similar to what the building has now. The other scheme developed a village-like theme with light painted, clapboard-clad enclosures and gable-end roof elements. This “village” scheme was selected, and the 3-dimensional imagery developed for this study conveys that concept.


Major scope elements of the proposed renovation are identified in the Conceptual Design narrative. Rough order of magnitude estimates of probable construction cost are included in this section, but are better defined the subsequent Section 10. These costs are developed to be utilized by the State of Vermont BGS to develop the optimal feasibility and phasing scenario based on anticipated funding approval.

NOTE: NCA's logo has changed during the preparation of this report. There is no change in the name or business entity of the firm. The cover, table of contents, sections tabs and this Executive Summary display the new logo (shown in header above), while all other contents display the former logo, as seen below:



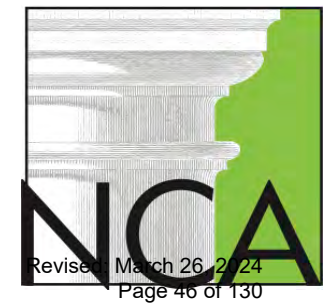



SECTION 3

<p>B:Shell B20: Exterior Enclosure BUILDING COMPONENT</p>		<p>WINDOWS</p>		
<p><i>Historical Summary:</i> Windows on the northwestern 1/3 of the building are intended as historic replication, and are historic in their own right as original construction of the building. They are 12/12 double-hung wood frame, sash, and true divided-lite muntins with single pane glass with glazing compound.</p>  <p><i>Photo</i></p>	<p>Condition</p>	<p>Rating: 2 Windows are generally assumed to be at least 50 years old if not original, have had numerous repairs, with perhaps replacement of one full sash on the south side of the building. Many windows exhibit loose glazing compound, some decay or dry-rot of the wood, and some areas where sash and frame do not properly align/meet as intended by original construction.</p>		
		<p>Good</p>	<p>Better</p>	<p>Best - RECOMMENDED</p>
	<p>Recommendation</p>	<p>Remove existing sashes, repair all glass and glazing, sand and repaint, reset in restored & repainted frame. Resulting rating improvement: 3</p>	<p>Replace existing windows with new single-glazed replica wood windows with new wood-frame storm windows. Resulting rating improvement: 3</p>	<p>Replace existing windows with new insulated/double-glazed wood or clad windows with simulated divided lite. Resulting rating improvement: 5</p>
	<p>Building Energy & Systems Performance</p>	<p>Negligible thermal performance improvement. Repair would not meet current energy codes.</p>	<p>Enhanced thermal performance due to addition of storm windows. Assessment of proposed storm windows required to confirm energy code compliance.</p>	<p>Enhanced thermal performance due to double-glazing sash units to comply with current energy codes.</p>
	<p>Programmatic/ Layout</p>	<p>No impact on program; repair will be done in accordance with Historic standards and requirements.</p>	<p>Introduction of storm windows will require review and approval from Historic</p>	<p>Change to double-glazed glazing with simulated divided lite will require review and approval from Historic</p>
	<p>Resiliency</p>	<p>Continued high-maintenance use</p>	<p>More resilient, durable solution, added security</p>	<p>Most resilient, durable solution, further added security</p>



Rating System:
 1: Failed, replacement or removal required
 2: Failing, repair or modification required
 3: Moderate maint. or minor repair req'd for 10-15 years' performance
 4: Minor maintenance required to achieve 20-30 years' performance
 5: Performing




B: Shell B20: Exterior Enclosure BUILDING COMPONENT		SKYLIGHTS		
<p><i>Historical Summary:</i> Skylights are located on the roof of the building, in 7 locations. It does not appear the skylights are original to the building, but may have been added at the time of a membrane roof replacement. One factor in the addition of skylights is due to the deletion of the raised roof monitor intended for the building, as drawn in the original plans made available for this study.</p> 	Condition	<p>Rating: 3 Skylights are evenly distributed around the main exhibit space, generally over walking surfaces of the floor below. Above the rear loft/mezzanine, there is a roof access hatch located where a skylight may have been located at one time. It appears that some skylights have been covered with a brown plastic tarp material to prevent the transmission of natural light. We understand this is to prevent intensive daylight from affecting certain exhibitors products (ie. causing chocolate to melt).. There is a report of leaking during the 2022 event, but there is no damage observed from the roof.</p>		
	Recommendation	<p>Good</p> <p>Continue to maintain skylights; consider a more suitable sunscreening element, either a perforated metal scrim on the exterior, or a retractable shade on the interior. Resulting rating improvement: 3</p>	<p>Better</p> <p>Remove skylights and patch with same-as adjacent membrane roof and wood decking to match. Enhance interior artificial lighting, or provide other more controllable daylighting options, to suit full range of exhibitors. Resulting Rating Improvement: NA/5</p>	<p>Best - RECOMMENDED</p> <p>Replace skylights with new, high-efficiency (high thermal performance, optimal diffused light transmittance), OSHA-compliant skylights and install interior motorized black-out shades when full shading is required by a vendor. Resulting rating improvement: 5</p>
	Building Energy & Systems Performance	<p>Perforated metal scrim on exterior would have a negligible reduction in solar heat gain the skylight surface.</p>	<p>This may offer the optimal thermal performance since the skylights are replaced with insulation and roofing</p>	<p>Moderate thermal performance improvement</p>
	Programmatic/ Layout	<p>This will address the basic programmatic need.</p>	<p>Eliminates direct light issue indicated in the description example & suit limited vendor(s), others may prefer the diffused natural light afforded by skylights.</p>	<p>Interior motorized shading provides the flexibility to suit a variety of vendors. Best solution regarding programmatic and layout considerations</p>
	Resiliency	<p>Perforated metal scrim on exterior would provide negligible resiliency against impact, but offset by increased maintenance.</p>	<p>This may offer the optimal resilient result since via removal of skylights, they are no longer an opportunity for break-in, incident damage, and potential leaking.</p>	



Rating System:

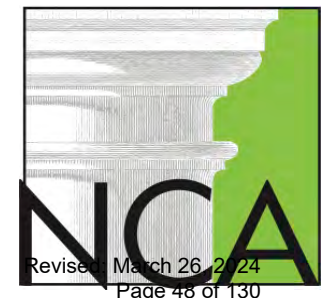
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B: Shell B20: Exterior Enclosure		CUPOLA			
BUILDING COMPONENT					
<p><i>Historical Summary:</i> Cupola is original construction and is a unique and significant feature identifying the building. The original building drawings show louvers where there are now windows, but early pictures show the windows. These windows do feature a curved frame and sashes. The gold-leaf painted dome has been restored approximately 30-40 years ago. While it is a replica of an historical cupola to match the aesthetic of the front portion of the building, given the above features, and that its an identifying element of the building, it is considered a significant architectural feature.</p> 	Condition	<p>Rating: 2 Cupola is a wood-frame and wood-clad, painted white, with a gold-leaf painted roof and weathervane. It contains 4 operable windows on each side, and half-round fixed windows on the southeast and northwest sides of the base of the cupola. There is a clock facing northeast (front) of the building. It is open to the roof construction below (but blocked from interior view by main space ceiling) and is only accessible for repairs or maintenance. There is an active leak near the base of the cupola, for which water is captured in a make-shift container and hose system which outlets at a sink.</p>			
			Good	Better	Best - RECOMMENDED
	Recommendation	Provide further investigation, including pressurized water testing to determine likely source of leaks, and replace rotted/soft wood, flashings and/or sealant in the locations suspected of causing water infiltration (current extent unknown). Paint where required. Enhance future cupola inspections and maintenance. Resulting rating improvement: 3	Provide further investigation, including pressurized water testing to determine likely source of water leaks, including some destructive testing at loose and/or deteriorated wood. Replace all loose/deteriorated wood with new, replace any loose/failed flashings, replace all sealants, replaced damaged trim elements (ballusters, finials, etc); repaint entire cupola, including dome. Res. rating impr.: 4	Reconstruct cupola, utilizing engineered and/or synthetic wood products, and/or gypsum fiber reinforced concrete where feasible. Resulting rating improvement: 5	
	Building Energy & Systems Performance	Negligible impact	Negligible impact	Negligible impact (this space is not heated, nor is it intended to be heated since it is above the insulated envelope)	
	Programmatic/ Layout	No impact	No impact	No impact	
	Resiliency	Prevent further water infiltration	Prevent further water infiltration; Increased durability	Optimal durability due to replacement with more modern materials	



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B: Shell B20: Exterior Enclosure BUILDING COMPONENT		BRICK VENEER		
<p><i>Historical Summary:</i> Brick veneer is original to the building and is a consistent veneer element among most of the other state buildings. Mortar has been replaced via repointing multiple times over the years. Some repointing exhibits mortar that is not consistent with original/prior adjacent mortar.</p>  	Condition	Rating: 3 Brick veneer is in relatively good condition, with the following exceptions: 1) former repointing discrepancies in color/texture, 2) voids at former anchor locations, 3) mortar spalling at top of extended brick courses near top of wall on the rear 2/3's of the building. NOTE: brick veneer is not cavity wall (wall is 3 wythes of brick at front portion of building, possibly 2 wythes at rear portion).		
	Recommendation	Good Repoint only locations of loose mortar, fill voids, and replace loose mortar at spalling locations along rear 2/3's of building. Resulting rating improvement: 3	Better Repoint entire walls: west side of north wall, east side of south wall (of the front 1/3 building), and other locations; replace loose mortar at spalling locations with non-cementitious product. Resulting rating improvement: 4	Best - RECOMMENDED Repoint entire walls: west side of north wall, east side of south wall (of the front 1/3 building), and other locations (NOTE: repointing entire building is not warranted); replace loose mortar at spalling locations with non-cementitious product. Apply sealant over entire brick veneer. Resulting rating improvement: 4
	Building Energy & Systems Performance	No significant impact	No significant impact	No significant impact.
	Programmatic/ Layout	NA	NA	NA
	Resiliency	No difference than current	Very minor improvement due to use of non-cementitious products on horizontal surfaces.	Moderate improvement due to both use of non-cementitious products on horizontal surfaces and sealant.



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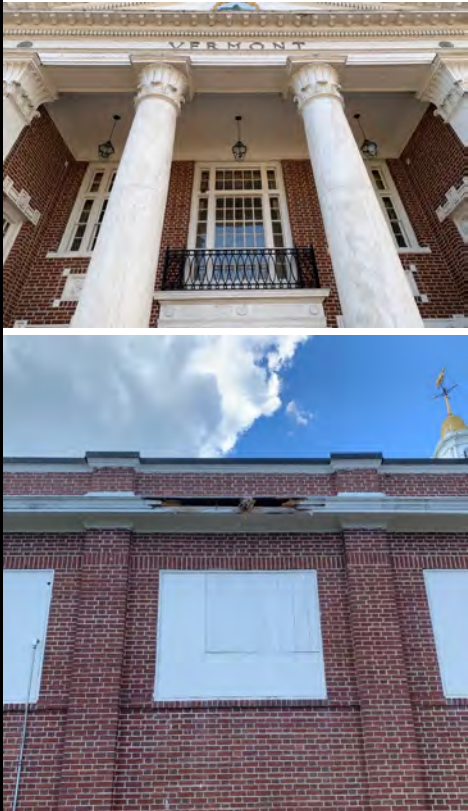
B: Shell B20: Exterior Enclosure BUILDING COMPONENT		STONE		
<p><i>Historical Summary:</i> Stone is Vermont marble, identified as: "Imperial Danby Marble, Vermont Marble Company, Proctor, VT"</p> 	Condition	Rating: 3 Marble is in relatively good condition. Some replacement is evident from different colors. This may have been from replacement of broken or delaminated stones. Additional investigation may be required to determine if mortar setting for the stones is adequate.		
	Recommendation	Good Clean Stone. Resulting rating improvement: 3	Better Clean Stone. Resulting rating improvement: 3	Best - RECOMMENDED Clean Stone. Replacement of discolored stones is not warranted due to costly work with no guarantee that color will match. Resulting rating improvement: 3
	Building Energy & Systems Performance	NA	NA	NA
	Programmatic/ Layout	NA	NA	NA
	Resiliency	NA	NA	NA



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B: Shell B20: Exterior Enclosure BUILDING COMPONENT		WOOD TRIM			
<p><i>Historical Summary:</i> Wood trim appears to be mostly original, with many repainting applications. Balconies over side entrances were replaced recently.</p> 	Condition	Rating: 2 Wood trim condition is in poor to average condition for the age of the building. It appears the majority of wood trim has been repainted recently. One of the keys to extending the life of wood trim on a building of this vintage is proper cap flashing at the top of the wood trim, with extended drip edges, to prevent the direct travel of water from those cap flashings to the surface of the wood directly below.			
	Recommendation	Good Replace and paint only most deteriorated wood trim at this time. Consider "Better" solution in approximately 5 to 7 years. Replace metal flashings at areas of significant deterioration. Resulting rating improvement 3.	Better Replace most deteriorated wood. Employ infrared paint removal methods to reduce lead paint abatement work impact and utilize epoxy wood fillers where appropriate. Prime and paint wood trim. Replace metal flashings at main entry pediment and at side wall pilasters. Resulting rating improvement: 3/4	Best - RECOMMENDED Replace most deteriorated wood with synthetic/engineered wood product and/or GFRC. Employ remaining "Better" recommendations. Resulting rating improvement 4.	
	Building Energy & Systems Performance	NA	NA	NA	
	Programmatic/ Layout	Maintenance and/or repair of wood trim is required for the overall identity and quality appearance of the building.	Maintenance and/or repair of wood trim is required for the overall identity and quality appearance of the building.	Maintenance and/or repair of wood trim is required for the overall identity and quality appearance of the building.	
	Resiliency	All options must prevent significant pest infestation for the projected life of the repair/improvement. Proper flashing will extend life of wood trim.	All options must prevent significant pest infestation for the projected life of the repair/improvement. Proper flashing will extend life of wood trim.	All options must prevent significant pest infestation for the projected life of the repair/improvement. Proper flashing will extend life of wood trim.	



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B:Shell B20: Exterior Enclosure BUILDING COMPONENT		CLERESTORY AND FORMER WINDOWS		
<p><i>Historical Summary:</i> Windows at the clerestory are not believed to be original (original drawings show some form of mechanical operation from below to open, whereas current windows are fixed). They are wood windows. They are only visible from the interior, from the floor below. It appears there were former windows on the southwestern 2/3's of the building, which have been infilled and have T-111 exterior.</p>  	Condition	<p>Rating: 2 Clerestory windows (above low-slope roof on southwest face of front portion of building) are generally assumed to be at least 50 years old if not original, have had numerous repairs, Some windows exhibit loose glazing compound, some decay or dry-rot of the wood, The former side windows (southeast and northwest facing "openings" on rear portion of building) display a relatively recent infill solution, since it is believed that after the original windows were removed, many openings were then filled with louvers. The introduction of the T-111 is relatively recent and appears to have been painted less than 5 years ago, so seems to be in average condition.</p>		
	Recommendation	<p>Good</p> <p>Repair and paint clerestory windows; follow re-painting scheduled for T-111. Rating impact: 3</p>	<p>Better</p> <p>Replace existing windows with new single-glazed replica wood windows with new wood-frame storm windows. Replace T-111 infill with new opening treatment (many options to be considered) Rating impact: 4</p>	<p>Best - RECOMMENDED</p> <p>Replace existing windows with new insulated/double-glazed clad windows with simulated divided lite at clerestory. Select optimal option for side windows (either new clad windows with exterior shading devices, or new panel system. Rating impact: 5</p>
	Building Energy & Systems Performance	Negligible thermal performance improvement	Enhanced thermal performance due to addition of storm windows	Enhanced thermal performance due to double-glazing sash units
	Programmatic/ Layout	No impact on program; repair will be done in accordance with Historic standards and requirements.	No impact on clerestory. New opening options on side walls can significantly impact program with introduction of natural daylight	No impact on clerestory. New opening options on side walls can significantly impact program with introduction of natural daylight
	Resiliency	Continued high-maintenance use	More resilient, durable solution, added security	Most resilient, durable solution, further added security

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B:Shell B20: Exterior Enclosure BUILDING COMPONENT		DOORS		
<p><i>Historical Summary:</i> Exterior doors are likely not original.</p>   <p><i>Photo</i></p>	Condition	Rating: 2 Exterior doors are likely not original. The doors are generally placed on hold-opens throughout the event. They are in below average condition, and require replacement in the near term. Replacement doors should be more historical accurate. Rating: 2		
	Recommendation	Good Repair and repaint doors. Modest improvements will aid with security. Resulting rating improvement: 3	Better - RECOMMENDED Replace doors with more historically appropriate doors. Replace door hardware with historic replica hardware. Keep stained glass windows over front entry doors (not original, but a significant feature of the building). Resulting rating improvement: 4	Best Same as Better.
	Building Energy & Systems Performance	NA	Moderately enhanced thermal performance.	Same as Better.
	Programmatic/ Layout	No change	No functional improvement, but enhanced appearance will aid in the improved identity of the building	Same as Better.
	Resiliency	Improved security with repairs and ability to properly close doors.	Optimal security with new doors and hardware.	Same as Better.



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B: Shell B20: Exterior Enclosure BUILDING COMPONENT		ENVELOPE SUMMARY		
<p><i>Historical Summary:</i> Majority of exterior envelope elements contribute to historical nature of building, except clerestory windows, low-slope roof and skylights (not visible from exterior)</p> 	Condition	Rating: 3 Significant items addressed herein include the following major priority items: wood windows (including the clerestory windows and siding), slate roof and cupola, and wood trim. The following items are of moderate priority/importance: brick masonry, stone and side-window replacement. Skylights and the low-slope membrane roof are of lesser importance/priority.		
		Good	Better	Best
	Recommendation	See individual items	See individual items	See individual items
	Building Energy & Systems Performance	See individual items	See individual items	See individual items
	Programmatic/ Layout	See individual items	See individual items	See individual items
	Resiliency	See individual items	See individual items	See individual items



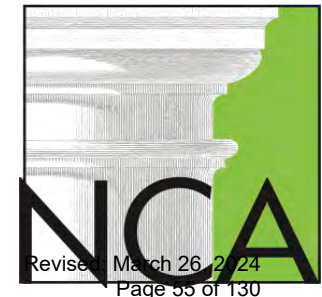
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B: Shell B30: Roof BUILDING COMPONENT		SLATE ROOF		
<p><i>Historical Summary:</i> Slate roof appears to be original. It is unclear if there was an original pattern utilizing accent/feature slates of a reddish/purple color. Original building drawings indicate "Vermont Slate Roof". There have been numerous repairs and replacements over the years. This makes it both an historically significant feature and one that relates closely to the purpose of the building.</p> 	Condition	Rating: 2 Slate roof exhibits minor chipped, broken or displaced slate. Examination of one It is apparent the slate has been well-maintained over the years.		
	Recommendation	Good Continue/extend current maintenance plan of slate. Resulting rating improvement: 2	Better Continue/extend current maintenance plan of slate. Resulting rating improvement: 3	Best - RECOMMENDED Replace entire slate roof, with review and repair to roof deck, underlayment, etc.. Alternatives such as architectural fiberglass shingles, or a synthetic replica slate, can be considered, but must be reviewed by DHP, and are unlikely to be approved. Resulting rating improvement: 5
	Building Energy & Systems Performance	NA	NA	NA
	Programmatic/ Layout	NA	NA	NA
	Resiliency	Well-maintained slate roofing is a relatively durable, resilient roof material.	Well-maintained slate roofing is a relatively durable, resilient roof material.	New slate roof with proper deck improvements, underlayment, etc. will provide extended life and resilience to the building.



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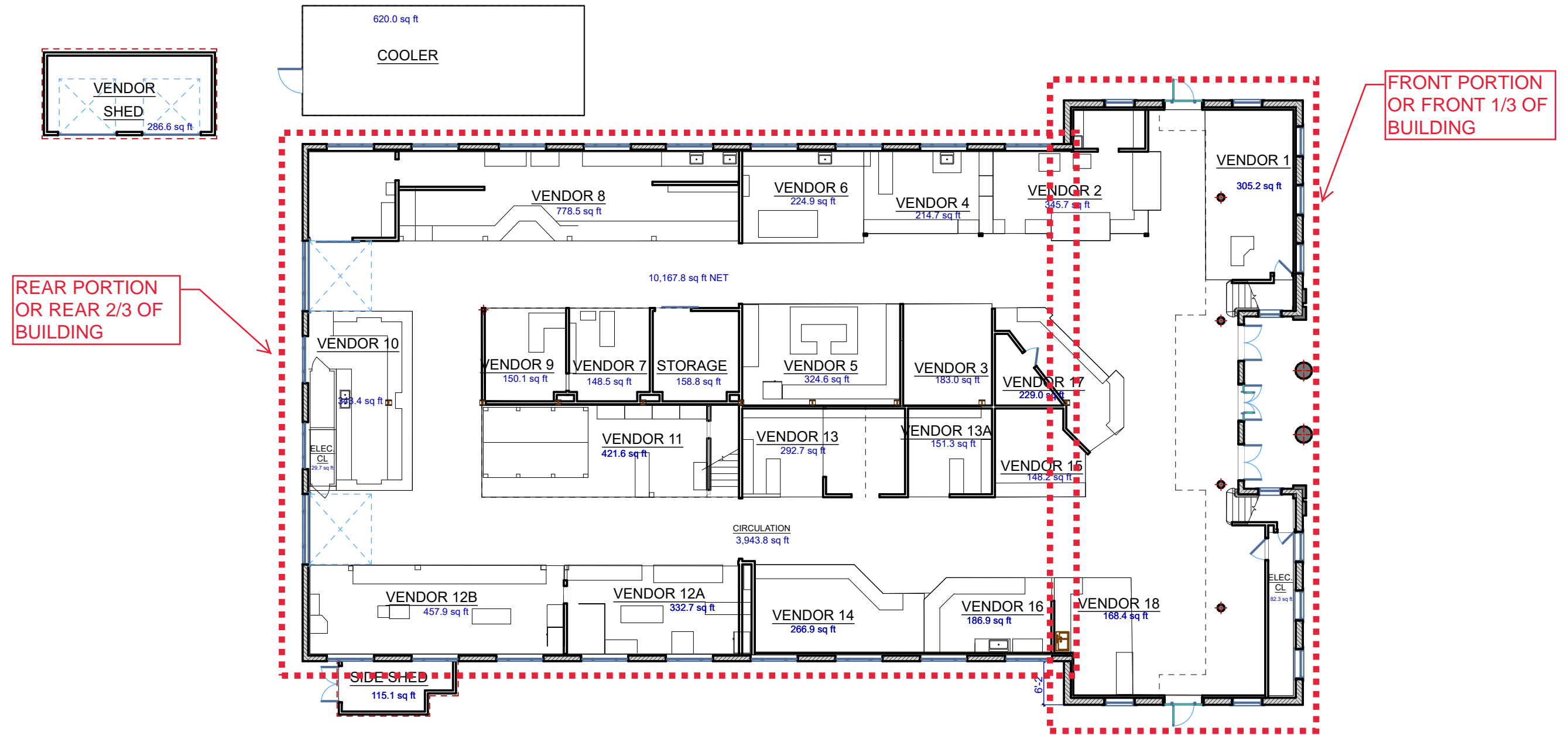


