



# LINCOLN PUBLIC SCHOOLS

BUCKNER M. CREEL  
ADMINISTRATOR FOR BUSINESS AND FINANCE

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September 18, 2012

To: Becky McFall, Superintendent  
School Committee  
From: Buck Creel

Subject: Proposed Capital project list – FY14 CapCom project process

The Administration proposes one maintenance and one capital project for consideration by the School Committee for submission to the Capital Planning Committee (CapCom).

**Annual Classroom Rehabilitation and Preventive Maintenance Program -- \$50,000.** The Lincoln Campus has benefitted tremendously from the annual classroom rehab project. A similar maintenance program for FY14 could consist of:

- \$35,000 for classroom renewal. Typical projects might include:
  - Replace carpet with tile
  - Repaint classrooms, hallways and offices
  - Replace chalk blackboards with white marker boards.
  - Replace shades and blinds along with several small projects
- \$15,000 for preventive maintenance tasks. Typical projects might include:
  - Replace 1 of remaining 6 Univents in Hartwell
  - Rebuild HVAC components, including circulating pumps and exchangers
  - Perform major repairs/service on boilers
  - Replace plumbing

Should the Lincoln School project be approved by the Special Town Meeting, we will still have to operate the Brooks and Smith Buildings as they currently are through the summer of 2014, and the Smith Building through the summer of 2015. It is reasonable to assume that some items will require continued maintenance or replacement. The administrators will ensure that only critical repairs are made in the affected Lincoln School Buildings, conserving the Classroom Rehab amounts if possible. Should the Lincoln School project fail to be approved, we must continue to provide maintenance at the same level until an alternative project is conceived and developed.

**Replace Wooden Window Curtain Walls and Insulate Masonry Walls, Hartwell Building Phase 1 -- \$105,000** – The window curtain walls in the Hartwell Building were constructed 50 years ago, of wood and glass, and rest on uninsulated brick part-walls. This project would replace the wooden curtain walls with metal framed walls containing new energy efficient double pane windows, similar in appearance to the east wall replaced in the summer of 2007. During the replacement the brick part walls would receive

insulation. The total project cost is estimated to be \$440,000. Phase 1 would consist of a design effort followed by replacement of the west curtain wall as a proof of concept. Phase 2 would replace the curtain walls on the south side of the building, and Phase 3 would replace the curtain walls on the north side. The administration feels this is an important project, but does not want to embark on this effort without performing a proper engineering effort which would also produce a more detailed cost estimate for phases 2 and 3.

**Discussion.** This project was submitted by the School Committee and approved by the CapCom and the Town Meeting for the FY10 budget. We selected a design agent and were ready to award the design when the Town financial picture changed. Cancelling the warrant for this project was one of the adjustments made at the Special Town Meeting in the fall of 2009. As a stop-gap measure, we repainted the wooden curtain walls and fascia in the summer of 2008 with the hope of slowing the rate of decay.

Recent events have raised the urgency of this work. A leak in the OT-PT room next to the Hartwell MPR pointed out that the 1950s wooden framing continues to experience rotting.



What we thought was a leak in the lower framing was actually caused by extensive rot in the sill at the bottom of the window, allowing water to leak down into the wall cavity and out into the room.

