



Proposal for The Town of Bolton Facilities Study



January 21, 2025 280 Trumbull Street Hartford CT 06103 www.stvinc.com





Cover Letter	3
Proposed Scope of Work & Project Approach	5
Firm Background and Experience	8
Key Staff Resumes	17
Cost Proposal	22
Terms & Conditions	24

Photo Above:

Blue Hills Fire Station Bloomfield, CT





January 13, 2025

Kathy McCavanagh Selectman's Office Town of Bolton 222 Bolton Center Rd. Bolton, CT 06043

Re: Town of Bolton Facilities Assessment

Dear Ms. McCavanagh,

STV Construction, Inc. (STV) appreciates the opportunity to provide you with a proposal for professional and technical services to develop a plan that will create the greatest utilization of your current town buildings and include an assessment of future needs for the town. With our extensive portfolio of public and municipal work, we understand the challenges, obstacles, and risks associated with construction of multiple buildings serving multiple programs. We look forward to leveraging our considerable experience to provide the vision you are looking for. We have extensive experience working in active and occupied building environments while protecting the buildings occupants and minimizing construction impacts. STV's expertise will bring leadership to your project, which will maximize cost effectiveness and efficiency while delivering comprehensive and high-performance solutions.

MAKING COMMUNITIES BETTER. Founded in 1912, STV is a comprehensive professional services firm that offers OPM, move management, and FF&E services to a wide variety of clients. The premise of our practice is to make communities better by providing technical leadership that helps build consensus, fosters collaboration, and engages all stakeholders to create a predictable and enjoyable project experience.

TECHNICAL EXPERTS FOCUSED ON PROACTIVE COMMUNICATION. As an extension of your team, we will provide experienced personnel who will develop and monitor schedules and budgets; make sure designers, contractors, and processes comply with all applicable requirements; and provide effective communication between all local and state stakeholders.

PROVEN MEANS AND METHODS. Our proven past performance working with owners to provide facilities assessment services will translate to positive results in terms of cost control, quality of work, and meeting performance schedules. We understand the intricate complexities of analyzing multiple buildings at a time, all while they are occupied and in use. This experience gives our team insight into the big picture, allowing us to assist you in planning for future use.

DEPTH OF RESOURCES. Unlike our competitors, STV brings to you our national experts in project management, design, and specialized pre-con and constriction phase expertise. Within STV's "Centers of Excellence", our project controls group offers both estimating and scheduling, We also have geotechnical, hazmat, digital resources, and many other tolls and specialties should the need arise to bring them to your projects.

STV's goal is to serve as a seamless extension of Town of Boltons leadership. We understand the importance of completing projects timely and within budget and will develop constructible solutions that offer value to your community. The entire STV team is ready to make this project a marked success. The STV team is committed to meeting your needs for this contract and looks forward to building a successful relationship with you.

I personally have enjoyed serving the town of Bolton in the past, having been lead architect for the High school, providing a concept design for renovations and additions to the Town Hall, and studying the Notch Road facility. It would be an honor to continue my service to your community. Please contact me directly at (860) 205-2880 or angela.cahill@stvinc.com to discuss this proposal in further detail.

Sincerely,

AD Cahill

STV Construction, Inc. Angela Cahill, AIA, NCARB, NOMA, LEED AP Project Executive



SCOPE OF WORK & PROJECT APPROACH

The Town of Bolton has issued a Request for Proposal for professional and technical services required to develop a plan that creates the greatest utilization of their current town buildings and future needs. These buildings include:

- Town Hall
- Senior Center
- Meeting Rooms A and B
- **Bolton Center School**
- Bolton High School
- Bentley Memorial Library
- Fire Station

The following facilities will be included individually as alternates:

- Town Garage
- Buildings and Grounds Garage
- Community Voice Channel
- Herrick Park

Photo Above:

Sandy Hook Elementary School, Newtown CT



- Indian Notch Park
- Resident Trooper Office
- Heritage Farm

Along with the school assessments, the scope includes current and project student population for a minimum of 5 years.

The purpose of this study will be to identify and prioritize the following:

- Potential issues that may impact the future function of the facility
- Observable physical deficiencies in materials, workmanship, and deterioration
- Resultant recommended repairs that could be considered in preparation for the renovation and reuse plan of each building, including their costs and required construction duration

STV will coordinate activities with our project team members specializing in HVAC, building envelope, building code, and site conditions to achieve these objectives.

Our methodology will include a detailed visual inspection of the buildings by STV. Assessment consists of a review of town-supplied data, including a review with Town of Bolton representatives. The project team will gather data through on-site visual inspections, interviews with staff, photography, and assessment of pertinent documents.

Our project team will review existing construction drawings, service and maintenance logs, equipment replacement records, and other records deemed valuable to the study. We will have access to electronic copies, where possible, of all drawings and documents and on-site hard copy records. The work will only include observation, documentation, and the reporting of current conditions that can be seen using visual assessment.

The on-site visual inspections will include the following components:

- **Building Envelope**
- Interior construction and finishes
- Code and accessibility compliance
- HVAC, plumbing, electrical, and fire protection systems
- Site hardscape and landscape

Condition rating: STV will develop a standardized condition rating system to assess the condition of the building elements. This could be numerical or a descriptive scale (e.g., excellent, good, fair, poor).

Deficiency identification: Identify and document any deficiencies, defects, or potential issues found during the assessment.

Prioritization: STV will rank the identified deficiencies based on their severity and impact on the facility's operations and safety.

Cost estimation: STV will estimate the cost of repairing or replacing the deficient components and systems.

Report generation: STV will create a report summarizing the findings, including the condition ratings, prioritized recommendations, and cost estimates.



PROJECT TIMELINE

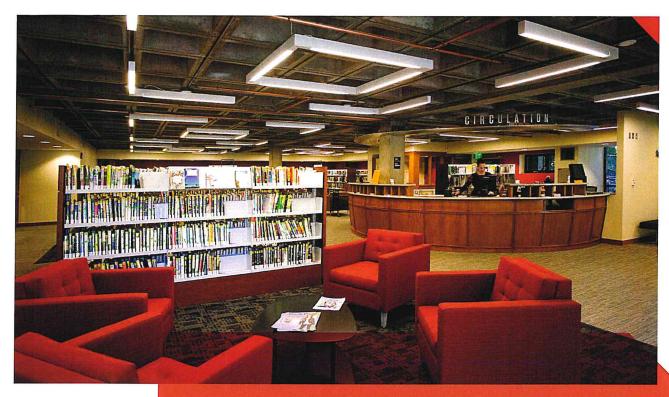
STV intends on beginning work immediately, and concluding the report within a four week timeframe. STV has a the staff available to meet this schedule.

COMMUNICATION

As an extension of your team, we will provide experienced personnel who will develop and monitor schedules and budgets, make sure team members and processes comply with all applicable requirements, and provide effective communication among all stakeholders.

As Bolton's service provider, STV will get to know the Town of Bolton officials and staff and learn how it interacts within its organization and with external stakeholders. We will retain the communication protocol and reporting functions essential to your organization and put forth our best effort to integrate with your team to deliver a successful program seamlessly. STV understands that the successful execution of this capital projects program will involve assisting Bolton with navigating its obligations within the network of authority that supports it. STV must quickly adapt to the processes, procedures, and reporting requirements governing Bolton. We will also support the individual buildings' leadership throughout the design and construction process. As an extension of the owner, STV will establish a leadership role in managing the design and construction teams and establish a collaborative environment that encourages teamwork.





FIRM **OVERVIEW**

INTRODUCTION

STV Construction, Inc. (STV) is an award-winning professional firm consistently ranking among the country's top companies in education, justice, water, highways, bridges, rail and mass transit sectors. This success is the direct result of our employees' commitment to innovation and quality. We offer a nationwide practice in construction management, program management, and owner's representative services. We provide a range of planning, engineering, architectural, environmental, and construction management services to transportation, infrastructure, designbuild, institutional, commercial, energy, industrial, and military clients. Throughout the United States and Canada, STV's professional, technical and support personnel offer services to a broad and expanding client base. Founded more than 100 years ago, we are quality-driven, client-focused, and have a vision for the future.

STV provides comprehensive services to assist clients through the entire construction process from pre-construction, through construction, to project closeout. STV clients benefit from the expanded resources and services available to all our projects through our parent company, STV Incorporated. Our mission is to create exceptional value for our clients and deliver our services with integrity, vision, innovation, quality, and environmental sensitivity. Our firm employs construction management professionals, builders, former owners, and designers who have

Photo Above:

Boyden Library Foxboro, MA





extensive hands-on technical and managerial experience—giving us a comprehensive understanding of all facets of construction, the ability to foresee issues, to develop relationships in the industry, and to negotiate resolutions quickly and effectively.

We excel at supporting our clients on small and large projects alike and we realize the importance of proactive communication and building consensus with all project stakeholders. This integrated approach benefits our clients through more efficient coordination, quality, schedule, and cost management. Our skilled workforce is motivated to satisfy our clients by staying on top of the evolving changes in the industries we serve and by diversifying our services. Finding solutions through innovation has been our tenet since our founding.

FIRM HISTORY

Founded in 1912 by a structural engineer who specialized in designing structures and foundations, STV Incorporated is a leader in providing architectural, engineering, planning, environmental, program management, and construction management services. Now, as our firm has reached the century mark, we are still building on our foundations by embracing our tradition and experience while forging a vision to leave an even larger mark on the future.

Operating out of more than 50 offices across North America, STV provides services throughout the country. Combined with the support of nearly 2,500 personnel in North America, our client responsiveness has earned us a reputation as a leader in construction management, planning, and design.

To grow into what we are today, it took the drive, vision, and enduring impact of numerous firms to form STV's foundation. STV has strengthened its core by adding other organizations, many of which have deeply embedded roots in their communities that go back to the first half of the 20th century.