B: Shell B30: Roof BUILDING COMPONENT		LOW-SLOPE MEMBRANE ROOF		
<p><i>Historical Summary:</i> Low-slope membrane roof is not original nor is it visible from ground, therefore has no impact on historical evaluation of building.</p>  <p><i>Photo</i></p>	Condition	Rating: 3/4 Membrane roof (EPDM) appears to be relatively recent (drawings dated 2011) and is in good condition.		
	Recommendation	Good Continue cleaning and leaf-removal, routine inspections, etc. Replacement in 15-20 years. Resulting rating improvement: 3/4	Better Continue cleaning and leaf-removal, routine inspections, etc. Replacement in 15-20 years. Cut back trees on northwest side of building. Resulting rating improvement: 3/4	Best - RECOMMENDED Continue cleaning and leaf-removal, routine inspections, etc. Replacement in 15-20 years. Cut back trees on northwest side of building. Resulting rating improvement: 3/4
	Building Energy & Systems Performance	Black roof is acceptable in this climate, especially with no heating or cooling utilized at this time, and given the early-Autumn timing of the event.	Black roof is acceptable in this climate, especially with no heating or cooling utilized at this time, and given the early-Autumn timing of the event.	Black roof is acceptable in this climate, especially with no heating or cooling utilized at this time, and given the early-Autumn timing of the event.
	Programmatic/ Layout	NA	NA	NA
	Resiliency	Consider enhanced design parameters and extended warranties for replacement based on terms above	Consider enhanced design parameters and extended warranties for replacement based on terms above	Consider enhanced design parameters and extended warranties for replacement based on terms above

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- 4: Minor maintenance required to achieve 20-30 years' performance
- 5: Performing

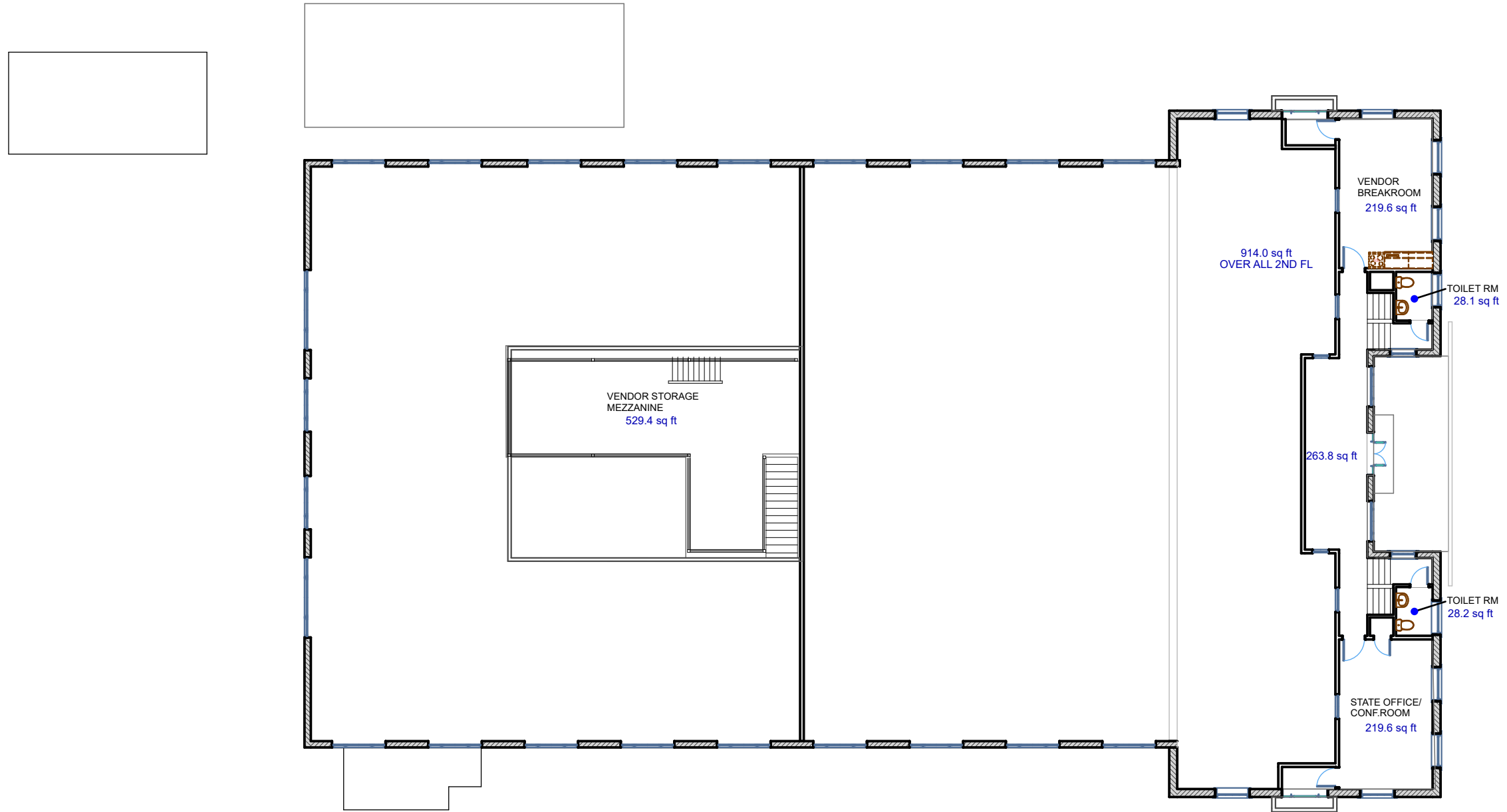




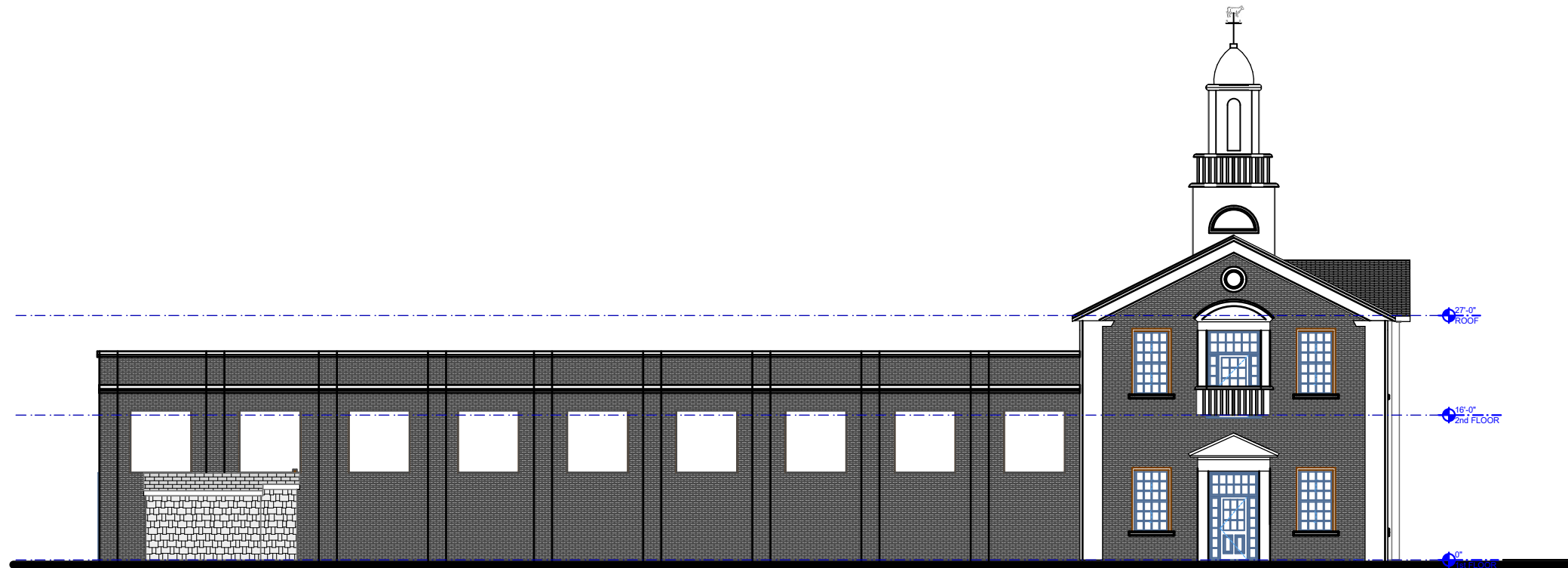
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A-100

1st FLOOR CONSTRUCTION PLAN

SCALE: 1/16" = 1'-0"



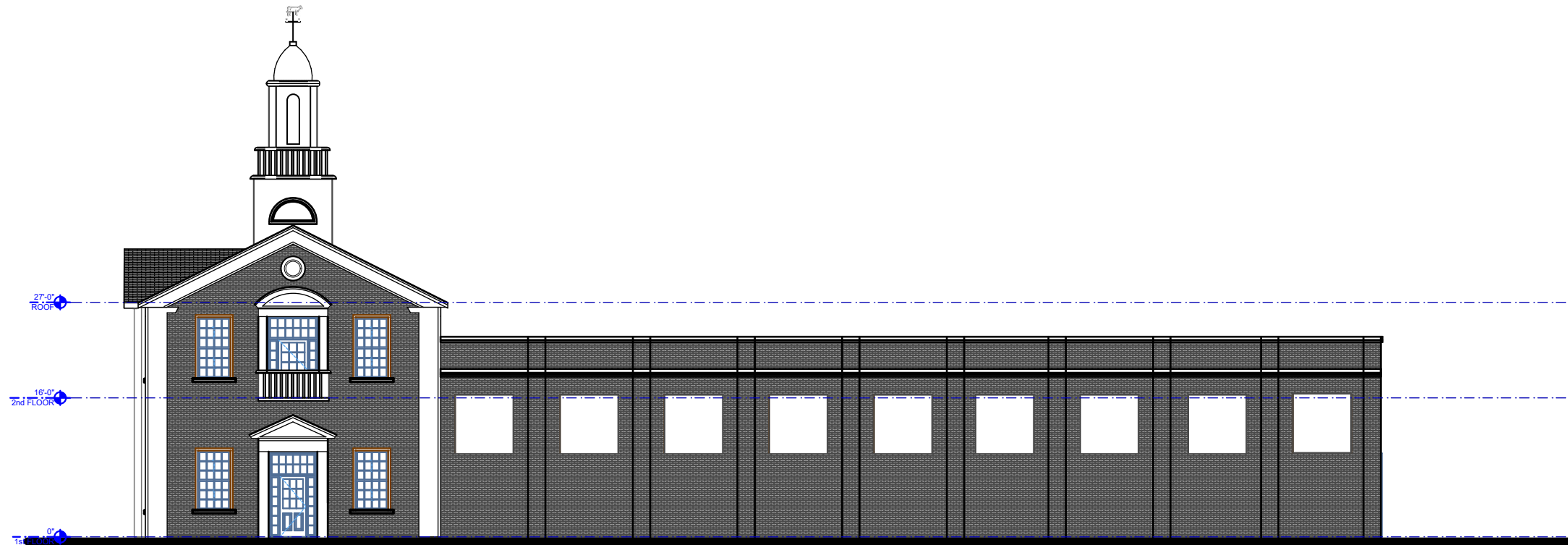
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A-101 2nd FLOOR CONSTRUCTION PLAN
SCALE: 1/16" = 1'-0"



1
A-201

SOUTHEAST ELEVATION

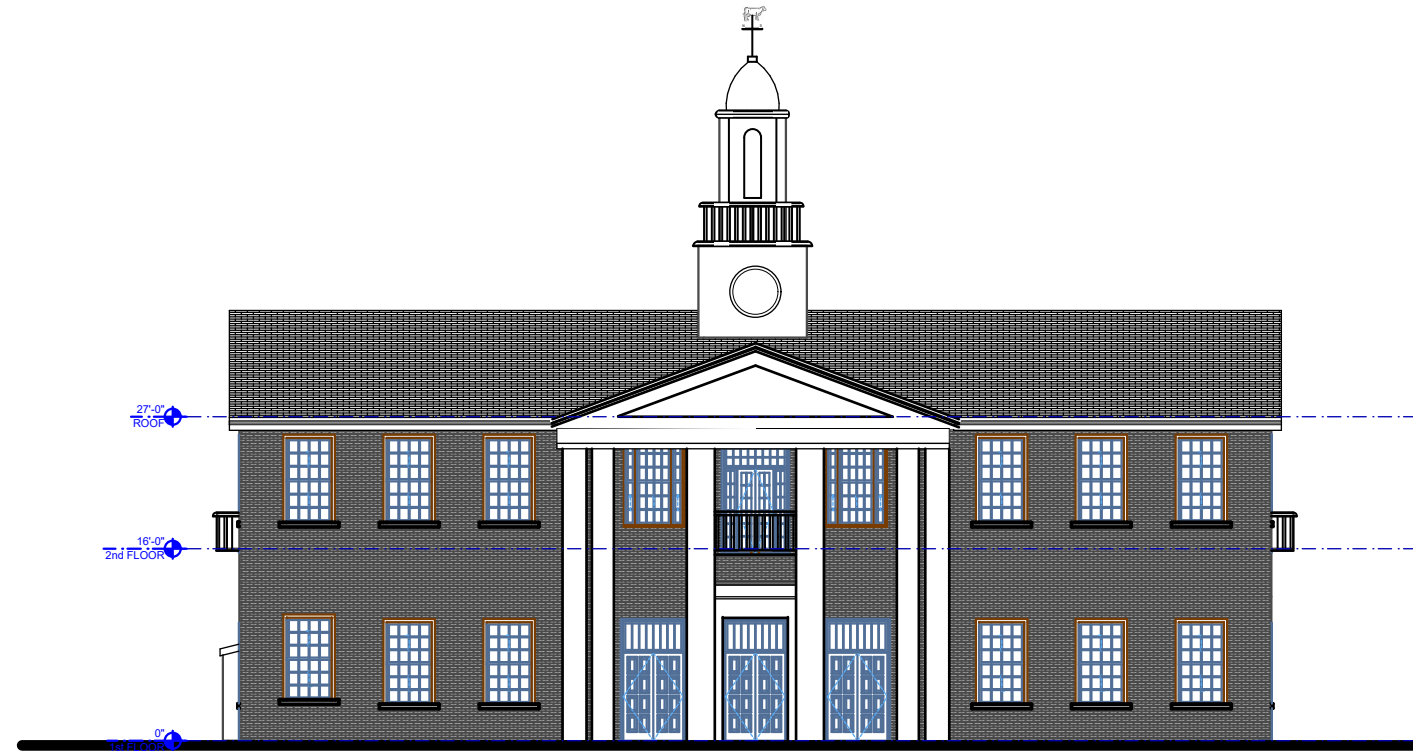
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1
A-202

NORTHWEST ELEVATION

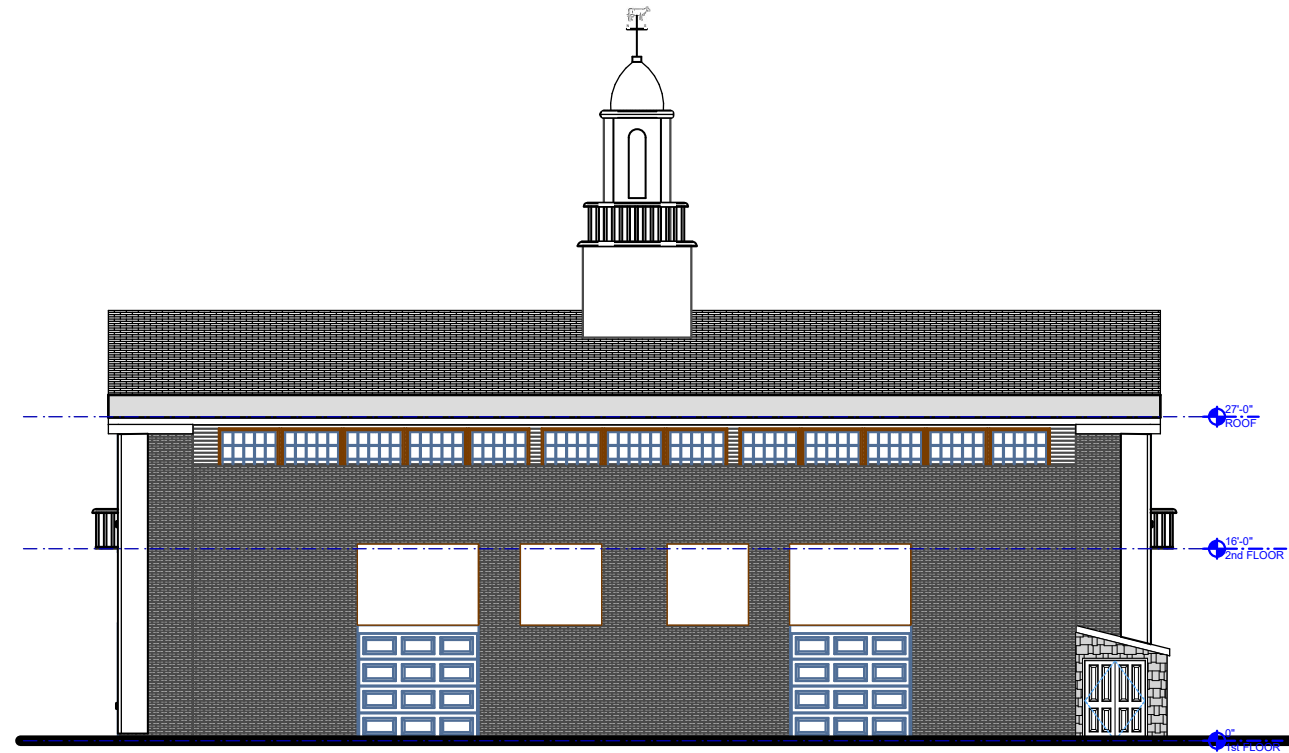
SCALE: 1/16" = 1'-0"



1
A-203

NORTHEAST ELEVATION

SCALE: 1/16" = 1'-0"



1
A-204

SOUTHWEST ELEVATION

SCALE: 1/16" = 1'-0"



SECTION 4

December 14, 2022

John D. Sheib, Jr., AIA, LEED AP BD+C
Principal
Northeast Collaborative Architects
500 Plaza Middlesex
Middletown, CT 06457
jscheib@ncarchitects.com

Re: Vermont State Building at the Eastern states Exposition in West
Springfield, MA Structural Evaluation

Principal
Charles C. Brown, P.E.

Geotechnical Associate
David L. Freed, P.E.

Structural Associates
Richard A. Centola, P.E.
Thomas Curry Jr., P.E., S.E.

Dear John:

As requested, GNCB performed an evaluation of Vermont State Building at the Eastern states Exposition in West Springfield, MA using the 9th edition of the Massachusetts State Building Code – 780CMR. The following is a report which documents our findings.

Please let us know if we can answer any questions about this report or its recommendations.

Very truly yours,



Joshua M. Dobbs-McAuliffe
Project Manager

Summary

GNCB was retained by Northeast Collaborative Architects (NCA) to complete a Structural Assessment of the Vermont State Building at the Eastern states Exposition in West Springfield, MA. Josh Dobbs-McAuliffe of GNCB Consulting Engineers, P.C. (GNCB) conducted site visits during the month of August 2022 to document the buildings' framing and existing conditions. The survey included both interior and exterior assessments and relied on visual observations made from the ground, mezzanine, 2nd floor and lower roof. GNCB did not perform any invasive investigations. Observations and measurements were documented in field notes and photographs.

This report presents observations made during site visits, the results of GNCB's limited structural analysis, and recommendations, if required, for the continued use of the building. Annotated photos are included to further identify observations. Additionally, this report provides a Building Component Existing Condition summary using a rating system detailed in **Table 2**.

As such, GNCB's recommendations are limited to work necessary to address any structural deficient conditions and/or structural components. Recommendations are not provided to remediate existing deflections or to address cosmetic concerns.

Building Description

The Vermont State Building, built circa 1920's, is a T-shaped building approximately 11,000 square feet comprised of a front two-story section with a gable roof and rear two-story section with a flat roof. The front section of the building is approximately 86'-6" x 34'-6" and has offices on both the ground and 2nd floor and an uninhabitable attic accessible with an extension ladder from the 2nd floor. The rear section of the building is approximately 96'-6" x 74'-6" and has an open exposition space, used for vendors during the Big E exposition held annually, and a small basement and mezzanine located at the south end of the building. Refer to included existing structural drawings provided by NCA for reference.

Within the front section of the building, the 2nd floor consists of 2x10 wood joists spanning between the front exterior brick bearing wall and a 12" deep steel beam at the opposite end. The steel beam supporting the joists spans between the side exterior brick bearing walls and multiple steel posts along the beam span. The gable roof consists of several wood trusses supporting 2x8 rafters and 2x6 ceiling joists spanning between the front exterior brick bearing wall and a wood framed knee wall at the opposite end with the knee wall supported by two 20" deep steel beams. Both steel beams supporting the roof framing span between the side exterior brick bearing walls and a steel post at the opposite end. The ground floor is a 4" concrete slab on grade.

Within the rear section of the building, the flat roof consists of multiple bays with several 4x10 wood beams, at the roof, supporting 2" tongue & groove wood decking spanning between 20" deep steel beams at each end. The joists in the last bay at the south end of the building span between the rear exterior brick bearing wall and a 20" deep steel beam at the opposite end. The steel beams supporting the flat roof framing span between the side exterior brick bearing walls and a steel post at the opposite

end located at the center of the building. There are also a pair of 8x10 wood beams located at the center of the building consistent with the existing drawings intended to support a raised roof monitor that has been previously removed or never constructed. The ground floor is a 4" concrete slab on grade. The mezzanine framing consists of 2x8 wood joists spanning between a wood dropped beam at one end and a bearing wall at the opposite end. The dropped beams were not observed due to finishes in place and the joists were observed through a small hole in the ceiling below the framing.

The exterior walls consist of masonry brick bearing walls supported on 18" concrete foundation walls and footings with steel angle lintels at all openings.

Existing masonry repairs and reinforcement was observed at both the exterior and interior corners of the brick bearing walls at the east and west side of the building where the supported end of the 20" deep steel beam supports the upper gable and lower flat roof. Refer to included drawings by McFarland Johnson, dated 06/04/2020, provided by NCA for reference.

The structural assessment of the basement, cupola and the gable roof trusses are not within the scope of this report.



Figure 1: Aerial View (North is Up)

Limited Structural Analysis

GNCB completed a limited Structural Analysis to determine allowable Live Load ratings for the lower roof, 2nd floor and mezzanine framing. The Structural Analysis is based on field measurements, existing structural drawings provided by NCA, and assumptions regarding the weights of existing materials. Material properties are based on the age of the structure and site observations. The Structural Analysis is limited to gravity systems.

Live loads are the loads (weights) applied to a structural system after construction. Dead loads, or the permanent weight of the structure (e.g., planking, plaster, structure), must be deducted from the system’s capacity prior to calculation of the live load capacity. Present day building codes define environmental loads such as snow, ice, and wind to be resisted by the building’s structure. In West Springfield, MA, roofs are designed for a 35 psf ground snow load per the 9th edition of the Massachusetts State Building Code – 780CMR.

