



# LINCOLN PUBLIC SCHOOLS

MICHAEL F. BRANDMEYER  
SUPERINTENDENT

November 19, 2009

To: Lincoln School Committee  
Finance Committee  
From: Mickey Brandmeyer, Superintendent of Schools  
Re: Massachusetts School Building Authority Feasibility Study for Lincoln School

In the spring of 2006, the School Committee formed a Facilities Master Plan Study Committee (FMPSC) and charged it with developing a Facilities Master Plan for the maintenance and improvement of the Lincoln School campus. That fall, the School Committee hired Symmes Maini and McKee Associates (SMMA) to conduct a Master Plan Study. Over the course of the following year SMMA conducted assessments and evaluations of building systems, space needs, facilities use, enrollment projections and an educational programming visioning session which resulted in the a K-8 Master Plan Study Report which was submitted to the FMPSC in October 2007.

Highlights of the SMMA report included:

- ❑ The 1994 additions and minor renovations (the Link Project), did not touch a major portion of the Smith and Brooks buildings.
- ❑ Many of the existing building systems are nearing or at the end of their useful life and that the rate of deterioration is accelerating.
- ❑ The current school populations are not projected to increase significantly, however that could change under several scenarios for changes in the Town's demographics over the next decade.
- ❑ The building spaces as currently configured do not meet best practices for school programs, State specifications and guidelines, and federal ADA standards.
- ❑ As is the case in most public school systems in the Commonwealth, the Lincoln Public Schools have not practiced consistent predictive and preventative maintenance.
- ❑ Possible options for resolving the facilities issues were identified in the report.

The administration and School Committee began using the Facilities Master Plan report immediately to guide annual project proposals for Capital Planning Committee consideration and to begin a small scale predictive and preventative maintenance program. Following further study by the FMPSC it was determined that it would be in the best interest of the school department and Town to seek funding from the Massachusetts School Building Authority to support a larger scale project to address facilities issues on the Lincoln School campus.

In October 2008, the School Committee convened a multi-board meeting with the Selectmen, Finance Committee, Capital Planning Committee and representatives from the Town Administrative offices. At this meeting the School Committee presented the findings of the SMMA report and requested the support and endorsement of the Town's leadership for the development and submission of a Statement of Interest to the Massachusetts School Building Authority (MSBA). This is the first step in seeking state funding for building projects. The Selectmen and School Committee voted to submit the SOI and the administration did so on November 15, 2008.

Based on the information presented in the SOI the MSBA sent a Senior Study Team to Lincoln in June 2009 to verify the issues highlighted in the SOI. In September 2009, the MSBA Board voted to invite Lincoln to participate in the Feasibility Study Phase to assess need and develop options to resolve the school building issues.

On November 13<sup>th</sup> the district participated in a conference call with the MSBA to discuss the process and to better understand the requirements for participation in the study. A summary of key issues relating to timeline, funding, scope and next steps follows:

1. In general, an MSBA funds project consists of two phases, each requires separate votes and appropriations:
  - a. Phase 1: feasibility study to schematic drawings
  - b. Phase 2: design to completed construction
2. MSBA will use the SMMA report as a foundation for planning the scope of the feasibility study. We have forwarded another copy of the SMMA Report to MSBA.
3. The scope and cost of Phase 1 (Feasibility Study) is generally based on 15% to 20% of 10% of potential construction costs. Since we have completed the SMMA study we may be able to budget at the lower range (15%). Very rough projections for Phase 1 from the MSBA using a project cost of \$30M to \$40M would be \$450,000 to \$600,000. These amounts include funding for hiring an Owner's Project Manager (OPM) and Designer for schematic drawings and cost estimates.
4. Lincoln is eligible for 40% reimbursement in Phase 1 (could be more in Phase 2). The Town would be required to appropriate the full amount for Phase 1 but will be reimbursed using the MSBA online payment system, usually within 15 days of submitting expenditure reports.
5. Net cost to the Town, based on MSBA projections will be in the range of \$270,000 to \$360,000. MSBA will not reimburse the Town for the cost of borrowing funds.
6. There are several "no cost" tasks that must be completed in the near term and there seem to be two reasonable windows to request funding from Town Meeting – March 2010 or Special Town Meeting in October 2010 (at State of the Town Meeting). If approved and the work is completed on schedule, it would be reasonable to expect that we would have a project proposal for the Annual Town Meeting in March 2012.

