

Jeffrey Gulick | Timberwolf Restorations | PO Box 744 | Housatonic, MA 01236

Town of Stockbridge
50 Main Street
Stockbridge, MA 01262

September 9, 2021

Dear Mr. Canales,

Many thanks to you and Kate Fletcher for visiting my workshop. It was a pleasure sharing with you the progress on the fountain. Thank you as well for your guidance on requesting a change order and for considering this request.

Sincerest apologies for my delay in writing this letter. Your consideration of 20% of my original bid (approximately \$8,640 by my calculations) is most appreciated. I do wish to note for your awareness that my charges incurred - due to unforeseen damage to the fountain, resulting increased material costs, changing and increased shipping costs due to the COVID-19 pandemic - and necessary material costs to finish the fountain, alone total above the allotted 20%. This would not include the hours I require to complete the fountain to the Town's - and my - satisfaction. This is a situation I had not anticipated and sincerely wished to avoid; indeed, I have been stretching my original budget and contributing additional hours to make up for the unforeseen damages and increased material costs.

I have included in the attached my reasons for requesting a change order. My estimate of \$24,937.00 includes the material costs and my additional labor required to resolve unforeseen circumstances. I hope that these figures can be the basis for the Town's and the Committee's consideration.

Thank you once again for your generosity in considering my request. If there are any questions, please contact me at any time at 617-686-8659 or email at agulick@wellesley.edu. I look forward to hearing from you.

Best,

Jeffrey Gulick

Change Order Request

Description: Compared to the original contract, the requested change is to include an additional \$20,000 to accommodate unforeseen circumstances, increased material prices, and necessary additional labor.

Total Costs: \$25,237.00

- 18 x 5 gallon cathedral stone (\$299 each + shipping) = \$7000
- Crane and police detail to move statue back = \$2400
- 2 x 5 gallon pails of polyurethane rubber brush-on 35 = \$825 (including shipping)
- 10 x 50 pound bags of #1 moulding = \$230
- 6 x 1 pound of 1/2" diced fiberglass (\$19 each) = \$114
- Aluminum wire = \$82
- Aluminum tubing = \$215
- 2 x 1 quart Knifeable akemi (\$30 each) = \$60
- Sawyer's laundry bluing = \$11
- 288 additional labor hours = \$14,400

Statement:

The requested change is to accommodate several unanticipated requirements, mainly details requiring artistic imagination and significant attention, that have necessitated additional labor, time, and material. These details were unanticipated as they are not noticeable to viewers from the ground level and many have required my artistic imagination due to wear and tear on the fountain over the years. Until this point, I have worked on my original budget and input additional labor but the overwhelming damage to the fountain as well as increased material costs have necessitated that I ask for a change order.

Specific points supporting this request include:

- **Seams:** Invisible until viewed up close and in studio light, the fountain's seams must be tightened to allow for water renovation inside the pedestal. The original fountain used a mechanical apparatus with water pressure from the town reservoir to create the cat spray; the timing was when the cistern inside pedestal was full. The cistern maintains water at the pond level via the hole in the serpent's mouth and drains itself. This was all contained in the pedestal stone. **As the seams are constantly filling the cistern, the seams of the three parts of the pedestal must be as tight as possible.** Unfortunately, the original stone pedestal has broken and deteriorating seams, the serious degree of deterioration not visible until under studio light and therefore not accounted for in my original bid's material, labor, or time costs. Repairing the seams has necessitated **four** weeks of labor.
- **Pedestal Stone:** the pedestal stone has required intensive, time-consuming castings (seven) for the serpent's head and body, which have caused unforeseen time delays. In particular, the serpent's head and mouth could not be cast properly, its fins had eroded badly, and its jaw was partially broken. **These damages were only apparent upon close inspection in studio light and required that I make a rubber mould of the serpent's head and mouth as well as rebuild the serpent's jaw and parts of its mouth and tongue.** The trouble in casting the deteriorated serpent's head, mouth, and body required approximately 8-10 weeks of labor (double my estimated time) and 150lbs of additional plaster material.
- **Bird:** the bird required several castings and artistic imagination before a working copy of the wings could be assembled. Though I went to the Waterworks to cast the left wing, I had to assemble the wing from numerous castings of the right wing, particularly as the left wing is

tucked behind the right and against the wall. The left wing's feathers were behind bird and the left wing and shoulder were missing totally; these had to be cast from 40 year old duplicate. Given my difficulties in casting the bird's wings, I also sought to facilitate future ease of access to the bird by making the bird's right wing and head removable (which added 4-6 weeks of time and materials to my original estimate). The bird's head was also cast separately. Furthermore, I improved on previous attempts to restore the fountain by moving the background of the bird (which was not originally a clean casting); this enables tools to now fit behind the bird. The trouble in casting the bird's head and two wings required approximately 6-7 weeks (double my estimated time) and an additional 50lbs of plaster.

- **Panel-Side Flowers:** the panel-side flowers, on the access panel side, had several pieces missing and required that I carve in details using artistic imagination.
- **Additional Costs:** In addition to the increased material, labor, and time costs outlined above, my work on the fountain has suffered from other costs as well. For example, due to shifting start dates and ultimately starting late in winter (as opposed to earlier in the fall), our funds have been spent on a crane and a police detail for both transit to my studio and back to the town.
- **Future Costs:** Due to all of my unforeseen material, labor, and time costs, I am behind schedule and do not have enough resources for the cathedral stone. This material is made to replace carved elements on old buildings, much the same as we are doing now. It will cost more than I had estimated. It will take 16+ 5 gallon containers at 299 dollars each (not including shipping); this material is made to match the psi and color of the statue. At present, I am ready to fill the pedestal for a rubber mould but require the cathedral stone.



