

- Purpose: Affordable Housing
 Historic Preservation
 Conservation/Open Space
 Recreation

**Town of Lincoln, Massachusetts
 Community Preservation Committee
 Project Submission Form**

Requests received by October 11, 2006 will be considered for recommendation at the March 2007 Town Meeting.

Project Name: TOWN BUILDING ASSESSMENT

Submitted by: TIMOTHY HIGGINS Submission Date: 1/22/07
 TOWN ADMINISTRATOR

Address, Phone, E-mail:

781-259-2600

Town Committee or Organization (if applicable): _____

Brief description of the project: 1) PEER REVIEW OF THE AUG 2006 MCGWILEY KALSOVA ASSOC. BUILDING NEEDS ANALYSIS TO DETERMINE BEST SEQUENCING OF IDENTIFIED PROJECTS AND CONFIRMATION OF ACCURATE CONSTRUCTION COSTS FOR EACH. 2) PROGRAMTIC REVIEW OF BOTH TOWN OFFICES BUILDINGS AND BEMIS HALL TO ENSURE IDENTIFIED PROJECTS DO NOT PROHIBIT BETTER UTILIZATION OF THE BUILDINGS IN THE FUTURE

Time frame for completion of the project:

OCT 2007.

How does this project help preserve Lincoln's character or further its mission?

What are your funding requirements for this project? SEE ATTACHED .

Fiscal Year	Implementation Costs	Maintenance Costs	Total Costs	Other Funding Sources (and \$ amount)	CPC Funds Requested
2007					
2008	\$ 25,000				
2009					
Total	\$ 25,000				

Continued on next page

For CPC Use:
 Received on: 1/23/07

Received by: _____

Determination: _____
 Reviewed on: 1/1

2008-8

Please provide information regarding anticipated future funding requests from the Community Preservation Fund

Proposed Project	FY2008 Funds	FY2009 Funds	FY2010 Funds	FY2011 Funds	FY2012 Funds
TOWN BUILDING ASSESSMENT	25 000				

PLEASE ATTACH SUPPORTING DOCUMENTS OR OTHER INFORMATION

GUIDELINES FOR SUBMISSION

1. Is the project consistent with Lincoln's vision, and its Housing, Open Space and Recreation Plans, and other planning documents that have received town-wide review and input.
2. Does the project have the support of relevant town committees or organizations. (e.g. Conservation Commission, Recreation Committee, Historic Commission, Housing Commission, etc.).
3. Does the project help preserve threatened resources or currently owned town assets.
4. Does the project serve multiple needs and populations.
5. Does the project serve a population that is currently underserved.
6. Feasibility: We will pay special attention to whether the project can realistically be accomplished within the time frame and budget that is proposed.
7. Urgency: We will be interested to know the impact of a delay in initiating this project.

Please keep in mind also that there are legal limitations on the uses of CPA funds. If you have any doubt about your project's eligibility, please submit it so we have the opportunity to review it. Thank you.

- The Community Preservation Committee

**Please submit 10 copies of your application to Tim Higgins, Town Administrator,
on or before October 11, 2006.**

MISSION STATEMENT OF THE COMMUNITY PRESERVATION COMMITTEE

In alignment with the Town of Lincoln's Vision Statement, the Community Preservation Committee mission is to:

- Preserve Lincoln's historic resources and structures;
- Preserve and enhance Lincoln's open space for both conservation and recreation; and
- Preserve and increase Lincoln's affordable housing in order to foster economic, racial/ethnic and age diversity among its citizenry.

**Town Building Assessment Budget
FY2008**

Project Task	Estimated Cost
Peer Review of MK&A Report	\$ 6,000
Basic Programatic Review of Town Offices Building	\$ 8,000
Basic Programatic Review of Benis Hall	\$ 8,000
Contigency	\$ 3,000
Total:	<u>\$ 25,000</u>

BECHTEL FRANK ERICKSON.....
A R C H I T E C T S1840 MASSACHUSETTS AVENUE
LEXINGTON, MA 02420
781 / 862-3313
781 / 862-7733 fax

