Legal Notice Request for Services Owner's Project Manager Services Town of Norwood

The Town of Norwood (the "Owner") is seeking the services of a qualified "Owner's Project Manager" as defined in Massachusetts General Laws Chapter 149, Section 44A½(c) and as further defined by provisions stated in the RFS to provide Project Management Services for the design, construction, demolition, addition to and/or renovation of the Dr. Philip O. Coakley Middle School (the "Proposed Project"), located at 1315 Washington Street, Norwood, MA 02062.

The Town of Norwood is requesting the services of an Owner's Project Manager to represent the Owner during the feasibility study and schematic design phases of the contract, which may be amended to include continued Project Management Services through design development, construction documents, bid and award, construction, and final closeout of the Proposed Project. The estimated total project costs of an approved Proposed Project may range from \$86,000,000 to \$100,000,000 depending on the solution agreed upon by the Owner and the MSBA and ultimately approved by a vote of the MSBA Board of Directors.

A pre-bid conference will be held on May 11, 2020, at 11:00 A.M., via GoToMeeting followed by a virtual tour. Please join from your computer, tablet or smartphone at: Pre-Bid Conference for an OPM for the Dr. Philip O. Coakley Middle School (Will Be Recorded)

Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/327877661

You can also dial in using your phone.

United States: +1 (646) 749-3112

Access Code: 327-877-661

The pre-bid will be recorded and posted on the Purchasing website: purchasing.norwoodma.gov. It will also be videoed by Norwood Community Media.

The complete RFS may be obtained on or after April 29, 2020, electrically by registering and downloading online at: https://bids.norwoodma.gov or by contacting Catherine Carney, Contract Administrator, Purchasing Department, Norwood Town Hall, 566 Washington Street, 3rd Floor, Norwood, MA 02062 by email at: CCarney@norwoodma.gov or (781) 762-1240, Extension 107, between 8:00am and 4:00pm (Monday-Friday).

Sealed Proposals will be received up to 11:00am on May 22, 2020, in the Purchasing Department, Norwood Town Hall, 566 Washington Street, 3rd Floor, Norwood, MA 02062. The Norwood Town Hall building is closed due to COVID-19. Bids are to be mailed via the U.S. Postal Service, Fedex, UPS, or delivered to the Town Hall mailbox located beneath the Town Hall tower at the corner of Nahatan Street and Washington Street. Bids must still be delivered prior to 11:00 A.M. Call 781-762-1240, x106 or x107 to confirm delivery.

The bid opening will be held via GoToMeeting. Please join from your computer, tablet or smartphone at: https://global.gotomeeting.com/join/679620805 or dial in using your phone at 1+(571) 317-3122, access code 679-620-805. The bid opening will be recorded and posted on the Purchasing website: purchasing.norwoodma.gov. It will also be videoed by Norwood Community Media.

All questions regarding this RFS should be directed to Catherine Carney, Contract Administrator by email to: CCarney@norwoodma.gov. Questions will be accepted until May 18, 2020 @ 4:00pm. CONTRACT #NSD-20-01.

By:

Tony Mazzucco

General Manager

Central Register Norwood Record 5/6/20 5/7/20 Bill To:

General Manager's Office

Norwood Town Hall

P.O. Box 40

Norwood, MA 02062

REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES ("OPM RFS")

1. Introduction

The Town of Norwood ("Owner") is seeking the services of a qualified OPM "Owner's Project Manager" as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFS, to provide Project Management Services for the design, construction, addition to and /or renovation of the Dr. Philip O. Coakley Middle School ("School") in Norwood, Massachusetts ("Project").

The Owner is requesting the services of an OPM to represent the Owner during the feasibility study and schematic design phases of the project initially. Subject to the approval of the Project by the Massachusetts School Building Authority (the "MSBA") and further subject to continued funding authorized by the Town of Norwood the contract between the Owner and the Owner's Project Manager may be amended to include continued Project Management Services through design development, construction documents, bid and award, construction and final closeout of the potential Project. A potential approved Project may include a renovation of the existing School, a renovation and addition of the existing School and/or new construction. The estimated total project costs of an approved potential Project may range from \$86,000,000 to \$100,000,000 depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA Board of Directors

2. Background

The Town of Norwood is a town located in Norfolk county, Massachusetts, with a population of 27,384 (as of 2018). The Town has a five-member Board of Selectmen, a five-member Finance Commission, and a five-member School Committee. The Town operates under a General Manager administration. Norwood has one early learning center, five elementary schools, one middle school (Grades 6-8), and one high school (Grades 9-12).

3. Project Description, Objectives and Scope of Services

On or about March 23, 2018, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for the Dr. Philip O. Coakley Middle School. The MSBA is an independent public authority that administers and funds a program for grants to eligible cities, towns, and regional school districts for school construction and renovation projects. The MSBA's grant program is discretionary, and no city, town, or regional school district has any entitlement to any funds from the MSBA. At the February 13, 2020, Board of Directors meeting, the MSBA voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA, reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in an approved Project.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the Dr. Philip O. Coakley Middle School. The original Dr. Philip O. Coakley Middle School was constructed in 1972 and is 122,000 square feet, two-story split-level facility. A total of 6,100 square feet of modular classrooms were added; four of the classrooms were added in 2005, and two of the classrooms were added in 2006. The building continues to operate on its original all-electric systems for heating. Much of the HVAC equipment is outdated and is nearing the end of its life expectancy. The roofing system was completely replaced in 2005. The exterior windows were completely replaced in 2008. Other