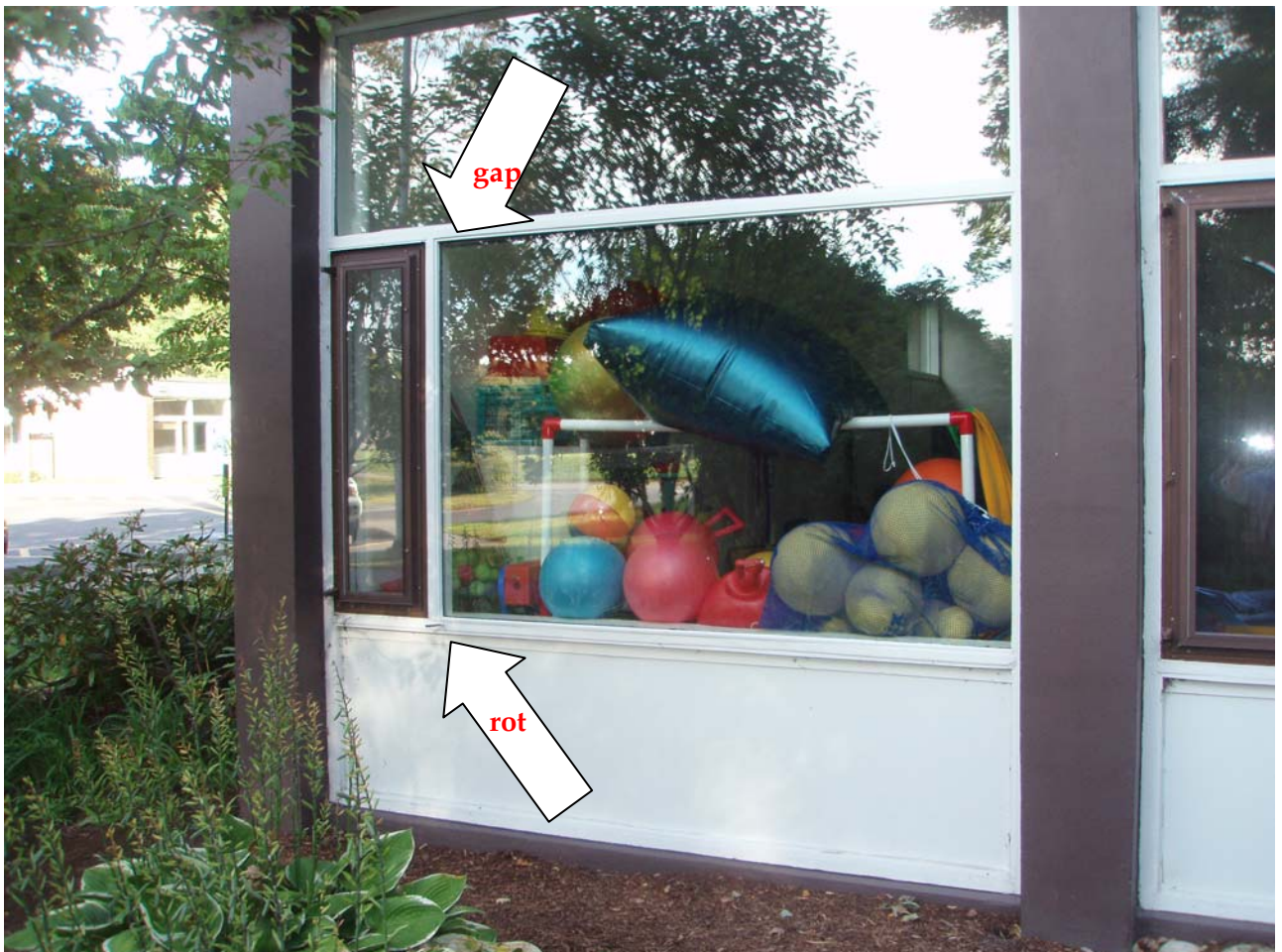


Facing the immediate need for repair, the district will replace this portion of the curtain wall with a metal framed wall containing an energy efficient window, instead of wood framing. This reactive approach, replacing sections of the curtain wall in a piecemeal fashion, is not cost-effective. We decided to revive the FY10 Hartwell Curtain Wall project in an effort to get out ahead of the problem.

Going around the corner to the west end of the Hartwell Building revealed a similar problem, shown in the photos on the next two pages. The sill under one of the two lower large windows in the OT-PT room has rotted. This rotting allowed the corner of the window to slip down, creating a gap at the top. While we can make a stop-gap repair, replacing only this section with a metal structure will detract from the building appearance.

**Recommendation.** Attached are CapCom project sheets for these two projects. The administration recommends submitting them for consideration in the FY14 Capital Program.









# FY14 CAPITAL FUNDING REQUEST

Priority #???: 1



Date:	18-Sep-12
Department:	Lincoln Public Schools
Submitting Official:	Rebecca McFall
Capital Expense Name	Annual Classroom Rehabilitation and Preventive Maintenance Program
Was this expense projected as part of 25 year plan? (Y/N)	N
Project Costs and offsets:	\$50,000
Projected Useful Life (Years):	5-10
Estimated Trade-in value:	\$0
Estimated Rebate value:	

Note: Complete financial summary and attach written estimate from qualified vendor.

Expenditure Description:	<p>The Lincoln Campus has benefitted tremendously from the annual classroom rehab project. A similar maintenance program for FY14 could consist of:</p> <ul style="list-style-type: none"> <li>o \$35,000 for classroom renewal. Typical projects might include: <ul style="list-style-type: none"> <li><input type="checkbox"/> Replace carpet with tile</li> <li><input type="checkbox"/> Repaint classrooms, hallways and offices</li> <li><input type="checkbox"/> Replace chalk blackboards with white marker boards.</li> <li><input type="checkbox"/> Replace shades and blinds along with several small projects</li> </ul> </li> <li>o \$15,000 for preventive maintenance tasks. Typical projects might include: <ul style="list-style-type: none"> <li><input type="checkbox"/> Replace 1 of remaining 6 Univerts in Hartwell</li> <li><input type="checkbox"/> Rebuild HVAC components, including circulating pumps and exchangers</li> <li><input type="checkbox"/> Perform major repairs/service on boilers</li> <li><input type="checkbox"/> Replace plumbing</li> </ul> </li> </ul> <p>The exact projects vary with the annual requirements.</p>
Purpose and/or Benefit: (Does expenditure address a mandatory or discretionary requirement? If discretionary, does the acquisition relate to an existing or a new service?)	<p>The expenditure addresses maintenance situations which occur during the year. In light of the on-going MSBA project development process, the School administration has directed the Facilities staff to perform only the most essential projects necessary for the safe and proper functioning of the educational programs. We have committed projects funds to the upkeep of the Reed Gym, the Hartwell complex and other areas which will not be completely renovated in the MSBA-approved option.</p>

Key Assumptions: (What are the key cost and revenue assumptions of this request?)	<p>Should the Lincoln School project be approved by the Special Town Meeting, we will still have to operate the Brooks and Smith Buildings as they currently are through the summer of 2014, and the Smith Building through the summer of 2015. It is reasonable to assume that some items will require continued maintenance or replacement. The administrators will ensure that only critical repairs are made in the affected Lincoln School Buildings, conserving the Classroom Rehab amounts if possible. Should the Lincoln School project fail to be approved, we must continue to provide maintenance at the same level until an alternative project is conceived and developed.</p>
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Project Success Metrics: (What will a successful outcome of the expenditure result in? How will it be measured?)	Description of Metric	Benefit Owner
List up to Four (4) success metrics	1 Improved operations	School Committee & CapCom budgets
	2 Increased occupant comfort	Occupants
	3	
	4	

Key Interdependencies: (What will be the staff or operating budget impacts of this request?)	Description of Interdependencies
	Minor facilities deficiencies will not be repaired, impacting educational programs.

Have CPA funds been requested? (Y/N): N

REQUIRED: provide a one page narrative of status of FY13 requests, including any issues with procurement or implementation and any successes to date.