5 December 2006

Ms. Anita M. Scheipers
Assistant Town Administrator
Town of Lincoln
16 Lincoln Road
P.O. Box 6353
Lincoln, MA 01773-6363

Re: Town of Lincoln Building Assessment
Proposal for Design Services

Dear Ms. Scheipers,

It is with great pleasure that *Bechtel Frank Erickson Architects* submits a proposal for the following design needs: (1) to review the Town of Lincoln Building Needs Assessment report as a peer review, (2) to prepare a feasibility study including programming and architectural schematics for renovation and perhaps an addition to the Town Hall in Lincoln, Massachusetts. During this first phase, the project will involve gaining a thorough understanding of the report prepared by McGinley Kalsow & Associates, LLP in August 2006. We would review the findings and comment on recommendations which would include proposed construction costs, as well as the packaging of different projects outlined. The goal is to assist the Town Administrator in identifying funding necessary for the Town owned buildings in a logical way that can be approved by the Town of Lincoln as a whole. In the second phase, we would begin an intensive programming phase to define the current deficiencies of the Town Hall and identify future needs. We would look to improve on any issue identified in the Assessment Report. We would develop a defined program of new spaces envisioned for the Building and prepare architectural schematic design drawings to respond to the program. We would prepare presentation quality materials to be used for explaining the project to the community. The documents would also serve to develop preliminary construction budgets. The project objectives as described to us would consist of the following:

I. Peer review of Building Needs Assessment Report

Tasks: Review the August 2006 report and comment in written form to the Town Administrator as to the concurrence or disagreement with issues stated. Provide two sessions with the Town Administrator and appropriate staff to discuss findings and strategies identified by our office. For the strategy, we would work out ideas for bundling

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BECHTEL FRANK ERICKSON

Town of Lincoln Proposal

5 December 2006

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the different projects for the various buildings in ways that would be most economical to the Town of Lincoln.

2. Program Development

Tasks: Lead a number of user meetings with appropriate persons at Town Hall to discuss current deficiencies, develop program for the new addition, discuss, review vision for better utilization of the building. The end product will be to provide a detailed program for preliminary design.

3. Conceptual Design Alternatives

Tasks: Develop space use options for Town Hall including renovation and/or addition, meet with Owners to review preliminary findings and discuss options.

4. Presentation Preparation

Tasks: Prepare rendered documents for use by the Town of Lincoln. These would include colored plans. The documents would be sufficient for a consultant to prepare a preliminary budget price. The documents would not include any engineering design work: mechanical, electrical, structural, or fire protection. Unit costs based on current construction bids would be utilized to determine a construction budget.

As the full extent of documents is not yet clear, Bechtel Frank Erickson Architects proposes working on an hourly rate as described here. The hourly rates are as follows: Principal Architect time at \$125/hr, Senior Architect time at \$95/hr, Junior Architect time at \$75/hr, Administrative Assistant time at \$65/hr. Invoices would be prepared monthly with a not to exceed limit identified for each phase allowing the Town to select, menu style, what tasks to undertake. The fees for each phase would be as follows: Phase 1 - \$5,500, Phase 2 - \$7,000, Phase 3 - \$12,500, Phase 4 - \$10,000. We have attached our Terms and Conditions letter for a more detail view of the project particulars at this point.

Additional items may be added to the scope and proposed budget if requested by the Town of Lincoln. We are adding these here as optional additional services, should you choose to expand our role in this phase. As the projects become better defined we would develop fees for the menu of tasks requested. These include:

1. Preparation of a site model with proposed expansion and studies
2. Schematic Design Engineering services (mechanical, plumbing, electrical, fire protection and structural)
3. Participation at Community Hearings
4. Full measurements of the existing Town Hall (if existing conditions not available from Owner)

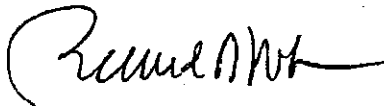
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5. Interior Design services including development of preliminary furniture and fixed equipment specifications

Fees are based on the following hourly rates: Partner @ \$125/hr, Senior Architect @ \$105/hr., Junior Architect @ 95\$/hr., Intern Architect @ \$65/hr. If this proposal meets with your satisfaction, please sign both copies and return one to our office. Upon receipt, we are prepared to commence work immediately with your Team. In advance, we thank you for your consideration of our firm to meet your planning and design needs. We look forward to working with you on this exciting project.