Photo Above:

Eastern Connecticut Fire School, Willimantic



LOCAL STAFF

STV's local staff of nearly 150 personnel includes more than 40 individuals solely dedicated to providing Owner's Project Management services. Our staff is comprised of professionals with experience in real estate, architecture, engineering, interior design, space planning, FF&E coordination, strategic development advisory, owner's representation, facilities management, change management, move management, and relocation services. All are always deeply committed to each of their assignments and support each other to make certain they are always providing the best service to all our clients.

Mark DuPre', MCPPO, Sr. Assoc AlA is Vice President and Project Executive. As the Vice President, Mark's role is to provide senior level leadership, develop project strategies/master plans, relocation master plans, establish appropriate teams, coordinate lease agreements, provide initial project analysis, project oversight and direct the project team in order to ensure that the project progresses on schedule, within the prescribed budget and that client goals and expectations are met.

STV AT A GLANCE

STV has helped shape the built environment for more than a century, including some of the nation's most notable projects. Our full-service organization provides multidisciplinary solutions to program challenges and a coordinated approach that allows us to deliver exceptional quality, as well as schedule and cost savings and has helped us earn a repeat business rate of 90 percent.



400+ PM/CM & PROJECT CONTROLS STAFF

60 OFFICES NATIONWIDE





Town of Ledyard, Various Projects

Ledyard, CT

Client: Town of Ledyard

Reference: Wayne Donaldson, Director of Facilities

Email: wdonaldson@ledyard.net

Project Amount: Various



STV is providing owner's representative services for various projects in Town including: a roof replacement at the Towns Central office, roof replacement, design and installation of solar PV at the Gales Ferry School, and a roof replacement, design and installation of a solar PV system along with upgrades to the electrical systems to support the new solar PV and HVAC improvements at the Juliet Long School.



Town of Bethel, Various Projects

Bethel, CT

Client:

Town of Bethel

Reference:

Nancy Ryan, Chairman, Public Site & Building

Commission

Email:

njrymo@sbcglobal.net

Project Amount: Various



STV has been engaged on multiple projects for the Town of Bethel, CT, including:

Rockwell and Johnson Elementary Schools

STV is providing owner's representative services to the Town of Bethel, CT, for the duration of construction at the Anna H. Rockwell and R.M.T Johnson Elementary Schools.

Construction on the concurrent renovations to Rockwell and Johnson elementary schools kicked off in April of 2019 with substantial completion achieved in September 2021. The buildings remained occupied by students and faculty over the duration of the phased 32-month project. The total project budgets for the R.M.T Johnson and Anna H. Rockwell schools are approximately \$41 million and \$25 million, and the combined project is currently tracking \$700,000 dollars under budget.

Police Headquarters Firing Range

STV provided owner's project management services for the completion of a new firearms training range at the Bethel Police Department facility. The project includes installation of firing range equipment, dedicated HVAC system equipment, and associated construction and finish work. STV's responsibilities include procurement of the equipment vendor, project budget development, coordination of the design and specification phases, referendum advisement, oversight of construction and installation activities, and reporting to Town boards and commissions. The project value is approximately \$1.4 million with completion targeted for late 2023.

Level Spreader Installation, Schools Campus

STV provided owner's project management services for site-work required to resolve ongoing erosion issues on the Bethel Schools campus along the East Swamp Brook waterway. STV's responsibilities include assessment of existing conditions and impact on drainage flow, project budget development, coordination of the design services, collaboration with the Parks & Rec Department and Town Engineer, oversight of construction and installation activities, and reporting to Town boards and commissions.



Town of Newtown, Various Projects

Newtown, CT

Client: Town of Newtown

Reference: Dr. Joseph Erardi, Former Superintendent,

Newtown Public Schools

Email: erardij@gmail.com

Project Amount: Various



Sandy Hook Elementary School

Provided comprehensive management of the planning, design and construction phases for a new 87,000-sf Pre-K thru 4th grade, state-of-the-art elementary school completed and occupied for the 2016-2017 academic year.

Newtown High School Auditorium Renovation

Provided management of the planning, design, and renovation of a 900-seat high school theater in Newton, CT, including the auditorium, stage, and backstage areas. The project included upgrades to building infrastructure and brought the auditorium into compliance with accessibility guidelines.

Newtown Municipal Buildings Strategic Plan

Provided program management services for the development of a long-range strategic plan to guide and determine the future use of municipal and school district building assets in Newtown, CT. STV facilitated the work of a volunteer advisory committee and managed the initial building inventory.

Newtown Community Center

Managed the planning and pre-construction phases of a new 40,000-sf community and aquatic center in Newtown, CT. The project is underwritten by a grant from the GE Foundation and will include community spaces, two pools, and a dedicated senior center.

Level Spreader Installation, Schools Campus

STV is currently providing owner's project management services for site-work required to resolve ongoing erosion issues on the Bethel Schools campus along the East Swamp Brook waterway. STV's responsibilities include assessment of existing conditions and impact on drainage flow, project budget development, coordination of the design services, collaboration with the Parks & Rec Department and Town Engineer, oversight of construction and installation activities, and reporting to Town boards and commissions.





At STV, we recognize the unique challenges of coordinating projects for the public sector. This understanding stems from our experience with state agencies and municipal clients, and our experience with public building assessment projects. Our veteran staff works to minimize disruptions, facilitate the continuity of municipal business operations, and integrate current safety and security controls into each project plan. Our staff is trained in FOIA regulations and conducts all work on public projects transparently and in the public entity's best interests.

PARTIAL LIST OF PUBLIC CLIENTS:

- Town of Newtown, CT, Sandy Hook School; High School Auditorium; Community
- Center; Municipal Buildings Feasibility Study
- Town of Bloomfield DPW
- Capital Region Development Authority
- Town of Hamden Middle School
- Harvard Ellis Technical High School

Photo Above:

Norwalk Community College, Center for Science, Health & Wellness Building



- · Housatonic Community College
- Municipal Building Projects 26
- Town of Lebanon Library
- Norwalk Community College
- Norwalk Public Schools
- Shawsheen School District
- Southern Connecticut State University
- Three Rivers Community College
- · Town of Berlin, CT, Police Station
- · Town of Bethel, Board of Education
- City of Hartford, CT, Department of Public Works
- · City of New Haven, CT, Public Schools
- · City of Norwalk, CT, Public Schools
- Connecticut Department of Construction Services
- Connecticut Department of Public Health
- · Gateway Community College
- Town of Darien, CT, Public Schools
- Town of North Haven, CT, Police Station
- Town of North Stonington, Board of Education
- · Town of Hamden, Board of Education





For the Town of Bolton Facilities Assessment project, STV has assembled a group of highly collaborative and innovative professionals with experience unique to this project. They have experience working together for various clients at STV, and their working relationship has yielded a unique brand of creative problem-solving and partnershipbuilding approaches.

Their effective communication strategies allow all project partners to participate on this assignment while holding them accountable for their deliverables. This sense of accountability and partnership is ultimately the key to making sure that the team is dedicated to resolving any issues that arise quickly and collaboratively while maintaining the project's stated goals and objectives.

Photo Above:

Newtown Community Center, Newtown CT





FIRM STV

EDUCATION

Master of Architecture; Rensselaer Polytechnic Institute

Bachelor of Science, Architecture; Catholic University of America

REGISTERED ARCHITECT

Connecticut, Massachusetts. Maine, Rhode Island

PROFESSIONAL AFFILIATIONS

NCARB

LEED AP

NOMA

TRAINING

OSHA 30-Hour Safety Training

ANGELA CAHILL, AIA, NOMA, NCARB, LEED AP **Project Executive**

Angela is a prolific project executive and registered architect with over 30 years of leadership experience at the helm of several institutions. She served as the president of the Connecticut Chapter of the American Institute of Architects (AIACT) in 2021 and is also serving on the Connecticut Architectural Licensing Board and the School Building Project Advisory Council. She also has a background in academia, with an adjunct professorship at the University of Hartford. Angela has successfully managed numerous multi-million dollar projects, with a leadership style that emphasizes clear communication and positive input from all stakeholders.

PROJECT EXPERIENCE

Bolton High School Additions & Renovations – Project Manager

This 34,000 sf, \$22Million project was the state's first PCB-remediation school project, following CT DEEP and Federal EPA strict requirements. It was also the first school in CT to deliver a fossil-fuel free design, achieving LEED certification, and a status now known as "net-zero ready". The project included new science labs, a new media center and performance-style commons / cafeteria space, and a state-of-the-art culinary lab all to attract students from neighboring towns. The project received funding from the Connecticut school construction grant program, and despite significant challenges with the PCB abatement, was delivered on time and under budget.

North Branford Libraries (Atwater and Smith) Historic Renovations

- Project Manager

Managed simultaneous renovations of the twin historic buildings as an overall upgrade to the community assets. The \$9.5 million project was completed in 2010 and included geothermal systems for both properties. Angela worked with the team to open up the dark interiors of the building for contemporary library use, community meetings, and sunlit interiors. She designed custom mill-work and distinctive architectural materials to respond to the local historic aesthetic of the community.

Scotland Public Library and D'Elia Antique Tool Museum New Construction - Project Architect and Manager

Managed new construction of the Scotland Public Library in Scotland, CT,, which was previously housed in a lower level room in Town Hall. The project included an independently run Antique Tool Museum for the D'Elia collection. It won Best Library Design by the Connecticut State Library and included custom stained-glass panels reflecting the historical tools in the collection. Angela led the team that designed a drive-through book drop, community meetings space, and children's library, more than quadrupling the size for patrons. She also worked with landscape design team to include a boardwalk through the wetlands, complete with donor boards and flora and fauna identifying signage contributed by the University of Connecticut botany graduate program.

Suffield Senior Center Adaptive Re-Use - Project Architect and Manager Managed the transformation of the former Calvary Church into an accredited senior center serving generations of residents in the community. The \$2 million project



included adapting the sanctuary as a dance and movement space, the chapel as a library, and the fellowship hall as the main dining room. Angela managed a comprehensive design team, general contractor, and the client's usage of more than five different grant sources.

Suffield Town Hall Renovations and Addition - Project Manager

Managed a team of architects, engineers, and construction manager for a complete gut renovation of the existing town hall, with an addition of a vault building on the ground floor. The \$5 million project included accessibility upgrades, structural reinforcements, complete electrical systems relocation, complete mechanical system replacement, waterproofing, and complete reorganization of town hall departments, along with a new community and board of selectmen meeting room. Angela managed a comprehensive team of architects, interior designers, and engineering consultants in conjunction with a construction manager and the town facilities office for a successful on-time and on-budget completion.

Farmington Public Schools Security Updates | Project Manager

While serving on the State of Connecticut School Safety Infrastructure Council in 2021, appointed by the Governor, Angela managed implementation of security compliance with the infrastructure guidelines for several occupied schools for Farmington Public Schools, including a historic building. These fast-track summer projects received reimbursement from the Connecticut school construction grant program through their rolling security project funding allocation.

Hotchkiss Library of Sharon Historic Renovations and Addition - Project Manager

Managed historic renovations and addition to the Bruce Price designed 1893 stone and copper building. The \$3.5 million project included intricate structural carpentry reinforcements, along with complete refurbishment of the interior's woodwork. All new finishes and lighting, along with new mechanical system and generator, were included. The new addition at the rear provides discreet accessibility and access to a new lower-level community room. Angela managed historic preservation architects and engineers for this highly detailed project.

Bristol Arts & Innovation Magnet School Historic Preservation, Renovation & Addition - Bristol, CT

Managed a comprehensive revitalization of the original Memorial Boulevard High School of Bristol, listed on the National Register of Historic Places. Built in 1922, the 5-story building includes a professional level 600 seat theater and innovation labs for visual and performing arts curriculum. The \$54 million project was completed in 2022 at the centennial anniversary of the building. Scope included ADA accessibility compliance, hazardous material remediation and encapsulation, structural reinforcements, flood water mitigation systems, state of the art theatrical and educational technology, and restoration of custom historic building components. Angela led the process for approval by 5 state agencies and coordinated efforts with the local revitalization of the City's downtown. The project won significant awards including CT Preservation Trust, CREW Blue Ribbon, and CT Building Congress. As part of Angela's overall management of the project, she was responsible for the oversight of phased moves of both standard and unique educational furnishings and equipment, which was critical to complete for teacher move-in and training.





FIRM STV

EDUCATION

Bachelor of Science, Construction Management, Central Connecticut State University

PROFESSIONAL **AFFILIATIONS**

LEED Accredited Professional (AP BD+C)

Certified Construction Manager in Training (CMIT)

Certified Associated Contractor, American Institute of Contractors

TRAINING

OSHA 30-Hour Safety Training

KYLE RONGEY, LEED AP BD+C

Assistant Project Manager

Mr. Rongey has 10 years of experience working for contractors in residential and commercial construction. Kyle currently provides project management services for utility installation, demolition, remediation and excavation projects in Connecticut for numerous national and local clients. His expertise includes programming, budget and schedule development, project development, team selection and management, and move coordination. He directs and coordinates activities of the project team to ensure that the project progresses on schedule and within budget.

PROJECT EXPERIENCE

Ashford School Roof Replacement Project | Assistant Project Manager STV is providing construction monitoring services for the roof replacement project at the Ashford school.

Town of Ledyard, Various Projects | Assistant Project Manager

STV is providing owner's representative services for various projects in Town including: a roof replacement at the Towns Central office, roof replacement, design and installation of solar PV at the Gales Ferry School, and a roof replacement, design and installation of a solar PV system along with upgrades to the electrical systems to support the new solar PV and HVAC improvements at the Juliet Long School.

Town of Bethel Johnson & Rockwell Elementary Schools - Bethel, CT

Providing on-site Construction Administration services for the Anna H. Rockwell and R.M.T Johnson Elementary Schools in Bethel CT. The R.M.T Johnson Elementary School project consists of a comprehensive renovation, 20,000 SF addition, and associated site improvements to the existing 56,297 SF elementary school and 14 acre site. The Anna H. Rockwell Elementary School project consists of a comprehensive renovation and associated site improvements to the approximately 57,000 SF elementary school and 24 acre site. The buildings were occupied by students and faculty for the duration of the 24 month project.

CREC - Stratford High School Move and FF&E - Stratford, CT

STV | DPM is providing move management and FF&E coordination services for the Stratford's renovated and expanded high school. Stratford High School has served the community for over 80 years. With it's central location, the newly renovated school will serve as a community staple for decades to come. By adding new wings to the building and renovating newer portions of the existing building, the Town is taking advantage of state incentives to maximize taxpayer dollars.

