



LINCOLN PUBLIC SCHOOLS

BUCKNER M. CREEL
ADMINISTRATOR FOR BUSINESS AND FINANCE

July 3, 2011

To: Lincoln School Committee
Mickey Brandmeyer
From: Buckner Creel

Subject: Lincoln School – Budget and Contract Matters

The following budget and contract matters are submitted for your review and action:

1. Budget update. The status of the Feasibility Study budget as of June 30, 2011 follows:

Budget category	Original	Revised	Committed	Expended	Available
OPM	\$200,000	\$196,480	\$196,480	\$84,639	\$00
Architect & Engineer	\$400,000	\$397,000	\$397,000	\$78,600	\$00
Other Services	\$50,000	\$56,520	\$21,175	\$3,759	\$35,345
Total	\$650,000	\$650,000	\$614,655	\$166,997	\$35,345

2. Amendments to the OMR contract.

- Amendments #1 through 3 were approved by the School Committee at its meeting on March 23, 2011 and executed. The work is substantially complete.
- Amendment #4 will certain geotechnical investigations by drilling test borings to depths of 15 to 20 feet and analyzing the results. The work will be performed under the supervision of OMR, OMR's civil/site engineer, and will employ the services of Nobis Engineering. Four proposals from firms whose prior performance for either OMR or the Schools has been commendable. Nobis Engineering submitted the lowest proposal, and the OMR proposal for \$10,890 is attached.

The School Building Committee approved Amendment #4 at its meeting on June 28, 2011, and recommends that the School Committee amend the contract.

Recommendation: That the School vote to amend the OMR contract.

**CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 4**

WHEREAS, the Lincoln Public School Committee ("Owner") and OMR Architects, Inc. (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Lincoln School Project at the Lincoln School on January 19, 2011 (the "Contract"); and

WHEREAS, effective as of June 29, 2011 the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- The Owner hereby authorizes the Designer to perform the following additional services in accordance with Article 4, Section 11 and Article 8:

<u>Proposed Services</u>	<u>Amount</u>	<u>Sub consultant</u>
Preliminary Geotechnical Engineering	\$10,890	Nobis Engineering, Inc.
Proposed Additional Fee:	\$10,890	

- For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<u>Fee For Basic Services</u>	<u>Original Contract</u>	<u>Previous Amendments</u>	<u>Amount of This Amendment</u>	<u>After This Amendment</u>
Feasibility Study Phase	<u>\$131,000</u>	<u>\$21,175</u>	<u>\$10,890</u>	<u>\$163,065</u>
Schematic Design Phase	<u>\$266,000</u>	_____	_____	<u>\$266,000</u>
Design Development Phase	_____	_____	_____	_____
Construction Doc Phase	_____	_____	_____	_____
Bidding Phase	_____	_____	_____	_____
Construction Phase	_____	_____	_____	_____
Completion Phase	_____	_____	_____	_____
Total Fee	<u>\$397,000</u>	<u>\$21,175</u>	<u>\$10,890</u>	<u>\$429,065</u>

3. The Construction Budget shall be as follows:

Original Budget: \$0
Amended Budget \$0

4. The Project Schedule shall be as follows:

Original Schedule: No Change
Amended Schedule

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

Jennifer Glass
(print name)
Chair, Lincoln School Committee
(print title)
By _____
(signature)
Date _____

DESIGNER

Martin A. Kretsch
(print name)
Principal
(print title)
By Mart A Kretsch
(signature)
Date June 30, 2011

omr architects_{inc}

543 Massachusetts Ave, West Acton, MA 01720
www.omr-architects.com t: 978.264.0160

Proposal Request #4

Reference

Contract for Designer Services between the Lincoln Public School Committee and OMR Architects Inc. for the Lincoln School Project.

Scope of Work

Preliminary Phase Geotechnical Consulting services per the attached Nobis Engineering, Inc. proposal and scope of work dated 23 June 2011. This service is required in order to determine the subsurface conditions at the Ballfield Road site for continuing the development of building design alternatives. The scope includes the development of an initial program of subsurface investigation and a preliminary geotechnical engineering report. Additional geotechnical information may need to be obtained during the Design Development phase of the project when footing locations and the building design are further defined.

Proposed Lump Sum Fee

Preliminary Phase Geotechnical Consulting	\$ 9,900.00
OMR 10%	<u>\$ 990.00</u>
Total Proposed Lump Sum Fee	\$10,890.00

ARCHITECT
OMR Architects Inc.

Martín A. Kretsch

By: _____

Martin A. Kretsch, AIA, LEED AP, Principal
Printed Name and Title:

June 30, 2011

Date: _____



Engineering a Sustainable Future

Nobis Engineering, Inc. | New Hampshire | Massachusetts

June 23, 2011

File No. 5175

VIA E-MAIL

Jeanne Kuespert Roberts, AIA, Principal
OMR Architects
543 Massachusetts Avenue
West Acton, MA 01720
(978) 264-0160 x 252
jroberts@omr-architects.com

**Re: Proposal for Preliminary Geotechnical Engineering Services
Lincoln Public Schools
Lincoln, Massachusetts**

Dear Ms. Kuespert Roberts

Nobis Engineering Inc. (Nobis) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above-referenced project. This proposal has been prepared based on your e-mail dated June 17, 2011, our review of the scope of services, and the concept plans for three approaches.

PROJECT UNDERSTANDING

Nobis understands that your office has been retained to perform a feasibility study for renovations, and/or additions of the existing Lincoln Public School campus. The size and configuration of proposed additions or new school building have not been finalized. However, three approaches referred to as 3B, 4A and 5B will be further pursued as shown on the provided concept plans prepared by OMR Architects (OMR) and dated June 7, 2011. The structural engineer, Foley, Buhl & Roberts Associates (FBRA), has prepared a recommended scope of work for the preliminary geotechnical engineering services dated June 11, 2011.

Prior test boring logs dated August 2000 that were performed for a hydrogeologic evaluation at the campus indicate subsurface soils consisting primarily of medium dense to very dense sand overlying glacial till and bedrock. Groundwater was encountered at a depth varying from about 7 feet to greater than 10 feet below existing grade. However, the existing borings were performed several hundred feet away from the proposed building additions. Surficial geology maps also indicate the site is underlain by glacial deposits consisting of gravel, sand and silt. Former gravel pits were also shown on historic maps. At the northwest portion of the campus near the wetland other soil deposits maybe encountered including muck, peat, or silt.

OBJECTIVE AND SCOPE OF SERVICES

The objective of our services will be to perform a subsurface exploration program and conduct geotechnical analyses to prepare a Preliminary Geotechnical Report. We propose to complete the following scope of work to to meet these objectives:

Client-Focused, Employee-Owned

www.nobiseng.com

Nobis Engineering, Inc.
18 Chenell Drive
Concord, NH 03301
T (603) 224-4182

Nobis Engineering, Inc.
585 Middlesex Street
Lowell, MA 01851
T (978) 683-0891

June 23, 2011**Task 1: Review of Existing Site Information and Project Coordination**

Nobis will review available test boring information and construction drawings for the existing buildings, USGS maps and/or studies (recent and historic topographic maps, bedrock geology maps, surficial geology maps, hydrogeologic maps and hydrogeologic/water supply studies), National Resource Conservation Service (NRCS) or U.S. Soil Conservation Service (SCS) soil maps, if readily available.

Task 2: Subsurface Explorations

We will pre-mark the proposed boring locations in the field and notify DigSafe at least 72 hours prior to the exploration work to request utility clearance. Private utility locating services and surveying are not included in our scope of work and budget estimate. Nobis will prepare a brief Health and Safety Plan (HASP) and procure subcontractors to perform the proposed scope.

We will retain and coordinate with a drilling subcontractor to drill up to seven (7) borings at the site. For budget purposes we have assumed a total of two days of drilling will be required. Based on the anticipated subsurface conditions we assume that borings drilled to a depth of 15 to 20 feet below existing grades will be adequate to obtain sufficient subsurface information for geotechnical analyses. Two or three of the borings will be located to evaluate the potential of unsuitable soils near the wetlands. Borings will be extended to suitable bearing strata, in the event soft or cohesive soils are encountered at the assumed drilling depths. Boring will not be terminated in unsuitable bearing soils. If unsuitable bearing soils are encountered at depth, we will notify your office, if a change in drilling scope appears warranted.