7. Next Steps:

- a. Conference call with MSBA week of 12/7 or 12/14 to establish scope of study after MSBA reviews SMMA report (we should then have a projection for funding)
- b. Develop enrollment projections
- c. Establish School Building Committee (this will require a local budget official or member of the Finance Committee)
- d. Process Initial Compliance Certificate for MSBA – basically indicated that the Town complies with MGL relating the MSBA, will require legal review and signatures of the Board of Selectmen, School Committee and Superintendent
- e. Submit three year history of maintenance and capital projects to MSBA
- f. Begin work on procurement documents for OPM and Designer

# Massachusetts School Building Authority

Timothy P. Cahill  
Chairman, State Treasurer

Katherine P. Craven  
Executive Director

## INITIAL COMPLIANCE CERTIFICATION

*This Initial Compliance Certification must be completed by all Eligible Applicants who have submitted a Statement of Interest to the Massachusetts School Building Authority ("MSBA") and have been invited to collaborate with the MSBA on a Feasibility Study or a Project Scope and Budget Conference. The MSBA will not consider a district to be eligible for a school building renovation or construction grant until the district has properly submitted an Initial Compliance Certification to the satisfaction of the MSBA.*

*Unless otherwise specified, all capitalized terms shall have the meanings ascribed to such terms in M.G.L. c. 70B or 963 CMR 2.00 et seq.*

1. The TOWN OF LINCOLN hereby certifies that it has read and understands, and shall remain in compliance with, (a) M.G.L. c. 70B, (b) chapter 208 of the Acts of 2004, (c) 963 CMR 2.00 et seq., and (d) all other rules, policies, and procedures of the MSBA.
2. The TOWN OF LINCOLN hereby acknowledges and agrees that the school building renovation and construction grant program established by M.G.L. c. 70B is a discretionary program based on need, as determined by the MSBA. The TOWN OF LINCOLN hereby further acknowledges and agrees that it shall have no entitlement to receive approval or funding for a proposed project or any other purpose except at the sole discretion of the MSBA.
3. The TOWN OF LINCOLN hereby agrees to work in collaboration with the MSBA in all phases of the process, including at least: (a) identifying perceived deficiencies with school buildings, (b) validating those deficiencies, (c) identifying educationally and financially sound solutions to validated problems, (d) agreeing on the project scope and budget, (e) implementing the solution as agreed upon, and (f) the final project audit and close-out. The TOWN OF LINCOLN hereby further acknowledges and agrees that, to remain eligible for project approval and potential funding from the MSBA, The TOWN OF LINCOLN must work with the MSBA through all phases of the MSBA's process including at a minimum the phases described above.
4. The TOWN OF LINCOLN hereby acknowledges and agrees that to qualify for any funding from the MSBA, The TOWN OF LINCOLN must comply with M.G.L. c. 70B and 963 CMR 2.00 et seq. which require MSBA collaboration and approval at each step of the school facility grant approval process. Any actions taken, costs incurred or agreements entered into for the repair, renovation or construction of school

facilities without the explicit prior written approval of the MSBA shall not be eligible for grant funding.

5. The TOWN OF LINCOLN hereby certifies and can demonstrate that it has expended the minimum maintenance expenditure requirements required by M.G.L. c. 70B, § 8 and 963 CMR 2.17 and hereby further acknowledges and agrees that the MSBA may not approve any project for any school district that fails to meet such maintenance expenditure requirements.
6. The TOWN OF LINCOLN hereby certifies that the perceived deficiencies, as set forth in the Statement of Interest submitted to the MSBA, are not (a) a result of negligence, (b) under warranty with material suppliers or installers and/or are the subject of or could be the subject of, ongoing litigation, or (c) a result of lack of adequate routine or capital maintenance by The TOWN OF LINCOLN.
7. The TOWN OF LINCOLN hereby certifies that it will consider all available options for remedying the deficiencies asserted in the Statement of Interest, including, to the extent applicable, regionalization or tuition agreements with adjacent school districts, district assignment policies within the school district, rental or acquisition and any necessary rehabilitation or usage modification of any existing building which could be made available for school use.
8. The TOWN OF LINCOLN hereby acknowledges and agrees that, before the MSBA can grant final approval of a Project, the TOWN OF LINCOLN must vote to authorize and appropriate the full amount of funding for the potential project necessary to meet the total project budget as agreed to by the MSBA and as described in 963 CMR 2.10 (10)(c).
9. The TOWN OF LINCOLN hereby acknowledges and agrees that, in connection with an Approved Project, it shall use all standard forms, contract documents, contract language, and format for local votes or approvals that may be developed by the MSBA and as may be amended by the MSBA from time to time.
10. The TOWN OF LINCOLN hereby acknowledges and agrees that it shall comply with and submit to the MSBA any other certifications, statements, or forms that the MSBA may require for an Approved Project.
11. The TOWN OF LINCOLN hereby acknowledges and agrees that no Total Facilities Grant, or any portion thereof, shall be disbursed by the MSBA until a Feasibility Study Agreement, Project Scope and Budget Agreement and/or a Project Funding Agreement have been fully executed for the Approved Project.
12. The TOWN OF LINCOLN hereby certifies that it has provided or will provide the MSBA with all audit materials requested by the MSBA in connection with any Prior Grant Projects, Waiting List Projects, and any other projects for which the TOWN OF LINCOLN has received or will receive funding from the MSBA. The TOWN OF

LINCOLN hereby further acknowledges and agrees that it shall continue to cooperate with the MSBA and provide any additional documentation or information that may be requested by the MSBA in connection with any Assisted Facility.