CRDA - Dillon Stadium - Hartford, CT

STV | DPM provided Owner's Project Management services to CRDA in their redevelopment of Hartford's crumbling Dillon Stadium, the historic South End structure. A complete overhaul of the facility took place, with new bleachers, locker rooms, restrooms, press box and an artificial turf field. The funds also covered landscaping and lighting improvements, new curbing and upgrades to Colt Park, where Dillon is located.

North Haven Police Department - North Haven, CT

The North Haven Police Department project consisted of a comprehensive renovation to the existing 17,920-sf police department along with a 9,830-sf addition and associated site improvements. The overall project cost was \$15,000,000.00. STV | DPM provided



oversight throughout the design phase, review of bids, and initial budget oversight. We have also been leading the OAC meetings and providing meeting notes. During the construction phase we were responsible for on-site construction oversight, as well as contracting out the special inspections and abatement monitoring services. We are also responsible for all coordination between the General Contractor, and the Town of North Haven as well as the North Haven Police Department.

Western Connecticut Health Network (Nuvance)

Responsible for Staff augmentation in Norwalk Hospital as well as intermediate support in Danbury Hospital. Primary responsibility is to manage the financial reporting for current construction project in final phases of close out and occupancy.

Yale New Haven Hospital, Signage/Re-branding - New Haven, CT

STV | DPM is working with YNHH to unify the entire YNHH network currently operating under individual hospital names. STV | DPM is working as a representative of the YNHH facilities department working with the YNHH marketing department and their re-branding consultant seeing to it that all the locations have been addressed, all the copy is correct and consistent and ready for production. Included in this process, is to solicit and evaluate bids in an extensive RFP process, coordinating the approval process with stakeholders and landlords, project schedule and the over-site of the new signage installation.

UMASS Amherst, Student Union - Amherst, MA

Over saw the relocation of radio station, TV station, student clubs and organizations along with the supporting UMASS staff. It was done in phases as not to disrupt the radio station. The radio station was moved in three phases so we could make sure there was a studio up and running at all times. The student clubs included their student run café's, Student Officers and over 80 student organizations.

Vassar Brothers Medical Center (Nuvance) - Poughkeepsie, NY

Integral project team member for the relocation of Vassar Brothers Medical Center in Poughkeepsie New York, Rick is responsible for inventory, and tagging and coordination of a multi-phase relocation of 300+Med-surg patients, 12 O.R.'s, Central Sterile, ICU, PACU, and many ancillary departments. Kyle is managing the communications with the department managers and consultants as well as movers.





This agreement is made this 21st day of January 2025, between STV Construction, Inc. d/b/a STV ("STV") and Town of Bolton("Client").

Timeline

The estimated timeline for performance of services is **February 3, 2025** through **March** 3, 2025.

Fees

Fees will be based on actual time and materials provided. We estimate our fee for facility assessment services will be \$24,726 (Twenty Four Thousand, Seven Hundred and Twenty Six Dollars). We will work closely with you to customize our scope of services and staffing level to meet your needs. The matrix below illustrates how charges may accrue:

1/13/2025 **Bolton Facility Study - Fee Matrix**

			Angela Cahill Project Executive		Kyle Rongey Project Manager		
Phase Scope 1	īmeline	No. Wks.	Hrs. Week	Total Hrs.	Hrs. Week	Total Hrs.	Totals
Facility Assessment							
2/3/2025	3/3/2025	4	7	28	32.5	130	\$24,726
Total Hrs.				28		130	158
Cost / Hr. 2025				\$247		\$137	
Cost PP.			\$6,916		\$17,810		\$24,726

Each ALTERNATE property:

\$1,500 each

2025 Hourly Rates for STV CT	
Sr. Vice President	\$299
Principal/ Vice President	\$265
Project Executive	\$239
Project Director	\$223
Sr. Project Manager/ Software Engineer	\$196
Sr. Project Planner	\$160
Project Manager	\$145
Project Planner	\$137
Assistant Project Manager	\$112
Administrative/ Clerical	\$91



Reimbursable Expenses

Miscellaneous out-of-pocket expenses will be billed at cost plus 10%. These may include photographs, parking, mailings, courier/FedEx, drawing reproductions, etc. Other items will be billed as follows: Plots at \$1.00 per square-foot and pre-printed moving labels at \$0.80 per sheet.

The parties agree that the attached terms and conditions shall apply to this contract. If the parties have not otherwise executed this document, client, by allowing STV to commence its services, shall be deemed to have accepted all the terms and conditions contained herein and no other terms or conditions.