Nobis will observe and log the subsurface conditions encountered in the test borings. Ground elevations at exploration locations will be estimated by interpolation between contours on an existing conditions survey provided to Nobis by others. Up to two temporary overburden piezometers will be installed within the boreholes. The piezometers will be installed during the first day of drilling. Groundwater levels will be measured in the piezometers on the second day of drilling, after a 24-hour equilibration time. Geotechnical laboratory testing will be completed to assist with classifying the soils and determining their engineering properties in support of engineering analyses. We have included a testing allowance for up to 2 grain size analyses.

Task 3: Geotechnical Engineering Report

Nobis will evaluate the subsurface data at the site with respect to building foundation design and earthwork required for the proposed construction. The results of our investigations will be summarized in a preliminary geotechnical engineering report that will describe the exploration program, subsurface conditions encountered, and our interpretations as well as geotechnical engineering recommendations for the Site. Recommendations will be pertaining to foundation type, allowable bearing capacity, lateral earth pressures, groundwater control, perimeter and underslab drainage, foundation frost protection, total and differential settlements, liquefaction susceptibility, soil seismic response, foundation subgrade preparation, reuse of on-site soil, and construction phase recommendations including fill and compaction. We will include exploration logs and an exploration location plan in the report. We plan to submit an electronic copy of the report in PDF format only. We also included costs to participate in a kick-off meeting at the site and one project team meeting to review our geotechnical recommendations via a conference call.

June 23, 2011**BUDGET**

Our estimated fee for the scope items, as described above is **\$9,900.00**. The fees for our services will be billed on a lump sum and percentage completed basis. Our budget is based on our current understanding of the project requirements and judgment of the time necessary to complete the scope of work as set forth above. Successful completion of the project can be influenced by changes in the scope of services as dictated by your needs, as well as unforeseen conditions. We will keep you informed as to the budget status as the work progresses. Changes that may require adjusting the scope of services and budget will be reviewed with you for authorization prior to being implemented.

LIMITATIONS AND ASSUMPTIONS

Our estimated cost is based on the following assumptions:

- Subsurface investigation can be performed during two (2) days of drilling;
- Boring locations are accessible with a truck-mounted drill rig;
- Shallow spread footing foundations will be suitable for building support and evaluation for deep foundations or ground improvements is not included in the scope of work and project budget.
- Rates are based on work being completed by December 31, 2011.

SCHEDULE

Nobis is prepared to begin work upon receipt of an executed agreement. We anticipate that we will work collaboratively with OMR Architects, Foley, Buhl & Roberts, and other members of the project team to provide deliverables in a timely and responsive manner as needed. We estimate that the geotechnical report can be submitted within approximately 15 working days after receiving an executed agreement.

TERMS & CONDITIONS

We will perform these services in accordance with the attached Terms and Conditions. Please note that Article 12.0 of our Terms and Conditions includes a "Limitation of Liability" clause by which you agree to limit our liability for any damages arising out of our professional negligence to \$50,000 or our fees, whichever is greater. You may request an increase to this limitation by making the request in writing and by paying an additional fee. This proposal is valid for 30 days from the date of issue. Our payment terms are net 30 days.

Thank you for the opportunity to be of service. We look forward to providing you these geotechnical engineering services. Should you require additional information, please contact us.

Sincerely,

NOBIS ENGINEERING, INC.



Kurtis Amidon, P.E.
Senior Project Manager



Kurt Jelinek, P.E.
Senior Project Manager

Attachments: Terms and Conditions

June 23, 2011

ACCEPTANCE

This proposal is hereby accepted by OMR Architects as evidenced by the signature below, and such a person so executing the same on behalf of OMR Architects does hereby warrant full authority to act for, in the name of, and on behalf of OMR Architects. This proposed contract is valid for 30 days from the date of issue.

Signature _____
for OMR Architects

Date _____

Title _____

Please indicate your acceptance by signing and returning one copy of this proposal.

This proposal is considered intellectual property of Nobis Engineering, Inc. and shall not be used by any other person without express written permission of Nobis Engineering, Inc.