Town of Stockbridge

Jeffrey Gulick, Timberwolf Restorations
PO Box 744
Housatonic, MA 01236

September 14, 2021

Dear Mr. Gulick,

We very much appreciated seeing the progress that you have made on the Cat and Dog Fountain. We understand that some challenges have arisen with this project and would like to stress that the work we have seen thus far has been exceptional. We very much appreciate this and certainly value your ability and commitment to the fountains.

That said, there are legal matters that need to be considered, including, but not limited to the Commonwealth of Massachusetts procurement laws and the contract between parties. Chapter 30B, Section 13 from Massachusetts General Law has the most important distinctions. Here is the text of the law:

Chapter 30B, Section 13: Increase of services or supplies specified in contract

Section 13. The governmental body may increase the quantity of supplies or services or both specified in a contract provided:

- (1) the unit prices remain the same or less;***
- (2) the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the governmental body and is more economical and practical than awarding another contract;***
- (3) the parties agree to the increase in writing; and***
- (4) the increase in the total contract price does not exceed 25 per cent but a contract for the purchase of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and***
- (5) the governmental body, with the agreement of the contractor, may reduce the unit price for supplies or services or both specified in a contract to be paid by the governmental body at any time during the term of the contract or when an option to renew, extend or purchase is exercised.***

As you can see, section four (4) only allows us to increase the original contracted amount by 25%. The bid you submitted for the two fountains (the Cat and Dog Fountain and the Watering Trough) was \$42,500 and included \$700 for the Watering Trough, therefore we can only increase the contract by \$10,625.

With the requirements of Chapter 30B, Section 13, I cannot approve your requested change order. amount of \$25,337. I am willing bring the amount of \$10,625, a 25% increase from your original bid, forward for consideration by the Town and the Committee, but this amount will be contingent on the following factors.

Change Order Request

Description: Compared to the original contract, the requested change is to include an additional \$10,625. to accommodate unforeseen circumstances and increased material prices as designated below. All of these items will be paid upon receipt of the invoices associated with them. If costs are less than projected the remaining balance will be paid to you for your labor.

Total Costs: \$10,625

- 18 x 5-gallon cathedral stone (\$299 each + shipping) = \$7000
- 2 x 5-gallon pails of polyurethane rubber brush-on 35 = \$825 (including shipping)
- 6 x 1 pound of 1/2" diced fiberglass (\$19 each) = \$114
- Aluminum tubing = \$215
- 2 x 1-quart Knife able Akemi (\$30 each) = \$60
- Sawyer's laundry bluing = \$11
- Crane and police detail to move statue back - \$2400*

*I cannot approve a change order for the crane and police detail to move the statue back, estimated at \$2400, since that is not an unanticipated item but I will include in the amount held until that work is completed. We currently have invoice number #10 processed for payment leaving a remaining balance, \$381.89, to be paid to you for labor.

Name	Doing Business As	Address	Address 2	City	State	Zip	Check #	Vendor Cr/Warrant	Check Date	Amount
GULICK, JEFFREY	TIMBERWOLF RESTORATIONS	PO BOX 744	125 FRONT STREET	HOUSATONIC	MA	1236	37604	2526 VW37-21	12-Mar-21	\$ 3,074.66
GULICK, JEFFREY	TIMBERWOLF RESTORATIONS	PO BOX 744	125 FRONT STREET	HOUSATONIC	MA	1236	37643	2526 VW38-21	19-Mar-21	\$ 5,404.49
GULICK, JEFFREY	TIMBERWOLF RESTORATIONS	PO BOX 744	125 FRONT STREET	HOUSATONIC	MA	1236	37746	2526 VW41-21	9-Apr-21	\$ 4,158.77
GULICK, JEFFREY	TIMBERWOLF RESTORATIONS	PO BOX 744	125 FRONT STREET	HOUSATONIC	MA	1236	37823	2526 VW43-21	23-Apr-21	\$ 4,412.50
GULICK, JEFFREY	TIMBERWOLF RESTORATIONS	PO BOX 744	125 FRONT STREET	HOUSATONIC	MA	1236	50021	2526 VW45-21	7-May-21	\$ 4,825.00
GULICK, JEFFREY	TIMBERWOLF RESTORATIONS	PO BOX 744	125 FRONT STREET	HOUSATONIC	MA	1236	50097	2526 VW47-21	21-May-21	\$ 5,875.00
GULICK, JEFFREY	TIMBERWOLF RESTORATIONS	PO BOX 744	125 FRONT STREET	HOUSATONIC	MA	1236	50200	2526 VW50-21	11-Jun-21	\$ 4,125.00
GULICK, JEFFREY	TIMBERWOLF RESTORATIONS	PO BOX 744	125 FRONT STREET	HOUSATONIC	MA	1236	50350	2526 VW 53-21	30-Jun-21	\$ 3,267.69
GULICK, JEFFREY	TIMBERWOLF RESTORATIONS	PO BOX 744	125 FRONT STREET	HOUSATONIC	MA	1236	50539	2526 VW 05-22	7/30/2021	\$ 3,287.50
Total										
\$ 38,480.61										
Invoice #10										
\$ 4,387.50										
Grand Total										
\$ 42,818.11										
Bid										
\$ 43,200.00										
Remaining										
\$ 381.89										

I am also willing to extend the agreement to April of 2022 allowing for additional time to complete the work. Please feel free to contact me if you wish to discuss further.

Sincerely,



Michael J. Canales
Stockbridge Town Administrator
Email: TownAdministrator@stockbridge-ma.gov
Phone: 413-298-4170 ext 100