capital improvements include replacing the auditorium's heating and ventilation system (2002), replacing gymnasium lighting (2009), replacing all outdoor and corridor lights with LED lights (2016), replacing the auditorium lighting control panel (2010), and adding cameras and card access systems (2008 & 2013). The Dr. Philip O. Coakley Middle School is located at 1315 Washington Street. The entire site is 69.46+/- acres; however, most of the land consists of non-buildable conservation land. The site dedicated to the middle school is 14 acres. The building is surrounded by athletic playing fields and vegetation. The site includes a paved running track, four tennis courts, an outdoor pool, a playground, four baseball fields, and three soccer fields. The building has several insulation issues, including the lack of proper insulation to protect against heat loss and gain at the exterior walls, and fixed and hopper aluminum windows which were installed in 2008, but lack the energy efficiencies now available with today's energy code standards. Most of the existing windows are inoperable. The current fire protection system does not meet NFPA.

The Dr. Philip O. Coakley Middle School has no non-traditional classrooms available for flexible instruction, nor does it have space available to accommodate interdisciplinary collaboration and instruction. Many of the classrooms are located in the center of the building, with no natural light or ventilation. The building does not support academic teams or neighborhoods, and there are no academic classroom areas for hands-on, project-based learning and instruction. Special education learning areas tend to be spaces that were originally intended for other purposes and as such are undersized, insufficient, and poorly located.

Being the only middle school in the district, it serves 765 students in Grades 6 through 8. The MSBA agreed upon study enrollment options are:

Enrollment for Grades 6-8	Enrollment for Grades 5-8
800 students	1,070 students

An electronic copy of the Norwood Feasibility and Long Range Study performed by Ai3 Architects is attached for information purposes. This study also contains information about the elementary schools in Norwood, including enrollment, site information, building size and condition, and a space summary.

Project Objectives under consideration by the Owner include:

- Identification of community concerns that may impact study options;
- Identification of specific milestone requirements and/or constraints of the District e.g. Town votes, swing space, occupancy issues;
- Identification of alternative sites:
- Life cycle costs of operating the School as it relates to future operational budgets;
- Northeast Collaborative for High Performance Schools (NE-CHPS) criteria or US Green Building Council's LEED for Schools (LEED-S) Rating System
- CM-at-Risk Delivery Method
- Review of elementary school space requirements for possible restructuring/reconfiguration of middle school to grades 5-8

The required scope of services is set forth in Article 8 of the standard contract for Owner's Project Management Services for a Design/Bid/Build project that is attached hereto as Attachment B and incorporated by reference herein. If the Owner determines to use a CM-at-Risk delivery method, this contract shall need to be amended and/or substituted. The work is divided into the Project Phases as listed in Attachment A of this contract. The durations of the Phases shown below are estimates only, based on the

Owner's experience. Actual durations may vary depending upon the Project agreed upon by the Owner and the MSBA. The total duration of the Contract is estimated as follows:

1.	Feasibility Study/Schematic Design Phase;	20-24 months*
2.	Design Development/Construction Documents/Bidding Phase; and	10-12 months*
3.	Construction Phase.	24-36 months*

(*These ranges for scheduling timeframes are provided as guidelines only and are based upon schedules established by other Owners.)

4. Minimum Requirements and Evaluation Criteria:

Minimum Requirements:

In order to be eligible for selection, each Respondent must certify that it meets the following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, may be rejected without further consideration.

Each Respondent must designate an individual who will serve as the Project Director. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Officer Program (the "MCPPO") as administered by the Inspector General of the Commonwealth of Massachusetts and must also meet the following minimum requirements:

- The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least five years' experience in the construction and supervision of construction and design of public buildings; or,
- if not registered as an architect or professional engineer, the Project Director must be a person who has at least seven years' experience in the construction and supervision of construction and design of public buildings.

Evaluation Criteria

In addition to the minimum requirements set forth above, all Respondents must demonstrate that they have significant experience, knowledge and abilities with respect to public construction projects, particularly involving the construction and renovation of K-12 schools in Massachusetts. The Owner will evaluate Responses based on criteria that shall include, but not be limited to, the following:

- 1) Past performance of the Respondent, if any, with regard to public, private, Department of Education funded and MSBA-funded school projects across the Commonwealth, as evidenced by:
 - a) Documented performance on previous projects as set forth in Attachment C, including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions; (TOTAL 10 POINTS)
 - b) Satisfactory working relationship with designers, contractors, Owner, the MSBA and local officials. (TOTAL 5 POINTS)
- 2) Thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project. (TOTAL 10 POINTS)

- 3) Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures as well as knowledge of Construction Management at Risk (CMR), as amended by the 2004 Construction Reform laws. (TOTAL 5 POINTS)
- 4) Management approach: Describe the Respondent's approach to providing the level and nature of services required as evidenced by proposed project staffing for a potential (hypothetical) proposed project for new construction of 185,040 square feet or renovation of 128,000 square feet; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost. (TOTAL 5 POINTS)
- 5) Key personnel: Provide an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Project Director, Project Representative and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered. (TOTAL 10 POINTS)
- 6) Capacity and skills: Identify existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control and safety). Identify any services to be provided by sub-consultants. (TOTAL 10 POINTS)
- 7) Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million. (TOTAL 5 POINTS)
- 8) Familiarity with Northeast Collaborative for High Performance Schools criteria or US Green Building Council's LEED for Schools Rating System. Demonstrated experience working on high performance green buildings (if any), green building rating system used (e.g., NE-CHPS or LEED-S), life cycle cost analysis and recommendations to Owners about building materials, finishes etc., ability to assist in grant applications for funding and track Owner documentation for NE-CHPS or LEED-S prerequisites. (TOTAL 15 POINTS)
- 9) Thorough knowledge and demonstrated experience with life cycle cost analysis, cost estimating and value engineering with actual examples of recommendations and associated benefits to Owners. (TOTAL 10 POINTS)
- 10) Knowledge of the purpose and practices of the services of Building Commissioning Consultants. (TOTAL 10 POINTS)
- 11) Financial Stability: Provide current balance sheet and income statement as evidence of the Respondent's financial stability and capacity to support the proposed contract. (TOTAL 5 POINTS)