13. The TOWN OF LINCOLN hereby certifies that the school building for which it has submitted a Statement of Interest is not a school that has been the site of an approved school project pursuant to G.L. c. 70B or chapter 645 of the Acts of 1948 within the ten (10) years prior to the MSBA's project application date, or that any potential project would be unrelated to such previously approved project in the same school.
14. The TOWN OF LINCOLN hereby certifies that it has not sold, closed, or otherwise removed from service any school building or facility, within the last ten (10) years and acknowledges and agrees that a Total Facilities Grant for an Approved Project shall not be issued to replace or partially replace a school facility that was sold, leased, or otherwise removed from service in the last ten years. Further, the TOWN OF LINCOLN acknowledges and agrees that the Authority in its sole discretion shall make the final determination about whether an approved project replaces a school facility removed from service.
15. The TOWN OF LINCOLN hereby acknowledges and agrees that it may be liable for any obligations previously reimbursed by grant payments if it removes a facility from service, that the Authority may stop making grant payments associated with any facility removed from service and that no future grants shall issue until the MSBA is satisfied that prior obligations have been met.
16. The TOWN OF LINCOLN hereby acknowledges and agrees that it shall base its site selection for an Approved Project on cost and environmental factors, including an awareness of soil conditions and their probable effect on foundation and site development costs, transportation effects, dislocation of site occupants and relationship to other community facilities. The TOWN OF LINCOLN hereby further acknowledges and agrees that if the MSBA were to approve a project for the TOWN OF LINCOLN, (a) the MSBA will not pay for any costs associated with acquiring the site or remediating the site, and (b) certain site specifications and requirements will have to be met.
17. The TOWN OF LINCOLN hereby acknowledges and agrees that throughout the planning and construction of an Approved Project, if such final approval is received from the MSBA, the TOWN OF LINCOLN shall follow procedures and practices satisfactory to the MSBA such as will assure maximum attention to the operating and capital cost effects of program and design decisions, materials and systems selections.
18. The TOWN OF LINCOLN hereby certifies that it is current on any payments that it may owe to the MSBA and does not have any outstanding amounts past due to the MSBA.

19. The TOWN OF LINCOLN hereby certifies that there is no lawsuit threatened or pending against the MSBA to which the TOWN OF LINCOLN is a party and which implicates the MSBA in any way.
20. The TOWN OF LINCOLN hereby certifies that it has read specifically 963 CMR 2:03 (2)(a)-(q) and certifies that it has complied or will comply with each of the obligations described there and further acknowledges and agrees that failure to comply with each obligation as determined by the MSBA may be grounds for denial of a Total Facilities Grant or rescission of a Total Facilities Grant already issued.
21. The TOWN OF LINCOLN hereby acknowledges and agrees that if the TOWN OF LINCOLN and the MSBA execute a Feasibility Study Agreement, the TOWN OF LINCOLN shall promptly develop, implement and actively pursue a fraud, waste and abuse detection and prevention program in connection with any potential school construction or renovation project and Approved Project, if any, and develop written procedures to detect and prevent fraud, waste and abuse.
22. The TOWN OF LINCOLN hereby acknowledges and agrees that it will meet the minimum standards for Massachusetts Certified Public Procurement Officer (MCPPO) training as required by the Office of the Inspector General and the MSBA.
23. The TOWN OF LINCOLN hereby acknowledges and agrees that if approved for a project by the MSBA, that the school facility that is the site of said project will remain in use as an educational facility for the instruction of school children as required by 963 CMR 2.03 (2)(b).
24. The TOWN OF LINCOLN hereby certifies that it has read and understands 963 CMR 2.19 and acknowledges and agrees that if the MSBA determines that any of the information provided by the TOWN OF LINCOLN in this Initial Compliance Certification or in any other documentation submitted to the MSBA is false or intentionally misleading, the MSBA may revoke any and all grant payments approved for the TOWN OF LINCOLN and may recover any previous payments made to the TOWN OF LINCOLN.
25. The TOWN OF LINCOLN hereby agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Project by the TOWN OF LINCOLN and that the Authority shall have full and complete access to all information and documentation relating to the Project to the same extent that the TOWN OF LINCOLN has such access. The TOWN OF LINCOLN agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The TOWN OF LINCOLN agrees

that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The TOWN OF LINCOLN agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The TOWN OF LINCOLN further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the TOWN OF LINCOLN shall remain responsible for the management and completion of the Project.

26. The TOWN OF LINCOLN hereby acknowledges and agrees that the MSBA reserves the right to modify and supplement the Initial Compliance Certification form at any time and may require the TOWN OF LINCOLN to complete a revised Initial Compliance Certification.

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and hereby acknowledge and agree on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

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By:  
Title: Chief Executive Officer  
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and hereby acknowledge and agree on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

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By:  
Title: Superintendent of Schools  
Date:



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By:  
Title: Chair of the School Committee  
Date: