REQUEST FOR PROPOSAL FOR DESIGN AND CONSTRUCTION SERVICES for the Sand Creek Library Makerspace

PIKES PEAK LIBRARY DISTRICT Colorado Springs, CO

PPLD RFP # 490-17-01

The Pikes Peak Library District invites qualified firms to submit a response to a Request for Proposal (RFP) for Design and Construction Services. The goal of the RFP is to secure the services of a qualified team to provide design-build services for establishing a creative and interactive makerspace. This project includes redesign and renovation of multiple existing spaces located within the walls of our Sand Creek Library to accommodate for the makerspace, quiet reading area, teen area, current lounge area as well as a study room.

Proposal deadline is: 2pm, Friday, January 20, 2017

I. Terms & Conditions

A. General Terms and Conditions

- 1. **Purpose:** This RFP is seeking proposals to provide Design and Construction Services for the creation of turnkey solutions implementing an interactive makerspace, quiet reading area, teen area and study room at the Sand Creek Library.
- 2. **Interested Parties:** All interested project leads (this can be an architectural firm or a contractor) are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.

An electronic version of this document can be accessed at: http://ppld.org/request-for-proposals.

3. **Sole Point of Contact:** Questions and requests for clarifications regarding this RFP must be addressed, in writing, to Gary Syling, Division Head of Facilities at Pikes Peak Library District, 1175 Chapel Hills Drive, Colorado Springs, CO 80920, or ssyling@ppld.org.

Questions and requests for clarifications may be sent via e-mail, provided that the RFP number, title, and the words "question" and/or "clarification" are identified in the "subject" area of the e-mail. Questions and requests without this subject identification may be considered routine e-mails, and may not get properly addressed.

All questions and requests for clarification will be responded to either in writing or by email to all proposers. Any responses by the PPLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be sent by written addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless received by the proposers via formal written addenda.

Gary Syling, PPLD Facilities Officer, is considered the sole point of contact with regard to this RFP. No communication from any other source shall be considered by the proposer(s) as valid information with regard to these terms, conditions, and specifications.

- 4. <u>Tax Exemption:</u> PPLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, an exemption certificate will be furnished by PPLD if the contractor requests.
- 5. **Expenses:** PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
- 6. **Conflict of Interest:** Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of this RFP, or any similar or potential conflicts of interest, may, at the sole discretion of PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
- 7. **Non-Discrimination:** The Contractor agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
- 8. **Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful proposer and PPLD. Further, the place of performance and transaction of

business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.

9. Sand Creek Makerspace Design and Construction Schedule:

RFP Let	Monday, January 2, 2017
Ads Place	Monday, January 2, 2017
Mandatory Pre-Proposal Meeting	10:30 a.m. on Tuesday, January 10, 2017
Deadline for final questions	Monday, January 16, 2017
Proposals due	2:00 p.m. Friday, January 20, 2017
Interviews/presentations (if required)	Wednesday, February 1, 2017
Award notification	on or about Wednesday, February 15, 2017

(At least one member of the proposing team must attend the pre-proposal meeting. Please see Pre-proposal meeting below regarding inclement weather.)

10. Tentative General Timeline:

Draw up and finalize contract(s)	February 15 - 24, 2017
Planning/Scope	February 27 - April 14, 2017
Construction	April 17 - June 1, 2017

(This is a tentative project schedule. It is incumbent on the proposer to suggest an alternative timeline, if it seems appropriate or necessary).

B. Proposal Preparation:

1. <u>Mandatory Pre-Proposal Meeting:</u> A pre-proposal meeting will be held at Sand Creek Library, located at 1821 S. Academy Blvd., Colorado Springs, CO 80916 on:

Tuesday, January 10, 2017 at 10:30 a.m.

Attendance is mandatory for all proposers. No proposals will be accepted from teams who did not have a representative in attendance.

NOTE: Proposers must contact Gary Syling (gsyling@ppld.org), PPLD Facilities Manager, in advance, of intent to attend this meeting. Should weather conditions require postponement, all proposers will be notified of reschedule within 24 hours.

- 2. **Exceptions and Deviations:** Any exception to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PPLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the proposer.
- 3. **Substantive proposals:** By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.
- 4. **Subcontracting:** The contractor shall be responsible for the performance of all of its subcontractors, sub-sub-contractors and consultants. The use of specific sub-contractors and consultants is subject to the approval of PPLD. The contractor is responsible for ensuring that all sub-contractors and consultants comply with all the terms of the contractor's contract with PPLD.

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- 5. **Insurance Requirements**: The successful proposer shall have the following insurance coverage. Proposers shall submit in their proposals, ACORD certificates and/or other proof of the insurances:
 - a. Worker's Compensation in compliance with the requirement of the State of Colorado.
 - b. Errors and Omissions Insurance.
 - c. Liability Insurance in the amount of no less than \$1,000,000 per occurrence.
- 6. Indemnification: The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless PPLD, its officer, agents, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property and officers, employees, and agents of PPLD, and further agrees to, and shall, defend, indemnify, and save and hold harmless PPLD, its officers, agents, and employees, from and against any and all claims, costs, demands, liabilities, suits, actions, causes of action, and other legal or equitable proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including, but not limited to claims arising out of and/or predicated upon negligence, breach of contract, tort, or strict liability, in any way resulting from, connected with, or arising out of the contractor's operations or performance in connection herewith, including operations or performance of subcontractors and suppliers and acts or omissions of officers, employees, or agents of the contractor or its subcontractors or suppliers.
- 7. **Schedule:** By submitting a proposal, the proposer guarantees that it will be able to comply with the overall elements of the project calendar, or must indicate an alternative timeline in the proposal, which will be vetted by PPLD, as to its feasibility and acceptability.
- 8. **Continuity:** By submitting a proposal the proposer guarantees that the key team members, including consultants and sub-contractors, if any, will remain assigned to PPLD's contract for its duration.
- 9. **Submission Information and Documents:** The following information and documents shall be included in the proposal submission:
 - a. Name of company or companies, including address, telephone number, email address, website URL, and contact person's name
 - b. Evidence of Workers' Compensation Insurance
 - c. Evidence of Error's & Omissions Insurance
 - d. Evidence of Liability Insurance in the amount of no less than \$1,000,000 per occurrence
 - e. List of exceptions and deviations (if any)
 - f. Proof of Eligibility to work in State of Colorado
 - g. Resumes for those individuals (including consultants) who will be participating in the work on the PPLD project. Identify the person or persons in the firm(s) who will be assigned overall contract and project responsibility for the PPLD project, as well as those in the firm who will be utilized only for specific purposes (e.g., mechanical/engineering, interior design, technology integration, landscaping, etc.)
 - h. **Subcontractors:** Identify proposed subcontractors and subcontracting scope, i.e., for what purposes of portion of the project.
 - i. **Experience:** List of current and recently completed (last 5 years) projects. This should include name of building/entity and a brief description of the project, including total SF, project cost, date completed, and contact information.

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- j. **References:** Reference from three (3) or more recent projects of similar scope and type, particularly libraries.
- k. **Project Description and Timeline:** Provide a description of the project as you envision it and describe your approach to this multi-faceted project. This may include a general concept drawing, at proposer's discretion. Include timeline, with proposed phases. If the overview timeline presented in this document is inappropriate, specify how and why I could/should change.
- 1. **Fees:** State your proposed fees to complete the described services, including any and all fees, whether flat rate or percentage based, and identifying any specific reimbursables.
- m. **Budget:** The budget included here represents what is currently available to complete this important project. The current list of funds available for this project is as follows:

i. Design/Construction: \$240,000

ii. FF&E: **\$118,000**

- n. **Claims/Litigation:** List any claims, litigation, or other issues filed or pending against your firm in the past 5 years.
- o. **Illegal Alien Law:** Indicate whether the company has complied with Colorado's immigration/illegal alien laws pertaining to public contracts Addendum D
- p. **Proposal Cover Page:** Addendum B and **Checklist and Questionnaire**: Addendum C All of the items listed above under Section 9, a through o, are specifically addressed in Addendums B and C of this RFP.
- 10. **Withdrawal of Proposal:** A Proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposal may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.
- 11. <u>Proposal Submissions:</u> Proposals must be submitted electronically via email to bids@ppld.org. The deadline (firm) is January 20, 2017, no later than 2 pm MST. Proposals delivered after that time will be rejected for being late.

A complete submission includes all required components as stated in this document.

C. Selection Provisions:

- 1. **Selection:** It is the intent of PPLD to select only responsible and responsive firms.
- 2. **Right of Acceptance and Rejection:** PPLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of PPLD. PPLD is not bound to accept the lowest priced proposal.
- 3. **Negotiation:** PPLD reserves the right to negotiate terms and conditions of the contract with the winning vendor.
- 4. **Basis of Award:** An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this invitation. The recommendations of this team will be forwarded to PPLD Board of Trustees for approval and execution. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:
 - a. Completeness of Proposal
 - b. References

- c. Background and Experience
- d. Fees
- e. Any other items deemed in the best interest of PPLD
- 5. **Contract Formation:** Following selection of a proposal for the Sand Creek Makerspace Design and Construction, PPLD and the project principal will discuss details of the contract(s). These terms, conditions, and specifications; the proposal of the selected contractor, and executed AIA forms A101-2007 and A201-2007, or mutually agreed- upon modifications thereof, together with their respective attachments and addenda, constitute the contract between the PPLD and the project team. In the event of a discrepancy or disagreement between these documents, these terms, conditions, and specifications govern, followed by the AIA contract forms, followed by the proposer's submission.

If, in PPLD's sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, PPLD reserves the right to rescind the award and select another contractor.

- 6. **Cancellation:** PPLD reserves the right to cancel the contract, in whole or in part, due to failure of the project team to carry out any term, promise, or condition of the contract. PPLD will issue a written notice of default for acting or failing to act, in the opinion of PPLD, as in any of the following:
 - a. Failure to perform adequately the services required by the contract
 - b. Failure to perform the required work within the time stipulated in the contract, unless mutually agreed in writing otherwise

In the event of cancellation, the architect will be provided a reasonable opportunity to correct the default prior to the exercise of the above mentioned remedies.

II. Scope of the Project

A. Sand Creek Library Makerspace Project Overview:

Pikes Peak Library District (PPLD) is a nationally recognized system of public libraries serving a population of more than 619,000 in El Paso County, Colorado. PPLD's fourteen facilities, online resources, and mobile library service make it a vital force for individual and community transformation. PPLD has an employee base of 481 full and part-time staff, and utilizes roughly 1,500 volunteers. It strives to reach all members of the community, providing free and equitable access to information and an avenue for personal and community enrichment. PPLD is recognized for its commitment to diversity and community collaboration, its quality programming, and its excellent customer service.

PPLD is the second largest library district in the state of Colorado and regularly places in the top tier of national library rankings. PPLD serves a 2,000 mile service area in El Paso County, including all unincorporated areas and cities of Colorado Springs, Fountain, Monument, Palmer Lake, and Calhan.

Planned Public spaces include creation of an interactive Makerspace, relocation of the existing quiet reading area, and teen area as well as a small study room. The Makerspace will also be a place for local creators to 1) network and collaborate; and 2) showcase their work.

PPLD makerspaces are being established to promote creativity, ingenuity, and entrepreneurship. These spaces support lifelong learning and realization of ideas in a new way through technology and hands-on fabrication using 3-D printers, laser cutters among other equipment.

The Sand Creek makerspace will also include a recording studio equipped with a computer equipped with a current Digital Audio Workstation (DAW), multitrack mixing-board/interface monitors (speakers) for playback and mixing, acoustic room treatment material, isolation headphones, instrument, speaker, and XLR microphone cables, microphone stands, microphones for recording voice, instrument, ensemble or drums.

Focus Group: PPLD's goal is to be relevant and responsive to the community. A focus group will be held in the early planning phases to get community feedback.

Flexibility of Use: A flexible, open environment will best meet library needs of the future, with few permanent barriers, furniture, or fixtures. Electrical access should be ubiquitous. Merchandizing should be interesting and plentiful.

Accessible: These spaces shall be accessible to all patrons and meet all current ADA regulations.

<u>Creative Re-Use of Existing FF&E:</u> The budget is limited, and the project encompasses several existing spaces within the Sand Creek Library. The Sand Creek Makerspace will require a significant investment in equipment, hardware, software, and creative work spaces. Team shall also consider the re-use of existing furniture currently located within all affected spaces.

Safety: Safety for both the staff and the public is paramount in our facilities. The affected spaces shall be designed with safety in mind. Visible sightlines within the facility are important for internal security be incorporated into the facility

Ergonomics: Libraries today utilize a plethora of technologies for both staff and public workstations. Design of all spaces must use ergonomically recommended measurements and guidelines.

Experience' Spaces: The layout should accommodate regular and on-the-fly 'experience' spaces – quick, interactive opportunities to surprise and delight customers.

<u>Third Place:</u> The ambiance of these spaces should make residents feel that the library is worth leaving their own homes. Spaces should accommodate an interactive experience as well as facilitate independent creativity

ADDENDUM A PIKES PEAK LIBRARY DISTRICT RFP - 490-17-01 Makerspace Vision

The purpose of the Sand Creek Makerspace and Recording Studio will be to encourage creativity, collaboration, and community. NOTE: See Exhibit 1 for possible targeted spaces for this project.

Makerspace

The Makerspace should be designed for both high tech exploring and low tech crafting. The space will be flexible and should easily change with patron use and desires. We would like an open floor plan with mobile workstations. The room should easily transform into a classroom setting or laid out for individual work spaces. The space should accommodate the following activities and/or equipment:

- Laser cutting
- 3-D Printing and 3-D scanning
- Sewing and fabric crafting using sewing machines, sergers, embroidery machines, irons, steamers, and hand sewing techniques.
- Wood burning and soldering
- Coding and robotics
- Small scale pottery/ceramics work with a table top kiln
- Crafting using mobile kitchen equipment (microwave, induction range, toaster oven)
- Jewelry making
- Craft and art exploration using hot glue guns, other adhesives, paints, etc.
- Washer/Dryer

We expect equipment and activity needs to change quickly. The design should allow us to keep the space attractive and relevant.

Recording Studio

The Recording Studio would give patrons access to equipment that would allow them to record, mix, and edit audio. Like the Makerspace, we expect this space to morph with patron use and desires. Our intent is to open with a basic equipment setup and add equipment and resources as needed. The Recording Studio should be thoroughly soundproofed to minimize noise from within the Recording Studio leaking into the library and library noise leaking into the Recording Studio. Desired equipment includes computer equipped with a current Digital Audio Workstation (DAW), multitrack mixing-board/interface monitors (speakers) for playback and mixing, acoustic room treatment material, isolation headphones, instrument, speaker, and XLR microphone cables, microphone stands, microphones for recording voice, instrument, ensemble or drums. We expect equipment needs to change quickly. The design should allow us to keep the space current and relevant.

Depending on the recommendations of the Design/Construction Team, we would also consider Video Production in this space.

ADDENDUM B PIKES PEAK LIBRARY DISTRICT RFP - 490-17-01 Project Proposal Cover Sheet

I. GENERAL INFORMATION

1.	DESIGN AND CONSTRUCTION PROPOSING FIRM
2.	ADDRESS
3.	PHONE
4.	E-MAIL AND WEBSITE
5.	SINGLE POINT OF CONTACT
II. ST	CATEMENT OF MINIMUM QUALIFICATION
I,	(printed name) hereby declare
that l	am the (title) of
above to the	(name of firm) submitting this e and declaration, and that I am duly authorized to sign this profile and declaration on behalf of the named firm. All information set forth in this profile and declaration and all attachments hereto are, best of my knowledge, true, accurate, and complete as of the submission date. Signer further certifies that (please initial): The Company has carefully examined all instructions, requirements, project specifications and terms and conditions of the RFP for which this proposal is submitted. The Company understands all instructions, requirements, specifications, and terms and conditions of the RFP, and herby offers and proposes to furnish the goods and services described herein at the prices, fees, and/or rates identified in this proposal, in accordance with the instructions, requirements,
	 specifications, and terms and conditions of the RFP. This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for the PPLD's acceptance for a period of ninety (90) calendar days from the proposal due date. The Company is in full compliance with all applicable federal, state, and local laws, rules,
	regulations, and ordinances governing business practices.
	All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.
	Submission of this proposal indicates the signer's acceptance of the evaluation technique and that some subjective judgments may be made by PPLD as part of the evaluation.
	 The Company has the following insurance coverage: Workers' Compensation Insurance Errors & Omissions Insurance

- Liability Insurance in the amount of no less than \$1,000,000 per occurrence.

	Evidences of these insurances are attached.
	A list of exceptions and deviations (if any) is attached.
	A proof of eligibility to work in State of Colorado is attached
	There have been no claims, litigation, or other issues filed or pending against our company in the past five (5) years, except as listed below.
	The Company is aware of and is in compliance with Colorado's Immigration/illegal alien laws pertaining to public contracts. Addendum D (Colorado Statutes 8-17.5 – 102) is signed and attached.
Au	uthorized Signature Date

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ADDENDUM C PIKES PEAK LIBRARY DISTRICT RFP - 490-17-01 Checklist and Questionnaire

1. \$	STATEMENT	OF	QUALIFICATIONS	(Fill in o	or attach):
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A. SIZE and AGE of your firm

B. COMPANY'S EXPERIENCE

Please attach:

- a. List of current and recently completed projects of any type (5 years)
- b. List of library projects/experience (10 years)

(Include square footage, total construction cost, and completion dates of each project)

C. LIST 3 REFERENCES or more from recent projects of similar scope and type, particularly libraries with current name, address, and telephone number of a contact person. Please attach a new page for more references (if any).

D. INDIVIDUAL QUALIFICATIONS AND EXPERIENCE

Please attach the resumes for those individuals (including consultants) who will be participating in the work on the PPLD project.

D. RESPONSIBILITIES

Who, specifically, would be responsible for the following areas?

If any of these areas - or any others - are typically subcontracted out, please list who you will use.

- a. Space planning/analysis
- b. Architectural design
- c. Building materials, specifications
- d. Mechanical engineering
- e. Electrical engineering
- f. Technology/Network design

- g. Sound Engineering
- h. Overall project coordination
- i. On-site field supervisor
- j. Other professional services
- k. (List any/all anticipated)

2. QUESTIONS:

- A. Please describe you experience with design-build and/or integrated design and construction?
- B. Please elaborate on your experience with Pikes Peak Regional Building and Planning?
- C. What projects have you worked on that have similar components to those required?
 - Libraries
 - Building size and scope of project
 - · Innovative technologies
 - · Video and recording spaces
 - Have you conducted public focus group facilitation?

3. COST, FEES, AND TIMING ISSUES:

List of all fees for design services, construction services, and other services, whether flat-rate or percentage based, and any specific reimbursable items and services. Please include a list of general conditions and related fees.

Design Services:

Fee Type	Percentage	Flat Fee	Reimbursable (Please List)

Construction Services:

Service/Fee Type	Percentage	Flat Fee	Reimbursable (Please List)

Other Services:

Service/Fee Type	Percentage	Flat Fee	Reimbursable (Please List)

4. PROJECT DESCRIPTION AND TIMETABLE:

- **A.** Briefly, describe your approach to this project, and your vision for it.
- **B.** Include a timeline, with proposed phases.

C. If the overview timeline presented in this document is inappropriate, specify how and why it could/should change.

5. OTHER INFORMATION

Please provide any other information that you feel should be considered in the selection proce	ess.
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Note: Please feel free to attach more pages for any answer and explanation you have.

ADDENDUM D PIKES PEAK LIBRARY DISTRICT IMMIGRATION CLAUSE FOR CONTRACTS

Pursuant to Colorado Revised Statutes Section 8-17.5-102, the Pikes Peak Library District ("PPLD") shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

Accordingly, Contractor agrees that it shall not:

Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

Enter into a contract with a subcontractor for work under this Agreement that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Further, Contractor agrees that it shall comply with the following:

Contractor has verified or attempted to verify through participation in the Basic Pilot Employment Verification Program (the "Basic Pilot program") of the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, that Contractor shall apply to participate in the Basic Pilot Program every three months until Contractor is accepted or the services under this Agreement have been completed, whichever is earlier. This requirement shall terminate if the Basic Pilot Program is discontinued.

Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the services under this Agreement are being performed.

Should Contractor obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

Notify the subcontractor and PPLD within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

Terminate the subcontract with the subcontractor if within three days of receiving the notice pursuant to Paragraph 1(b)(iii)(1) the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).

Pikes Peak Library District	1/2/2017	Page 15 of 1
Authorized Signature		Date
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to its authority under Colorado Revised	Statutes Section 8-17.5-102(5).

EXHIBIT 1
SAND CREEK LIBRARY FLOOR PLAN
(Highlighted are possible locations for this project)