In order to establish a short-list of Respondents to be interviewed, the Owner will base its initial ranking of Respondents on the above Evaluation Criteria. The Owner shall short-list a minimum of 3 firms. A minimum of three references will be checked for each of the short-listed firms. The Owner will establish its final ranking of the short-listed Respondents after conducting interviews. The Owner shall adhere to this final selection process in choosing an OPM.

The Owner reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion, and such other relevant criteria as the MSBA may request. The Owner may not, within its sole discretion, seek additional information from Respondents.

This RFS, any addenda issued by the Owner, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be

contractually committed for the Project. No substitution or replacement of key personnel or change in the sub-consultants identified in the response shall take place without the prior written approval of the Owner and the MSBA.

The selected Respondent(s) will be required to execute a Contract for Project Management Services with the Owner in the form that is attached hereto as Attachment B and incorporated by reference herein. Prior to execution of the Contract for Project Management Services with the Owner, the selected Respondent will be required to submit to the Owner a certificate of insurance that meets the requirements set forth in the Contract for Project Management Services.

Prior to execution of the Contract for Project Management Services, the fee for services shall be negotiated between the Owner and the selected Respondent to the satisfaction of the Owner, within its sole discretion. The initial fee structure will be negotiated through the Feasibility Study/Schematic Design Phase. The selected Respondent, however, will be required to provide pricing information for all Phases specified in the Contract at the time of fee negotiation.

5. Selection Process and Selection Schedule

Process

- 1) A sub-committee consisting of five members of the School Building Committee shall review the responses. This sub-committee shall include the Dr. Philip O. Coakley Middle School Principal, the School Director of Building & Grounds, a member of the Finance Commission, a member of the Board of Selectmen, and the Town's General Manager. The Contract Administrator shall review all submittals for conformance with minimum eligibility requirements. Copies of the RFS's of those firms which meet the minimum eligibility requirements shall sent to the members of the sub-committee. A scoring sheet shall be given to each member of the sub-committee. Sub-committee members shall submit the scoring sheet of each RFS to the Contract Administrator for compilation into a single document. A meeting shall be held with the sub-committee members after they have reviewed and scored the proposals. At that time, a combined scoring sheet shall be supplied. Members of the sub-committee shall vote to short-list the Respondents for interviews. A minimum of 3 Respondents shall be interviewed.
- 2) Identified reviewers shall rank the Responses based on the weighted evaluation criteria identified in the RFS and must short-list a minimum of three Responses.
- 3) A series of written questions shall be provided to each member of the sub-committee. A meeting day and time will be published online and in the Town Clerk's Office. Each interview will last approximately 30 minutes. Sub-committee members will be asked to rank each interviewee based upon the answers to the specific questions. Each question will have a ranking of 1-5, with 1 being the lowest and 5 being the highest. The combination of the ranking of the evaluation criteria and the ranking of the interview shall be the final score of the Respondent. The ranking of the evaluation criteria and the ranking of the interview will each count for of 50% of the final score.
- 4) The Owner shall request a proposal from the highest ranked Respondent, which shall include hourly rates for all team members and sub-contractors and the estimated number of hours for the project for each team member.
- 5) The Owner will commence fee negotiations with the first-ranked selection.
- 6) If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.
- 7) The selected firm will be submitted to the MSBA for its approval.
- 8) The selected firm may be asked to participate in a presentation to the MSBA and/or submit additional documentation, as required by MSBA, as part of the MSBA approval process.

9) Should the Owner receive less than three responses to this RFS or should fee negotiations fail, the Owner reserves the right to re-advertise for Request for Services.

The following is a tentative schedule of the selection process, subject to change at the Owner's and MSBA's discretion.

May 6, 2020	RFS appears in Central Register of the Commonwealth of Massachusetts and the Norwood Record (www.norwoodrecord.weebly.com) a newspaper of general circulation in the area in which the project is located or to be located.
<u>May 11, 2020</u> - 11:00am	A pre-bid conference will be held on via GoToMeeting followed by a virtual tour. See Page 1 of Bid Advertisement for GTM information. Please join from your computer, tablet or smartphone at: Pre-Bid Conference for an OPM for the Dr. Philip O. Coakley Middle School (Will Be Recorded)
May 18, 2020 - 4:00pm	Last day for questions from Respondents
May 22, 2020 - 11:00am	Responses due
May 27, 2020	Respondents short-listed
<u>June 1, 2020</u>	Interview short-listed Respondents
June 3, 2020	Negotiate with selected Respondent
<u>June 15, 2020</u>	Final selection submitted to the MSBA for review and approval
July 13, 2020	Anticipated MSBA OPM Review Panel Meeting
<u>July 27, 2020</u>	Anticipated execution of contract

The RFS may be obtained from:

Catherine Carney, Contract Administrator, Town of Norwood 566 Washington Street, 3rd Floor, Norwood, MA 02062 781-762-1240, x107 CCarney@norwoodma.gov

Documents can be obtained electronically by registering and downloading online at: https://bids.norwoodma.gov on or after Thursday, April 22, 2020.