## Capital Fund Request, Expenditure Summary

1

Capital Expense Name:	Annual Classroom Rehabilitation and Preventive Maintenance Program
Priority #???:	1

	Year 1	Year 2	Year 3	Year 4	Year 5
<b><u>COSTS / INVESTMENT</u></b>					
Base Capital Investment	\$50,000				
Incremental Capital investment					
<b>Total: Incremental Investment Spend</b>					
Ongoing Business Support Spend					
Ongoing Systems Support Spend					
<b>Total: Ongoing Support Spend</b>					
Total Business Spend					
Total Systems Spend					
Capital offset ( Rebate & Trade-in)					
<b>Total: Capital Spend / Investment</b>	<b>\$50,000</b>		<b>\$0</b>	<b>\$0</b>	
<b><u>BENEFITS</u></b>					
Reduction in Costs					
Reduction in Systems Costs					
<b>Total: Cost Reduction</b>					
Costs Avoided					
Systems Costs Avoided					
<b>Total: Costs Avoidance</b>					
<b>Total Benefits: (Cost Reduction, Cost Avoidance)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL: Capital and Benefits</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

# FY14 CAPITAL FUNDING REQUEST

Priority #???: 2



Date:	18-Sep-12
Department:	Lincoln Public Schools
Submitting Official:	Rebecca McFall
Capital Expense Name	Replace Wooden Window Curtain Walls and Insulate Masonry Walls, Hartwell, Phase 1
Was this expense projected as part of 25 year plan? (Y/N)	N
Project Costs and offsets:	Phase 1 -- \$105,000
Projected Useful Life (Years):	50
Estimated Trade-in value:	\$0
Estimated Rebate value:	Unsure, but likely \$0

Note: Complete financial summary and attach written estimate from qualified vendor.

Expenditure Description:	<p>The wooden curtain walls in the Hartwell Building are the original wood framing installed 60 years ago. The walls have no insulation, with a combination of first-generation double glazed and single-pane windows. The project would, over a three-year period:</p> <ul style="list-style-type: none"> <li>• Replace the wooden curtain walls with a metal frame and insulated panel system, similar to that installed in 2007 to replace the east curtain wall. State-of-the-art insulated windows would be installed, and the operating casement windows would be replaced with an updated version containing double-glazed panes.</li> <li>• As the wooden window walls are removed, the hollow cavity between the brick veneer and the interior framing will be filled with insulation to conserve even more energy through this project.</li> <li>• Phasing is chosen as four classrooms are used for summer programs. <ul style="list-style-type: none"> <li>• Phase 1 would consist of a design effort followed by replacement of the west curtain wall as a proof of concept.</li> <li>• Phase 2 would replace the curtain walls along the south side of the building</li> <li>• Phase 3 would replace the curtain walls along the north side of the building</li> </ul> </li> </ul>
<b>Purpose and/or Benefit:</b> (Does expenditure address a mandatory or discretionary requirement? If discretionary, does the acquisition relate to an existing or a new service?)	<p>The expenditure addresses a deferred maintenance situation. Rotting wood framing near the main entry door was identified through interior leaking in August 2012, and will be replaced in FY13 using other funds. Another section of rotted wood framing was identified in the west curtain wall. Continued deferral will result in incremental repairs; the repairs should be with a low-maintenance metal frame and insulated panel system. It makes little long-term sense to replace rotting wood with new wood requiring periodic repainting and maintenance in the future. Incremental repairs with the proper wall system are more expensive than a well-engineered, comprehensive project.</p> <p>The School administration considers the replacement of leaking, rotted curtain walls a mandatory requirement. At some level the rotting will advance to a point where the large windows will not be securely retained, creating the potential for occupant safety issues.</p>

<b>Key Assumptions:</b> (What are the key cost and revenue assumptions of this request?)	<p>The Master Plan Study resulted in a number of recommendations for significant projects, and the Hartwell Building is part of a larger community use study as well. One outcome of the study is a recommendation of no significant change in use for the Hartwell Building; it will continue to be a mix of pre-school and school administration support space. About one-third of the upper floor was partially renovated when Magic Garden began the lease of space for a pre-school program, and the boiler was replaced. The building needs a series of renovation projects to retain its value and continue operation in an energy-efficient and code-compliant manner for the next generation. The magnitude of the repairs needed is insufficient to attract the attention of the Mass School Building Authority, so the District would like to continue a renewal process using Town funding. Finally, the School administration assumes that, without this project, the wooden exterior curtain walls will continue to deteriorate, eventually becoming incapable of performing their designed function, which will affect educational programs and potentially endanger the occupants. Energy will continue to be wasted through an inefficient exterior building skin.</p>
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Project Success Metrics: (What will a successful outcome of the expenditure result in? How will it be measured?)	Description of Metric	Benefit Owner
List up to Four (4) success metrics	1 Reduced maintenance cost	School Committee & CapCom budgets
	2 Increased energy efficiency	School Committee budget
	3 Increased occupant comfort	Occupants
	4	

Key Interdependencies: (What will be the staff or operating budget impacts of this request?)	Description of Interdependencies
	Without this project, we expect to begin a process of incremental replacement of sections of the curtain wall as the wooden framing continues to rot. Executing this proposed project will avoid those incremental repairs, so maintenance funds may be diverted to other pressing needs.

Have CPA funds been requested? (Y/N): N

REQUIRED: provide a one page narrative of status of FY13 requests, including any issues with procurement or implementation and any successes to date.



