

Town of Sudbury
Community Preservation Committee
Annual Reporting Form

Name of Project including year of Town Meeting and Article Number:

Date of Report:

Date of Town Meeting Approval:

Project Proponent:

Recipient of CPC Funds:

Name of Person Completing Form:

Description of Project:

Total Project Budget through CPC:

Total Spent in FY \$

Total Spent in prior fiscal years:

Balance Remaining:

Is the project completed? Yes No

Description of status of the project:

Project results, including any changes since Town Meeting:

Description of other pertinent information:

Memo

Date: 08/15/2024
To: Esme Green
From: Gienapp Architects
Project: Sudbury Goodnow Library Renovations (PH1, PH2, PH3) Proj #: 815.1

The following is a schedule for **Areas 1 (Historical Room), 2 (Conference Room) & 3 (Railings)**. This schedule assumes all the areas will be constructed at the same time.

No.	Item	Date	Duration
1.	DESIGN (Areas 1, 2 & 3)		
1.1.	85% Construction Documents	09/30/2024	
1.2.	Meet with Owner for Feedback – week of 9/30/2024 – 10/4/2024	1 Day	
1.3.	100% Construction Documents	10/21/2024	2 weeks
2.	BIDDING (Areas 1, 2 & 3)		
2.1.	Issue ad to the Central Register	10/30/2024	1 week
2.2.	Available to Bidders	11/06/2024	1 week
2.3.	Pre-Bid Walkthrough	11/13/2024	11:00 am
2.4.	General Bid Deadline	11/27/2024	11:00 am; 3 weeks
2.5.	Bidder Review Complete	12/04/2024	1 week
3.	CONSTRUCTION (Areas 1, 2 & 3)		
3.1.	Letter of Award	12/06/2024	2 Days
3.2.	Contract Signed	01/10/2025	5 weeks
3.3.	Procurement Begins	01/10/2025	
3.4.	On-Site Work Begins	02/03/2025	4 weeks
3.5.	Substantial Completion	03/03/2025 – 03/31/2025	4-8 weeks depending on final scope of work.
3.6.	Final Completion	03/17/2025 – 4/14/2025	2 weeks depending on final scope of work.



End memo

May 9, 2024 (Revised May 23, 2024)

Sandra Duran, Combined Facilities Director
Town of Sudbury
Department of Public Works Building
275 Old Lancaster Road
Sudbury, MA 01776

via email: durans@sudbury.ma.us

**RE: Goodnow Library Renovations
Proposal for Architectural Services**

Dear Ms. Duran:

Gienapp Architects is pleased to submit our proposal to provide architectural services for your proposed library renovation project. This proposal is based on the preliminary design illustrations you provided and our observation of the space and our discussion with you on April 26, 2024.

Basis and Intent

We understand you would like to modify the shelving and storage for special collections in the Local History Room housed in the 1880 portion of the Goodnow Library building. Also, you would like to create a closet in the meeting room and adjust the second floor railing in the octagonal room to be high enough to meet Code.

The current goals and considerations for the project may be summarized as follows:

1. Reconfigure shelving to remove portions at the end of the Local History Room.
2. Design wood enclosures for newly purchased metal storage units (flat files for maps and similar) that are to be placed under and adjacent to the exterior windows on the end of the room.
 - 2.1. The scope and concept are documented in the attached Option D floor plan and the illustrative renderings (by others) attached to this proposal.
3. The preliminary design includes replacing the shelving flanking the window and one or two units on the side walls to provide space around the new enclosures. It is envisioned that those areas may have wall panels or simple wall finish for display of artwork.
4. We understand you have already purchased the manufactured cabinets. These consist of metal flat files for maps and similar items; you indicated you can provide the product data on the purchased items. This project is to design and procure wood enclosures that are aesthetically compatible with the rest of the room. It is anticipated the manufactured drawer and shelving items will be surrounded on all sides, except the front, and potentially the back.
5. Ideally, the existing documents indicate, or you can provide, the finish that was applied to the original millwork and/or on the tables you have recently placed in the space. The new tables appear to be a close match to the original shelving.
6. It is anticipated to provide accent lighting at the artwork flanking the windows. This may be procured as part of the project from a separate vendor, or potentially installed by town staff.
7. Based on your proposed budget, it does not appear that all desired work can be accomplished. It appears there may not be adequate funding for all work proposed in the meeting room. It is anticipated all work will be designed, but it may be only the wall enclosure OR the shelving and cabinets or the railing retrofit may be included in the construction. This will be determined by appearance and priorities as the design develops.



8. We understand you have a budget of \$130,000, which includes the amount to cover our fee. Consequently, the construction budget is just under \$110,000.