Any questions concerning this RFS must be submitted in writing to:

Catherine Carney, Contract Administrator, Town of Norwood 566 Washington Street, 3rd Floor, Norwood, MA 02062 (T) 781-762-1240, x107; (F) 781-278-3015 CCarney@norwoodma.gov

Questions are to be submitted no later than 4:00 pm on Monday, May 18, 2020.

Sealed Proposals will be received up to 11:00am on May 22, 2020, in the Purchasing Department, Norwood Town Hall, 566 Washington Street, 3rd Floor, Norwood, MA 02062. The Norwood Town Hall building is closed due to COVID-19. Bids are to be mailed via the U.S. Postal Service, Fedex, UPS, or delivered to the Town Hall mailbox located beneath the Town Hall tower at the corner of Nahatan Street and Washington Street. Bids must still be delivered prior to 11:00 A.M. Call 781-762-1240, x106 or x107 to confirm delivery.

The bid opening will be held via GoToMeeting. Please join from your computer, tablet or smartphone at: https://global.gotomeeting.com/join/161074453 or dial in using your phone at 1+(571)317-3122, access code 679-620-805. The bid opening will be recorded and posted on the Purchasing website: purchasing.norwoodma.gov. It will also be videoed by Norwood Community Media.

The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

6. Requirements for content of response:

Submit *ten (10)* hard copies of the response to this RFS and one electronic version in PDF format on CD or thumb drive. All responses shall be:

- In ink or typewritten;
- Presented in an organized and clear manner;
- Must include the required forms in Attachment C;
- Must include all required Attachments and certifications;
- Must include the following information:
- 1. Cover letter shall be a maximum of two pages in length and include:
 - a. An acknowledgement of any addendum issued to the RFS.
 - b. An acknowledgement that the Respondent has read the RFS. Respondent shall note any exceptions to the RFS in its cover letter.
 - c. An acknowledgement that the Respondent has read the Contract for Project Management Services. Respondent shall note any exceptions to the Contract for Project Management Services in its cover letter.
 - d. A specific statement regarding compliance with the minimum requirements identified in Item 4 of this RFS to include identification of registration, number of years of experience and where obtained (as supported by the resume section of Attachment C), as well as the date of the MCPPO certification. (A copy of the MCPPO certification must be attached to the cover letter).
 - e. A description of the Respondent's organization and its history.

- f. The signature of an individual authorized to negotiate and execute the Contract for Project Management Services, in the form that is attached to the RFS, on behalf of the Respondent.
- g. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
- 2. Selection Criteria: The response shall address the Respondent's ability to meet the "Selection Criteria" Section including submittal of additional information as needed. The total length of the Response (including Attachment C only but excluding Attachments A, B and D) may not exceed twenty (20) single-sided numbered pages with a minimum acceptable font size of "12 pt" for all text.

Respondents may supplement this proposal with graphic materials and photographs that best demonstrate its project management capabilities of the team proposed for this project. Additional information shall be no more than three 8½" x 11" pages, double-sides

Respondent's must include the following certifications as Attachment D:

Conflict of Interest Law Compliance
Certificate of Tax Compliance & Non-Collusion
Certificate of Corporate Authority

7. Payment Schedule and Fee Explanation:

The Owner will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will <u>not</u>, in and of itself, constitute a justification for an increased OPM fee.

8. Other Provisions

A. Public Record

All responses and information submitted in response to this RFS are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

B. Waiver/Cure of Minor Informalities, Errors and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFS in any manner necessary to serve the best interest of the Owner and its beneficiaries.

C. Communications with the Owner

The Owner's Procurement Officer for this RFS is:

Catherine Carney, Contract Administrator, Town of Norwood

566 Washington Street, 3rd Floor, Norwood, MA 02062 (T) 781-762-1240, x107; (F) 781-278-3015 CCarney@norwoodma.gov

Respondents that intend to submit a response are prohibited from contacting any of the Owner's staff other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the Owner, but any contact made with persons other than the Procurement Officer must be limited to that business, and must not relate to this RFS. In addition, such respondents shall not discuss this RFS with any of the Owner's consultants, legal counsel or other advisors. *FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION*.

D. Costs

Neither the Owner nor the MSBA will be liable for any costs incurred by any Respondent in preparing a response to this RFS or for any other costs incurred prior to entering into a Contract with an OPM approved by the MSBA.

E. Withdrawn/Irrevocability of Responses

A Respondent may withdraw and resubmit their response prior to the deadline. No withdrawals or resubmissions will be allowed after the deadline.

F. Rejection of Responses, Modification of RFS

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFS does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFS in part or in its entirety, or to change the RFS guidelines. A Respondent may not alter the RFS or its components.

G. Subcontracting and Joint Ventures

Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.