Some existing structures often do not meet modern code requirements since the framing was sometimes constructed with a more “traditional” approach vs. a calculated design approach. It is GNCB’s practice to calculate and define the structural system’s live load capacity in pounds per square foot (psf) and evaluate the structure’s past performance and signs of overstress in framing members against the requirements of the Building Code.

Table 1: Results of the Vermont State Building Limited Structural Analysis

Location	Allowable Live Load (psf)	Code Required Live / Snow Load (psf)
Lower Roof Framing	50	35 (flat roof snow)
2nd Floor Framing	75	50 (office)
Mezzanine Framing	40	Based on Occupancy / Unknown

1. Code Required Live Loads per 780 CMR 9th ED. Table 1607.1
2. Code required Snow Load per 780 CMR 9th ED. Table 1604.11
3. 10 psf Superimposed Dead Load used for Analysis

Table 2: Building Component Existing Condition

Building Components	Description	Rating	Recommendation
A: Substructure A10: Foundations	A1030: Slab on Grade	4	No recommendations at this time.
B: Shell B10: Superstructure	B1010: Floor Construction 2nd floor	4	No recommendations at this time.
	B1010: Floor Construction Mezzanine	4	No recommendations at this time.

	B1020: Roof Construction	4	No recommendations at this time.
B: Shell B20: Exterior Enclosure	B2010: Exterior Walls	2	Repoint deteriorated/loose mortar joints at brick parapets.
	B2020: Exterior Windows	2	Prep & paint steel lintels with a zinc rich paint at areas of rust & deteriorated paint

Rating System:

1. Failed, replacement or removal required
2. Failing, minor repair or modification required
3. Moderate maintenance required for 10-15 years' performance
4. Minor maintenance required to achieve 20-30 years' performance
5. Performing

Limitations

This report has been prepared exclusively for the specific application to the Vermont State Building at the Eastern states Exposition in West Springfield, MA. in accordance with generally accepted engineering practices. No other warranty, express or implied, is made.

In the event that any changes in condition of the buildings or site areas occur following the preparation of our report, the conclusions and recommendations contained in this report should not be considered valid unless the changed conditions are reviewed and conclusions of this report modified or verified in writing.

The analysis and recommendations in this report are based upon data obtained from limited field observations and existing structural drawings provided by NCA. These observations are limited to the exposed building's elements and to a visual assessment of the building. If discrepancies, unforeseen conditions or undesirable conditions more extensive than originally thought become evident in the field, it will be necessary to re-evaluate the recommendations contained in this report.

The information provided in this report is not suitable for construction. It is for planning, and budgeting purposes only.



Photo P1:

Exterior southwest elevation of the upper gable roof, including the center wood cupola, observed from the lower roof looking northeast.



Photo P2:

Exterior view of the lower flat roof observed from the lower roof looking northeast.



Photo P3:

Observed tree branches encroaching on the north side of the building where the lower flat roof intersects with the upper gable roof looking north.



Photo P4:

Observed localized mortar deterioration and several loose bricks along the upper portion of the south brick parapet looking northeast.



Photo P5:

Observed localized mortar deterioration and several loose bricks along the upper portion of the north brick parapet looking northeast.



Photo P6:

Observed masonry repointing at the south wall corner of the building where the lower flat roof meets the upper gable roof looking northeast.

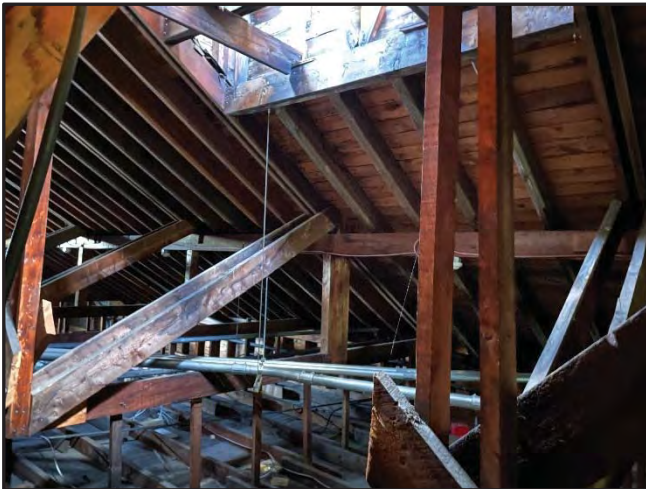


Photo P7:

Overall view of the upper gable roof framing including, timber trusses, joists and purlins looking south.



Photo P8:

Overall view of the lower flat roof framing including tongue & groove wood decking, timber beams and steel girders observed from the ground floor looking southeast.



Photo P9:

Close-up view of the lower flat roof framing including tongue & groove wood decking, timber beams and steel girders observed from the mezzanine looking southeast.

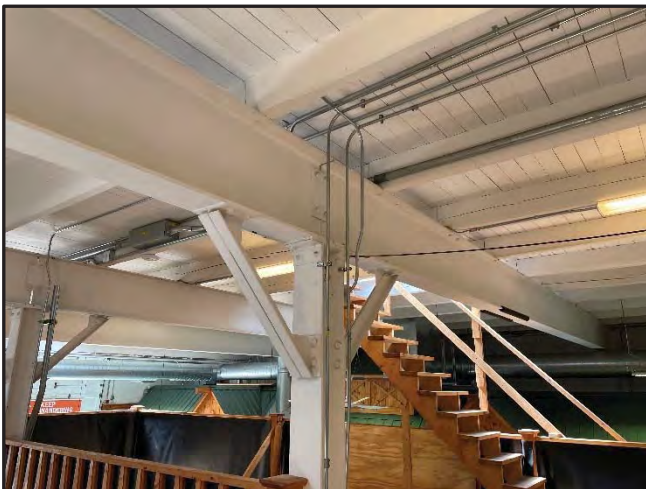


Photo P10:

Typical support condition of steel girder at center steel column observed from the mezzanine.



Photo P11:

Typical support condition of steel girder at exterior brick bearing walls observed from the ground floor.



Photo P12:

View of the mezzanine observed above from the mezzanine floor looking south.



Photo P13:

View of the mezzanine observed below from the ground floor looking north.

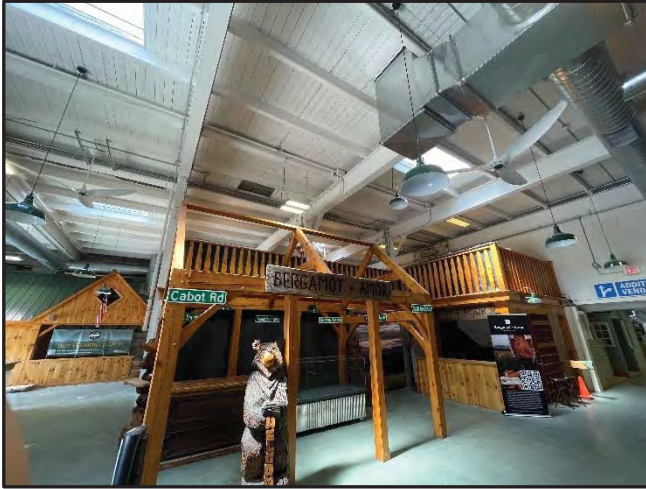


Photo P14:

Southeast elevation of the mezzanine observed from the ground floor looking north.



Photo P15:

West corner of the mezzanine observed from the ground floor looking east.

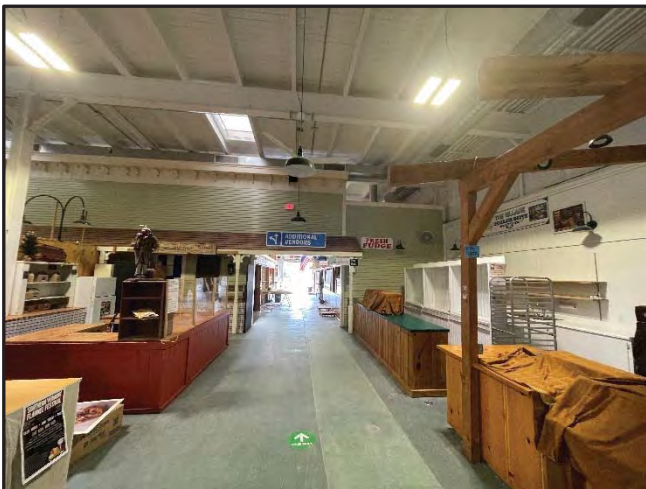
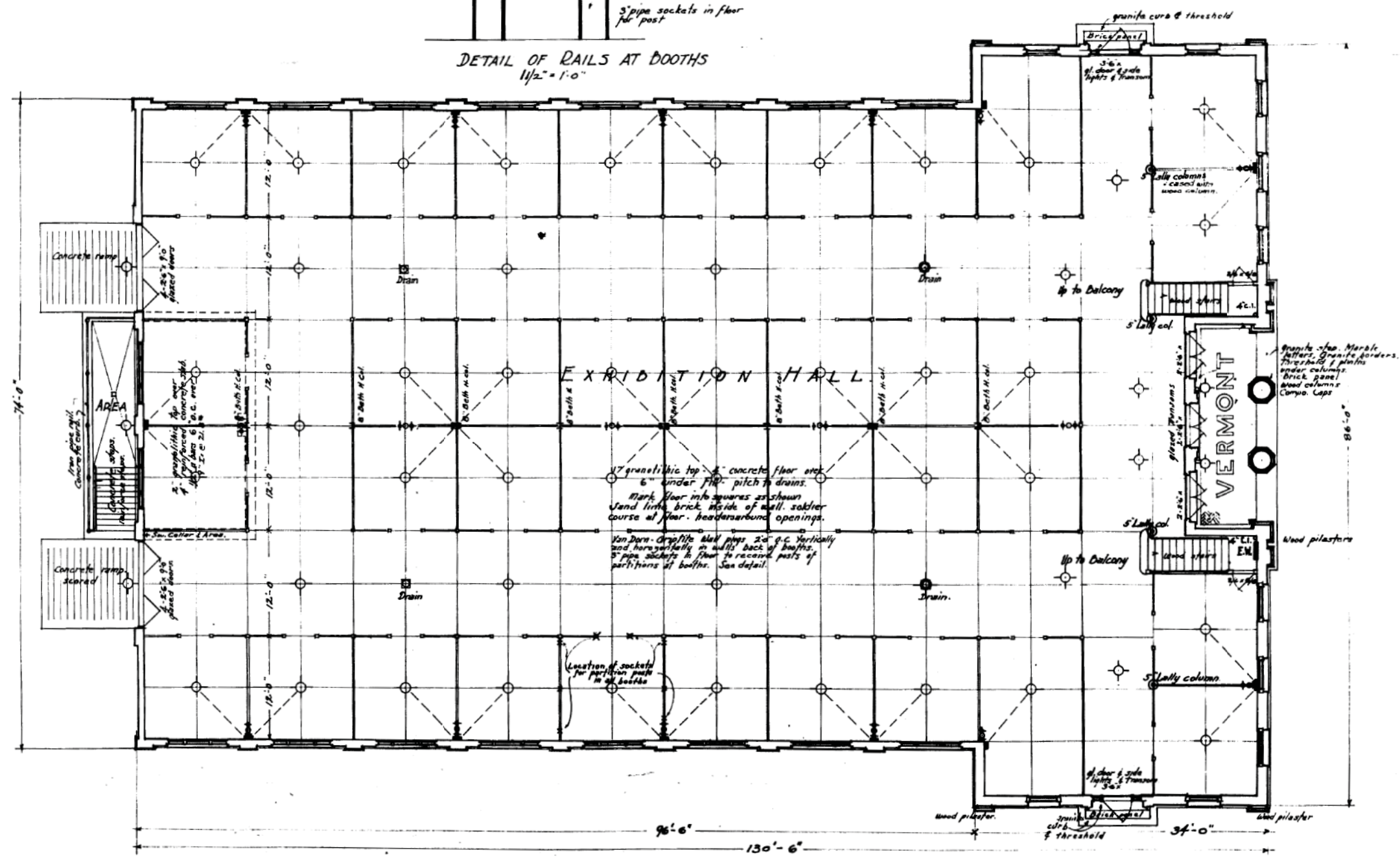
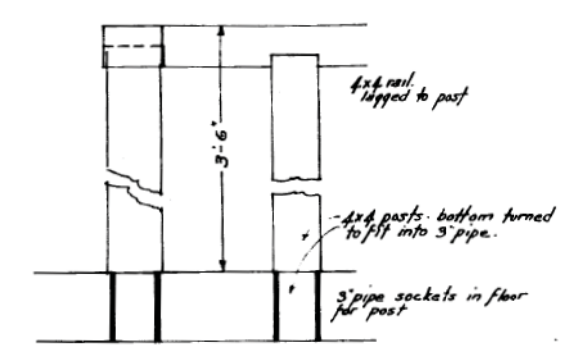


Photo P16:

View of the concrete slab on grade observed from the ground floor looking southwest. Typical throughout the building.

- SYMBOLS.**
- Water supply and Drain.
 - Floor drain.
 - ⊕ Gas outlet.
 - ⊙ Electric light outlet.
 - ▭ Electric Main Cabinet.
 - Electric Cabs & Sws. in Booths.



FIRST FLOOR PLAN
Scale 1/16\"/>

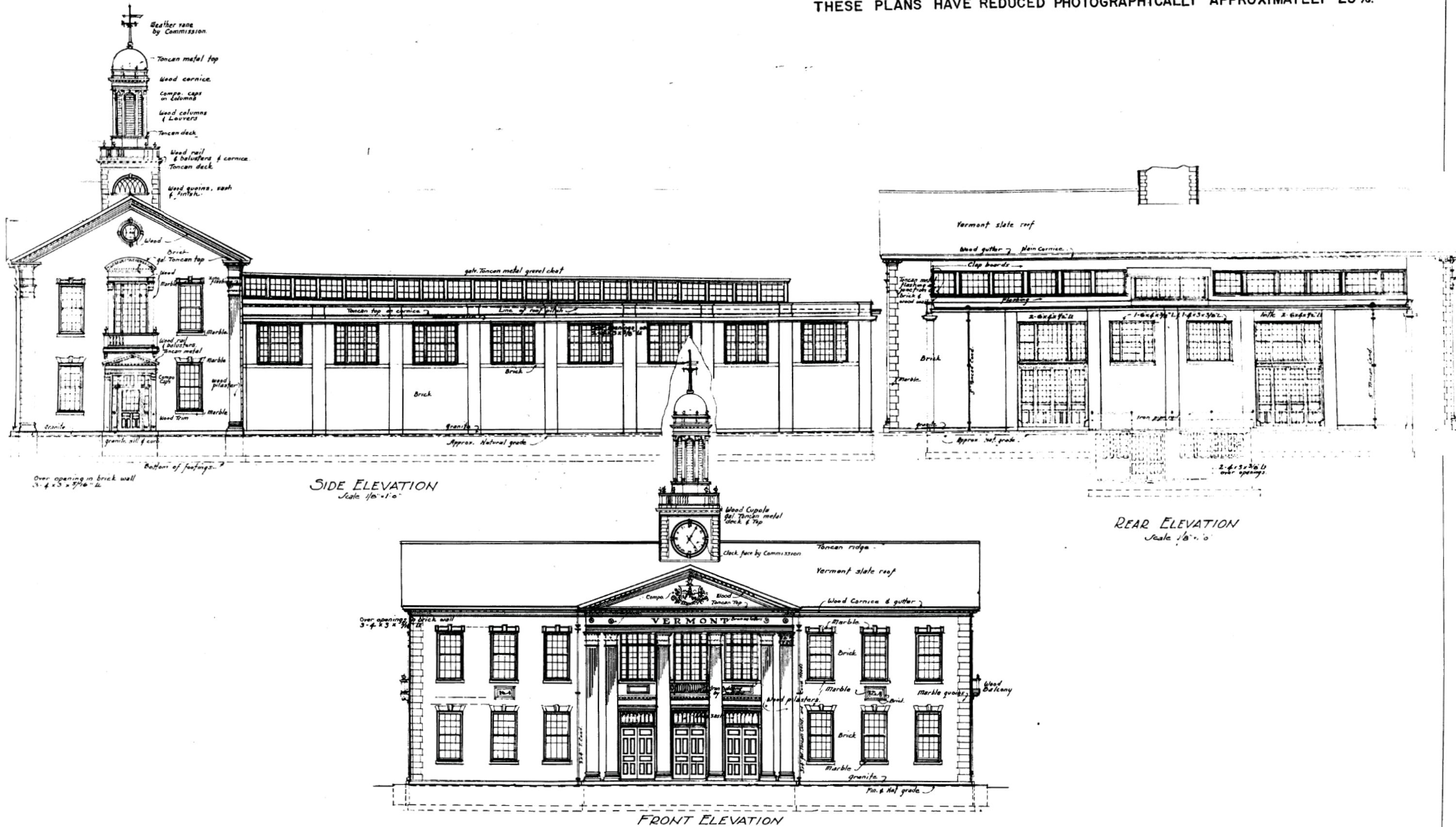
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STATE COMMISSION
 GUY H. BOYCE - CHAIRMAN
 MORTON F. DOWNING - SECRETARY
 WALTER H. CROCKETT - BELLOWS FALLS
 E. H. JONES - MONTPELIER
 JAMES A. STAGE - WINDSOR

VERMONT STATE BUILDING
 EASTERN STATES EXPOSITION
 SPRINGFIELD MASS.

W. H. McLEAN - ARCHITECT
 TREMONT TEMPLE - 88 TREMONT ST.
 BOSTON - MASSACHUSETTS.

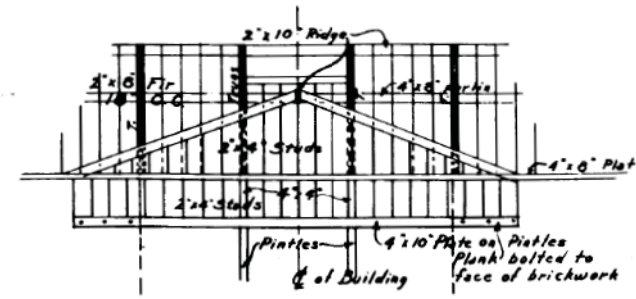
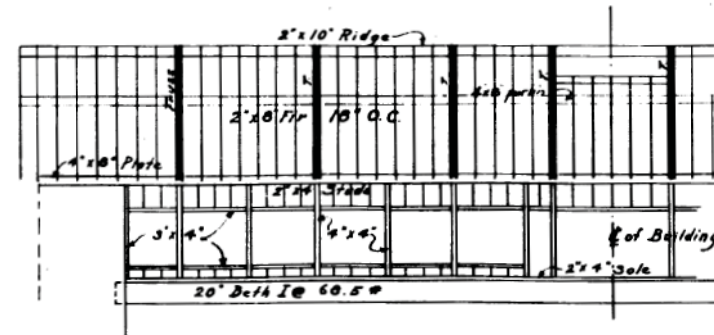
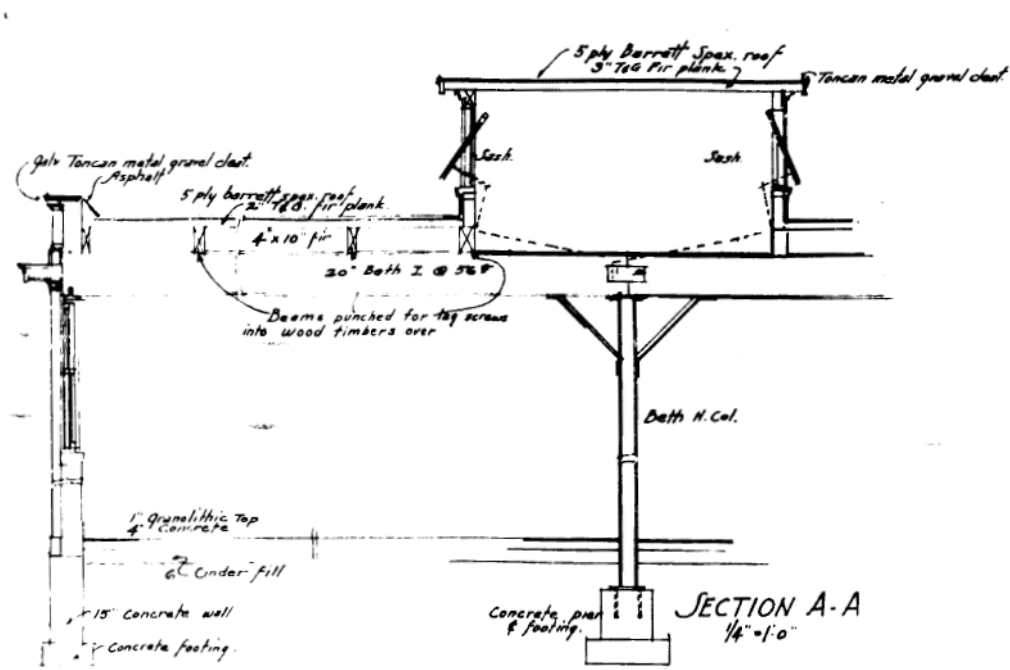
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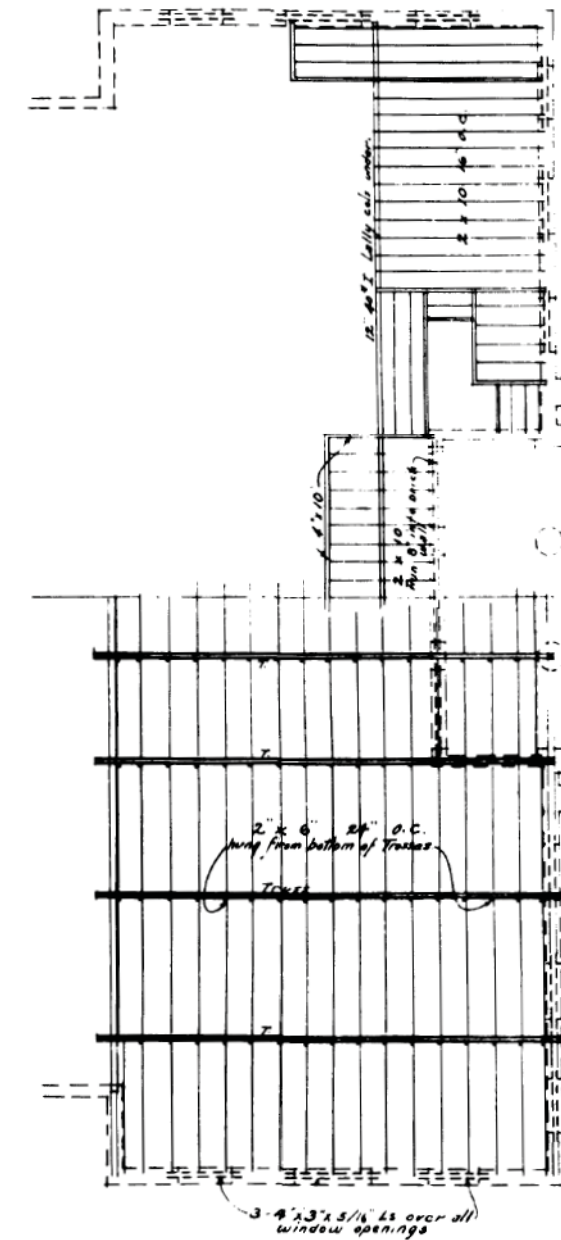
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 BELLOW FALLS
 WALTER H. CROCKETT, E. H. JONES,
 PROCTOR MONTPELIER
 JAMES A. STACEY