Very Truly Yours,
BECHTEL FRANK ERICKSON ARCHITECTS, INC.



Gerard D. Frank, AIA
President
W/attachment

Approved:

For the Town of Lincoln, Massachusetts

OWNER - ARCHITECT TERMS AND CONDITIONS

of the agreement between the Architect,
BECHTEL FRANK ERICKSON ARCHITECTS, INC.

and the Town of Lincoln, Massachusetts

Date: 5 December 2006

Project: Town Building Assessment & Feasibility Study

1. **PAYMENTS** are due within 30 days after rendering of monthly invoices, unless otherwise agreed. Unpaid invoices shall bear interest at two points above the Bank of America prime rate, and the Architect shall be entitled to reimbursement of all collection costs, including legal fees. The Architect shall also be entitled to suspend services if payment is overdue.

2. **ADDITIONAL SERVICES.** For services performed at the Owner's request which are outside of the Scope of Services described in the attached letter, the Architect shall be compensated in accordance with the rates set forth therein, but such compensation shall not be included within any maximum or upset stated in the letter.

3. **REIMBURSABLE EXPENSES.** In addition to the Architect's compensation, he/she shall be reimbursed 1.15 times the cost of travel, printing copies of documents for the Owner's use, long distance telephone, consultants engaged by the architect at the Owner's request, and fees paid by the Architect to government authorities directly in connection with the project, if any.

4. **TERMINATION.** The Letter Agreement between the Owner and the Architect may be terminated by either party in case of substantial breach by the other, upon seven (7) day's written notice.

5. **ARBITRATION.** All claims, disputes, and other matters in question arising out of or relating to this Agreement of the breach thereof shall be finally decided by binding arbitration in Boston, Massachusetts in accordance with the Construction Industry Rules of the American Arbitration Association the obtaining unless the parties mutually agree otherwise. No demand for arbitration shall be made after the date when institution of a civil action based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

6. **OWNERSHIP AND USE OF DOCUMENTS.** Drawings, specifications, and other documents produced by the Architect are instruments of service, and the originals thereof and the copyright therein shall remain the property of the Architect. The Owner may use such documents for the

construction of the Project only after payment to the Architect for having produced them, and subject to the following conditions: (a) the Owner shall not elaborate, change, or incorporate the documents into documents prepared by anyone other than the Architect, or permit such elaboration, change or incorporation without the Architect's consent; (b) if the Owner proceeds to construct the Project without engaging the Architect for customary Construction Phase services, such construction will be at the Owner's sole risk, and the Owner will release and hold harmless the Architect from all responsibility in connection therewith.

7. **ESTIMATES.** The Architect has no control over construction costs or contractors' prices. Any cost estimates are made by him/her on the basis of his/her experience judgment as a design professional, but he cannot and does not guarantee that contractors' proposals, bids, or costs will not vary from those estimates.

8. **OWNER'S RESPONSIBILITIES.** The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Architect with all existing information relating to the Project, which the Architect may request. The Architect shall be entitled to rely upon the completeness and accuracy of such services and information or services as expeditiously as necessary for the orderly performance of the Work.

9. **ARCHITECTS ROLE DURING CONSTRUCTION.** If requested by the Owner to perform Construction Phase services, the Architect shall endeavor to guard the Owner against defects and deficiencies in the work of the Contractor, but it is understood that the Contractor, not the Architect, is responsible for the construction on the Project and the Architect is not responsible for the acts or omissions of any contractor or subcontractor, or for the failure of any of them to carry out their contractual duties and responsibilities.

10. **LIMITATION OF LIABILITY.** Neither the Architect, the Architect's Consultants, nor their agents or employees shall be jointly, severally or individually liable to the owner in excess of the compensation to be paid pursuant to this agreement or of Fifty Thousand dollars (\$50,000.), whichever is greater, by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

11. **MISCELLANEOUS PROVISIONS.** This Agreement represents the complete and integrated agreement between the parties, supersedes all prior agreements, may be amended only in writing, and is binding upon the parties, their successors, assigns, and legal representatives. This Agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Massachusetts.