H. Validity of Response

Submitted responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

FURTHER INFORMATION

ATTACHMENTS:

Attachment A: Statement of Interest

Attachment B: Contract for Owner's Project Management Services

Attachment C: OPM Application Form – March 2017 Attachment D: Required Certifications



NORWOOD PUBLIC SCHOOLS

ADMINISTRATIVE OFFICES • JAMES R. SAVAGE EDUCATIONAL CENTER

P.O. BOX 67, 275 PROSPECT STREET, NORWOOD, MA 02062

TEL. (781) 762-6804 Ext. 5819 FAX (781) 762-0229 VOICE/TTY - Use Phone Relay

DAVID L. THOMSON, Ed.D. Superintendent of Schools

PAUL RICCARDI
Director of Buildings & Grounds

March 23, 2018

Ms Diane Sullivan Massachusetts School Building Authority 40 Broad Street, Suite 500 Boston, MA 02109

RE: Norwood Public School District – Coakley Middle School Statement of Interest (SOI)

Dear MS. Sullivan;

In accordance with MSBA regulations and requirements, enclosed find the Statement of Interest (SOI) submittal from the Norwood Public School District for the Coakley Middle School. The electronic versions of these documents were submitted on-line on March 23, 2018. The transmittal for the Coakley Middle School included the following:

- Completed MSBA Statement of Interest Form with all required signatures
- Copy of full text of the vote recorded in the Minutes of the Norwood School Committee reflecting the vote to authorize the Superintendent to submit this SOI signed by the Chair
- Copy of full text of vote with certification that the vote was duly recorded by the Norwood Board of Selectman
- Executive Summary of School Facility Study

Please do not hesitate to call Paul Riccardi, Director of Buildings & Grounds at (781) 440-5829 If you have any questions regarding this submittal. The Norwood Public School District looks forward to working with the MSBA on the very important project.

Sincerely,

Dr. David Thomson

Superintendent of Schools

<u> Applications Home | My Account | Sign Out</u>

SOI was successfully transmitted.

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Dr. Philip O. Coakley Middle School

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Next Steps to Finalize Submission of your FY 2018 Statement of Interest

Thank you for submitting your FY 2018 Statement of Interest (SOI) to the MSBA electronically. Please note, the District's submission is not yet complete. The District is required to mail all required supporting documentation, which is described below.

required governing bodies have voted to submit each SOI, (2) the specific vote language required by the MSBA VOTES: Each SOI must be submitted with the proper vote documentation. This means that (1) the has been used, and (3) the District has submitted a record of the vote in the format required by the MSBA.

For documentation of the vote of the School Committee, Minutes of the School Committee meeting school Committee Vote: Submittal of all SOIs must be approved by a vote of the School Committee.

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201302200305 201402200305

201502200305 201602200305

201002200305 201102200305 201202200305

200902200305 200802200305

- at which the vote was taken must be submitted with the original signature of the Committee Chairperson. The Minutes must contain the actual text of the vote taken which should be substantially the same as the MSBA's SOI vote language.
- appropriate municipal body (e.g., City Council/ Aldermen/Board of Selectmen) in addition to a vote of the Municipal Body Vote: SOIs that are submitted by cities and towns must be approved by a vote of the School Committee.
 - Regional School Districts do not need to submit a vote of the municipal body.
- substantially the same as the MSBA's SOI vote language, must be submitted with a certification of the City/Town Clerk that the vote was taken and duly recorded, and the date of the vote must be For the vote of the municipal governing body, a copy of the text of the vote, which shall be provided.

ADDITIONAL DOCUMENTATION FOR SOI PRIORITIES #1 AND #3: If a District selects Priority #1 and/or Priority #3, the District is required to submit additional documentation with its SOI.

complete unless and until a summary of the accreditation report focused on the deficiency as stated in this to manifest itself. The District also must submit photographs of the problematic building area or system to and severity of the problem and a written professional opinion of how imminent the system failure is likely alternative exists, the MSBA requires a hard copy of the engineering or other report detailing the nature . If a District selects Priority #1, Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of the school children, where no ullet If a District selects Priority #3, Prevention of a loss of accreditation, the SOI will not be considered



Paul Riccardi <priccardi@norwood.k12.ma.us>

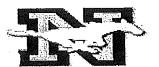
SOI was submitted: Dr. Philip O. Coakley Middle School

1 message

 Fri, Mar 23, 2018 at 10:33 AM

This e-mail is to acknowledge that Norwood has submitted a Statement of Interest ("SOI") for the Dr. Philip O. Coakley Middle School to the Massachusetts School Building Authority (the "MSBA") through the MSBA's SOI system. Please note that districts must obtain the required vote documentation. The school district must mail all of the required vote documentation to the MSBA promptly. The SOI submission will not be considered complete until the MSBA receives all of documentation in a format acceptable to the MSBA. The Statement of Interest is NOT an application for funding. Submission of a Statement of Interest in no way commits the MSBA to accept an application, approve an application, Submission of a Statement of Interest in no way commits the MSBA to accept an application, approve an application, Submission of any other type of funding, or places any other obligation or requirement upon the MSBA. For more provide a grant or any other type of funding, or places any other Guide available at https://systems.information, please refer to the MSBA Statement of Interest User Guide available at https://systems.information.org/or contact the MSBA at 617-720-4466 or SOI@MassSchoolBuildings.org.

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Paul Riccardi <priccardi@norwood.k12.ma.us>

Closed Schools Information was submitted for district Norwood

1 message

MSBA_Notification < MSBA_notification@massschoolbuildings.org > To: "priccardi@norwood.k12.ma.us" < priccardi@norwood.k12.ma.us >

Fri, Mar 23, 2018 at 10:32 AM

This e-mail is to acknowledge that Norwood has submitted information for Closed Schools in the district to the Massachusetts School Building Authority (the "MSBA") through the MSBA's SOI system.

