

2 November 2023

Mr. Steve Magoon
Assistant City Manager for Community Development and Planning
Watertown Administration Building
149 Main Street
Watertown, MA 02472

Re: Structural Condition Assessment of the North Branch Library, 267 Orchard Street,
Watertown, MA

Dear Mr. Magoon:

Thank you for considering Simpson Gumpertz & Heger Inc. (SGH) to provide a structural conditional assessment of the Watertown North Branch Library, located at 267 Orchard Street in Watertown, Massachusetts. This letter summarizes our understanding of the project scope, and our proposed scope and fee.

1. BACKGROUND

Based on our site visit on 1 September 2023, the Watertown historical commission meeting slides dated 13 July 2023 that you provided to us, and subsequent email correspondence with you, we understand the following pertinent background information:

1.1 Project Summary

Various community organizations and town officials in Watertown wish to evaluate the potential of the currently vacant North Branch Library and surrounding space for adaptive reuse to better support community groups and events. The existing building history dates to the early 1880's, when Mable Lowell Burnett (the only surviving child of poet James Russell Lowell and abolitionist Mara White Lowell) gifted the property to Watertown, which opened a school on the property. The town "refurbished" the building to be a library in 1927 and then "remodeled" the building circa 1941. It is unclear whether remnants of the original 1880's construction remain; however, the 1941 remodeling drawings by Arland Augustus Dirlam most closely resemble the existing building facade.

The library closed in 2006 and the building has been vacant since that time. The proposed reuse project was presented to the Watertown Historical Commission on 13 July 2023, and gained the Commission's support to proceed with evaluating the structural viability for adaptive

reuse (i.e., restoring occupancy) of the existing mass masonry building as a first step in the feasibility study phase.

We understand that you would like us to provide a proposal for the following services:

- Conduct a visual-only structural condition assessment of the building.
- Prepare a report that outlines structural findings and general concept-level recommendations.
- Provide a conceptual-level Rough Order of Magnitude (ROM) cost estimate not only for the structural repairs we recommend, but also for a full renovation of the building, based solely on the typical cost per square foot of renovation of similar buildings.

1.2 Schedule

We propose the following project schedule:

- Site Investigation Week of 13th November 2023
- Draft Report Submission Week of 11th December 2023
- Final Report Submission Week of 18th December 2023

2. SCOPE OF WORK

Our proposal includes the following scope of work. Unless specifically noted below, any services not listed below are additional services.

2.1 Structural Condition Assessment

- **On-site Visual Condition Assessment:** We will visit the site to observe the condition of the existing structure and facade. We understand that we will have access to the entire building. Our assessment will be purely visual in nature, and will not include any exploratory openings, in-situ or laboratory testing, or structural analysis. We will use our engineering training and experience working on structures of this type to guide our observations so that we can evaluate the current condition of the existing structure. We include two engineers up to one full day on site to complete the field work.
- **Condition Assessment Report:** We will provide a narrative outlining the structural condition and our recommendations for further investigation or structural repairs, if needed.

- **Coordination with Cost Estimating:** We will retain and coordinate with a cost estimating subcontractor to provide the information they need to develop a conceptual-level Rough Order of Magnitude (ROM) cost estimate based on the structural repair recommendations in our condition assessment report, and their general experience with typical total renovation costs (beyond structural repairs) for buildings of this size and construction type.
- **Meetings:** We will meet with you up to two times:
 - **Once (virtually)** after you have our draft report to discuss and review your comments on our draft.
 - **Once (virtually or in-person) after you have reviewed our final** report to discuss our findings and recommendations.

2.2 Conceptual ROM Cost Estimate

Our proposed subconsultant, Fennessey Consulting Services (Fennessey), will provide a conceptual-level Rough Order of Magnitude (ROM) cost estimate based on the structural repair recommendations in our condition assessment report, and their general experience with typical total renovation costs (beyond structural repairs) for buildings of this size and construction type. Given that Fennessey will not have reports or recommended scopes of work or repairs for any systems other than structural (e.g., mechanical, electrical, plumbing, heating, air conditioning, fire protection, lightning protection, egress, accessibility, architectural, etc.), their conceptual-level Rough Order of Magnitude (ROM) cost estimate will be highly conceptual, and will be based solely on per square foot costs of other similar buildings that they have knowledge of.