Authorized STV Signature

Authorized Client Signature

Date

James Kolb, Senior Vice President

Print Name and Title

Print Name and Title



TERMS & CONDITIONS

- STV's Services: STV has agreed to provide certain project management and advisory services to Client ("Project Management Services"). In rendering its Project Management Services, STV shall make every reasonable effort to perform them in a well-organized, efficient and timely manner consistent with that level of skill and care customarily exercised by members of STV's profession practicing at the same time and locality as STV performs its services hereunder. Client understands and acknowledges that although STV may employ and manage its own personnel and independent contractors who may have various licenses and professional or industry qualifications, STV has not offered to and is not providing professional or any other licensed services, real estate or insurance brokerage services, architectural, engineering or construction services ("Professional Services") to Client hereunder. Although STV may perform Project Management Services at Client's site, it is understood and agreed that STV shall have no control over, or be considered in charge of, construction means, methods, techniques, seguencing or procedures, nor shall STV be responsible for suggesting, implementing or monitoring safety precautions or programs. Responsibility for the acts and omissions of others on the project site, such as architects, engineers, contractors, vendors, Client's own personnel and the employees, agents of any of the foregoing shall be that of the respective parties. STV shall act as Client's agent with full authority on Client's behalf for all matters incidental to the Project Management Services to which this instrument relates. STV may engage the services of other persons or entities on behalf of Client, but such persons and entities shall be deemed engaged and managed by Client. In addition, Client acknowledges it has directed STV to use certain third-party software (the "Software") in the performance of the Services for this Project. Accordingly, while STV and Client will be relying on the Software, Client acknowledges and agrees that STV does not have control over whether the Software will continually and satisfactorily perform during this contract period and STV shall not be responsible for the performance, failure to perform, or delay caused by the equipment or software which the parties are relying. STV makes no warranties of any kind, either expressed or implied, regarding the Software.
- Cooperation: STV shall at all times have access to the project site, and may visit the project site as it deems necessary. Client shall furnish STV, at no cost, with such plans, surveys, studies, tests and any other documents as will assist STV in accomplishing its work and STV shall be entitled to reasonably rely upon the same. Client understands and agrees that it must obtain all permits, licenses, landlord consents, union approvals and all other permissions necessary for STV's performance of Project Management Services, it being agreed that Client and/or its architects, engineers, other consultants, contractors, and subcontractors are responsible for applying for obtaining, keeping in force and assuring compliance with all such permits as well as for the necessary final inspections, occupancy permits and the like to satisfy the requirements of such permits and all laws, regulations, codes and ordinances and or bylaws relating thereto. Further, Client acknowledges that STV does not render legal or code compliance advice and all such matters are entirely the responsibility of the Client and/or its other consultants. Client agrees and warrants that it will not ask or require STV to do anything that would be contrary to the requirement of any permit, law, regulation, ordinance, bylaw, code or judicial or administrative order applicable to STV's performance of Project Management Services.
- Fees and Payment: The Client shall pay STV for its services and reimbursable costs in accordance with the fees and cost provisions stipulated in other provisions of this Agreement. Billing shall be monthly, and payment shall be due upon receipt. Interest will accrue daily, after 30 days at an annual rate of eighteen percent (18%) or, if less, the highest rate of interest allowable by law. STV reserves the right to increase its hourly billing rates in January of each year.
- Default and Termination: This agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof and such party's failure to cure such non-performance within the 7-day period provided above. In the event of termination, (a) STV will be entitled to immediate payment for all services it has rendered to Client and for all reimbursable and termination expenses, and (b), STV shall not be liable for delays or damages that result to the Client by virtue of the termination or suspension of STV's services prior to completion of its work. To the maximum extent permitted by applicable law, in no event shall either party be liable for indirect, consequential, multiple, punitive or magnified damages, any right to which each party hereby waives to the maximum extent permitted by law. Client hereby agrees that, to the fullest extent permitted by law, STV's total liability to Client and any persons or entities claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project, the Services, or this Agreement from any cause or causes including, without limitation, STV's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the lesser of Fifty Thousand & 00/100 Dollars (\$50,000.00) or STV's fee hereunder.
 - The parties acknowledge and agree that Client prepared its Return to Work (RTW) Plan, that STV is not required to and will not render advice regarding the Plan and that as such, STV has no responsibility or liability for its accuracy and/or its compliance with applicable CDC, OSHA, and other COVID-19-related regulations and guidance. The parties further acknowledge and agree that the services hereunder do not obligate STV to provide advice, guidance or interpretation of CDC, OSHA, and other COVID-19 related regulations. To the extent permitted by law, STV and shall not be liable for any and all claims, demands, damages, including any indirect, special, or consequential damages arising out of Client's RTW Plan, including, but not limited to, personal injury claims asserted by Client's employees and customers. Additionally, STV shall not be liable for damages arising out of any pre-existing, latent conditions on the Client's property, including, but not limited to any conditions arising out of COVID-19 related property shutdown of Client's facilities. To the extent permitted by law, Client hereby agrees to defend, indemnify and hold harmless STV against any and all claims arising out of or related to Client's RTW plan, including, but not limited to, the above-referenced personal injury claims and claims arising out of pre-existing or latent conditions.