Please note that districts must mail all of the required vote documentation to the MSBA promptly. The SOI and Closed Schools Information submission will not be considered complete until the MSBA receives all of this information in a format acceptable to the MSBA.

For more information, please refer to the MSBA Statement of Interest User Guide available at https://systems.massschoolbuildings.org/ or contact the MSBA at 617-720-4466 or SOI@MassSchoolBuildings.org.

Massachusetts School Building Authority

School District Norwood

District Contact David L Thomson TEL: (781) 440-5819

Name of School Dr. Philip O. Coakley Middle School

Submission Date 3/23/2018

SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

- The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- After the district completes and submits this SOI electronically, the district must mail hard copies of the required documentation described under the "Vote" tab, on or before the deadline.
- The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- Prior to the submission of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation in a format acceptable to the MSBA. If Priority 1 is selected, your SOI will not be considered complete unless and until you provide the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system. If Priority 3 is selected, your SOI will not be considered problem, and photographs of the problematic area or system. If Priority 3 is selected, your sol will not be considered problem and photographs of the problematic area or system. If Priority 3 is selected, your sol will not be considered problem.

LOCAL CHIEF EXECUTIVE OFFICER/DISTRICT SUPERINTENDENT/SCHOOL COMMITTEE CHAIR (E.g., Mayor, Town Manager, Board of Selectmen)

Chief Executive Officer * Tony Mazzucco	School Committee Chair Myev Bodenhofer	Superintendent of Schools Dr David Thomson
Town Manager	Thy A Born	WAJAM
(signature)	(signature)	(signature)
•	Date	Date

^{*} Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice.

Massachusetts School Building Authority

School District Norwood
District Contact David L Thomson TEL: (781) 440-5819
Name of School Dr. Philip O. Coakley Middle School
Submission Date 3/23/2018
Note
The following Priorities have been included in the Statement of Interest:
1. Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
jeopardizing the health and safety of school emidden, where 22. Elimination of existing severe overcrowding.
a D. D. water of the loss of accreditation.
 4. □ Prevention of severe overcrowding expected to result from increased enrollments. 5. □ Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6. ☐ Short term enrollment growth. 7. ☐ Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state
7. Replacement of or addition to obsolete statistics and approved local requirements. and approved local requirements.
and approved local requirements. 8. Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.
SOI Vote Requirement
I acknowledge that I have reviewed the MSBA's vote requirements for submitting an SOI which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific parties/governing bodies, in a specific format using the language provided by the MSBA. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted to the satisfaction of the MSBA.
Potential Project Scope: Potential New School
Is this SOI the District Priority SOI? YES One of the District Priority SOI?
School name of the District Priority SOI: 2018 Dr. Philip O. Coakley Wholie Bolison
Is this part of a larger facilities plan? YES
If "YES", please provide the following:
Facilities Plan Date: 9/1/2017 Planning Firm: 1) Ai3 Architects 2) MT. Vernon Group One of the plan including its goals and how the school facility that is the
Planning Firm: 1) Ai3 Architects 2) MT. Vernon Group Please provide a brief summary of the plan including its goals and how the school facility that is the

the Cahaol Building Authority

subject of this SOI fits into that plan:

Statement of Interest

In the fall of 2016 the Town of Norwood requested the services of AI3 Architects and consultants to assess the existing conditions of its public schools. The study aimed to establish feasibility options and a masterplan. Demographic and population trends, site conditions, structural integrity and state of building systems, and overall program distribution research factors. After reviewing the enrollment projections, existing building conditions, current educational philosophies, the concerns of the Building Committee and community at large produced the following conclusion. First priority: "The most significant educational facility challenge facing the Norwood Public School system is the lack of an appropriate 21st Century middle school environment. The lack of appropriatelysized classrooms and educational support spaces, combined with aged building systems and components, creates a very challenging environment that is grossly insufficient when compared to surrounding Districts. Approx 50% of middle school students are either in modular classrooms or interior classrooms with no windows or natural light." Subsequent to reviewing all of the options contained within this report, the Norwood School Long-range Planning Committee was unanimous in their desire to recommend that the Town act immediately to address the middle school. On October 11th the Norwood School Committee voted to submit a SOI for the Coakley Middle School to the Massachusetts School Building Authority.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 13 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI:

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? YES

If "YES", please provide the author and date of the District's Master Educational Plan.

The "Norwood Public Schools Feasibility Study & Long Range Plan" referenced herein includes facility goals for this building and all buildings and all buildings in the District.

Is there overcrowding at the school facility?

YES

If "YES", please describe in detail, including specific examples of the overcrowding.

The current Coakley Middle School serves 765 pupils and its approximately 20% smaller than MSBA guidelines for a middle school of 765 pupils. It includes six thirteen-year-old modular classrooms that are segregated from the remainder of the building are are attached via a modular construction corridor, its core facilities are grossly undersized, as they were not expanded when the additional modular classrooms were added to the campus. Several of the science labs are approximately 750sf and are severely overcrowded when accomodating 22-28 students. The Library Media Center is 35% smaller that the MSBA guidelines. The academic classrooms are approx 750sf and are significantly overcrowded with 22-28 students. Existing storage and mechanical rooms with exposed structure and mechanical piping are being utilized as academic spaces, including special education space. Every space within the building is overflowing with students, and there were no specialized space available for team collaboration, project labs, technology education, or other key academic programs. NO

Has the district had any recent teacher layoffs or reductions?

If "YES", how many teaching positions were affected? 0

Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.).

Has the district had any recent staff layoffs or reductions?