## Capital Fund Request, Expenditure Summary

2

Capital Expense Name:	Wooden Window Curtain Walls and Insulate Masonry Walls, Hartwell, A
Priority #???:	2

	Year 1	Year 2	Year 3	Year 4	Year 5
<b><u>COSTS / INVESTMENT</u></b>					
Base Capital Investment	\$105,000				
Incremental Capital investment			\$165,000	\$170,000	
<b>Total: Incremental Investment Spend</b>					
Ongoing Business Support Spend					
Ongoing Systems Support Spend					
<b>Total: Ongoing Support Spend</b>					
Total Business Spend					
Total Systems Spend					
Capital offset ( Rebate & Trade-in)					
<b>Total: Capital Spend / Investment</b>	<b>\$105,000</b>		<b>\$165,000</b>	<b>\$170,000</b>	
<b><u>BENEFITS</u></b>					
Reduction in Costs (avoided maintenance)	-\$10,000	-\$5,000	-\$7,000	-\$10,000	
Reduction in Systems Costs					
<b>Total: Cost Reduction</b>					
Costs Avoided (repainting)				-\$25,000	
Systems Costs Avoided					
<b>Total: Costs Avoidance</b>					
<b>Total Benefits: (Cost Reduction, Cost Avoidance)</b>	<b>-\$10,000</b>	<b>-\$5,000</b>	<b>-\$7,000</b>	<b>-\$35,000</b>	<b>\$0</b>
<b>TOTAL: Capital and Benefits</b>	<b>\$95,000</b>	<b>-\$5,000</b>	<b>\$158,000</b>	<b>\$135,000</b>	<b>\$0</b>

# Lincoln Public Schools FY14 Capital Plan

18-Sep-12

## Hartwell Curtain Wall Project -- Initial Estimate

estimate for per sq ft installed = \$ 85

item	length	height	sq ft	cost extension	Phase 1	Phase 2	Phase 3
total surface area (sf) to be replaced			4,240				
2nd floor south	252	7	1764	\$ 149,940		\$ 149,940	
2nd floor north	252	7	1764	\$ 149,940			\$ 149,940
1st floor west & misc			712	\$ 60,520	\$ 60,520	\$ -	
construction subtotal =				\$ 360,400			
total project design fee @ 10% =				\$ 36,040	\$ 36,040	\$ -	
contingency @ 7% =				\$ -		\$ 7,497	\$ 7,497
contingency @ 5% =				\$ 18,020	\$ 4,828		
Escalation =						\$ 4,723	\$ 11,021
total project cost =				\$ 414,460	\$ 101,388	\$ 162,160	\$ 168,458
<b>say</b>				<b>\$ 440,000</b>	<b>\$ 105,000</b>	<b>\$ 165,000</b>	<b>\$ 170,000</b>



**Russo Barr Associates, Inc.**  
33 Center Street, 2<sup>nd</sup> Floor  
Burlington, MA 01803  
781-273-1537 tel  
781-273-1695 fax

September 19, 2012

Mr. Buckner Creel, PE  
Administrator for Business and Finance  
Lincoln Public Schools  
School Business Office  
2<sup>nd</sup> Floor Hartwell Building  
Ballfield Road  
Lincoln, MA 01773

Re: Proposed Contract: Designer Services for  
Curtainwall Replacement Project  
Hartwell Building  
Lincoln, Massachusetts

Mr. Creel:

Pursuant to our recent discussion and in conjunction with your request, we are pleased to submit our proposal for Designer Services for the subject project. Russo Barr Associates, Inc. shall provide to the Town of Lincoln, MA the required Designer Services, which shall include investigation, design development, final construction documents including project specifications, bid documents, bidding services, and construction period services.

### **Scope of Construction Work**

The existing curtain walls at the Hartwell Building are believed to be the original structure dating from 1953 and consist of an uninsulated wood framing system with minimal insulated glazing, and operable casement windows with storm windows. The wooden framing has outlived its useful life, and significant maintenance is required. Previous projects have included the east wall, which was replaced with an insulated storefront system in 2007, and the doors, which were replaced in 2008. The area of the remaining wooden curtain walls is reported to be approximately 4,240 SF. Utilizing a unit replacement cost of \$85/SF to \$90/SF yields an estimated construction cost of \$360,400 to \$381,600. As the project evolves we will provide an updated estimated construction cost.

### **Designer Scope of Services**

We shall provide designer services pertaining to the above referenced scope of construction work, from Investigation through Project Close-Out as follows:

#### **Investigation/Preliminary Design Phase:**

1. Participate in a project start up meeting with all involved parties to discuss the project scope, commence with obtaining all pertinent project related information (plans, specifications, correspondences, reports, warranty information, leak history, etc.), review the project schedule and to determine the procedure for visiting the site.
2. Detailed review of all available pertinent project-related information including previous studies, architectural/structural drawings and specifications, and as-built drawings from previous projects.



3. Perform on-site investigative and in-house analysis services. These services will include the following:
  - Conduct a thorough on-site review of conditions relating to the project. Work is to include field measuring of the curtain wall system openings and adjacent/perimeter construction materials to ensure design of proper installation and fit of a new curtain wall system with watertight construction. Testing of potential hazardous materials contained within the curtain wall system (sealant and paint) will also be performed.
  - Analyze all applicable codes and regulations, including any special design standards supplied by Town representatives.
  - Perform repair/replacement material product option review.
  - Perform construction cost estimates for the various repair material product options.
4. Provide a preliminary design report submission documenting the results of our investigation. The report will include recommendations for repair and replacement, product options, priorities and construction cost estimates. The report will contain the following:
  - Observations of all existing conditions noted.
  - Photographic documentation of existing conditions and deficiencies.
  - Schematic plans and details indicating existing system.
  - Potential design alternatives.
  - Construction cost estimates for the various design alternatives.
  - Proposed bidding and construction schedule.
6. Participate in a meeting with the involved parties to review the Preliminary Design Submission Report and to establish the agreed upon project scope of work. Subsequent to the meeting we will proceed ahead and finalize the Final Design which will incorporate the agreed upon project scope of work.

Construction Document Phase:

1. Prepare complete construction documents for bid in accordance with Massachusetts Public Procurement procedures, regulations, and laws. The construction documents that we will provide shall include the following: Division 1-General Requirements, Technical Specifications (Division 2-Division 16 as required), plan(s) and detail drawings. Specifications will be in Construction Specification Institute (CSI) format. Building elevations and detail drawings will be produced utilizing AutoCAD.