John Koenig

From: Scheipers, Anita [scheipersa@lincolntown.org]
Sent: Wednesday, February 07, 2007 3:03 PM
To: jlk@mkmllegal.com
Cc: Higgins, Timothy S.
Subject: FW: Community Preservation Committee

John,

We met with the particular firm of Bechtel Frank Erickson for the purposes of determining an estimate only. They were highly recommended by a Lincoln resident who used them for similar type work at an MIT facility. Tim and I reviewed their estimate breakdown and determined some portions of the work described were not necessary for our purposes; thus the revised estimate. I also slightly increased the numbers to allow some increase for FY08 dollars and added a contingency amount for extras that may be determined necessary when work begins. The programatic review cost provided for Town Offices was simply doubled to also add similar level of review for Bemis Hall.

I should note that if this is approved, we would use an RFP or RFQ process to seek qualified proposers.

Hope this answers ypour questions.

Feel free to request more clarification if needed.

REgards,

Anita Scheipers

-----Original Message-----

From: Higgins, Timothy S.
Sent: Wednesday, February 07, 2007 2:11 PM
To: Scheipers, Anita
Subject: FW: Community Preservation Committee

Anita:

Would you please call John to provide clarification.

-----Original Message-----

From: John Koenig [mailto:jlk@mkmllegal.com]
Sent: Wednesday, February 07, 2007 12:23 PM
To: Higgins, Timothy S.
Subject: Community Preservation Committee

Tim:

In anticipation of our meeting next Monday, would you clarify some items in your proposal relating to Town Building Assessment. In particular:

Please clarify the budget breakdown with reference to the proposal from Bechtel Frank Erickson. It looks like you tracked some of their 4 phases, and duplicated one phase to add in Bemis, but the dollar amounts are not exact.

Also, why BFE, and did you look to anyone else to provide this service.

If it would be easier to discuss this by phone. Let me know when is a good time for you.

2/8/2007

Yours,

John L. Koenig
McNamara Koenig & McCarthy, PC
65 William Street
Wellesley, MA 02481
781-431-1700 x24

RESPONSE TO JOHN KOENIG'S QUESTIONS

Q. Why is the request so late? The assessment report was filed in August. Is it only now that action is being contemplated for the upcoming year?

A. The final decision to request CPC funds for the additional review was made in early December – shortly after the meeting at which Anita advised the CPC that Tim was considering this funding request. Tim did not want to move ahead with the request until he was sure that seeking this additional level of review was the most appropriate action to take, and to fully evaluate the potential impacts of not taking this action. Tim had been in communication with the CPA Committee Chair several time over December and January prior to his submitting the actual application on Jan 23rd.

Q. According the MK&A report (& from what we can see for ourselves), town offices has a number of structural deficiencies -- access, fire code, vault storage, HVAC, inefficient space utilization, etc. What do they hope to accomplish with this project, especially the "programmatic review" part? Is there a clearly felt need to reconfigure/add space?

A. It appears as though the term "programmatic review" was not the best to use to describe the additional level of review we are seeking. We are not intending to conduct a true programmatic review of any building at this time. We are looking to gain two levels of review in this consulting process.

1) We hope that the "peer review" of the MK&A building needs analysis will help us confirm the recommendations made by MK&A, as well as to assist the Town in making decisions about timing, sequencing, and cost estimates of the various projects that are proposed. While the MK&A report provided some sense of priority of projects, it did not take into consideration the concept of best utilization of time and funds when planning these various projects. Tim and I do not have the qualifications to make such decisions about the accuracy of cost estimates, or the best sequencing or combining of projects. This information is necessary to adequately move ahead with Capital planning for these town facilities.

2) The additional level of review is suggested for only the Town Offices and Bemis Hall. This review would look help us ensure that the "short term needs" listed in the MK&A report are considered and addressed in a manner that takes into account the potential of the long term building usage needs. If suggested modifications are required to a building structure to meet reasonable public needs, these projects should be considered in such a way that potential future modifications or additions are not complicated by the short term work completed. At this time we are unsure what future needs may be for the Town Offices building and for Bemis Hall. Because there are several large projects recommended both these building, we feel careful thought needs to be given to the potential that these projects may impact the future ability of the buildings to meet future needs. Tim and I both feel we do not have the ability to make adequate decisions on these issues. Having a level of review that helps determine the impacts of taking one route over another will ensure that when these large projects are moved forward, we understand the impacts they will have on future use of the buildings.