Scope of Services

We propose to provide architectural design services, summarized as follows:

1. Pre-Design Services

During this phase, we will review and document the existing project conditions to acclimate to the project and for use in subsequent phases, including:

- 1.1. Review renovation Construction Documents of the building renovation, if available, as well as subsequent alternations.
- 1.2. Conduct a site visit to document existing building conditions.
 - 1.2.1. Measure and photograph existing conditions to the extent necessary for the project.
 - 1.2.2. Review existing conditions in the relevant work area and develop architectural base drawings for use in subsequent phases.
 - 1.2.3. Obtain the data on the purchased items and review the items to understand dimensions and criteria for enclosures.
 - 1.2.4. Review prior documents and the current shelving to determine how it may be disassembled.
 - 1.2.5. At the Meeting Room, review relevant issues such as the access panels, outlets and other items to be addressed.
- 1.3. Review the renovation documents and the Massachusetts State Building Code to determine if special fire treatment is required.

2. Schematic Design

During Schematic Design, we will develop initial concepts and designs to determine and convey the proposed solution, including:

- 2.1. Based upon the intent of the project and appropriate Codes, develop preliminary drawings, using the prior design illustrations as a baseline.
- 2.2. Review potential options, as arise during design, with you. This may include items such as treatment of the wall where shelving is removed, whether and enclosures have fronts/doors and approach to the accent lighting.
- 2.3. Determine a Preferred Option.
- 2.4. Review probable project costs with you: Estimated Construction Cost (ECC) and Total Project Budget (other soft and hard costs). Due to the small and millwork nature of the project, estimated cost will be determined by an in-house cost estimate, potentially augmented with the help of a potential fabricator.
- 2.5. Consequently, we anticipate that Schematic Design will include the following documents:
 - 2.5.1. Floor plans, elevations, and sections.
 - 2.5.2. Specification notes such as wood species, finishes, light fixtures, etc.
- 2.6. It is intended for the Schematic Design phase to provide you with a clear understanding of a) the scope of the project and b) the layout and appearance.
- 2.7. Provide a probable construction cost and Total Project Budget.
- 2.8. Based on the probable cost, available budget, and procurement regulations, review potential approaches to bidding or procuring the various items or work.

3. Construction Documents

Based upon approvals of the prior phases, we will prepare drawings for permit and construction as follows:

- 3.1. Further develop the plans and documents, with your input, to select final materials, and develop details, etc.
 - 3.1.1. While it is intended for the contract documents to establish the quality and appearance of the construction, millwork details will allow for the fabricator to



propose some detail modifications to be most compatible with their fabrication process.

- 3.2. We will provide you with stamped construction documents permitting and construction.
 - 3.3. Work with you and the Project Team to determine other aspects of the project such as phasing, alternates, bid vs. negotiated contract, temporary facilities, and similar issues.
 - 3.4. Based on your approval of the previous phase, we will develop plans and specifications per the selected procurement methods.
 - 3.5. We anticipate we will provide “front end” specifications for general requirements, temporary facilities, use of site, submittals, etc. You (the Owner) may provide the Form of Contract and other legal documents. We can provide these for your legal counsel to review, if you prefer.
 - 3.6. Some aspects of the work may be procured by means of Requests for Proposals rather than formal bid documents, if in compliance with procurement regulations.
4. **Bidding/Negotiating**—Not included; we understand the Town of Sudbury has forces that will provide most of these services. If there are limited bidder questions, we will review and provide addenda (if appropriate).

5. **Construction Administration**

During the construction phase, we will provide the following services:

- 5.1. Conduct pre-construction meetings as appropriate (some may be virtual).
- 5.2. Conduct periodic site visits and observation of the progress of construction. This is consistent with the requirements of Construction Control and to serve the project. For the millwork portions of the project, this may include a visit to the fabricator’s shop prior to on-site work.
- 5.3. Conduct progress meetings, typically coinciding with site visits.
- 5.4. Prepare and distribute Observation Reports as appropriate for permits.
- 5.5. Review and take action on contractor’s submittals, such as shop drawings.
- 5.6. Review and advise on contractor’s monthly requisitions.
- 5.7. Prepare and issue change requests as required during construction.
- 5.8. At the completion of the construction work, prepare a punch list of remaining items.
- 5.9. Assist you with obtaining close-out materials.
- 5.10. Conduct a final walkthrough, prepare punch list.
- 5.11. This proposal assumes a construction period of approximately 5 months, anticipating approximately two months of on-site work and the remaining time for procurement and other pre-construction and close out activities. We have included 3 site visits during the construction. Any additional time beyond the 5 months or 3 site visits, will be invoiced on an hourly basis per the attached Billing Rates.