STV's Status:

- a) Independent Contractor: In providing Services hereunder, STV shall act as an independent contractor and not as a partner or joint venturer with Client. With regard to the provision of Project Management Services, STV shall have control over the means used to provide Project Management Services. With regards to the provision of Professional Services, Client shall have control over the party providing such services.
- b) Employees, Contractors, Agents and Subcontractors: STV and Client shall each (i) be solely responsible for the direction and control of their own employees, contractors, agents and subcontractors, (ii) be solely responsible for wages, salary, payroll taxes, workers compensation, withholding taxes and other forms of compensation payable to their employees, contractors, agents and subcontractors, and (iii) indemnify the other and hold the other harmless against any and all claims or liabilities, including reasonable attorneys fees, to the proportionate extent caused by the negligent acts or omissions of their own employees, contractors, agents and subcontractors, except to the extent the same is caused by the negligence or willful misconduct of the indemnified party or persons for whom the indemnified party is legally responsible.



- c) Additional Services: With regard to the contracts for Professional Services or other services to be provided to the Client by anyone other than STV in furtherance of this Agreement ("Additional Services"), STV may engage persons or entities on behalf of the Client to provide Additional Services, but if STV does so or negotiates or signs contracts for Additional Services, STV shall do so solely as a disclosed agent for the Client. Such agency shall be disclosed in writing, Client shall assume full responsibility under such contracts, and STV shall assume no responsibility under such contracts or for the Additional Services or for the supervision of Additional Services or for the acts or omissions of anyone providing Additional Services.
- 6. No Raiding of STV's Employees: Client agrees that during the term of this Agreement and for a period of one (1) year following the last day STV performs any services for the Client, neither it nor any of its officers, employees, agents or any firm owned or controlled by the Client, or which is under common control by the Client, or any of their officers, directors, employees or agents will directly or indirectly, without STV's written consent, solicit or hire any person who is a current employee of STV or who has been its employee within one (1) year preceding the last day of STV's work, nor will they encourage any such person to leave STV's service. Client acknowledges that the damages that will result to STV upon a breach of Client's obligations under this paragraph will be difficult to quantify and substantial including lost profits, cost of replacement cost of training and the like. Accordingly, if Client violates the terms of this paragraph then Client will pay STV liquidated damages in the amount of 1,000 times that individual's hourly billing rate.
- 7. Patents and Innovations: If STV shall make or discover any invention or innovation in the course of its work hereunder, STV shall have and retain all common law and statutory rights of ownership.

8. Miscellaneous:

- a) Notices: Any notice or other communication which may or must be given under this Agreement shall be in writing and shall be considered given when delivered to a party personally or when delivered by registered or certified U.S. Mail, return receipt requested, or by any private commercial or U.S. Postal overnight mail service providing a receipt for delivery, or by facsimile transmission if it is electronically acknowledged and confirmed and if another copy is sent to the addressee thereof within forty-eight (48) hours of the facsimile transmission by registered or certified U.S. mail.
- b) Publicity: Client authorizes STV to use Client's name, logo, photographs or other information for STV's marketing and public relations related matters.
- c) Force Majeure: STV shall not be deemed in violation of the provisions of this Agreement if their performance is delayed or prevented by war, civil unrest, weather conditions and other Acts of God, strikes or labor unrest. For each day of delay wherein a party's performance is prevented by any one of the foregoing causes, a day, and any related fees, shall be added to the time and fees stipulated herein for such performance.
- d) Governing Law and Disputes: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. STV and Client agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. Any dispute that cannot be resolved by negotiation will be submitted to mediation conducted in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association or such form of non-binding Alternative Dispute Resolution as the parties may mutually agree. STV and Client agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement between them and any party elects thereafter to institute legal proceedings, the form for any such action relating to this Agreement shall be in the Courts located in Boston, Massachusetts either State or Federal. STV and Client hereby irrevocably consent to the jurisdiction of such courts and waive any defense, whether asserted by motion or pleading, that such courts are an inconvenient or inappropriate venue.
- e) Complete Agreement; Supersedes Prior Agreements: This Agreement, including the attached terms and conditions, hereto constitutes a complete statement of all the arrangements among parties with respect to the STV's engagement by the Client for the work specified and supersedes all prior or contemporaneous proposals, contracts, agreements and binding commitments of every nature and description whatsoever between the parties on the same subject matter.
- f) Amendments: Any amendment, modification, cancellation, change order or waiver of this Agreement must be in writing and signed by or on behalf of both parties.
- g) Construction: The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto or to any Task Order entered into hereunder.
- h) Assignment: Client may not assign or transfer any of its duties, obligations, or interests in this Agreement without the prior written consent of STV.
- i) Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either STV or Client. STV's Services under this Agreement are being performed on behalf of and solely for the benefit and exclusive use of the Client for the limited purposes of this Agreement and no person or other entity shall have any claim against STV because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Client and any STV employee, representative, or consultant. The Client agrees that in the event of a dispute regarding this Agreement or the Services rendered by STV hereunder, the Client shall only seek recourse against STV and hereby expressly waives any and all right to purse a claim against STV's individual officers, directors, or employees.
- j) Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- k) Survival: Termination of this Agreement for any reason whatsoever shall not affect any right or obligation of any party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the termination of this Agreement. The indemnities, audit rights, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein shall survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