The following bidding and contract forms shall be also provided: invitation to bid, bid form, contract forms, supplementary general conditions, supplements to contract forms (minimum prevailing wage rates, contractor application for payment forms, contractor certification, tax compliance forms, etc.).

2. Provide an updated construction cost estimate and project milestone schedule.

3. Attend a meeting with the client to review the final design construction documents, the construction cost estimate, the project milestone schedule, and the construction sequence schedule.

Bidding Phase:

1. Prepare Central Register notice and newspaper advertisements.
2. Schedule, attend and document an on-site prebid meeting with representatives of the Owner and prospective bidders to review the proposed projects and answer questions.
3. Provide clarifications and issue written questions and answers during the bid process including preparing and issuing addendum(s) as required.
4. Attend the bid opening. Review the bidders bid amounts, qualifications and check references; all in an effort to determine the responsible and eligible bidder. Prepare a recommendation letter for contract award to the responsible and eligible bidder.

Construction Administration Phase:

1. Project Commencement – Prepare the contract between Owner and Contractor. Chair pre-construction meeting to review applicable items including contracts, submittal procedures, construction sequence schedule, subcontractors list, project superintendent, set up and disposal locations, emergency phone numbers, change order procedures, etc. Meeting minutes will be generated and distributed by Designer.
2. Project Administration - Review project-related submittals and shop drawings. Review contractor payment requisition forms. Review change order requests. Issue any necessary clarifications to the specifications and detail drawings, during construction.
3. Project Site Visits - Provide periodic site visits during construction to observe the construction and review job progress. During each site visit, the work progress will be reviewed in an effort to become generally familiar with the progress and quantities of the work and to determine in general if the work is proceeding in accordance with the contract documents. A construction meeting with all involved parties will also be held during the site visits (meeting minutes will be generated and distributed). Punchlist will be issued and reviewed for completion.
4. Project Closeout - All contractor supplied final closeout paperwork will be reviewed (final application for payment, warranties, maintenance manuals, and as-built drawings) to assess completeness.

### **Anticipated Project Milestone Schedule**

The construction is expected to occur during Fiscal Year 2014. Following is a preliminary milestone schedule illustrating the estimated timeline for each phase of work. As the project evolves the milestone schedule will be updated.

Investigation/Preliminary Design Phase .....	3 to 4 weeks
Construction Documents Phase .....	3 to 4 weeks
Bidding Phase.....	2 to 3 weeks
Construction Phase .....	5 to 6 weeks

### **Cost of Services**

We will provide the referenced Basic Designer Services (Investigation/Preliminary Design Phase, Construction Document Phase, Bidding Phase, and Construction Administration Phase) for a Basic Services Fee of **\$33,000 plus reimbursable expenses**. The following is a schedule of fees broken down by phases.

Investigation/Preliminary Design Phase .....	\$ 12,000.00
Construction Documents Phase .....	\$ 9,000.00
Bidding Phase .....	\$ 4,000.00
Construction Administration Phase.....	\$ 8,000.00

### **Terms and Conditions**

The Basic Services Fees are based upon the scope of services and the anticipated milestone schedule, and includes the cost of all salaries, sales tax, insurances, travel costs, photograph costs, referenced hazardous material testing costs, and investigation/preliminary design submission reproduction costs.

The Basic Services Fees includes producing and providing one (1) original set of professional engineer stamped 100% final design construction bid documents to the Owner; the Designer is responsible for coordinating the reproduction of such documents and the Owner is responsible for the associated reproduction costs (cost plus 10% mark-up).

The Basic Services Fees includes producing and providing the information relative to newspaper advertising for the bidding phase; the Owner is responsible for coordinating the placement of such advertisement and the associated costs.

The Basic Services Fees do not include any Designer costs related to any of the following conditions: (1) structural deficiencies; (2) code related deficiencies; (3) mold infiltration; and (4) hazardous materials. If any of these conditions are found to exist and additional Designer Services are required, we will provide such for mutually agreed upon additional compensation.

The Basic Services Fees includes one (1) preconstruction meeting (to be conducted on-site) and five (5) site visits during construction. If the anticipated construction period is increased, an additional fee may be required, as additional construction administration services may be necessary. If additional construction administration services are required, we will provide such as requested by the Owner. The Owner will approve additional construction administration/observation services in advance.

Owner shall provide adequate access to the site, building exterior and interiors. We will not perform nor subcontract demolition or repair work under this Agreement, and we shall not be responsible for any damage to building or contents resulting from our work.



It is understood that all pertinent project related information that the Owner has available will be made available to us by the Owner.

Invoices are processed on a percent completed basis and are issued monthly. Invoices are due and payable within thirty days.

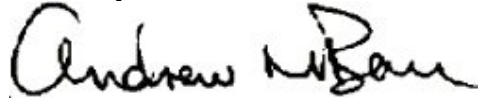
Unless otherwise provided for hereinbefore, the attached "Russo Barr Associates, Inc. General Terms and Conditions" are incorporated herein by reference and shall be considered a part of this agreement. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Nothing contained herein shall obligate the undersigned to prepare for, or to appear in litigation on behalf of the Owner or to undertake additional work on matters not included here, except in consideration of additional compensation mutually agreed upon. We will perform additional Designer Services for mutually agreed upon additional compensation.

Endorsement of this Agreement and the return of one (1) copy to this office will be sufficient authorization for us to proceed with the work involved.

We appreciate your consideration of our capabilities and look forward to continuing our relationship with the Town of Lincoln.

Sincerely,



Andrew N. Barr, PE  
Principal

ACCEPTED: Town of Lincoln, MA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Russo Barr Associates, Inc. General Terms and Conditions

### 1. ABSENCE OF WARRANTY/STANDARD OF CARE

All services of ENGINEER and its subsidiaries, independent professional associates, subconsultants and subcontractors will be performed in a reasonable and prudent manner in accordance with the generally accepted engineering practice at the time said services are performed. All estimates, recommendations, opinions and decisions of the ENGINEER will be on the basis of the information available to the ENGINEER and the ENGINEER's experience, technical qualifications and professional judgment.