Fee and Payment

We propose to provide architectural and engineering services for a lump sum fee allocated as follows:

Phase	Fee
1. Pre-Design	\$ 4,000
2. Schematic Design	\$ 6,000
3. Construction Documents	\$ 8,000
Subtotal	\$ 18,000
4. Bidding/Negotiation	not included
5. Construction Administration	\$ 2,500
Subtotal	\$ 2,500
TOTAL	\$ 20,500

Exclusions:

Services not included as part of this proposal:

1. Hazardous material sample collection, testing and design services for asbestos or lead abatement are not included in this proposal. If presence of hazardous materials is determined, these services can be provided as reimbursable expenses.
2. HVAC, Plumbing and Electrical Engineering: Due to the limited work that may be required, we assume this will be shown on the architectural drawings for a scope of work (e.g. move a diffuser, install and outlet) but will be resolved in the field with the relevant trade discipline.
3. Additional Services: This Proposal is based on a design and construction duration typical for a project of comparable complexity and size. Extending the duration of the project beyond that indicated above, most notably due to the non-performance by the contractor to conduct the work in a continuous and expedient manner, shall be eligible for additional compensation at similar rates.

Fees for services included in this Proposal are valid for a period of ninety (90) calendar days after the date of issuance. If Notice to Proceed is not received within this period, fees may be subject to adjustment. Invoices will be monthly, which may not coincide with project deliverables.

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Services will be provided in accordance with the attached Schedule of Terms and Conditions.

Returning one signed copy of this Proposal will serve as your Notice to Proceed.

Conclusion

We are pleased to offer our services for this interesting project. Please do not hesitate to contact me with any questions or if you would like to proceed.

Sincerely,

Imelda R. Barnhurst

Imelda R. Barnhurst, AIA, LEED AP BD+C, MCPPO
Owner & Principal

Gienapp Architects, LLC

Accepted

for Town of Sudbury

DATE



Schedule of Terms and Conditions of Letter Agreement Between Owner and Architect

2024

1. ADDITIONAL SERVICES For services performed at the Owner's request, which are outside the scope of services described in the attached letter, the Architect shall be compensated in accordance with the rates set forth therein but such compensation shall not be included within any maximum or upset stated in the attached letter.
2. REIMBURSABLE EXPENSES In addition to the Architect's compensation, he shall be reimbursed at cost plus 15% for printing copies of documents except those exclusively for the use of the Architect and his consultants, out of state fees of other consultants engaged by the Architects at the Owner's request; overnight mailing/shipping, and for fees paid by the Architect to governmental authorities in connection with the project. Incidental postage, faxing and 'letter size' copies are overhead and not reimbursable.
3. PAYMENTS are due upon receipt of invoices, unless otherwise agreed. After 30 days unpaid invoices shall bear interest at two points above prime, and the Architect shall be entitled to reimbursement of all collection costs, including legal fees. The Architect shall also be entitled to suspend services if payment is overdue.
4. TERMINATION The letter agreement between the Owner and the Architect may be terminated by either party in case of substantial breach by the other, upon 7 days written notice.
5. DISPUTES All claims, disputes, and other matters in question arising out of or relating to this agreement or the breach thereof shall be finally decided by a civil action filed in any court in Essex County, Massachusetts.
6. OWNERSHIP AND USE OF DOCUMENTS All documents produced by the Architect are instruments of services, and the originals thereof and the copyright therein shall remain the property of the Architect. The Owner may use such documents for the construction of the project but only after payment to the Architect for having produced them, and subject to the following conditions: (a) the Owner shall not elaborate, change, or incorporate the documents into documents prepared by anyone other than the Architect, without the Architect's consent; (b) if the Owner proceeds to construct the project without engaging the Architect for customary construction phase services, such construction will be at the Owner's sole risk, and the Owner will release and hold harmless the Architect from all responsibility in connection therewith.
7. ESTIMATES The Architect has no control over construction cost or contractors' prices. Any cost estimates are made by him on the basis of his experience and judgment as a design professional, but he cannot and does not guarantee that contractors' proposals, bids, or costs will not vary from those estimates.
8. OWNER'S RESPONSIBILITIES The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the project and shall provide the Architect with all existing information relating to the project, which the Architect may request. The Architect shall be entitled to rely upon the completeness and accuracy of such services and information.
9. RISK ALLOCATION In recognition of the relative risks and benefits of the project to both the Client and the Architect, the Client agrees, to the fullest extent permitted by law, to limit the Architect's total liability to the Client, for any and all damages or claim expenses, (including attorneys' fees) arising out of this agreement, from any and all causes, to the total amount of \$100,000, the amount of the Architect's fee (whichever is greater) or other amount specified and agreed upon under Special Conditions.
10. ARCHITECT'S ROLE DURING CONSTRUCTION If requested by the Owner to perform construction phase services, the Architect shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor, but it is generally understood that the contractor, not the Architect, is responsible for the acts or omissions of any contractor or subcontractor, or for the failure of any of them to carry out their contractual duties and responsibilities.
11. MISCELLANEOUS PROVISIONS This agreement represents the complete and integrated agreement between the parties, supersedes all prior agreements, may be amended only in writing, and is binding upon the parties, their successors, assigns, and legal representatives. This agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Massachusetts.