3. LIMITATIONS AND EXCLUSIONS

Due to the limited visual-only nature of our structural condition assessment, we will not be able to identify all individual components of various systems that potentially require attention or repair, and we will not be able to provide any certification as to the structural safety of the building. If our condition assessment is favorable, we will provide language in our report that we observed no structural damage or distress, and potentially that no further investigation or repairs are recommended at this time. We will provide our report and cost estimate as a PDF.

Given that Fennessey will not have reports or recommended scopes of work or repairs for any systems other than structural (e.g., mechanical, electrical, plumbing, heating, air conditioning, fire protection, lightning protection, egress, accessibility, architectural, etc.), their conceptual-level Rough Order of Magnitude (ROM) cost estimate will be highly conceptual, and will be based solely on per square foot costs of other similar buildings that they have knowledge of.

Further studies and Schematic Level designs will likely be required from all design disciplines in order to establish a more accurate preliminary cost estimate for budgeting purposes.

We exclude the following:

- Services of any kind related to hazardous materials (e.g., assessment, identification, testing, etc.).
- Assessment of any building systems other than structural (e.g., mechanical, electrical, plumbing, heating, air conditioning, fire protection, lightning protection, egress, accessibility, architectural, etc.).
- Structural analysis or analysis or computer modeling of any kind.
- Design services of any kind (e.g., design or specification of repairs).
- Exploratory openings, or material sampling.
- Testing of any kind (e.g., in-situ testing, laboratory testing).
- Any scope or tasks that are not explicitly described herein as included in our scope of work.
- Printing or furnishing hardcopies of our report or cost estimate.

4. FEE

Our lump-sum fee for the services described above will be as listed below. This fee includes any incidental expenses such as mileage:

Scope (Firm)	Fixed Fee
Structural Condition Assessment (SGH)	\$20,600
Conceptual ROM Cost Estimate of Renovation (Fennessy)	\$4,400
TOTAL	\$25,000

This proposal is valid for sixty days. Our proposed agreement consists of this proposal and the enclosed Contract Provisions. If acceptable, please sign and return one copy of this letter.

Sincerely yours,
SIMPSON GUMPERTZ & HEGER INC.



Erik W. Farrington, P.E.
Principal
MA License No. 41508



Helena M. Currie, P.E.
Senior Project Manager
MA License No. 51947



Matthew B. Bronski, P.E.
Senior Principal
MA License 52573

Accepted: WATERTOWN ADMINISTRATION
BUILDING

Signature: 

Printed Name: George J. Proakis

Title: City Manager

Date: 11/7/23

EWf/cpe (B023-0003630-EWF)
0101C23 010617-CP-2
Encls.

SIMPSON GUMPERTZ & HEGER INC.
FEE SCHEDULE AND PAYMENT TERMS

<u>Personnel Category</u>	<u>Hourly Billing Rate</u>
Senior Principal	\$375
Principal	\$355
Associate Principal	\$315 – \$335
Project/Technical Director	\$275 – \$325
Senior Technical Manager	\$250
Senior Project Manager	\$285 – \$310
Senior Project Supervisor	\$255 – \$280
Senior Consulting Architect/Engineer	\$235 – \$260
Consulting Architect/Engineer	\$195 – \$220
Senior Project Consultant	\$240 – \$245
Project Consultant II	\$200
Project Consultant	\$175 – \$190
Associate Project Consultant	\$155
Technical Aide	\$100
Senior Laboratory Technician	\$155 – \$185
Laboratory Technician	\$145
Senior Graphics Specialist	\$260
Graphics Specialist II	\$195
Graphics Specialist	\$145
Senior BIM Technician II/Senior Project Drafter	\$200
Senior BIM Technician I/Senior Project Drafter	\$180
BIM Technician II/Senior Drafter	\$160
BIM Technician I/Drafter	\$130
Non-Technical	\$120 – \$140

Rates are in US dollars. Where ranges of hourly rates are shown for a single title, they reflect the varying rates of the particular individuals with that title. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

CONTRACT PROVISIONS

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.