There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, express or implied, with respect to any service performed or materials provided under this Agreement.

### 2. INVOICES

Invoices will be submitted periodically (customarily on a monthly basis), and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of one (1.0) percent per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, the ENGINEER may, after giving seven days written notice to OWNER, suspend services without liability until the OWNER has paid in full all amounts due the ENGINEER on account of services rendered and expenses incurred, including interest on past-due invoices. Payment of invoices is not subject to discounting by OWNER. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between the ENGINEER and OWNER and OWNER shall be responsible for all reasonable costs of collection, including reasonable attorney fees.

Fixed cost invoices will be submitted showing percent complete. Time and Material invoices will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by OWNER, documentation will be provided and the cost of providing such documentation, including labor and copying costs, will be paid by OWNER.

### 3. PAYMENT

Where payment is based on a cost reimbursement (i.e., hourly rates, time-and-material, direct personnel expense, or per-diem) basis, the following provisions shall apply:

- a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging the services done at the ENGINEER's office(s) is one-half hour. When applicable, purchase or rental charges will be applied to the Project to cover the cost of pilot-scale facilities or specialized equipment apparatus, instrumentation, or other technical machinery. Analyses performed in the ENGINEER's or a subconsultant's laboratories will be billed on a unit-cost-per-analysis basis unless specified otherwise in the Proposal.
- b. Expenses properly chargeable shall include: travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing, and reproduction costs; professional and technical subcontractors/subconsultants; identifiable drafting and stenographic supplies; computer time and software; and expendable materials and supplies purchased specifically for the Project. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to ENGINEER's compensation. A ten percent (10%) handling and administrative charge will be added to those foregoing items which are purchased from outside sources.

### 4. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute the ENGINEER's estimate to perform the services required to complete the Project. For projects involving conceptual or process development work, 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. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required to perform the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the OWNER's failure to provide specified facilities or information, or if ENGINEER's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption or for any other cause beyond the reasonable control of the ENGINEER. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the accompanying Proposal.

### 5. INFORMATION FURNISHED BY OWNER

OWNER will assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. ENGINEER shall have no liability for any claims attributable to ENGINEER's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by OWNER, and OWNER agrees to indemnify and hold harmless ENGINEER from any and all claims and judgments, and all losses, costs and expenses arising therefrom. ENGINEER shall disclose to OWNER, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by OWNER to ENGINEER that ENGINEER discovers in its review and inspection thereof.

### 6. OPINION OF PROBABLE COSTS

ENGINEER will furnish an opinion of probable project development cost based on present day 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 ENGINEER hereunder will be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's judgment as an experienced and qualified design professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or Contractor's methods of determining prices.

### 7. CONSTRUCTION REPRESENTATION

If required by the Proposal, ENGINEER will furnish Construction Representation according to the defined scope for these services. ENGINEER will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, ENGINEER will endeavor to protect OWNER against defects and deficiencies in the work of Contractors; ENGINEER will report any observed deficiencies to OWNER; however, it is understood that ENGINEER does not guarantee the Contractor's performance, nor is ENGINEER responsible for the supervision of the Contractor's operations and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. ENGINEER shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If OWNER designates a person to serve in the capacity of Resident Project Representative who is not an ENGINEER's employee or ENGINEER's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.

### 8. TERMINATION

No termination of this Project by the OWNER shall be effective unless seven days written notice of intent to terminate, together with the reasons and details therefore, has been received by a principal or officer of the ENGINEER and an opportunity for consultation has been given. A final invoice will be calculated following receipt of such termination notice and the elapse of the seven day period (the effective date of termination).

Either the ENGINEER or OWNER may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The final invoice will include all services and expenses associated with the Project up to the effective date of termination. An equitable adjustment shall

be made to provide for termination settlement costs the ENGINEER incurs relating to commitments which had become firm before termination and for a reasonable profit for services performed.

**9. LIMITATION OF LIABILITY**

Notwithstanding any other provision of these General Terms and Conditions to the contrary, the ENGINEER's liability to the OWNER for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including the ENGINEER's professional negligence, strict liability, breach of contract or breach of warranty, shall not exceed the greater of \$20,000 or the contract payment hereunder. For good and valuable consideration received, OWNER hereby releases the ENGINEER from any liability above such amount and such amount shall be the sole and exclusive remedy available to OWNER. In no event shall ENGINEER be liable for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation of other equipment or systems.

**10. INSURANCE**

The ENGINEER agrees to purchase at its own expense, Worker's Compensation, Professional Liability and General Liability Insurance and will, upon request, furnish insurance certificates to OWNER. ENGINEER agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available from carriers acceptable to the ENGINEER) provided the premiums for additional insurance are reimbursed by OWNER.

**11. INDEMNIFICATION**

ENGINEER shall, subject to the limitation of liability contained in Section 10, indemnify the OWNER for any loss or damage solely caused by the professional negligence of the ENGINEER in performance of the services under this Proposal or any related Agreement.

With respect to claims, damages, losses and expenses which are related to hazardous waste sampling, disposal or cleanup or other environmental liability resulting from the actual or alleged generation, transportation, storage, or disposal of pollutants by ENGINEER or the ENGINEER arranging for the transportation, storage or disposal of pollutants "pollutants" meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and waste materials to be recycled, reconditioned or reclaimed), and to the extent said services are not covered by the insurance maintained by the ENGINEER, OWNER, for good and valuable consideration received shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the ENGINEER and its employees, independent professional associates, subconsultants and subcontractors from and against all such claims, damages, losses, and expenses arising out of or resulting from the performance of the ENGINEER's services under this Agreement including, but not limited to, the ENGINEER's professional negligence.