NO

If "YES", how many staff positions were affected? 0

Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, At which schools in the district?

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Dr. Philip O. Coakley Middle School

'lease provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum.

Please provide a description of the local budget approval process for a potential capital project with the MSBA. Include schedule information (i.e. Town Meeting dates, city council/town council meetings dates, regional school committee meeting dates). Provide, if applicable, the District's most recent budget approval process that resulted in a budget reduction and the impact of the reduction to the school district (staff reductions, discontinued programs, consolidation of facilities).

The current school department budget (FY18) was approved in April 2017 at the Annual Town Meeting. The process used to approve the budget started in the summer and extends through the fall with School Committee approval in December. The district administration created a budget that met Town Finance Committee guidelines and provided for sufficient program support. Currently the School Department is on budget to fully spend the funds by the end of the fiscal year.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

The original Coakley Middle School was constructed in 1972 and is a 122,000 square feet, two-story split-level facility. A total of 6,100 square feet of modular classrooms were added; four of the classrooms were added in 2005, and two of the classrooms were added in 2006. The school relies heavily on these six modular classrooms that have been in place for 13 years. It is the only middle school in the District, serving 765 students in grades 6 through 8, well beyond its acceptable capacity based on modern middle school educational guidelines. The current building materials and systems have been well maintained, although they are now well over 40 years old. Much of the buildings HVAC equipment is outdated and is nearing the end of its life expectancy. The building continues to operate on its original all-electric systems. The roofing system was completely replaced in 2005, which included a rubber membrane system. In 2008, the exterior windows of system was completely replaced with a combination of fixed and hopper aluminum windows. Other recent capital the building were completely replacing the auditorium's heating and ventilation system in 2002; replacing lighting in the improvements have included: replacing the auditorium's heating and ventilation system in 2002; replacing lighting in the improvements have included: replacing all outdoor and corridor lights with LED lights in 2016; replacing the auditorium lighting control panel in 2010; replacing the sidewalk in 2010; repaying the front of the school in 2015; and adding surveillance cameras and card access systems in 2008 and 2013 respectively.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

122000

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

The Coakley Middle School is located at 1315 Washington Street, an arterial street spanning across Norwood on a north-south axis, shares its site with fields used by Norwood youth sports. Coakley Middle School faces Washington Street with Balch Elementary to its northwest and residential neighborhoods all along the west. The entire site on the Assessors Map is 69.46+- acres; however, most of this acreage consists of non-buildable conservation land. The site specifically dedicated to Coakley Middle School is 14 acres. For the most part, the middle school's fourteen acres are surrounded by play fields and vegetation. There are parking lots on the north and south ends of the site, so a visitor's surrounded is primarily from the point of view of the service spaces. In addition to the school, the site is furnished with approach is primarily from the point of view of the service spaces. In addition to the school, the site is furnished with paved parking areas and driveways, paved running track, four tennis courts, an outdoor pool, a playground, four baseball fields, and three soccer fields, one of which is in the outfield of a baseball field. The feasibility study and long-range plan included numerous options for constructing a potential new building on the existing site.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

1315 Washington Street

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

The 42-year-old original construction documents indicate that the exterior envelope of the building consists of face-brick, one inch of insulation, and masonry back-up support. No cavity between the brick and masonry back-up exists, which can lead to a rapid decline in the exterior wall condition. Beyond through-wall flashing at floor levels, there is no weeping

system for drainage of water absorbed by the brick. One inch of insulation is very insufficient in protecting the heat loss and gain at exterior walls. Under the current building code, the quantity of insulation in many components of the exterior wall system would need to be addressed. The windows along the main administration suite are single-hung with a precast lintel and bordered by bricks. The upper portion of the auditorium is clad in a more contemporary metal panel. Exterior walls of the classroom wing, Unit B, include windows within a pre-cast concrete panel infill system. Clerestory windows at the gym, Unit C, are a translucent fiber-reinforced polymer panel typically referred to by the trade name Kalwall. As is common with this product, the polymer has yellowed and faded with age. The polymer panels continue down the wall in approximately 4" strips giving the appearance of full height glass from within. Above these panels the face brick shows

Roof: the roofing system was last replaced in 2002 and included a rubber membrane system (EPDM). It does not appear that any insulation has ever been added to the roof system. The life expectancy of a rubber membrane roof is approximately 20 year, which means the existing roof will need to be addressed again within five to 10 years. Windows" In 2008, the exterior windows were replaced with a combination of fixed and hopper aluminum windows. Although the system represented the best of industry standards in 2008,, the recent focus on energy conservation by the Commonwealth has since resulted in the Commonwealth's adoption of significantly higher energy code standards. Exterior Doors: All the exterior doors are hollow metal doors with metal frames and original hardware. Overall the building would benefit from a full replacement of doors.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? Year of Last Major Repair or Replacement: (YYYY) Description of Last Major Repair or Replacement: n/a

Is the District seeking replacement of the Roof Section? Roof Section A YES

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

The entire roof was covered with a re-roof membrane effort in 2002. This was not a removal of the entire roofing substrate, but instead a re-roofing effort over the existing roof and intended to provide the roof with another 15-20 years of service. We are nearing the end of that service life, and leaks have been more prevalent over the past couple of years.

Is the District seeking replacement of the Windows Section?

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Windows in Section (count)

As noted above, fixed and hopper windows with aluminum frames. These windows were installed in 2008. As a result of the size and configuration of existing openings, we were limited in the number of operable windows that could be

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Various glass repair and replacement due to breakage. If a comprehensive renovation was to be completed on the existing building, openings would have to be modified to allow for the incorporation of more operable windows, This was not possible within the available budget in 2008.