VERMONT STATE BUILDING
 EASTERN STATES EXPOSITION
 ~ SPRINGFIELD ~ MASS. ~

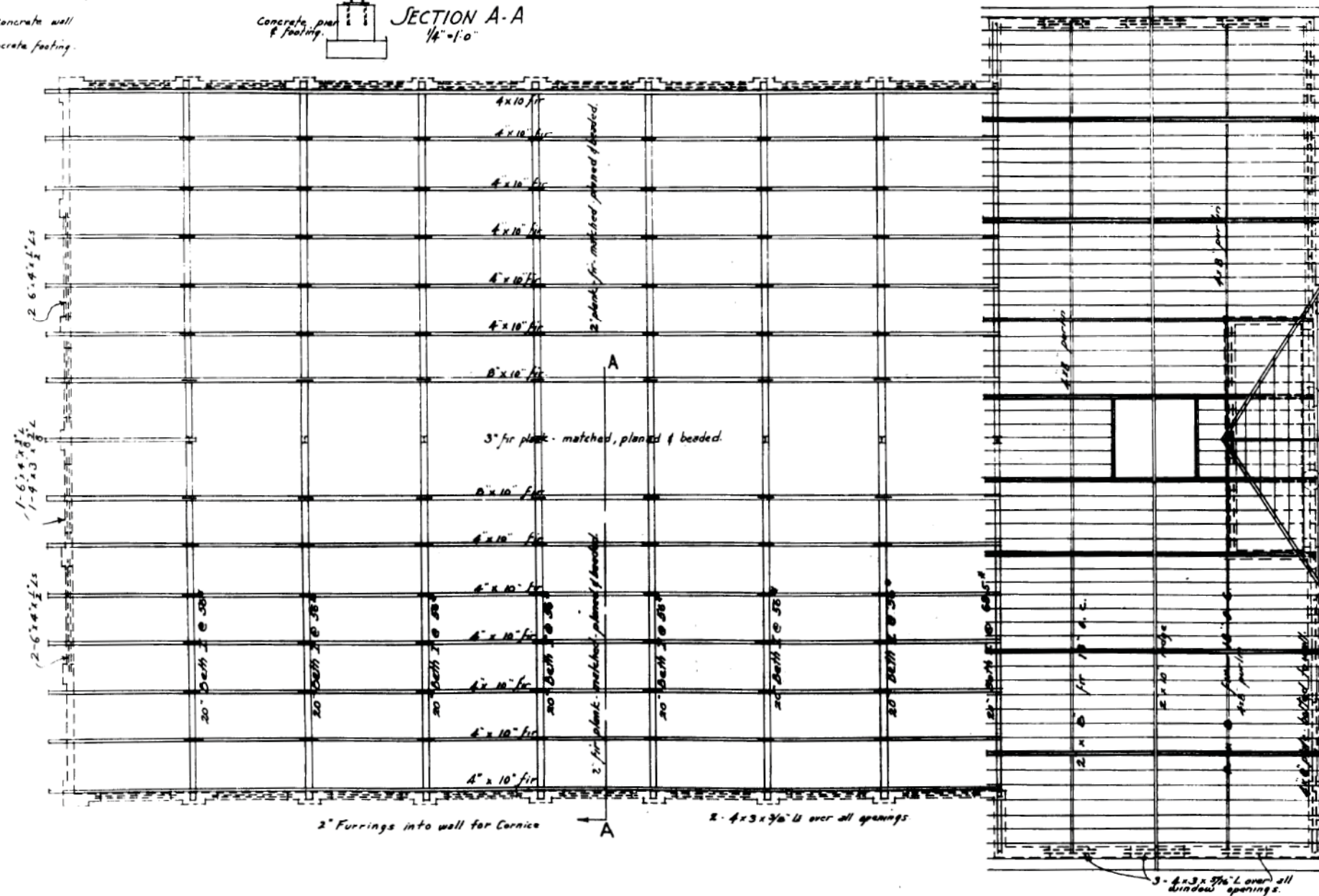
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 BOSTON MASSACHUSETTS



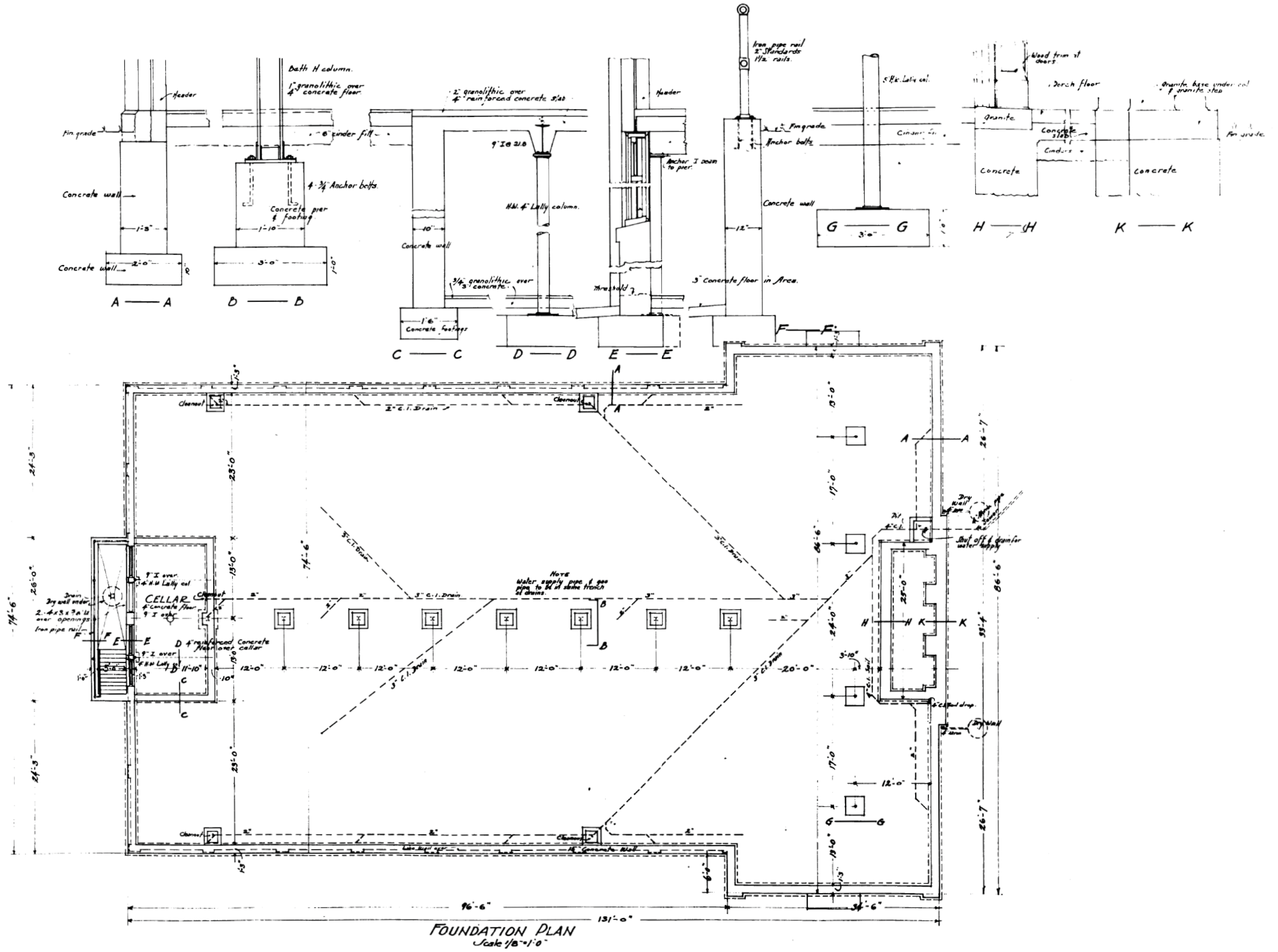
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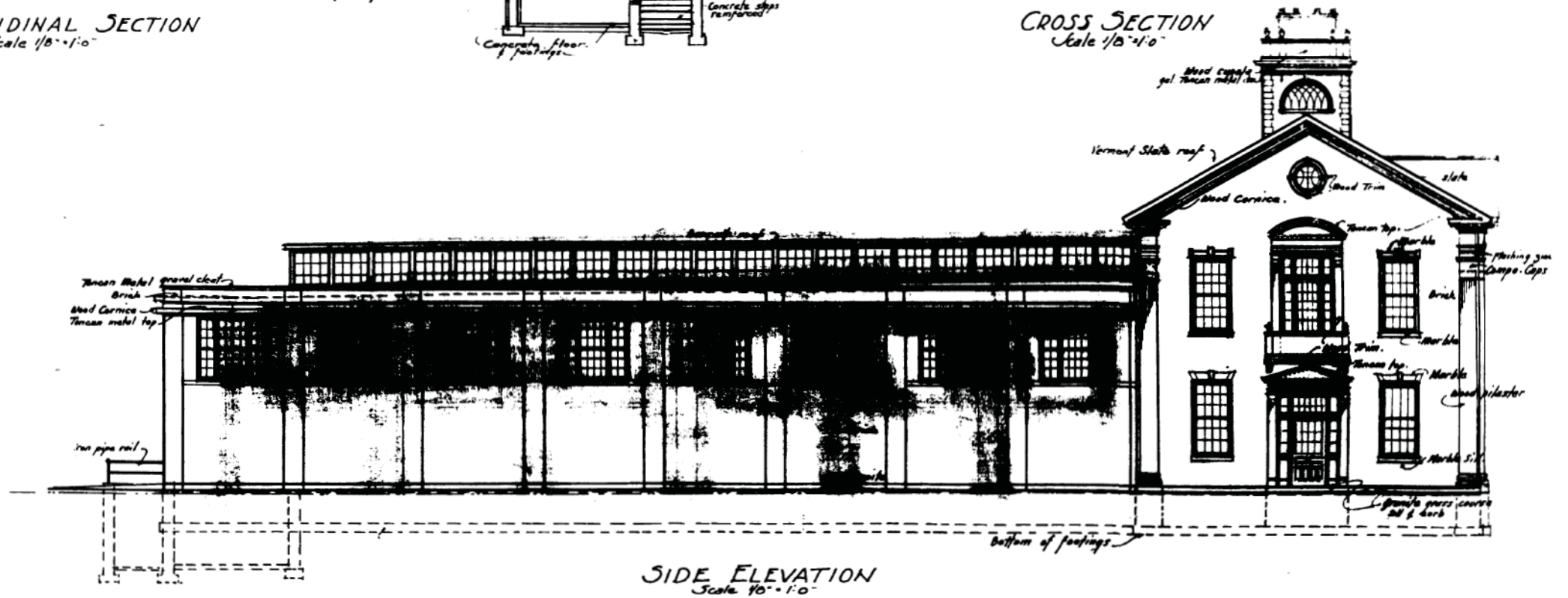
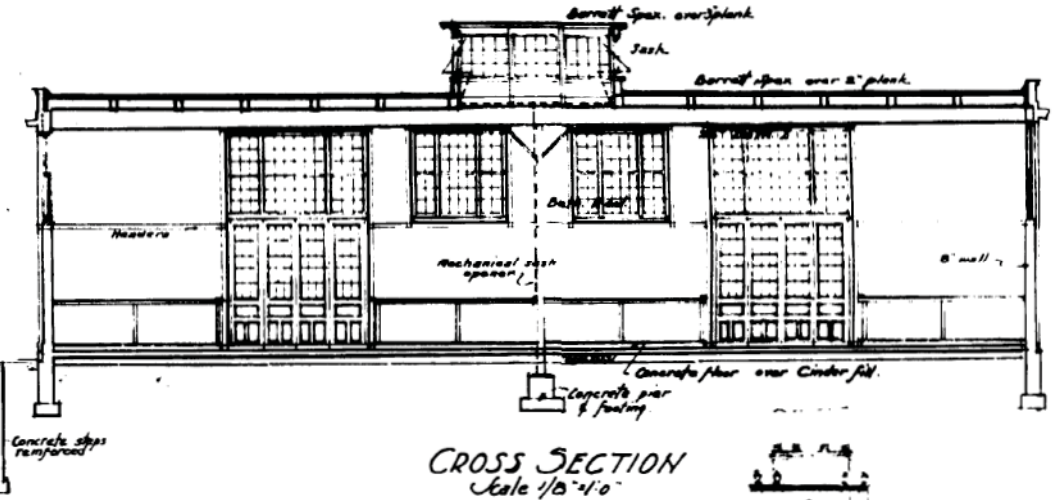
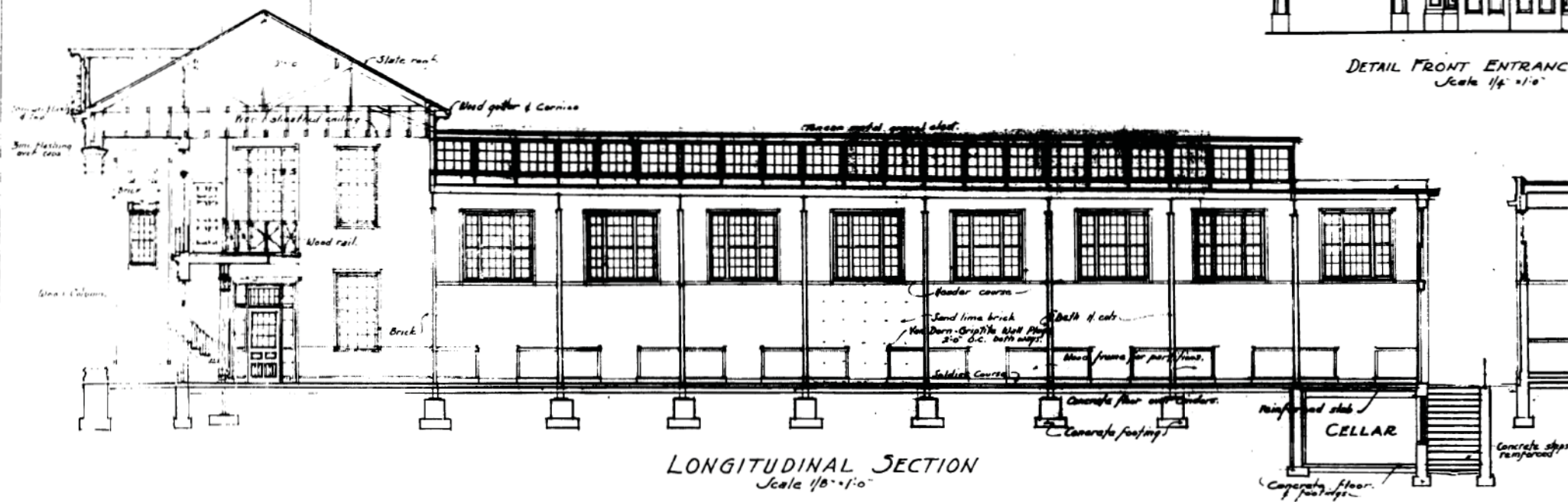
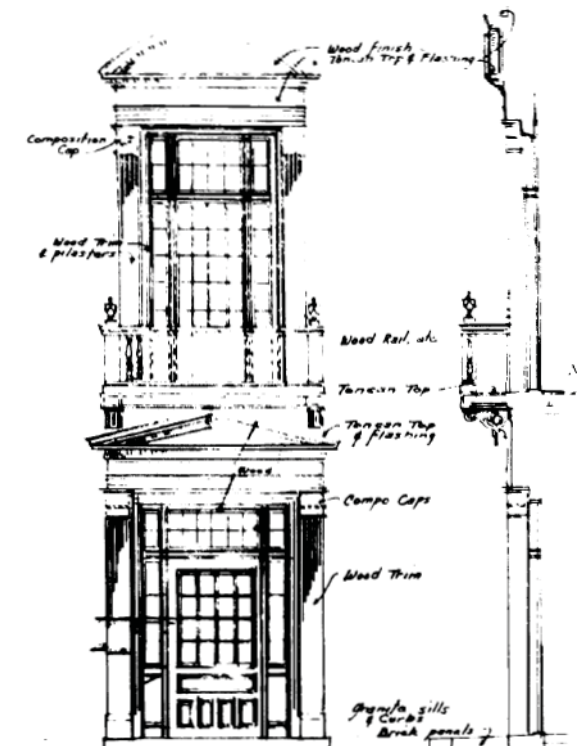
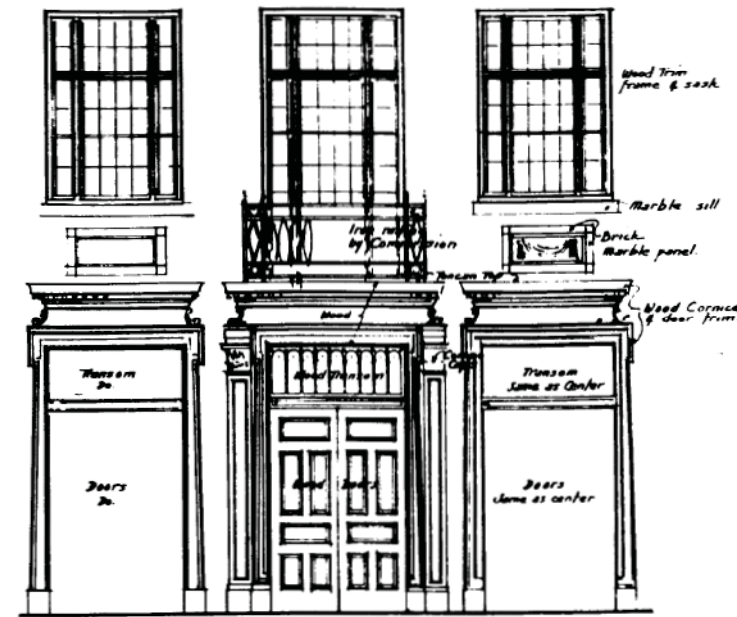
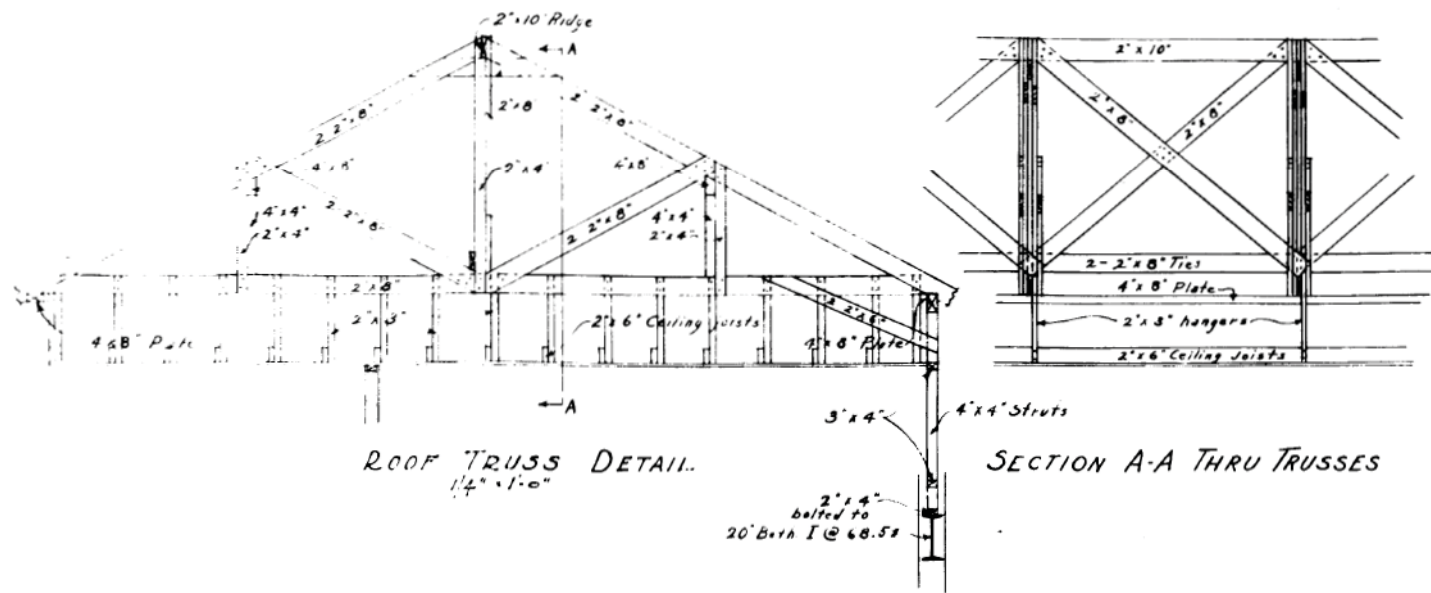
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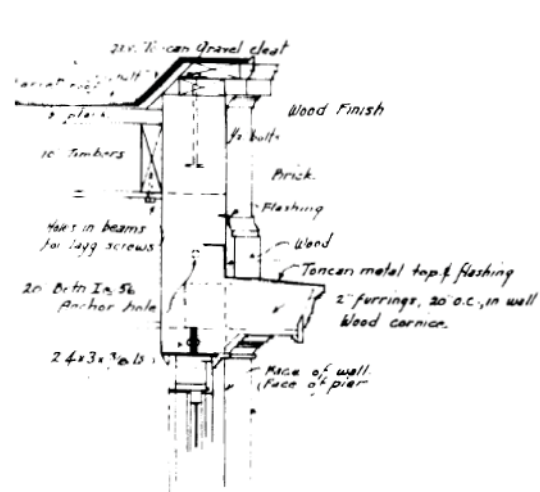
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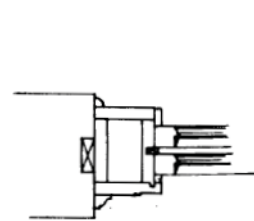
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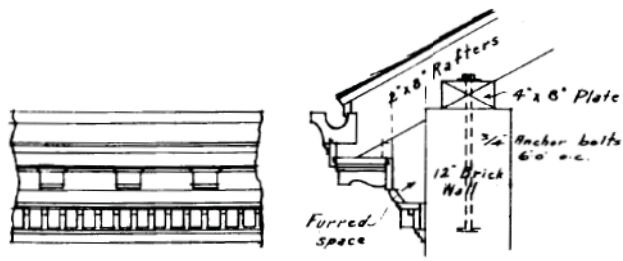
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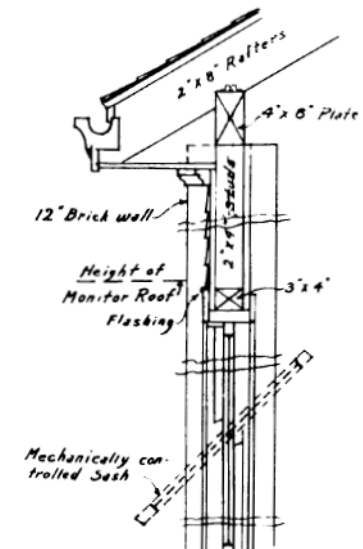
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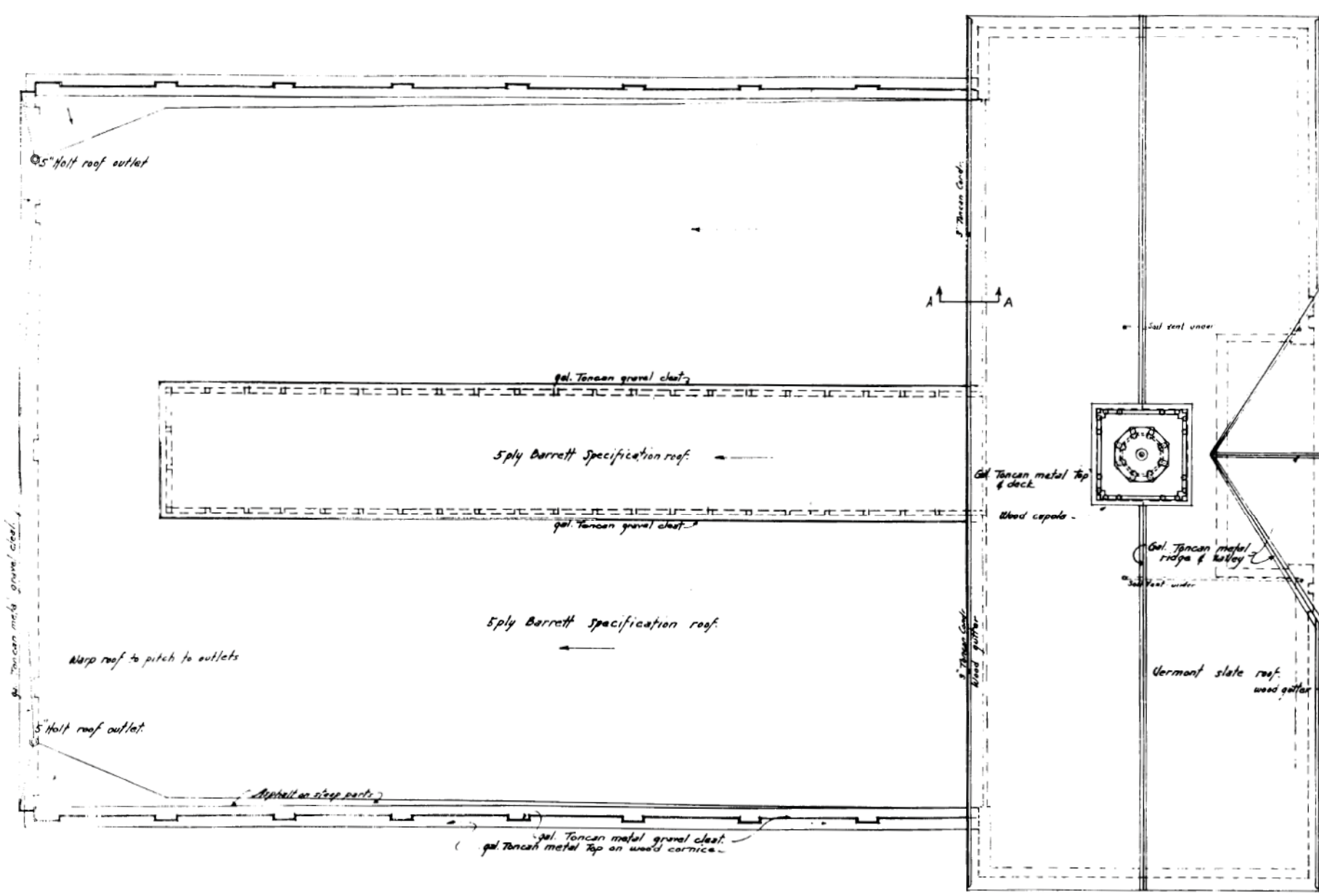
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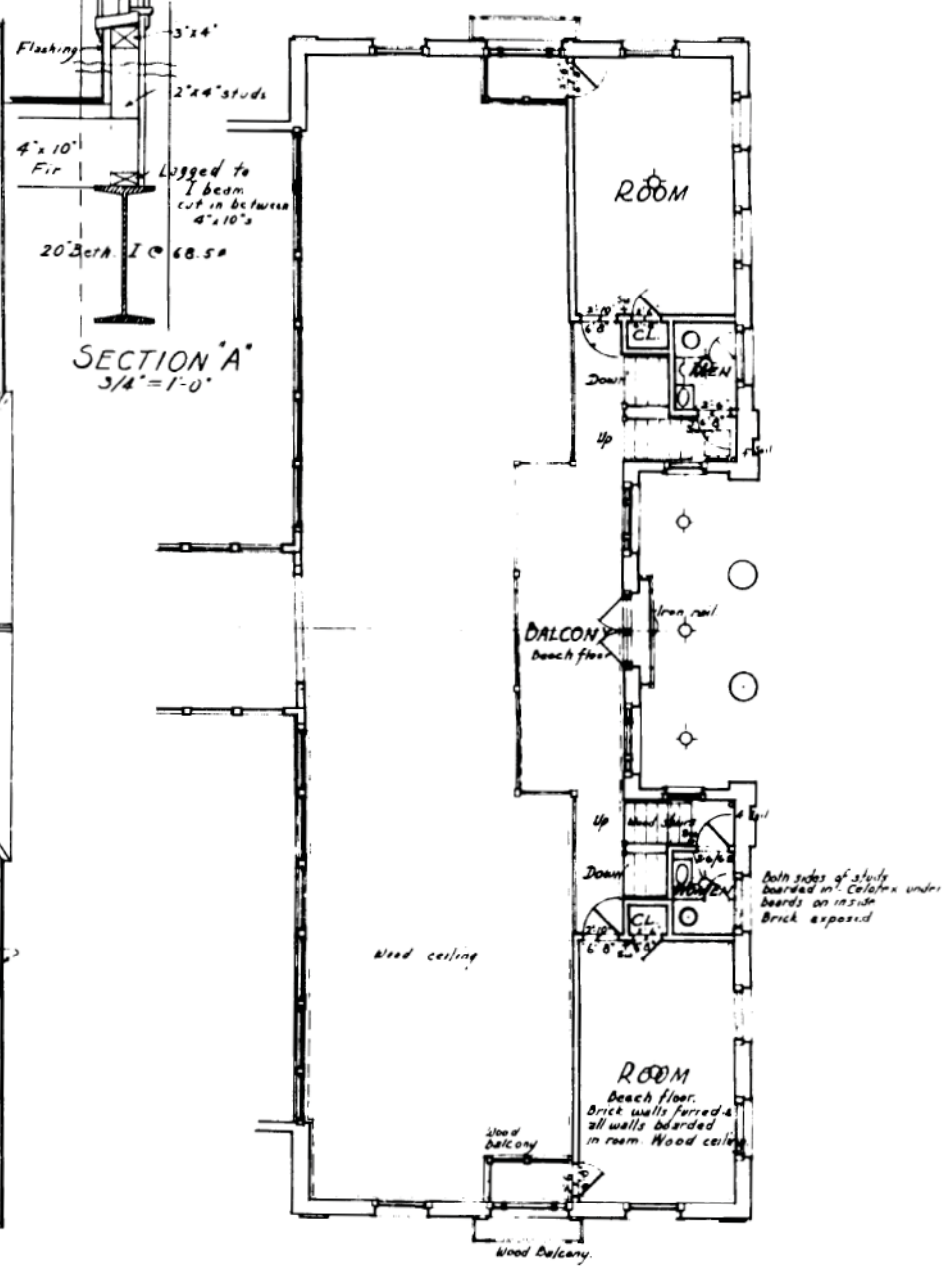
DETAIL MAIN CORNICE
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SECTION A
3/4" = 1'-0"



ROOF PLAN
Scale 1/8" = 1'-0"



DALCONY PLAN
Scale 1/8" = 1'-0"

THESE PLANS HAVE BEEN REDUCED PHOTOGRAPHICALLY APPROXIMATELY 25%



McFarland Johnson

620 Hinesburg Road
Suite #230
South Burlington, VT 05403

P: 802.862.9381
www.mjinc.com

No.	Date	Description

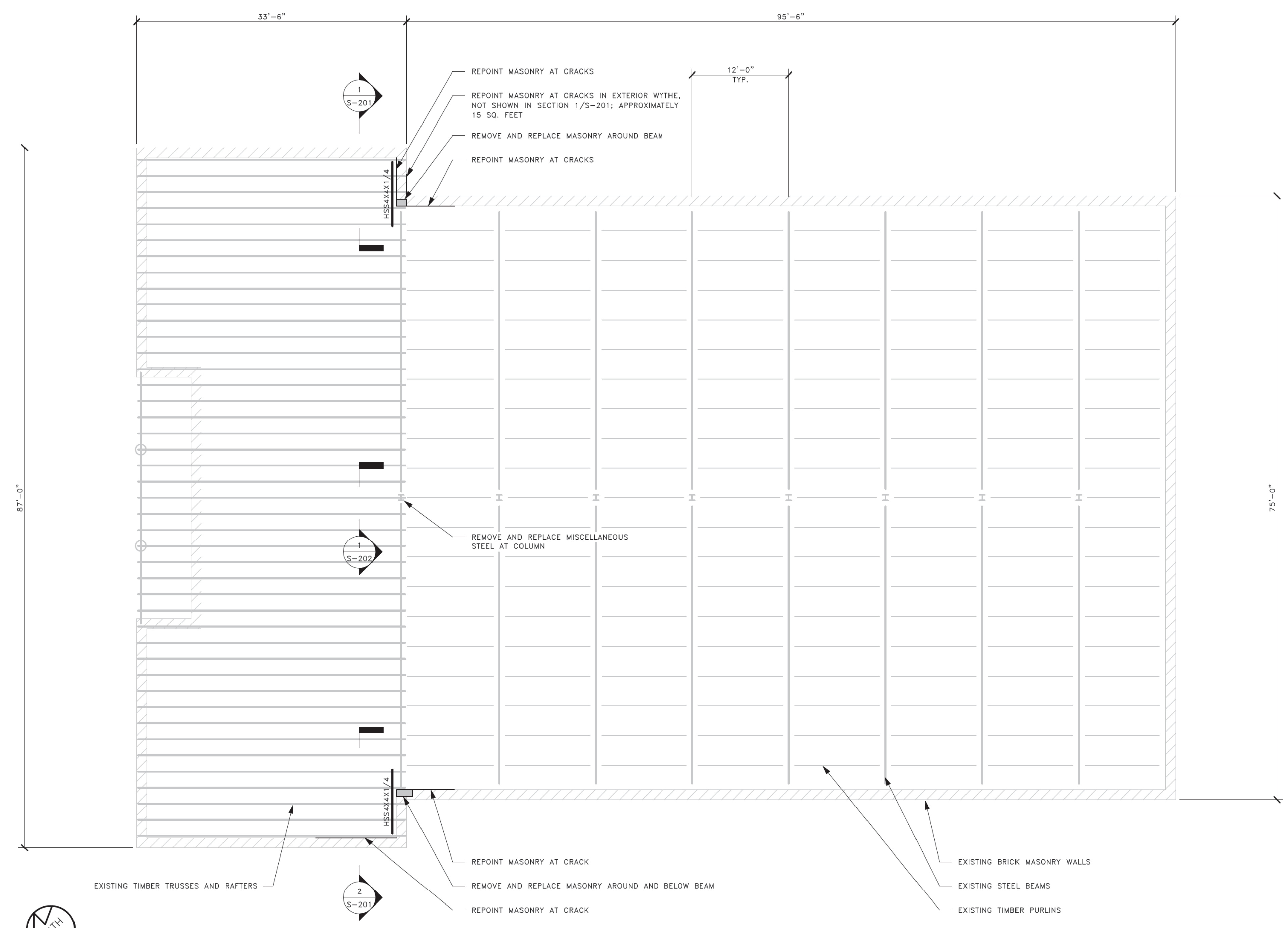
CLIENT: STATE OF VERMONT BUILDINGS AND GENERAL SERVICES
 PROJECT: MONTPELIER, VT
 MASONRY REPAIRS AT VERMONT BIG E BUILDING

DRAWN	OHG
DESIGNED	OHG
CHECKED	CEP
SCALE	1/8" = 1'-0"
DATE	06/04/2020
PROJECT	18438.05



DRAWING TITLE
ROOF FRAMING PLAN

DRAWING NUMBER
S-101



ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0"

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SECTION 6

STATE OF VERMONT Division for Historic Preservation VERMONT ARCHITECTURAL RESOURCE INVENTORY* Individual Property Survey Form	SURVEY NUMBER: (Assigned by VDHP)
	Listed in State Register <input type="checkbox"/> Date:
	Determined Eligible for State Register <input type="checkbox"/> Date:
	PRESENT FORMAL NAME: Vermont State Building, Eastern States Exposition
	ORIGINAL FORMAL NAME: Vermont State Building, Eastern States Exposition
COUNTY: Hampden (Massachusetts)	PRESENT USE: Exposition Hall
TOWN: West Springfield (Massachusetts)	ORIGINAL USE: Exposition Hall
ADDRESS: 1305 Memorial Boulevard	ARCHITECT/ENGINEER: W. H. McLean, Boston, MA
COMMON NAME: Vermont State Building	BUILDER/CONTRACTOR: Loucks & Clark, Inc. Wallingford, CT
PROPERTY TYPE: Building	DATE BUILT: 1929
OWNER: State of Vermont c/o Agency of Agriculture Food and Markets ADDRESS: 116 State Street, Montpelier, VT 05620-2901	
ACCESSIBILITY TO PUBLIC: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Restricted <input type="checkbox"/>	PHYSICAL CONDITION OF STRUCTURE: Good <input type="checkbox"/> Fair <input checked="" type="checkbox"/> Poor <input type="checkbox"/>
LEVEL OF SIGNIFICANCE: Local <input checked="" type="checkbox"/> State <input type="checkbox"/> National <input type="checkbox"/>	STYLE: Georgian Revival
GENERAL DESCRIPTION: Structural System: 1. <u>Foundation</u> : Stone <input checked="" type="checkbox"/> Brick <input type="checkbox"/> Concrete <input type="checkbox"/> Concrete Block <input type="checkbox"/> 2. <u>Wall Structure</u> a. Wood Frame: Post & Beam <input type="checkbox"/> Plank <input type="checkbox"/> Balloon <input type="checkbox"/> Platform <input type="checkbox"/> b. Load Bearing Masonry: Brick <input type="checkbox"/> Stone <input type="checkbox"/> Concrete <input type="checkbox"/> Concrete Block <input type="checkbox"/> c. Metal: Iron <input type="checkbox"/> Steel <input checked="" type="checkbox"/> d. Other: 3. <u>Wall Cladding</u> : Clapboard <input type="checkbox"/> Board & Batten <input type="checkbox"/> Wood Shingle <input type="checkbox"/> Shiplap <input type="checkbox"/> Novelty <input type="checkbox"/> Asbestos Shingle <input type="checkbox"/> Aluminum Siding <input type="checkbox"/> Asphalt Shingle <input type="checkbox"/> Vinyl Siding <input type="checkbox"/> Brick Veneer <input checked="" type="checkbox"/> Stone Veneer <input type="checkbox"/> Other: 4. <u>Roof Structure</u> Truss: Wood <input checked="" type="checkbox"/> Iron <input type="checkbox"/> Steel <input type="checkbox"/> Concrete <input type="checkbox"/> Other: Steel Frame (columns & beams) (at rear roof) 5. <u>Roof Covering</u> : Slate <input checked="" type="checkbox"/> Wood Shingle <input type="checkbox"/> Asphalt Shingle <input type="checkbox"/> Sheet Metal <input type="checkbox"/> Built Up <input type="checkbox"/> Rolled <input checked="" type="checkbox"/> Tile <input type="checkbox"/> Standing Seam <input type="checkbox"/> Other: EPDM Membrane 6. <u>Engineering Structure</u> : 7. Other: Appendages : Porches <input type="checkbox"/> Towers <input type="checkbox"/> Cupolas <input checked="" type="checkbox"/> Dormers <input type="checkbox"/> Chimneys <input type="checkbox"/> Sheds <input type="checkbox"/> Ells <input type="checkbox"/> Wings <input type="checkbox"/> Bay Window <input type="checkbox"/> Other: Roof Styles : Gable <input checked="" type="checkbox"/> Hip <input type="checkbox"/> Shed <input type="checkbox"/> Flat <input checked="" type="checkbox"/> Mansard <input type="checkbox"/> Gambrel <input type="checkbox"/> Jerkinhead <input type="checkbox"/> Saw Tooth <input type="checkbox"/> With Monitor <input type="checkbox"/> With Bellcast <input type="checkbox"/> With Parapet <input checked="" type="checkbox"/> With False Front <input type="checkbox"/> Other: Number of Stories: Two stories in front portion, one story in rear exhibition hall Entrance Location: Three doors centered on northeast elevation Number of Bays: Front: 9 x 3, Rear: 4 x 9 Approximate Dimensions: 87'-0" x 129'-0"	
Criteria for Eligibility: A: Historic <input checked="" type="checkbox"/> B: Person <input type="checkbox"/> C: Architectural <input checked="" type="checkbox"/> D: Archeological <input type="checkbox"/>	
Integrity: Location <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Setting <input checked="" type="checkbox"/> Materials <input checked="" type="checkbox"/> Workmanship <input checked="" type="checkbox"/> Feeling <input checked="" type="checkbox"/> Assoc. <input checked="" type="checkbox"/>	

* Formerly known as the Historic Sites and Structures Survey

Areas of Significance: Architecture, Entertainment/Recreation

ADDITIONAL ARCHITECTURAL OR STRUCTURAL DESCRIPTION:

Property

The property is generally level grade, with slight depressions at the southwest of the property, near the west and south corners of the building, serving as stormwater retention/mitigation drywells.

There are paved walks entering the building from the northeast (“formal” entry - brick pavers which are not likely original but perhaps a replica of such). They were concrete at one point during the history of the building. There are concrete sidewalks from adjacent state buildings at the northwest and southeast. There is a larger concrete paved area to the southwest of the building, accommodating outdoor vendors, picnic tables, and a covered platform/stage connected to the building. This area originally featured paved surfaces from the road to the large doors on the rear of the building.

The property owned by the State of Vermont is bound by the following:

- Northeast: The Avenue of States: a private bituminous-paved drive on the fairgrounds that fronts all state buildings to the southwest, and the Storrowton Village Museum.
- Southeast: The Maine State Building surrounded by lawn and some plantings. There is a log-cabin replica shed toward the southern end of this building which is close to the property line. The only pedestrian walkway on this side of the Maine building connects to the exit walk from the southeast of the Vermont building (the only access to the rear of the property is on the Vermont property).
- Southwest: a private bituminous-paved service drive with unstriped service parking and storage during non-event periods. It is a pedestrian thoroughfare during the event (only emergency or other event support vehicles when necessary). This drive serves as service access to the property. There is a storage structure on the opposite side of the drive, which includes some parade items.
- Northwest: The Connecticut State Building and site appurtenances. There is a paved walk and masonry wall at the majority of the edge of the Connecticut property, with multiple outdoor vendors and significant pedestrian traffic during the event. There is a small wooden fence with a cooler structure, concrete barricades and a large steel-frame tent structure close to the property line to the west.

Exterior

The building exterior generally follows the original building drawings provided (see EXHIBIT 1), with noted exceptions throughout. The building massing is separated into two main components (“front” and “rear” portion). The front portion of the building is Georgian Revival in design and is bilaterally symmetrical. The façade is 9 bays wide, arranged in 3 main parts, 3 bays each. A slightly projecting pedimented portico occupies the three central bays, and is flanked on either side by three evenly spaced double-hung windows on the first and second stories. The center Greek temple motif with Corinthian Order columns based on the Tower of the Winds, pilasters and pediment, featuring a 2-story recessed element with doors and balcony-style vertical windows. The side windows are 3 x 2 double-hung windows with a 3 x 2 fixed transom and a 1x fixed sidelight on each side. The center window is a wider 5 x 2 double hung window, with similar 5 x 2 fixed transom and 1x fixed sidelight each side. Each side of front façade is a 3-bay field of

brick with windows on each floor. The windows feature a stone lintel element (first story lintels are splayed with a keystone and second story lintels are paneled with a Greek meander in each panel) and there's a stone quoinedge on each side.

The building is generally a 1 story with mezzanine level structure. The main façade and side elevations of the front portion of the building convey the appearance of a full 2-story building. The mezzanine/2nd level is present along the front façade, and thus the 2nd story windows do provide natural light to those rooms, at a relatively standard height and bay-spacing. The side facades of the front portion of the building are 3 bays wide, with a center door with gabled pediment with overhanging balcony, with balcony-style vertical window with curved lintel element directly above the door. There a stone pilaster at each end of the façade.

This portion of the building is constructed with a granite foundation, mainly brick veneer (with back-up brick as the load-bearing structure, with marble pilasters and wood trim, wood-frame windows, wood cornice, entablature, frieze and pediment features, and unfading green and unfading purple slate roof over a timber-frame roof structure. There is a gold-paint gilded dome-capped cupola at the center of the roof. The cupola is timber-frame structure set on the roof trusses, with painted wood trim and clapboard, curved windows, a clock on the northeast face, and a metal weathervane with a gold-painted cow. Certain materials were sourced from Vermont, including granite from Barre, marble from Proctor ("Imperial Danby Marble, Vermont Marble Company, Proctor, VT" is stamped on one of the bases of the pilasters on the northwest of the building) and the slate shingles on the roof. We note that some replacement marble is much whiter/less discolored than the original stone.

The rear portion of the building is more utilitarian in appearance, with a late 19th/early 20th Century mill or early-industrial building style. It is brick with wood trim (same product and color as the front) and wood panel infill (painted T—111) where it appears windows were originally placed. The 9 window bays on each of the southeast and northwest elevations are further differentiated by brick pilasters. There is a wood accent trim course that extends beyond the brick pilasters just below the roof edge. There is a brick parapet wall above capped with a painted aluminum coping cap. The southwest elevation (the rear of the building) is 4 bays wide, which originally had higher windows at each bay (similar to the sides), with large doors on each end. The original large doors are now replaced with wood-paneled overhead doors. This rear portion of the building has a steel-frame (exterior wall, interior center columns and steel beams) structure and wood deck roof with tapered insulation and a low-slope membrane.

There is a new covered stage/platform structure with an upper balustrade matching the side balconies. There is a wood shingle-sided shed roof addition at the south corner of the building housing hot water heaters.

Site features include the brick-based lightposts flanking the main entry path from the Avenue of States. There are low-level hedge plantings framing a formal grass lawn, with maple trees placed symmetrically about the center axis main entry walk. The entry walk terminates at the recessed portico element, where word VERMONT is inset with contrasting unit pavers. The architectural features of the recessed portico include railings at balcony windows and stone accent panels with decorative patterns.

Interior

The front portion of the building is a partial two-story building. The main entrance has 3 main wooden double doors with stained glass transoms above the door. The stained glass windows are not considered original, but likely date to the 1930's or 1940's. The upper level contains State of Vermont office/conference room, vendor break room, and non-public single-use toilet rooms. There are stairs on each side of the main entry to access the upper level and there is a hall with balcony windows over the main entry of the building. The colonnade and natural wood panel veneer of the mezzanine spaces in the front portion of the building are considered not original. The remaining volume of the upper level is open to the bead-board ceiling and has clerestory windows to the southwest. The interior of the rear portion of the building is largely the single-story exhibit hall. It has generally been updated to suit vendor needs, with newer flooring, painted walls, and painted exposed structure. Vendor stalls have been modified from the original layout, some specific to suit long-term vendors, imitating timber-frame barn structures or colonial wood-sided edifices. It has been determined that at least one of the former windows is still in place, currently clad by textured plywood panels on both the interior and exterior. The mezzanine spaces includes a storage loft toward the rear of the building.

RELATED RESOURCES: (Describe)

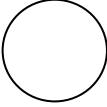
Located behind the Vermont Building, at the west corner of the property, is an Adirondack-style shelter based on the design of shelters along the Long Trail and Appalachian Trail. It was constructed in approximately 2015 to serve as an outdoor food and beverage vendor enclosure in close proximity to the outdoor seating and more recent platform performance space.

STATEMENT OF SIGNIFICANCE:

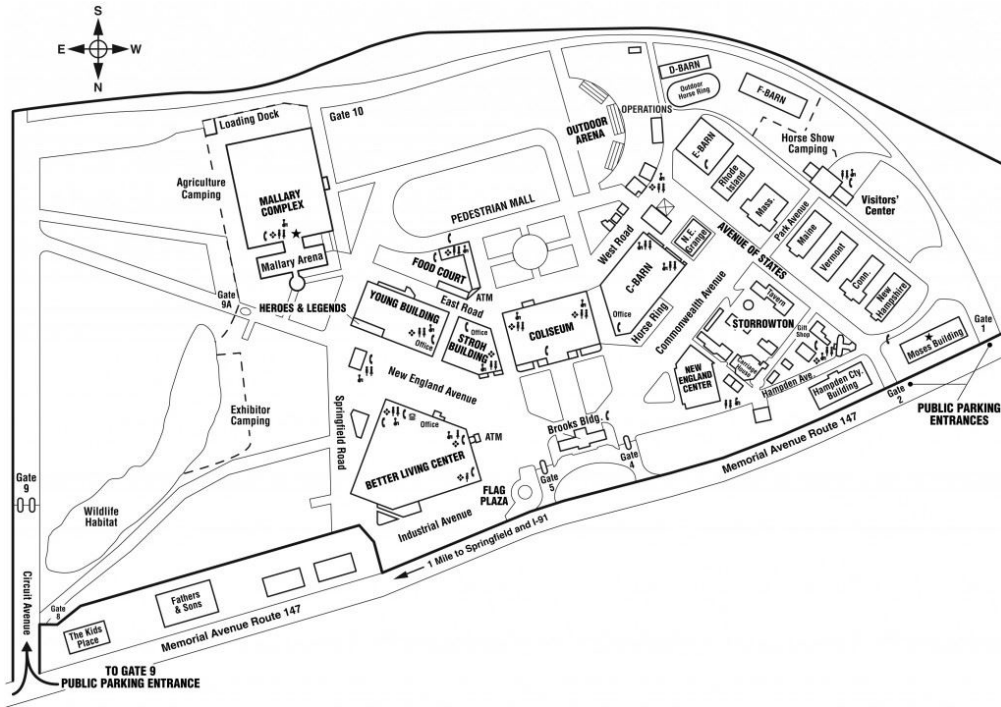
The building itself is a unique combination of a Georgian Revival (albeit constructed in the early 20th Century) at the front and an early 20th century industrial building at the rear. It serves the function of an event exhibition hall. It is one of 6 state buildings along the Avenue of States, similar in function, but different in form and aesthetic. The local community has pursued an application as an historic district for all of the state buildings. In the most general sense, the building has an implicit significance as a contributing member.

The major contributing factors to the historical significance of the building itself include the following:

- Main (Northeast) Façade and front side elevations (northwest and southeast) exhibiting the Georgian Revival style
- Cupola
- Slate Roof
- Brick façade with painted wood trim, accented by marble pilasters and granite base
- Wood-frame windows
- Bead-board ceilings in front portion
- Exposed wood deck and steel frame in rear portion
- Stairs and balustrades

REFERENCE CITATIONS:	
MAP: (Indicate North in Circle) See attached <input checked="" type="checkbox"/>	
SURROUNDING ENVIRONMENT:	
Open <input type="checkbox"/> Woodland <input type="checkbox"/> Scattered Buildings <input type="checkbox"/> Moderately Built Up <input checked="" type="checkbox"/> Densely Built Up <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Agricultural <input type="checkbox"/> Industrial <input type="checkbox"/> Roadside Strip Development <input type="checkbox"/> Other: The Avenue of States at the Eastern States Exposition	
RECORDED BY: Andrea T. Baranyk	
ORGANIZATION: Northeast Collaborative Architects	
DATE RECORDED:	

State of Vermont
 Division of Historic Preservation
 Vermont Architectural Resource Inventory (VARI)
 Individual Property Survey Form – Appendix



MAP OF EASTERN STATES EXPOSITION

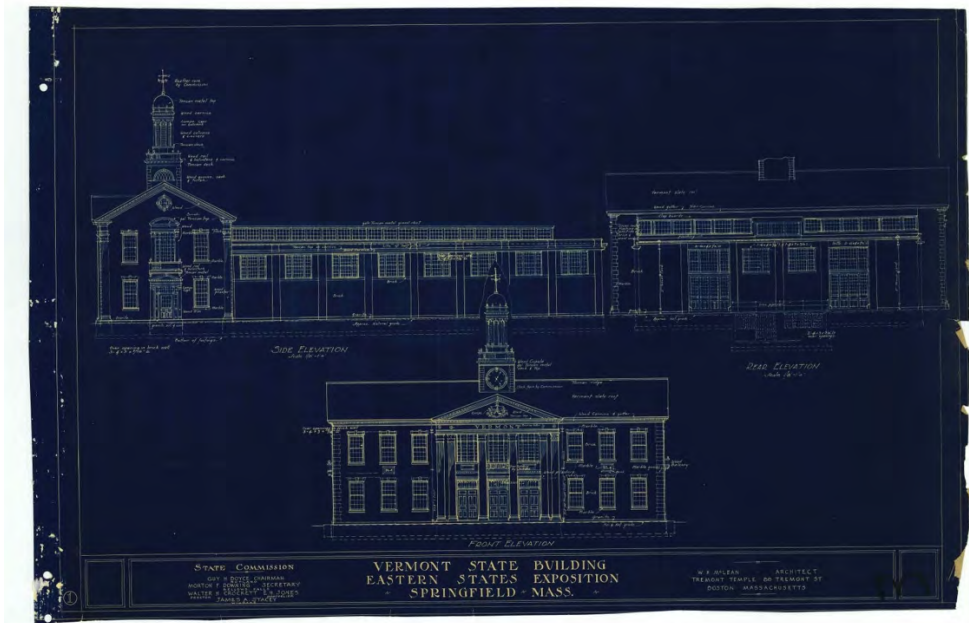


POSTCARD DEPICTING EARLY IMAGE OF 4 OF THE STATE BUILDINGS

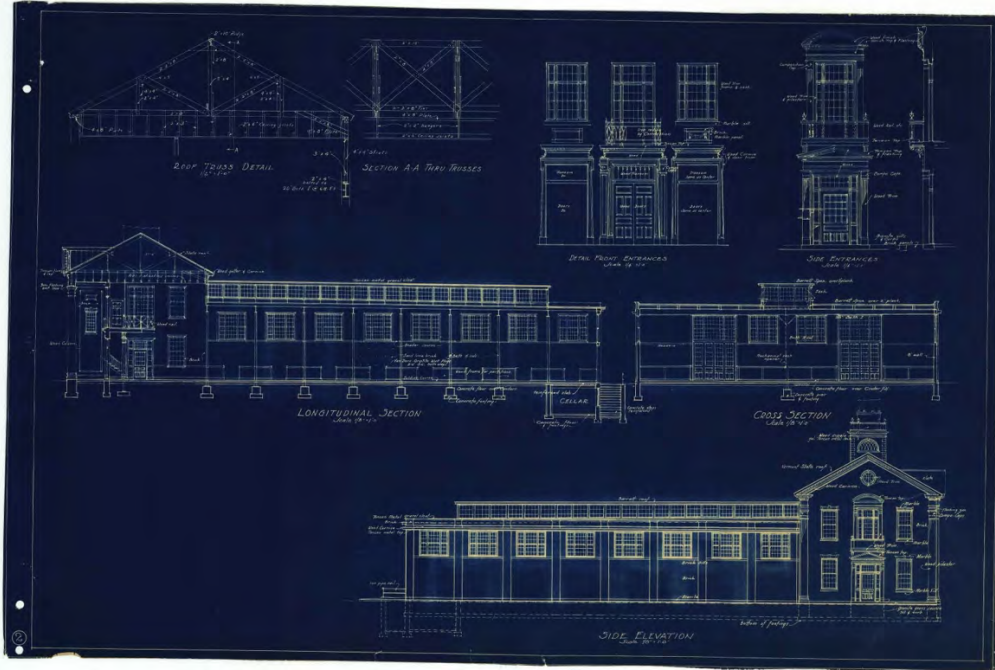


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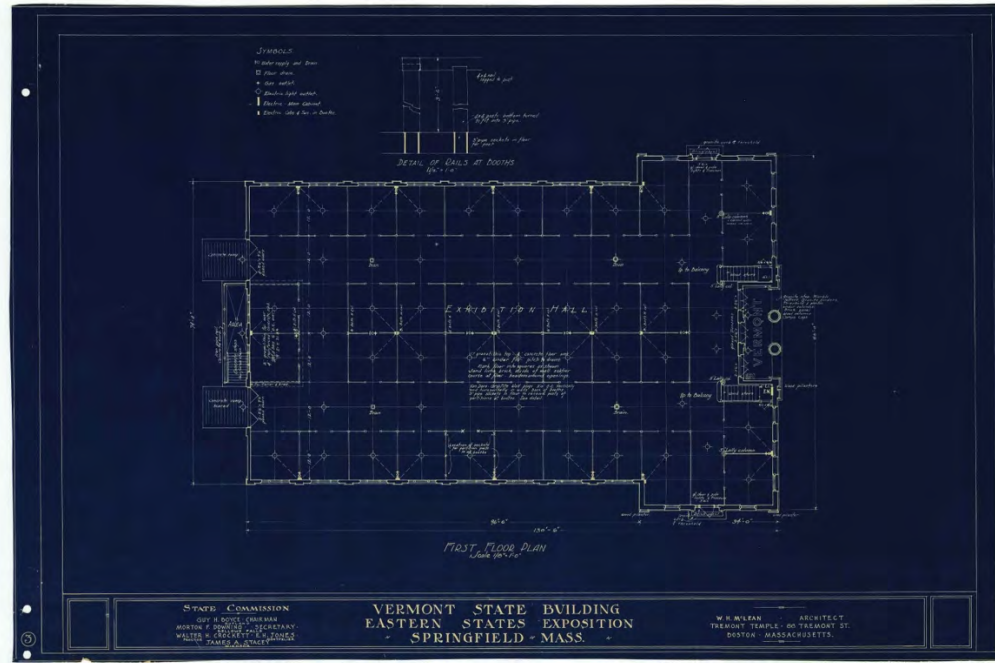
POWERED BY Newspapers.com



ORIGINAL BUILDING DRAWINGS



ORIGINAL BUILDING DRAWINGS



ORIGINAL BUILDING DRAWINGS



PHOTO OF BUILDING FROM NORTHWEST



PHOTO OF STONE SHOWING QUARRY INFORMATION



SECTION 7

BGS and AAFM
Preliminary Goals
for the Vermont Building
8/5/2022 UPDATES

Preliminary Goals (prioritized):

BGS and AAFM has developed this list to address some of the straightforward broad objectives. Development with the AE team will include addressing all the objectives and investigation/study topics with proposed prioritized goals/solutions that are feasible. Provide recommendations as well as study sketches.

1. Highest priority (currently under development): Hot water distribution improvements (phase 1), roof replacement (slate roof and lower tower), and walk-in freezer/cooler components.
2. ELECTRICAL INFRASTRUCTURE AND MAIN PANEL
 - a. Utility upgrade shared transformer or add new?
 - b. Relocate the main panel and meter to reduce underground and site disruption? Or keep?
 - c. Panels clearly booth specific? Or other management of constant variation and electrical constraints?
3. Exterior wood restoration or replacement and painting. Includes cornice detail, column capitals, balconies, siding, etc.
4. Rear flat roof brick parapet and rootlet repairs, including addressing structural movement.
5. Treatment of original windows (replacement or repairs) . Include curtains or window treatments.
6. Replace side and rear doors with transoms for security, safety, and appearance. Restore front doors.
7. 2022 AHJ required plumbing repairs required in the first phase of interior renovation or 2025.
8. Renovate the Ben & Jerry's area booth- booth + queuing there does not work and aisle is too congested.
9. Additional hot water heating and improve side shed exterior appearance, insulate, and provide HVAC.
10. Electrical improvements (including at the minimum):
 - a. Increase available circuits at the main distribution panel to address renovation needs.
 - b. Address aging subpanels that are full or nearly full (additional circuits are needed for flexibility)
 - a. Increase feeders to the panels
 - b. Replace old 15-amp outlets.
 - c. The electrical system has been traced and relabeled to improve understanding of what is present.
11. Replacement of two air conditioning units (on balconies) and improved condensate drainage.
12. Renovated commercial kitchens for ease of cleaning and flexible turnover. The kitchens require commercial ventilation hoods (with associated coordinated finishes, electrical, fire suppression, and fire alarm tie-in). 11 & 12 – NEED HOODS. 12 NEEDS ANOTHER 3-BAY SINK.
13. Renovate the exterior detached rotating vendor shed to accommodate food vendors. Potential needs include a commercial ventilation hood and additional hot water for hot foods or additional electricity for beverages.
14. It is anticipated that the midwall, mezzanine, and booth fixtures will be removed, or their appearance greatly changed. Relocate systems, maintenance, roof access, and janitorial space from the mezzanine and multiple equipment lofts. Add a network closet.
15. Update interior finishes. Exposition floor epoxied concrete slab, 1960s paneling. The booth redesign is also anticipated to have updated, consistent interior finishes.
16. Improvements to lighting and an orderly appearance of exposed systems at the ceiling.
17. Fully renovated or new accessible and quiet staff & vendor restrooms, kitchen, and break room functions (via elevator or relocation) for vendors and management staff.
18. Improve roof edge drainage.
19. Replace portions or all of the floor slab, possibly provide sub slab plumbing and floor drains.
20. Possible code and legally required updates including the renovation and following improvements, but not limited to:
 - c. Fire protection sprinkler system
 - d. Fire rating the 2nd floor balcony
 - e. Limited use/Limited application lift or elevator

- f. Cold water and plumbing and fixture upgrades and supplemental hot water heating.
 - g. Maintenance also reports leaks and burst pipes.
 - h. Wastewater evaluation and grease traps. The latter was deferred due to insufficient funds.
 - i. Fire alarm updates for assembly occupancy.
21. Replacement of the brick pavers and repairs to the brick lamp posts.
 22. A security system. BGS will provide assessment for requirements.
 23. State network and network closet. It is anticipated that infrastructure will be required to provide a secure state network to provide remote monitoring of building systems, cameras, and a security system. BGS will work with ADS to provide a description and cost.
 24. Durable landscape plantings and a high traffic lawn
 25. Shaded outdoor options for exterior seating and vendor spaces
 26. Screen the Connecticut border and block the alleyway between the freezer and building.
 27. Clean the exterior brick and stone.
 28. Regilding and restoration repairs to the clock tower, clock, and cupola.
 29. Restore rear openings which have been blocked for appearance. Additionally, daylight into the building is welcome but must be balanced with the higher priority of providing a cool environment for temperature sensitive products and people.
 30. Add evening façade lighting.
 31. EVOLVING GOALS:
 - a. Limit Food Services according to direction the Eastern States is Headed and the State of Vermont is evaluating this.
 - b. Heat/ Structure? Repairs are needed at the exterior walls and at the interior columns. So, whether it is acknowledged or not, we will either be paying to remove and reinstall booths as-is with intention or with some revision. This is to be confirmed.
 - c. Historic Preservation/Market Specialist/ AE driven?

RENOVATION OBJECTIVES

Improve the building presence and environment

- Create an environment that showcases Vermont with systems and materials in good repair and uniquely Vermont.
- Simplify and modernize the Vermont Building interior.
- Design to allow the greatest beneficial use of the site and buildings.
- Design for an efficient, safe, clean, and accessible environment.
- Restore and preserve the historic building and site features and building structure.

Improve the visitor experience.

- Provide a one-way traffic pattern that brings the appropriate visitors to booths of interest, increases activity in all places, and limits congestion (increase aisle width in some areas according to minimums established by the fire chief).
- Locate featured booths with higher visibility and additional queuing space.
- Orient traffic to vendors at the back of the building more efficiently and provide greater vendor visibility.
- Improve visits to the sides of the building (Side entry patio and Long Trail Path).
- Improve passive cooling with air circulation and reduced solar heat gain inside and outside.
- Increase effective tourism marketing.

Improve overall maintenance.

- Replace the majority of building's systems, especially those buried by finishes to bring them up to modern and efficient standards for the system's life or through the next 50 years.
- Redesign the exhibition hall for flexibility including:
 - o Flexible booths for vendor turn-over with minimal one-time fit up cost.
 - o Modular furnishings that can be reused.
 - o Remain flexible about potential future use beyond the exposition and consider the extent of upgrades to the envelope and buried building systems and associated benefits
- Continue to attract and retain vendor interest and value to the state of Vermont through phases of planning, construction, and change. Reduce turnover costs to allow more vendor successes (especially for growing Vermont businesses)
- Prioritize low maintenance improvements that reduce monitoring or maintenance needs to allow the building to be easily cleaned and opened and closed annually.
- Provide consistent booth amenities



SECTION 9

CODE INFORMATION:

General Building Code and Accessibility/ADA Considerations

Building is owned by State of Vermont and is located in West Springfield, MA and subject to Massachusetts State Building Code. Authorities Having Jurisdiction are from the Building Department and Fire Department of the Town of West Springfield, MA.

Massachusetts State Building Code – Unofficial Tenth Edition Base Code Draft (780 CMR)
Last Updated December 22, 2022 (anticipated code to be in effect during project permitting)

Existing Building Code Information

- Existing Use/Occupancy Group:
 - First Floor: M – Mercantile (No Change)
 - Upper Level: B – Business (No Change)
- Existing Construction Type: Type IIIB (No Change)
- Existing Building Area: 11,892 SF (No Change)
- No Addition Proposed
- Building only open to general public 17 days each year (mid-Sept. to early Oct. for the Eastern States Exposition – The Big E)

Code Assumptions

- All First Floor Mercantile occupancy is subject to the overall occupancy of the Eastern States Exposition. All public areas and vendor booths are and/or shall be made accessible to visitors and on the accessible route via the conceptual design. All toilet room facilities for visitors of the event are provided separate from the building itself.
- The Upper Level is considered a Business Use/Occupancy of less than 3,000 SF and less than 15 people, in an Historic building, and therefore not required to be or made accessible. The conceptual design does propose to provide toilet rooms and break/meeting space for both State of Vermont staff and the vendors to provide equivalent accommodations for accessibility.
- It is understood that there is an existing permit/use allowance that exempts this and all state buildings from an automatic fire suppression system.

Applicable Codes:

International Existing Building Code (IEBC) – 2021
International Building Code (IBC) – 2021
International Energy Conservation Code (IECC) – 2021
International Mechanical Code (IMC) – 2021
Portions of the International Fire Code (IFC) - 2021

Code Sections to be referenced for proposed renovations:

IBC
IEBC Chapter 7 - Alteration – Level 1
IEBC Chapter 12 – Historic

The scope of work outlined in the Conceptual Design, if performed as an entire project, may be referenced as a Renovation or Alteration per the definition of the IBC. If certain work scopes are taken individually, it is likely that the IEBC's Chapter 7 – Alteration - Level 1 may apply. This includes the removal and replacement or the covering of existing materials, elements, equipment or fixtures using new materials, elements, equipment or fixtures that serve the same purpose.

- Interior Finishes, Floor Finishes and Trim (702): all interior work shall comply with the requirements of Chapter 8 of the IBC.
- Fire Protection (703.1): Alterations shall be done in a manner that maintains the level of fire protection provided (none existing per above, none to be added)
- Means of Egress (704.1): Alterations shall be done in a manner that maintains the level of fire protection provided (all "front" building doors shall be replaced in kind; "rear" building overhead doors will be replaced with new, large swinging doors and thereby improve the Means of Egress of the building)
- Reroofing (705.1): Materials and methods of application used for recovering or replacing an existing roof covering shall comply with the requirements of Chapter 15 of the IBC.
- Vertical Opening: No protection required - hazard readily apparent to all occupants
- Accessibility: at-grade, accessible access to all commercial vendor spaces and program spaces (new ADA compliant toilet facilities and meeting/break spaces to be provided in new plan)
- Elevator/Lift: not required – see Accessibility above

Limited Structural Analysis

NCA's structural engineering consultant, GNCB Consulting Engineers, performed an evaluation of the Vermont State Building at the Eastern States Exposition in West Springfield, MA using the 9th Edition Base Code of the Massachusetts State Building Code – 780 CMR.

GNCB complete a limited Structural Analysis (see Existing Conditions section of this Programming and Pre-Design document) to determine allowable Live Load ratings for the lower roof, 2nd floor and mezzanine framing (reprinted here for Code Information pertinent to the Conceptual Design Narrative). The Structural Analysis is based on field measurements, existing structural drawings provided by the State of Vermont, and assumptions regarding the weights of existing materials. Material properties are based on the age of the structure and site observations. The Structural Analysis is limited to gravity systems.

Live loads are the loads (weights) applied to a structural system after construction. Dead loads, or the permanent weight of the structure (e.g., planking, plaster, structure), must be deducted from the system's capacity prior to calculation of the live load capacity. Present day building codes define environmental loads such as snow, ice and wind to be resisted by the building's structure. In West Springfield, MA, roofs are designed for a 35 psf ground snow load per the 9th edition of the Massachusetts State Building Code – 780 CMR.

Some existing structures often do not meet the modern code requirements since the framing was sometimes constructed with a more "traditional" approach vs. a calculated design approach. It is GNCB's practice to calculate and define the structural system's live load capacity in pounds per square foot (psf) and evaluate the structure's past performance and signs of overstress in framing members against the requirements of the Building Code.

Results of the Vermont State Building - Limited Structural Analysis

Location	Allowable Live Load (psf)	Code Required Live/Snow Load (psf)
Lower Roof Framing	50	35 (low-slope snow)
2 nd Floor Framing	75	50 (office)
Mezzanine Framing	40	To be demolished

1. Code Required Live Loads per 780 CMR 9th ED. Table 1607.1
2. Code Required Snow Loads per 780 CMR 9th ED. Table 1604.11
3. 10 psf Superimposed Dead Load used for analysis

EXTERIOR PROJECTS

(note: Scope Element Total costs are excerpts from Section 10 – see section for detailed information)

Windows & Doors – Replace & Add Storm Windows

Replace existing wood windows and doors, largely at the “front” building: Replace 12/12 double-hung historic windows on Northeast, Northwest and Southeast elevations with replica 12/12 double-hung wood windows. New storm windows to be provided over replica windows. Replace double-leaf entry doors with replica historic panel doors. Replace balcony-type fixed wood windows with replica wood windows. Consider window restoration as an alternate if required to meet budget.

Scope Element Total (Priority): \$496,125.00

Brick Masonry Repair & Repointing and Stone Restoration

Provide brick masonry repair in locations noted on Building Elevations, such that cracking, spalling, etc. is remedied. Provide brick masonry repointing throughout the exterior of the building. Consistent mortar color (replacing discolored areas) will provide a more accurate and cohesive look to the building. Replace stone pilasters at gable ends of the “front” building. Consider sealing brick masonry as an alternate if budget and historical authorities allow.

Scope Element Total (Priority): \$607,500.00

Wood Trim Restoration

All wood trim elements to be fully inspected for repair or replacement in keeping with historical standards. All wood trim shall be treated as likely lead-containing material (LCM). Repair areas shall be scraped, patched with epoxy-containing repair material, sanding, cleaned, then primed and painted. Replacement areas shall be one of three types of materials depending on the extent and application of the replacement: wood, epoxy-containing repair material or GRFC. All replaced wood material shall be primed and painted. Replacements shall also occur at metal flashings (lead-coated copper or terne-coated steel) at horizontal surfaces of the major wood trim elements.

Scope Element Total (Priority): \$364,500.00

Slate Roof Replacement & Cupola Restoration

Remove existing and replace slate roof, including all metal flashings, membranes and deck repair required. Note that this work requires detailed engineering investigation of the gabled roof framing as part of this project, including the support members of the cupola. New slate roof shall be historically appropriate.

Scope Element Total (Priority): \$1,352,700.00

Restore Windows & Doors to Rear Portion of Building

Remove/demo all coverings and existing windows in the “rear” portion of the building. Install new windows in the existing openings with an industrial style frame and translucent glazing panels to allow optimal diffused light. Remove existing overhead doors in the rear (Southwest) elevation and install new large double-leaf, hinged doors, including hardware and security measures.

Scope Element Total (Non-Priority): \$587,250.00

Skylight Removal and Deck/Roof Patching

Remove skylights and patch deck and roof. Install roof hatch in lieu of operable skylight.

Scope Element Total (Non-Priority): \$70,200.00

Clerestory Window and Trim Replacement; Siding Repair and Painting

Remove existing clerestory windows and trim on the southwest-facing upper wall of the "front" portion of building and install new insulated fixed windows and trim elements. Replace wood siding elements with fiber-cement or engineered wood siding for added longevity and durability.

Scope Element Total (Priority): \$730,620.00



APPENDIX 1



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

August 24, 2021

Devin Colman
State Architectural Historian
State of Vermont
Division for Historic Preservation
Deane C. Davis Building, 6th Floor
One National Life Drive, Montpelier, VT 05620

RE: Request for National Register Determination of Eligibility, Vermont Building,
Avenue of States, Eastern States Exposition, West Springfield, MA (MHC #WSG.420)

Dear Devin:

Staff at the Massachusetts Historical Commission have evaluated the Vermont Building at the Eastern States Exposition fairgrounds for National Register eligibility. As you note, the building, designed by William H. McLean, appears to be designed to showcase various masonry products originating in Vermont, including brick, marble, granite, and slate. Upon evaluation, the MHC has determined that the building would be eligible with the five other state buildings along the Avenue of the States as a small historic district, but feels that no state building is individually eligible given the shared history of the six buildings. Additionally, the small area comprising the six state buildings (WSG.M in the State Inventory) potentially could be eligible for the National Register as part of a larger district encompassing the entire fairgrounds (WSG.E in the State Inventory).

Sincerely,

A handwritten signature in cursive script that reads "Betsy Friedberg".

Betsy Friedberg
National Register Director
Massachusetts Historical Commission

cc: Richard Kosinski, Chair, West Springfield Historical Commission

220 Morrissey Boulevard, Boston, Massachusetts 02125
(617) 727-8470 • Fax: (617) 727-5128
www.sec.state.ma.us/mhc

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No: WSG.M
Historic Name: Eastern States Exposition - Avenue of the States
Common Name:
Address:
City/Town: West Springfield
Village/Neighborhood: Memorial
Local No:
Year Constructed:
Architect(s):
Architectural Style(s):
Use(s): Other Cultural; Other Governmental or Civic; Other Recreational
Significance: Agriculture; Architecture; Community Planning; Industry; Recreation
Area(s):
Designation(s):
Building Materials(s):



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

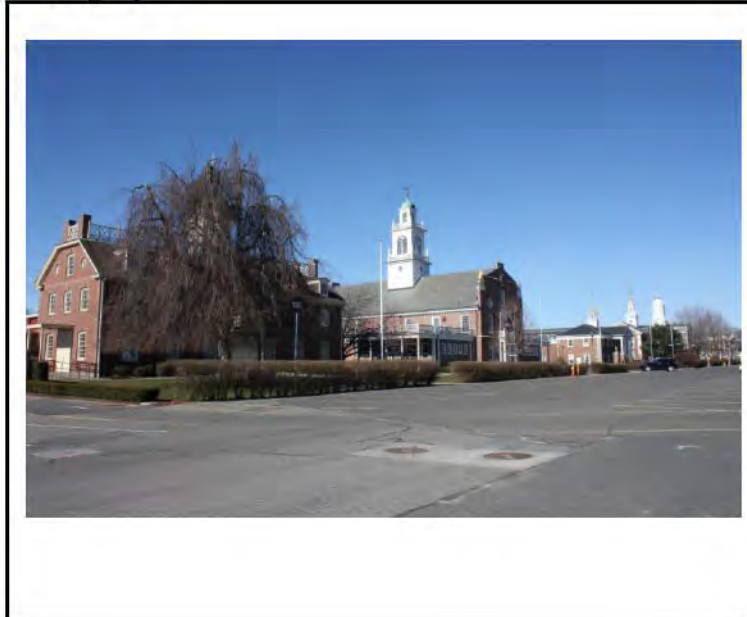
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FORM A - AREA

MASSACHUSETTS HISTORICAL COMMISSION
 MASSACHUSETTS ARCHIVES BUILDING
 220 MORRISSEY BOULEVARD
 BOSTON, MASSACHUSETTS 02125

See Continuation Sheet	Springfield South	WSG. M in WSG.E	WSG.418 WSG.419 WSG.420 WSG.421 WSG.422 WSG.423
------------------------	-------------------	-----------------	--

Photograph



Town/City: West Springfield

Place (neighborhood or village): 1305 Memorial Avenue/
 Eastern States Exposition Fair Grounds (WSG.E)

Name of Area: Eastern States Exposition - Avenue of the States

Present Use: Exhibition Halls

Construction Dates or Period: 1919-1957

Overall Condition: Excellent

Major Intrusions and Alterations:
 Additions to buildings (dates unknown)

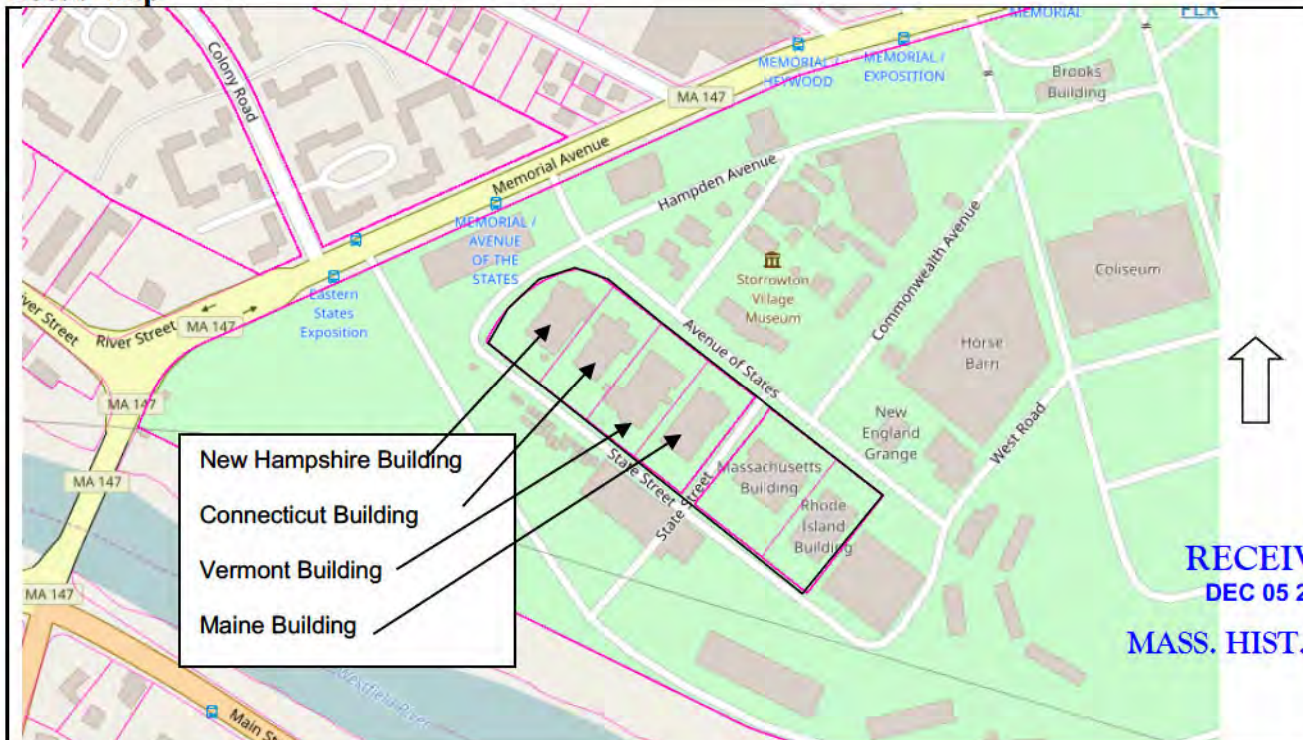
Acres: 4.14 acres

Recorded by: Shannon Walsh, PVPC

Organization: West Springfield Historical Commission

Date (month/year): March 2017

Locus Map



RECEIVED
 DEC 05 2017
 MASS. HIST. COMM.

see continuation sheet

INVENTORY FORM A CONTINUATION SHEET

WEST SPRINGFIELD AVENUE OF THE STATES

MASSACHUSETTS HISTORICAL COMMISSION

Area Letter Form Nos.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

WSG.M
in
WSG.E

WSG.418 –
WSG.423

Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION

Describe architectural, structural and landscape features and evaluate in terms of other areas within the community.

The six New England state house buildings along the Eastern States Exposition's Avenue of the States are modeled after or inspired by historic buildings located in each state and sit upon parcels of land owned by each respective state. The buildings face north and are rectangular in plan and aligned north to south. Each parcel is approximately .69 acres, set within the 175 acre fairgrounds. Each of the state buildings has lower profile rear wings used for exhibit space.

MASSACHUSETTS (WSG.418)

The Massachusetts Statehouse is visually the largest of the six buildings and displays a high Georgian style, modeled after Boston's Old State House, which was built by 1713. The exposition replica was designed by Boston architect James H. Ritchie (1876-1964) and built in 1919 by Ernest F. Carlson Co.¹ It has a brick exterior and wood trim, a concrete foundation and an asphalt shingle roof. The building was enlarged in the 1950s.

The main northern facing façade of this High Georgian/Colonial Revival style building is symmetrically designed and has a two and a half story high central block and two one story wings with pilasters, porticos and rooftop balustrades to the east and west. The central block is three bays wide and has two first story and two second story 12/12 windows, as well as two round windows and a single 12/12 window in the upper half story. Flat brick arches serve as lintels and the first story windows have keystones. The main entry door has a leaded glass transom and is framed by an unpedimented entablature topped with a balustrade and balcony. There are paired 9/9 second story windows on the wall behind the balcony, framed with a segmental pediment. A shaped parapet hides the gabled roof and end interior chimney and provides platforms for a lion and a unicorn, which were historically "royal symbols of the King of Great Britain."² A three story squared tiered cupola with two levels of balustrades, arched windows and a copper dome is also visible beyond the roofline. The eastern and western side roof eaves are boxed with dentils, typical of Georgian style.

MAINE (WSG.419)

The Maine Statehouse was built along the Avenue of the States in 1925 from plans developed by architects John Calvin Stevens and J. H. Stevens. It displays a "Greek Revival Simplicity" similar to the work of architect Charles Bulfinch (1763-1844) who created the original design for the 1832 Augusta state house.³

This Greek Revival/Neoclassical style building is two stories high and seven bays wide with a brick and stone exterior, concrete foundation, and hipped asphalt shingle roof. The dominant feature on the symmetrically designed northern facing main façade is the two story high portico with classical columns and pediment over the entry. There are four 12/12 windows and three sets of double entry doors, topped with elliptical fanlights with brick arches and stone keystones above. Seven 8/8 windows are present on the second story. Granite quoins are set within the northeastern and northwestern corners of the main façade and the roof eaves are boxed with dentils. An open cupola with a copper roof is present towards the center of the roof.

¹ "Commission Awards Contract for Replica of Old State House for Exposition Grounds." *Springfield Republican*, January 24, 1918. [Genealogybank.com](http://www.genealogybank.com)

²

³ "A Brief History of the Maine State House." *Legislature.Maine.Gov* (site). Accessed on-line, May 2017, <http://legislature.maine.gov/general/history-of-the-state-house/9137>

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VERMONT (WSG.420)

The Vermont Statehouse was designed by architect William H. McLean (1871-1943) of Boston and built by 1929. This building was modeled after the original Greek Revival style statehouse designed by architect Thomas Silloway (1828-1910) and completed in Montpelier by 1859.

The Vermont building is ornamented with the state's natural resources such as marble, granite and slate. The two story building is nine bays wide with a brick exterior and stone and wood trim, and is built on a granite foundation. The side gable roof is slate. Of Greek Revival/Neoclassical style, the dominant feature is the two story portico, supported by marble classical columns and topped with a pediment. First and second story 12/12 windows have marble sills and marble stone crowns with a Greek key design. Dentils are present within the pediment and under the eaves. Marble quoins are set within the eastern and western corners of the northern facing main façade. The grouping of three first story entry doors also features transom lights and door crowns with the Greek key pattern. There are three, three-part windows in the second story, above the entry doors. A two story clock tower and cupola with a gold dome is on the roof, centered behind the pediment.

NEW HAMPSHIRE (WSG.421)

The New Hampshire Statehouse was built in 1930. This building was also designed by Boston-based William H. McLean and the contractor was L. S. Wood from Springfield.

The Georgian/Neoclassical style building is two and a half stories high with a gambrel roof and four interior side chimneys. The exterior is brick, set in a Flemish Bond pattern, and the trim is granite and wood. The foundation is concrete and the roof is slate. There is a two story circular portico with granite columns and topped with a flat roof balustrade above the northern facing façade main entry. Six matching 12/12 windows with granite sills, brick lintels and granite keystones are present on the first and second stories on either side of the portico. Three first story entry doors are each topped with an elliptical fanlight and there are three casement windows with sidelights, transom lights and metal balconies, centered above each of the three doors. Two story granite pilasters at the northeastern and southeastern corners, gabled dormers with arched windows, and elaborate trim details are additional noteworthy architectural features of this building.

CONNECTICUT (WSG.422)

The Connecticut Statehouse was built in 1939 from plans by architect Robert A. Hurley and construction handled by the Connecticut Commissioner of the Department of Public Works. It was based on the Bullfinch designed Old State House, completed by 1796 in Hartford.

The building constructed for the state of Connecticut is Greek Revival/Neoclassical in style. It is two stories high and nine bays wide (which includes a central block and two side wings) with a brick exterior, wood trim and a flat roof. The foundation is concrete. The northern facing main façade presents a first story covered entry, constructed of large, stone blocks and accessed by three arches. There is a second story two and a half story high portico with classical columns and a pediment. There are six 12/12 windows on the first and second stories to the east and west of the portico, as well as two 12/12 under the covered first story entry. Two more tall, arched windows are visible on the exterior wall of the second story balcony, as well as French doors topped with an arched fanlight. The main first story double entry door is topped with a semicircle wood pediment, more typical of Georgian style design. There is a rooftop balustrade, ornamented with finials, which extends along the northern main façade and eastern and western sides of the central block, as well as the lower rooftops of the eastern and western side wings. A clock tower with a gold dome is centered behind the portico pediment, on the flat roof of the central block.

RHODE ISLAND (WSG.423)

The Rhode Island Statehouse was built in 1957. It is currently unknown who the architect was who planned this building at the exposition fairgrounds.⁴ Its Georgian/Colonial Revival style is modeled after the Old State House in Newport (the

⁴ Contact with the Eastern States Exposition offices did not determine the identity of the architect within the time constraints of this survey.

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National Historic Landmark Newport Colony House) designed by architect Richard Munday (c. 1685-1739) and built by 1741.⁵

The two and a half story building has a brick veneer exterior, with wood trim and a concrete foundation. It is reportedly 72x97 feet and is seven bays wide.⁶ There is a cross gable gambrel roof and two interior chimneys on each of the eastern and western sides. The first story on the northern facing main façade has six 12/12 windows and double doors, forming an arch, with an elaborate unpedimented entablature. The second story has six 12/12 windows as well as double entry doors, forming an arch, with a broken pediment surround. Windows have stone sills and lintels with keystones and a wide stone belt course horizontally divides the northern façade. There is also a balustrade enclosing a small balcony space in front of the second story doors. The front gambrel is centered on the main façade and has two small circular windows. Two arched top dormers with 8/8 windows are on either side of the front gambrel. An elaborate rooftop balustrade extends east to west between the chimneys, with a two-story cupola located in the middle.

Further research could determine the specifics regarding alterations to each building.

HISTORICAL NARRATIVE

Explain historical development of the area. Discuss how this relates to the historical development of the community.

A 1912 map of West Springfield illustrates that Memorial Avenue was originally known as New Bridge and the Eastern States Exposition's future site, near the Westfield River, was divided among different owners but largely undeveloped. (Figure 1)

In 1914, Springfield businessman Joshua L. Brooks (1868-1949) was operating the Brooks Bank Note Company, when he, along with "a group of visionaries," incorporated the Eastern States Agricultural and Industrial Exposition.⁷ The purpose of this endeavor was "to hold agricultural and industrial expositions and fairs within the County of Hampden, to engage in agricultural and industrial products and in livestock, to conduct races, sports and general amusements and to promote the agricultural and industrial development of the Eastern states."⁸

The first Eastern States Agricultural and Industrial Exposition headquarters was established in 1915 on the eastern side of the Connecticut River in Springfield at 292 Worthington Street, (the Hotel Worthy) and served as the planning and administrative offices for founders and staff of the regional states fair. The site was reportedly chosen as this location, at a "highly desirable and fashionable address" within the urban center of Springfield, would lend credibility to the endeavor.⁹

The future exposition site would be on "12 parcels of swampy hayland" in West Springfield and Agawam, on the banks of the Agawam River.¹⁰ The Coliseum building, (WSG.108) constructed in 1916 for the first show, was the original focal point of the entrance to the fairgrounds.

The Eastern States Exposition had its debut regional fair in 1916, and was lacking adequate space for state exhibitions. The concept of grouping replicas of the New England state houses became a personal crusade for Brooks. He began to lobby each state to become involved and invest in future fairs. The proposal was for permanent state buildings, to be provided by state legislatures with the land and building fully owned by each state. Brooks hoped that this unique exhibition space would "unite the New England states in an agricultural and industrial exposition" and would allow visitors to tour all of New England in miniature while at the fair."¹¹

⁵ "Colony House." *Newport Historical Society*, (site). Accessed on-line May 2017, <http://newporthistory.org/properties/colony-house/>

⁶ "\$40,000 Shoe Store Planned for Riverdale." *Springfield Union* Marcy 3, 1957. *Genealogybank.com* (Building permit notices)

⁷ Frances M. Gagnon. *Ibid.*

⁸ Francis M. Gagnon, *Ibid.*

⁹ *Ibid.*

¹⁰ *Ibid.*

¹¹ "Avenue of the States," *The Big E* (site). Accessed on-line May 2017, <http://www.thebige.com/p/thingstodo/avenue>

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Massachusetts was the first New England state to complete a state house building and begin the development of the Avenue of the States. The building was designed “to be a replica of the old state house on Washington Street,” built by 1713. The Eastern States Exposition Massachusetts building was designed by architect James H. Ritchie and built by Ernest F. Carlson Company. It was dedicated on September 16th during the 1919 fair.

The 1921 exposition led to greater state involvement with the first annual “Governor’s Day,” which brought together New England leaders to witness “vast natural, agricultural and industrial resources” from the region.”¹²

Brooks next focused on the state of Maine to build a second replica state house, and found opposition from Governor Percival Proctor Baxter (1876-1969). In September of 1923, the Portland, Maine paper reported that Maine would not build a statehouse on the Big E fairgrounds.¹³ In spite of this early opposition, \$25,000 of funding was approved by the state government with an additional \$25,000 in matching funds secured in support. The bill was approved in spite of the governor’s veto. The Maine state house, inspired by the original Charles Bulfinch design, completed by 1832 in Augusta, was completed in time for the opening of the 1925 exposition and was one of three new buildings dedicated at the fair, along with the Hampden County Improvement League building and the Junior Achievement Hall.¹⁴ The Maine building was “of colonial type and constructed throughout of Maine Materials” and was said to add distinction to the Avenue of States.¹⁵

Brooks turned to Vermont to construct the next state house. The building reportedly cost more than \$50,000 and highlighted the state’s natural resources with the use of marble from the Proctor, VT quarry, Barre granite, and a roof constructed using Vermont slate¹⁶. The Vermont state house was dedicated on September 17, 1929, during the exposition, and the entire day was “set aside by the Exposition management as Vermont day” with the state as the feature of all programming.¹⁷ Vermont governor John E. Weeks (1853-1949) gave the dedication address.¹⁸ The Brattleboro Band traveled to West Springfield to perform at the ceremony and Vermont native and former President Calvin Coolidge (1872-1933) was present for the dedication.¹⁹

Brooks was able to secure a commitment in 1929 from the New Hampshire state legislature to build the next replica statehouse. “Built of Milford granite and brick, of Georgian period design,” it was described as “an imposing addition to the group of permanent state structures on the Avenue of the States.”²⁰ The newest statehouse was dedicated on September 16, 1930 by New Hampshire Governor Charles W. Toby (1880-1953).

Connecticut Governor Wilbur L. Cross (1862-1948) laid the cornerstone for that state’s replica statehouse on September 20, 1938 during the early stages of the Great New England Hurricane, which made landfall the next day and ultimately shortened the length of the Exposition and caused damage to the fairgrounds. The building, closely modeled after the “Old State House” designed by Charles Bulfinch and completed in Hartford by 1796, reportedly cost \$75,000 to construct and was ready in time for the following year’s exposition.²¹ During his speech at the 1939 dedication, then former Governor Cross commented on the significance of both the actual statehouse and the new replica for the fairgrounds.

“In form and shape the Connecticut building is a reincarnation, with variations, of the old State House in Hartford, which was designed in his very best manner by Charles Bullfinch, the outstanding architect in the early history of the republic.”

¹² Gagnon, *Ibid*, 18

¹³ *Ibid*.

¹⁴ “New England Governors and Other Dignitaries Will Grace Occasion.” *Springfield Republican*, September 20, 1925. *Genealogybank.com*

¹⁵ *Ibid*.

¹⁶ “Exposition will see Building Dedication.” *Springfield Republican*, August 9, 1929. *Genealogybank.com*

¹⁷ “Vermont’s New House Opens Soon.” *Springfield Republican*, September 9, 1929. *Genealogybank.com*

¹⁸ *Ibid*.

¹⁹ “New Vermont State Building Dedicated.” *Springfield Republican*, September 18, 1929. *Genealogybank.com*

²⁰ “Typical Recreations on Show Next Year.” *Springfield Republican*, June 22, 1930. *Genealogybank.com*

²¹ “Connecticut Building Ready for Exposition.” *Springfield Republican*, July 5, 1939. *Genealogybank.com*

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Cross went on to say that the Connecticut building at the Eastern States Exposition “has placed on the Avenue of States a symbol of the spirit that has animated Connecticut throughout its history.”²²

In the early 1940s, the potential for a world war was present in the minds of both exposition planners and attendees and the 1941 fair included military-themed exhibits such as the Defense Show and an encampment of the 68th Coast Artillery's Anti-aircraft Unit, open for public viewing on the grounds. Within weeks, the Japanese attacked Pearl Harbor and the United States entered into World War II. In June of 1942, the United States government ordered that “all fairs, events and non-essential meetings be omitted during the war” and it was announced that the Army would take over the West Springfield fairgrounds. The property was transferred to the military jurisdiction of the Philadelphia Quartermaster Depot and the grounds were used as a “key part of the great national storage system for military textiles used to equip the troops.”²³ Exposition planners were assured that the buildings along the Avenue of the States would be maintained while under military control.

Although the war ended in 1945, the occupation of the West Springfield Eastern States Exposition fairgrounds continued and fair staff didn't regain total access and control of the property until early 1947. When fair officials toured the grounds, they found the site and buildings neglected and in disrepair, including termite damage to the Vermont building. Restoration work began immediately and that fall the Exposition opened with the state houses and other fair buildings cleaned, restored, and ready for visitors.

The 1953 fair, declared to be “the region's agricultural equivalent of baseballs' World Series,” was highlighted by a visit on September 21st from President Dwight D. Eisenhower (1890-1969) as the first president to visit the exposition while still in office.²⁴ An image captured that day shows Eisenhower in an auto parade along the Avenue of the States with the statehouse buildings as a backdrop. (Figure 6) A luncheon was served in the president's honor alongside the Massachusetts statehouse building.

Prior to his death, exposition founder Joshua Brooks had donated money towards the construction of a Rhode Island building, the final missing statehouse along the Avenue of the States. His son, J. Loring Brooks, Jr. (1906-1988) continued lobbying for Rhode Island involvement in the fair. Governor Dennis J. Roberts (1903-1994) broke ground for the new building at the 1956 fair, and “envisioned the structure as representing his state's dedication to the land, to the soil.”²⁵ The building was planned to be 72 x 97 feet, with a brick veneer exterior.²⁶ September of 1957, the \$150,000 replica of the Old State House in Newport was dedicated on “Rhode Island Day,” in the presence of approximately 500 military and civilian dignitaries.²⁷

The New England statehouses along the Avenue of the States continue to operate as a central attraction at the annual fall Exposition, and the presence of these buildings and participation of each state makes the unique event a six-state fair, and the only one of its kind in the country.

The state house replica buildings are in continued use and, due to regular maintenance, are also in excellent condition. All buildings are now more than 50 years of age and the area maintains a high degree of integrity of location, design, setting, materials, workmanship, feeling, and association.

²² “Dedication of Connecticut Building Proves Colorful.” *Springfield Republican*, September 20, 1939.

²³ Gagnon, *Ibid*, 32, 33

²⁴ *Ibid*.

²⁵ “48,826 Visit Fairgrounds on First Day.” *Springfield Union*, September 16, 1956. *Genealogybank.com*

²⁶ “\$40,000 Shoe Store Planned for Riverdale.” *Springfield Union* Marcy 3, 1957. *Genealogybank.com* (Building permit notices)

²⁷ “All Exposition Records Broken as 460,018 Visit.” *Springfield Union*, September 22, 1957. *Genealogybank.com* (image of new building)

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“To dedicate Maine Building Sept. 22,” *Boston Herald*. August 23, 1925. *Genealogybank.com*

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Figure 1: Richards Standards Atlas of Hampden County, Massachusetts. Springfield: Richards Map Company, 1912 Atlas, Plates 9 and 10. <http://archives.lib.state.ma.us/handle/2452/206034>

Figure 2: 2016 Map of the Eastern States Exposition Fairgrounds <http://www.thebige.com/p/generalinfo/306>

Figure 3: Aerial perspective, Avenue of the States, Eastern States Exposition, West Springfield, *Google.com/maps* 2017

Figure 4: 1938 Postcard, Cliff Smith YMCA Postcard Collections of the Springfield College Archives and Special Collections. *DigitalCommonwealth.org*, <https://www.digitalcommonwealth.org/collections/commonwealth:vm412x26g> accessed on-line March 2017.

Figure 5: 1944 Postcard, Cliff Smith YMCA Postcard Collections of the Springfield College Archives and Special Collections. *DigitalCommonwealth.org* <https://www.digitalcommonwealth.org/collections/commonwealth:vm412x26g> accessed on-line March 2017.

Figures 6-8: Accessed through <http://wwlp.com/2016/09/16/a-historic-look-back-at-the-big-es-1916-debut/>

Avenue of the States Data Sheet

MHC #	Assessor's #s	Historic Name	Architectural Style	Date	Architect
WSG.418	132-001-001	Massachusetts	High Georgian	1919	James H. Ritchie
WSG.419	124-013-004	Maine	Greek Revival	1925	John Calvin Stevens and J. H. Stevens
WSG.420	124-013-003	Vermont	Greek Revival	1929	William H. McLean
WSG.421	124-013-003	New Hampshire	Georgian	1930	William H. McLean
WSG.422	124-013-002	Connecticut	Greek Revival	1939	Robert A. Hurley
WSG.423	132-001-002	Rhode Island	Georgian	1957	Unknown

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Photo 1: Massachusetts main northern façade



Photo 2: Northwestern corner



Photo 3: Main entry



Photo 4: Lion and Unicorn



Photo 5: Rooftop cupola



Photo 6: Side wing details

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Photo 7: Maine building main northern facade



Photo 8: Northeastern side



Photo 9: Interior of portico and pediment details



Photo 10: Wall and roof details

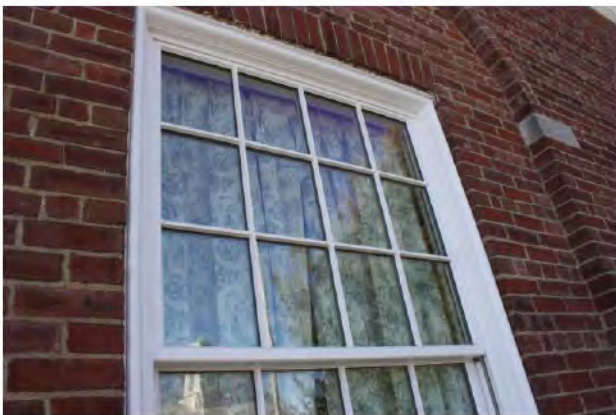


Photo 11: Window and trim details

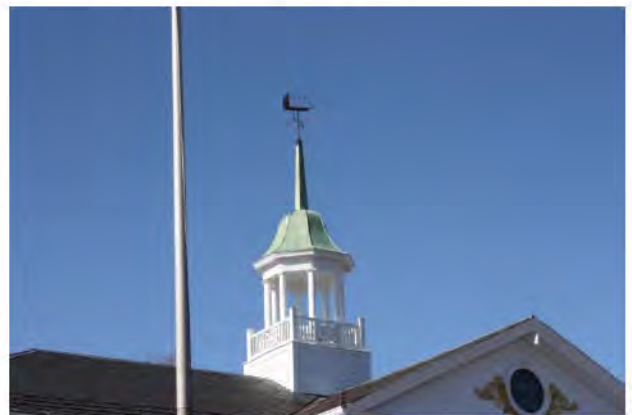


Photo 12: Rooftop cupola

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Photo 13: Vermont building main northern facade



Photo 14: Northwestern corner



Photo 15: Entry details



Photo 16: Portico columns



Photo 17: Entry doors



Photo 18: Northeastern side

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Photo 19: New Hampshire building main northern facade



Photo 20: Northeastern corner



Photo 21: Northwestern corner



Photo 22: Western side perspective



Photo 23: Balconies of round portico



Photo 24: First story entries, northern façade

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Photo 25: Connecticut building northern main facade



Photo 26: Northwestern corner



Photo 27: Portico and roof balustrade details



Photo 28: First story stone covered entrance



Photo 29: Pediment details



Photo 30: Main entry door, northern facade

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Photo 31: Rhode Island building main northern facade



Photo 32: Northeastern corner



Photo 33: Cupola and rooftop balustrade



Photo 34: Main entry and balcony, northern facade



Photo 35: Cross gambrel



Photo 36: Northwestern corner, quoins and beltcourse

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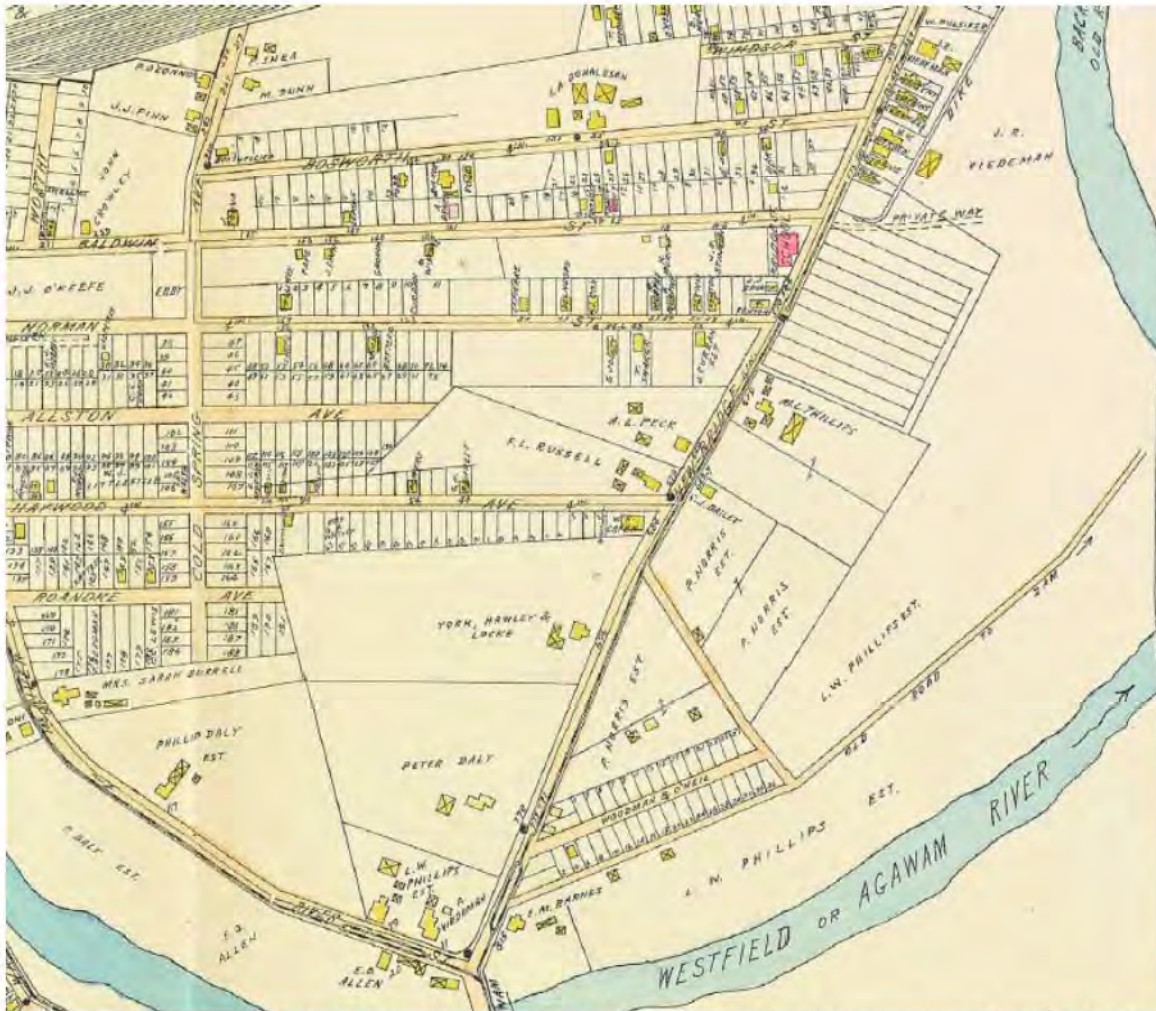


Figure 1: 1912 map showing future site of Eastern States Exposition fairgrounds, to the right of New Bridge

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THE
BIG E

September 16-October 2, 2016

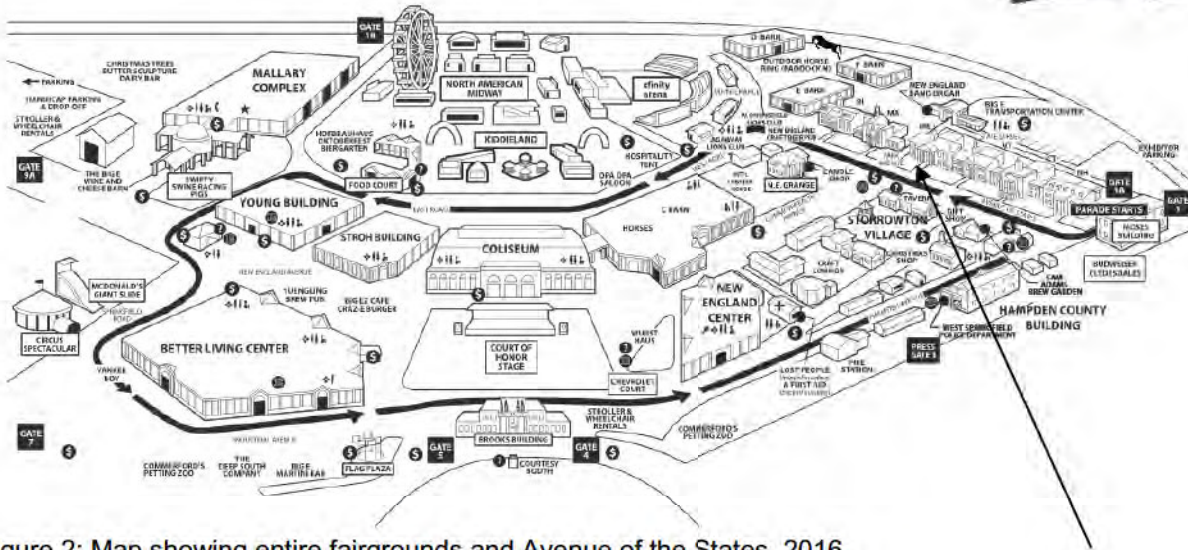


Figure 2: Map showing entire fairgrounds and Avenue of the States, 2016



FIGURE 3: AERIAL PERSPECTIVE, AVENUE OF THE STATES, 2017

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Figure 4: 1938 postcard, Eastern States Exposition State Buildings



Figure 5: 1944 postcard, Eastern States Exposition Buildings

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Figure 6: Eisenhower visit, 1953



Figure 7: 1960 Image of Avenue of the States

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Figure 8: 1960 aerial perspective, showing Avenue of the States

MASSACHUSETTS HISTORICAL COMMISSION
 220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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National Register of Historic Places Criteria Statement Form

Check all that apply:

- Individually eligible Eligible **only** in a historic district
 Contributing to a potential historic district Potential historic district

Criteria: A B C D

Criteria Considerations: A B C D E F G

Statement of Significance by Shannon Walsh, Pioneer Valley Planning Commission
The criteria that are checked in the above sections must be justified here.

The Avenue of the States, with an address of 1305 Memorial Avenue and located within the West Springfield-based Eastern States Exposition Fairgrounds (WSG.E), is recommended for listing on the National Register as contributing to a potential historic district of the entire Eastern States Exposition site, with boundaries to be determined. These six replica statehouses, constructed between 1919 and 1957, have a period of significance up through 1967 (arbitrary fifty-year threshold), with significance on a local and potentially state-wide level, in the category of Community Planning and Development, initially as the exposition was related to a locally-based initiative focused on supporting regional agricultural efforts, which rapidly grew to become a large scale collaboration to provide a venue for an annual agricultural and industrial exposition for all six New England States. The early twentieth century creation of the fairgrounds, out of formerly undeveloped land, spurred additional on-going commercial growth along West Springfield's Memorial Avenue.

Criteria A, related to Social History, is also relevant to the fairgrounds and related buildings, as the Exposition has run annually, and almost continuously since 1916, and draws visitors from the area and beyond as the only state fair in New England. It is the only fair in the country which has the participation of more than one state. The replica state houses, in particular, are unique as they are owned and operated by each state and serve as showcases for local goods and services.

The founders of the exposition also deserve mention as contributing to the site's significance and Social History, under Criteria A. Local businessman and founder Joshua L. Brooks (1868-1949) was the driving force behind the exposition and particularly inspired the early growth of the Avenue of the States. Co-founder and industrialist Horace Moses (1862-1947) supported the exposition, as well as other related organizations such as the Hampden County Improvement League, the Junior Achievement League, and the Eastern States Farmers Exchange and he was instrumental in the development of the West Springfield YMCA.

The Avenue of the States buildings are also significant under Criteria C, for Architecture, as unique, scaled down replicas of the six New England statehouses. Leading architects involved in this endeavor included James H. Ritchie (1876-1964) who designed the high-Georgian style Massachusetts building; John Calvin

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Stevens (1855-1940) and his son, John Howard Stevens (1879-1958), designers of the Greek Revival style Maine building; William H. McLean (1871-1943), who built the Greek Revival style Vermont building and the Georgian style New Hampshire building; and the first Commissioner of the Connecticut Department of Public Works and later Governor of Connecticut from 1941-1943, Robert Augustine Hurley (1895-1968), who had a background in construction and engineering and is attributed with the plans for the Greek Revival style Connecticut building. The final and most recent building is the Georgian-style Rhode Island building, constructed in 1957 (architect unknown).

In conclusion, it is recommended that the Avenue of the States be considered as eligible for National Register listing as a contributing resource within a potential Eastern States Exposition historic district, under both Criteria A and Criteria C, with local (or greater) significance. The related replica state house buildings retain a high degree of integrity of location, design, setting, materials, workmanship, feeling, and association.

Know all men by these presents

*File
Eastern
States
Exposition
Vt. 1883*

that Eastern States Exposition

a corporation duly established under the laws of the commonwealth of Massachusetts and having its usual place of business at Springfield in said commonwealth in consideration of valuable considerations to it paid by the State of Vermont

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said State of Vermont a certain parcel of land situated on the grounds of the grantor in the town of West Springfield, Massachusetts, and more particularly described as follows:

Beginning at an iron rod in the south westerly line of the Avenue of States, said iron rod also being distant three hundred forty-five feet (345 ft.) by said Avenue on a course bearing North forty degrees, forty-five minutes West ($N. 40^{\circ} 45' W.$) from the stone bound at the south easterly corner of land of the State of Massachusetts, which last mentioned stone bound is two hundred fifteen feet (215 ft.) distant westerly from, and in line with, the northerly side of the former Machinery Building, now of Animal Husbandry; thence North forty degrees, forty-five minutes West ($N. 40^{\circ} 45' W.$) by said south westerly line of said Avenue of States one hundred twenty-five feet (125 ft.) to an iron rod; thence South forty-nine degrees, fifteen minutes West ($S. 49^{\circ} 15' W.$) two hundred fifty six feet (256 ft.) to an iron rod; thence South forty degrees, forty-five minutes East ($S. 40^{\circ} 45' E.$) one hundred twenty-five feet (125 ft.) to an iron rod in the north westerly corner of land of the State of Maine; thence North forty-nine degrees, fifteen minutes East ($N. 49^{\circ} 15' E.$) along land of the State of Maine two hundred fifty six feet (256 ft.) to an iron rod, the place of beginning.

measuring in area thirty two thousand square feet (32000 sq. ft.).

Reference may be made to a plan made by Durkee, White & Towme engineers dated September 1, 1925 and recorded in Hampden County Registry of Deeds in book of plans B on page 52.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said State of Vermont

and its ~~heirs and~~ assigns, to their own use and behoof forever.

And the said Corporation hereby **covenants** with the grantee and its ~~heirs and~~ assigns that it is lawfully seized in fee simple of the granted premises; that they are free from all incumbrances.

that it has good right to sell and convey the same as aforesaid; and that it will **warrant and defend** the same to the grantee and its ~~heirs and~~ assigns forever against the lawful claims and demands of all persons

In witness whereof the said Eastern States Exposition
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by Joshua L. Brooks
its president hereto duly authorized, this second
day of May in the year one thousand nine hundred and twenty-nine.

Signed and sealed in presence of

Charles H. Beckwith } Eastern States Exposition
by Joshua L. Brooks Pres.

Commonwealth of Massachusetts

Hampden, ss May 2, 19 29 Then personally appeared the above-named
Joshua L. Brooks and acknowledged the foregoing instrument
to be the free act and deed, of the said Eastern States Exposition

Before me—

Charles H. Beckwith
Justice of the Peace

My commission expires April 29 1932.

-19- at o'clock and minutes M

Received and entered with Deeds

Book Page

Attest:

Register

over

At a special meeting of the board of trustees of the Eastern States Exposition, duly called for the purpose, the members having been duly notified, held at Springfield on the twentieth day of March, 1929, at which a quorum was present, the foregoing deed of conveyance having been read and considered, the following vote was passed:

"Voted that the president Joshua L. Brooks be and hereby is authorized and directed in the name and on behalf of the corporation to execute, acknowledge and deliver the deed of conveyance which has just been read"

Attest

Belle R. Kramer

Charles A. Nash
Secretary of the
Eastern States Exposition

Commonwealth of Massachusetts

Hampden ss. Rec'd May 15, 1929 10h 32m A.M. and recorded with the Registry of Deeds for Hampden County, Book 1428 Page 192

Attest :

Patrick J. Courtney

Register

F-57
8444

1428

Eastern States Exposition

to

State of Vermont

RECEIVED FOR RECORD,
MAY 15 1929
10 O'CLOCK 32 A.M.

RECORDING DEED

[BY CORPORATION]

From the office of

Charles H. Beckwith, Esq.

STATE OF VERMONT,
Secretary of State's Office.

Filed May 28, 1929
and duly recorded in Vol. 22

Pay of Deeds to the
Secretary of State
James D. Mumford
SECRETARY OF STATE