**12. DISPUTE SERVICES**

If ENGINEER's personnel are called or subpoenaed for depositions, examination or court appearances in any dispute arising out of the Project, ENGINEER shall be reimbursed on a time and material basis in accordance with ENGINEER's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

**13. CONFIDENTIALITY**

The ENGINEER shall maintain as confidential and not disclose to others without OWNER's prior written consent, all information obtained from OWNER, not otherwise previously known to the ENGINEER or in the public domain, as OWNER expressly designates in writing to be "CONFIDENTIAL". The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of the ENGINEER; (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential; or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

**14. REUSE OF DOCUMENTS**

All documents, including Reports, Electronic Media, Drawings and Specifications, prepared or furnished by ENGINEER and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a

particular Project and the ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by OWNER, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than OWNER.

Any reuse or disbursement to third parties without written verification or project-specific adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to ENGINEER or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, OWNER shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the ENGINEER 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. If it is necessary to distribute any documents to an unrelated third party, both the third party and OWNER agree:

- 1) the third party is bound by all of the conditions and limitations of this Agreement and related documents;
- 2) the third party is bound by all limitations of liability or indemnity provisions; and,
- 3) the limitation of liability set forth in Section 9 is an aggregate limit and the Owner does not have the right or duty to apportion the limitation amount between itself and the third party.

Any verification or project-specific adaptation by ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by OWNER and the ENGINEER.

**15. CONTROLLING AGREEMENT**

This Agreement and the accompanying Proposal constitute the full and complete agreement of the parties and may only be amended, added to, superseded or waived if both parties specifically state in writing that it is an amendment of this Agreement.

To the extent they are inconsistent or contradictory, the express terms of the accompanying Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of the Uniform Commercial Code.

Any terms and conditions set forth in OWNER's purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under the Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by the ENGINEER. The ENGINEER's acknowledgment of receipt of any purchase order, requisition, notice or authorization, or the ENGINEER's performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

If any of these General Terms and Conditions 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.

**16. SUCCESSORS AND ASSIGNMENTS**

OWNER and ENGINEER, and each of their respective partners, successors, executors, administrators, and legal representatives, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither the OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such



ENGINEER (INITIAL) Andrew Barr DATE 2/6/12  
OWNER (INITIAL) \_\_\_\_\_ DATE \_\_\_\_\_

independent associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

**17. PROPRIETARY DATA**

The technical and pricing information contained in the accompanying Proposal or related Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of ENGINEER.

**18. DISCLOSURE RIGHTS**

OWNER agrees that ENGINEER has authority to use its name as a client and a general description of the project as a reference for other prospective clients.

**19. GOVERNING LAW**

This Agreement is to be governed by and construed in accordance with the law of the principal place of business of ENGINEER.



**TOWN OF LINCOLN**  
MIDDLESEX COUNTY MASSACHUSETTS

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Anita M. Scheipers  
Assistant Town Administrator

LINCOLN TOWN OFFICES  
16 Lincoln Road, P.O. Box 6353  
Lincoln, MA 01773  
Phone: 781-259-2603  
Fax: 781-259-1677  
scheipersa@lincolntown.org

August 20, 2012

Dear Town Department:

As you know, the Capital Planning Committee develops recommendations for Town Meeting regarding capital projects including: a) All proposed real estate acquisitions that have a cost over \$15,000, and b) All proposed capital projects that have a useful life of at least five years and a cost of over \$15,000.

Since the last capital planning cycle, however, the Capital Planning Committee ("CapCom") has gone through some changes in both the makeup of the committee membership and in the authority established by the new bylaw. While the main charge of the Committee continues to be that of providing an organized and thoughtful method by which the Town's current and future capital needs are identified and planned, the Committee has given great thought as to the criteria to be used to evaluate each request, and what information is necessary to complete such evaluations.

Attached you will find: a) updated instructions for completion of the FY14 forms, b) the budget definitions and thresholds, c) the revised (two sheet) form to be used to submit your department's FY14 Capital requests, d) a SAMPLE (two sheet) form filled out for a hypothetical vehicle purchase (to be used as guidance documents), e) the standard five-year plan form, and f) the CPC eligibility definitions.

Since CapCom has determined they need a stronger base of information from departments in order to fully consider each request on its own merit, as well as to develop priorities amongst all of the town-wide requests submitted each fiscal year, the new form is meant to draw out from you the types of information the CapCom feels they need to evaluate proposals. You will see that in addition to some revised narrative detail questions, there is a request to provide more information regarding upfront costs and ongoing costs associated with each request.

To assist you in understanding how the new forms are intended to be filled out, I have set a session for **Wed. August 29<sup>th</sup> at 10am**, to meet with any department in the Hartwell MPR. During this session we will review the forms, discuss the intent of the questions included on the forms, and work together to fill out a sample submittal. If you are unable to attend this session, please contact me and we will determine an alternate time to meet.

**This year, all FY13 Capital Project requests and other required backup information should be submitted to me for the CapCom by September 24<sup>th</sup>.** Please note the following requirements of your submittals:

- Please get the signoff of Michael Haines, the Facilities Manager, for any facilities related requests.

- Please attach recent written estimates to back the cost of each requested item.
- Please provide an updated 5 year Capital Plan using the standard form (attached).
- Please provide information as to any possible capital requests which you foresee needs to be identified in the new 25 year plan. It is understood that little detail may be available at this time for items that are more than 5 years in the future, but please provide as much information as you have available at this time. This information should be provided in an attached sheet using a bulleted format for each item.
- Each department submitting an FY14 capital request must also submit a brief written summary of the status of each of the requests funded by the FY13 Capital process. This summary should include details as to the status of the purchase or project, as well as information about any complications encountered and resulting modifications required in the process.
- Please identify any project for which you are also requesting Community Preservation funds. It is the intention of the CapCom to develop a coordinated schedule with the CPC to ensure applications are appropriately considered.