Q. Will this cover just Town of Lincoln functions or will agencies such as RLF also be included?

A. Consideration will be given to Town of Lincoln functions only.

Q. I can understand the desire not to proceed with work that would have to be removed or redone at a later stage of construction. However, some thought must already be underway regarding what might be anticipated? Is serious thought being given to an addition?

A. As explained above there is no serious thought being given to an addition to any building at this time. However, if you look at the Town Offices building, you will see we have a serious issue of our stair wells not meeting fire code. Being a life-safety issue, this problem must be addressed sooner rather than later. The stair wells must be enclosed; but we also have the issue of a public building that is not handicapped accessible. If we go to the expense of enclosing the stair wells, does it make sense to install the elevator in one of these stairwell areas at that time? How would enclosure, and/or installation of an elevator impact the ability to add an addition to the building at a later date if needed. Tim and I are not qualified to make those decisions. This type of information is needed to adequately move ahead with the necessary Capital planning for these buildings.

Q. Is the peer review of the MK&A report to be of the entire report and all the structures? ~~Or just Town Offices & Bemis Hall?~~

A. The peer review will be for the full MK&A report, but the additional level of review as described above will be for the Town Offices building and for Bemis Hall only. To some minor degree programmatic needs will be considered – such as additional meeting space, record storage space and parking at the Town Offices. For Bemis Hall, additional meeting space and parking might be considered. But these needs will be considered only in the context to ensuring that the “short term” needs outlined by the MK&A report are conducted in such a way as to not complicate the future needs either facility might have.

Q. Bemis Hall: It would seem the greatest problem identified in the MK&A report at Bemis was the need for a new roof. Other improvements/repairs have been recently made. Is there really a need for a "programmatic review" of Bemis?

A. As explained above, it is not our intent to conduct a true programmatic review. My apologies for having used a misleading term. We look to have qualified insight to the issue of ensuring that the “short term” needs outlined by the MK&A report are conducted in such a way as to not complicate the future needs either facility might have.

Let me use a small example for Bemis Hall. The ladies restroom on the first floor is not HA compliant. While it is certainly usable, it does not fully meet code. To address the issue, the restroom would need to be enlarged somewhat, which would require likely reduction of the adjacent kitchen area. The kitchen area is highly used. How can the required modification be done to meet code without reducing usability of the facility? Before we can plan for remediation of such a problem, we need to consider the impacts and some alternatives.

Q. The only agency currently occupying Bemis is the COA. Is this an effort to identify specific program needs? Is thought being given to moving other departments/activities into this space?

A. There is no thought to moving other departments into this space. It should be noted, however, that we are being told by COA that they foresee that current usage of the programs by the public will likely lead to COA to outgrowing the facility. Part of the additional review may look at the potential for providing some short term relief to the

lack of meeting space at Bemis Hall, and how that might impact the projects already defines as being necessary by the MK&A report.

Q. It seems that a programmatic review of Town Offices would be more complex & costly than the equivalent one for Bemis Hall. Is this correct? Or is budgeting the same amount for both just a device of convenience?

A. There are more projects being recommended for the Town Offices building, and more competing interests of users, however just as careful consideration needs to be given to the various Bemis Hall projects as several of them have the potential for greatly impacting the historic qualities of that building.

Q. What are the program needs at each facility, their timing, and how might they relate to one another. Unless there is a plan to move some Town Hall centered activities to Bemis, it might be better to focus on Town Hall programs first. I would find it very helpful to learn something about the priorities.

A. Other than placing life-safety, code compliance issues which we feel should be scheduled ahead of the other recommended projects, no priority or timing has been established for any projects other than what is currently suggested by MK&A. Tim and I had initially attempted to establish such a schedule and priority, but felt it was inappropriate for unqualified persons to make such decisions.