2. **RIGHT OF ENTRY** – When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.

3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SGH are instruments of SGH's service that shall remain SGH's property. The Client agrees not to use SGH-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by SGH without SGH's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by SGH will be at the Client's sole risk and without liability to SGH or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless SGH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by SGH will entitle SGH to further compensation at rates to be agreed upon by the Client and SGH.

4. **DISPOSAL OF SAMPLES** – SGH will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

5. **HAZARDOUS MATERIALS** – The scope of SGH's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. **CONSTRUCTION SERVICES** – When construction-phase services are included in the Agreement, SGH will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

SGH is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. SGH's evaluation of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7. **STANDARD OF CARE** – SGH and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. The Client agrees that services provided by SGH will be rendered without any warranty, express or implied.

SGH shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that SGH has been engaged to provide technical professional services only, and that SGH does not owe a fiduciary responsibility to the Client.

8. **OPINION OF PROBABLE COSTS** – When required as part of our work, SGH will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by SGH hereunder will be made on the basis of SGH's experience and qualifications and will represent SGH's judgment as an experienced and qualified design professional. SGH does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for, and shall promptly pay SGH for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes SGH's work on the Project, SGH and the Client shall renegotiate SGH's fee.

If payment of invoices by the Client is not maintained current, SGH may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold SGH harmless from any claim or liability resulting from such suspension.

10. **TERMINATION** – The Client or SGH may terminate this Agreement for cause, except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate SGH for services performed prior to termination and for prior authorized commitments made by SGH on the Client's behalf.

11. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

CLIENT:

12. **FORCE MAJEURE** – SGH will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** – SGH will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that SGH's total liability to the Client and the total liability to the Client of SGH's principals, officers, agents, and employees, for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, SGH's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed SGH's total fee under this Agreement or \$50,000, whichever is greater. In no event shall SGH be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Agreement.

14. **CONFLICTS OF INTEREST** – This assignment may presently or in the future involve parties with potentially adverse interests to those of SGH's existing or future clients ("Affected Parties" or "Affected Party"). Prior to SGH's acceptance of this assignment, SGH will make reasonable attempts to identify any Affected Parties based on information SGH has in its possession from the Client and any Affected Parties and SGH's search of its project and proposal databases. To the extent that SGH identifies a relationship with an Affected Party, SGH will inform the Client as to the identity of such parties. Client agrees to allow SGH to release to any Affected Parties the fact of SGH's engagement by the Client and any other information required to evaluate any potential conflict.

SGH's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to SGH by the Client and any Affected Parties, and by SGH's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of SGH's relationship with an Affected Party, and, provided such relationship with an Affected Party does not arise from SGH's willful disregard of a relationship with the Affected Party, SGH shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between SGH and an Affected Party. SGH does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. SGH disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against SGH arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, SGH will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. **INDEMNIFICATION** – SGH shall, subject to the limitation of liability contained in Section 13, indemnify the Client for any loss or damage caused solely by the professional negligence of SGH in performance of the services under this Agreement.

16. MISCELLANEOUS

Governing Law: The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

SGH Reliance: Unless otherwise specifically indicated in writing, SGH shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

Copyright Infringement Indemnification: To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless SGH from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with SGH's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by SGH.

Certifications: SGH shall not be required to sign any documents, no matter by whom requested, that would result in SGH's having to certify, guaranty, or warrant the existence of conditions that SGH cannot ascertain.

Payment: Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse SGH for all attorney's fees and costs related to collection of overdue payments.

Litigation: All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by SGH, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

Taxes: Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on SGH's net income. Client shall promptly pay SGH for any Taxes actually paid by SGH on behalf of Client, or which are required to be collected or paid by SGH. SGH may bill Client separately for such Taxes.