The CapCom looks forward to working with you as the capital planning process evolves and appreciates your cooperation. Please let me know if you have any questions.

Sincerely,

Anita M. Scheipers  
Assistant Town Administrator



## FY 2014 CAPITAL EXPENDITURE DESCRIPTION

### INSTRUCTIONS

These instructions will assist department heads in filling out the new "Capital Funding Request" form. **Please view the attached sample to be used as a guidance document.**

Fill out one form for each request. **THE FORM IS FOR FY14 REQUESTS ONLY!** Supporting materials (such as written estimates) **are required to be attached to the form.** Please type or print all information clearly.

**Form Submittal Deadline is 9/24/2012!**

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1. Project Priority: Explain how you decided which project was more/less important than other projects proposed by your department for the same year. (Refer to the 'Purpose Section' above if necessary). Complete the 'Priority' section at the top of the Capital Expenditure Detail Form (i.e., 2 of 4 if this project is the second most important of four projects for your department in a particular fiscal year).
  2. Project Name: Insert brief name.
  3. Part of 25 Year Plan?: Was this request previously covered in the draft 25 year plan? If not sure, contact Anita.
  4. Project Cost: State the total estimated cost of the project and state other factors that might affect future prices – MINUS any trade-in value or rebate. **Copies of written contractor or supplier estimates are REQUIRED.**
  5. Useful Life: State the expected "useful" life of the equipment, building, or improvement/repair.
  6. Trade-In value: Please insert value and provide written estimate of trade-in value of item being disposed of.
  7. Description: Briefly describe the proposed project/expenditure.
  8. Project Purpose and Benefit: Please describe what the purpose of the expenditure will be. Be sure to describe how old equipment will be disposed of – if applicable.
  9. Key Assumptions: What are the assumptions used in determining the need, value and cost of the expenditure. State the impact of delaying the proposal by explaining how it will affect the services provided by the department.
  10. Project Success Metrics: What goals will be achieved through the funding of this request. Who or what will benefit as an outcome?
  11. Key Interdependencies: List what the staff or operating budget impacts will be for this expenditure.
  12. CPA Funds: Have you applied for CPA funds for this item?
  13. FY13 Funding Status: Please attached a one page narrative which details the status of each project or purchase funded in FY13.
  14. 25 Year Plan Updates: We are in the process of creating a form to use to submit edits to the 25 year plan; but until that is ready, please simply attach a one page summary of any new items you wish to have added to the listing.

## CAPITAL EXPENDITURE - SUMMARY

DEPARTMENT/BOARD \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ / \_\_\_\_\_  
DAY EVENING

EMAIL: \_\_\_\_\_

Proposed Capital Project	Priority No.	FY 2014	Priority No.	FY 2015	Priority No.	FY2016	Priority No.	FY2017	Priority No.	FY2018
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[1]

[2]

[3]

[4]

[5]

[6]

**Mandate of the Community Preservation Committee:**

The community preservation committee shall make recommendations to the legislative body

- For the acquisition, creation and preservation of open space;
- For the acquisition, preservation, rehabilitation and restoration of historic resources;
- For the acquisition, preservation, and preservation of land for recreational use;
- For the creation, preservation and support of community housing; and
- For the rehabilitation or restoration of open space, land for recreational use and community housing that is acquired or created as provided in this section.

**Definitions:**

**“Historic resources”** - a building, structure, vessel or real property that is listed or eligible for listing on the state register of historic places or has been determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of a city or town.

**“Acquire”** – obtain by gift, purchase, devise, grant, rental, rental purchase, lease or otherwise.

**“Preservation”** – protection of personal or real property from injury, harm or destruction, but not including maintenance.

**“Maintenance”** – the upkeep of real or personal property.

**“Rehabilitation”** - the remodeling, reconstruction and making extraordinary repairs to historic resources for the purpose of making such historic resources functional for their intended use, including but not limited to improvements to comply with the Americans with Disabilities Act or other federal, state or local building or access codes. With respect to historic resources, rehabilitation shall have the additional meaning of work to comply with the Standards for Rehabilitation stated in the United States Secretary of the Interior’s Standards for the Treatment of Historic Properties codified in 36 C.F.R. Part 68.

Note: “Restoration” is not defined in the CPA.

## **Budget Definitions and Thresholds**

### Capital Item (\$15,000 and above)

Defined as “tangible assets with a useful life of at least five (5) years, valued at \$15,000 or more. This definition captures autos, trucks, fire apparatus, equipment (including data processing), infrastructure (roads, paths, drainage, etc.), major building alterations, and new construction. These projects are reviewed first by the Capital Planning Committee, which then makes a recommendation to the Selectmen and Finance Committee. When approved, each item appears as a separate article on the town meeting warrant.

### Miscellaneous Equipment and Projects (\$5,000 - \$14,999)

Includes smaller requests for projects and equipment. Unless small items can be grouped as one large purchase, these items are not reviewed by the Capital Planning Committee – they are instead submitted to the Selectmen and Finance Committee at the same time operating budgets are submitted. The intent in creating this separate category was to allow the Capital Planning Committee to focus their attention on larger projects and needs.

### Building/Facility Maintenance

Building enhancements and maintenance items are defined as investments in existing buildings and facilities intended to (1) preserve structural integrity, or (2) keep mechanical systems in good operating condition, or (3) maintain reasonable appearance. Individual building maintenance items are consolidated in a single account known as a building maintenance account. The account is developed and managed by the Facilities Director for school and all town buildings except for the Library and Water Department.

If you are a department head responsible for a town building, please contact the Facilities Director to discuss maintenance projects needed for your building.