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed-description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

Fire Protection: There is currently fire protection in this building, but it does not meet NFPA.

Plumbing: The existing system is cast iron hub piping; the piping has deteriorated is some places and has been replaced with new hub-less piping. The sanitary piping outside of Room B121 keeps clogging up and causing back-ups; the pipe has been cleaned, and a camera has been run to investigate the issue. It appears the pipe has settled and created a low point in the pipe underground.

Water Heaters: in the Coakley Middle School there is (1) Electric Water Heater that feeds the school, and it is in working

Plumbing Fixtures: Currently all the fixtures are aged, and most do not meet ADA requirements and will need to be replaced but are in working condition. The water fountains do not meet ADA requirements. The kitchen contains (2) floor mounted grease traps. Grease traps are functional but may require future replacement.

HVAC: The Coakley Middle School is an electrically heated facility and as such, has no central boiler plant. Air Conditioning: This school is air conditioned by means of packaged rooftop units, which supply conditioned air through a system of ductwork and delivered to the spaces by ceiling diffusers. Thee rooftop units are operational, but many of the units exhibit extensive rusting of the casing. Furthermore, installed units are considered very inefficient by current

Unit Venilators: The classrooms are furnished with classroom unit ventilators outfitted with electric resistance heating coils. The unit ventilators provide these spaces with heat and ventilation. The unit ventilators were manufactured by Nesbitt. The unit ventilators are original vintage and although they are still operational, they have outlived their useful service life. Electric Service: The primary electric service which originates from an electric utility company pole feeds the transformer in the transformer vault via underground conduit/cabling. The electric service appears to be original to the building and in

poor condition. Normal Power System: The switchboard is fed by the transformer located in the transformer vault. The switchboard, rated at 4000 amp,277/480 volt, three phase, with four wire distribution, feeds panelboards located in the Main Electric Room, as well as panelboards throughout the building. Drytype transformers are located throughout the building and are used to step down feed 120/208 volt, three phase, four wire panelboards and loads. Most of the normal power distribution is manufactured by General Electric. The normal power system appears to be original to the building and is in poor condition.

Emergency Power System: The building has as 120/208 volt, three phase, four wire, 60 kw natural gas generator as manufactured ky Kohler. The generator provides power to the emergency lighting via automatic transfer switch, transformer, and emergency panelboard are located in the Main Electric Room.

Boiler Section

Is the District seeking replacement of the Boiler? NO

Is there more than one boiler room in the School? NO

What percentage of the School is heated by the Boiler?

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

Electric

Age of Boiler (number of years since the Boiler was installed or replaced) Description of repairs, if applicable, in the last three years. Include year of repair:

n/a

Has there been a Major Repair or Replacement of the HVAC SYSTEM? NO

Year of Last Major Repair or Replacement: (YYYY)

Description of Last Major Repair or Replacement:

n/a

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM?

Year of Last Major Repair or Replacement: (YYYY)

Description of Last Major Repair or Replacement:

N/A

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

Floors: The majority of the building's floor finishes are Vinyl Asbestos Tile (VAT), including the corridors, classrooms, cafeteria, and offices. Through efforts by the maintenance staff have kept these floors in good condition, asbestos is considered a hazardous material and, for a school, abatement is recommended in order to avoid the possibility of the product becoming friable. The library and modular classrooms are carpeted. At some entries, the floor surface is tile in the same color as the exposed brick interior walls. This is the material for staircases as well and, overall, this product creates a dark atmosphere that is not consistent with the bright, dynamic, will-lighted interiors of a modern middle school. The floors in the toilet rooms and kitchen are ceramic tile. The gymnasium wood athletic flooring is in good condition for its age and shows only limited signs of wear. However, it has likely been sanded many times and its long-term viability should be

Walls: Interior walls along the building's perimeter are concrete masonry units (CMU) that have been finished with plaster. This is apparent as modern retrofitted amenities are all exposed including wiring for power, light switches, and interactive whiteboards, Interior partition walls are plaster on metal studs. Because much of the interior walls are covered with marker and tack boards, they have been well-preserved. There are handful of classrooms with operable walls covered in a felt acoustic finish, but these are generally kept closed. The corridors are a combination of tile, exposed brick, and plaster on metal stud which has been patched and painted. The Corridor walls within the classroom sector are lined with full-height lockers, a very "Industrial Revolution" practice which is not longer prevalent in middle school design. technology and media devices have greatly reduced the required storage area for student books and personal items, and corridors in a modern middle school are more highly utilized for small group learning, tutoring, and independent study. the walls in the kitchen and cafeteria areas are concrete masonry units (CMU) or ceramic tile. There is no acoustical freatment on the walls for absorbing or reflecting sound in the space. The walls in the gymnasium are painted CMU with wood bleachers on each side and a band of wood paneling from the floor to about eight fleet high on the wall. The wood bleachers show signs of wear and tear. The walls of the space do not have any acoustical treatment for absorbing or reflecting sound in the

Doors: The interior painted wood doors with hollow metal frames throughout the school are original. Many of them show signs of wear and chipped paint. These older doors provide very little acoustical separation between the corridor and classroom when compared to modern doors and construction standards. Although the glass found in the corridors represents typical standards (wired glass) at the time it was installed, modern codes, regulations, and standards would require that this glass be fire rated and provide a greater degree of fire separation between the classroom and the exit corridor. the doors from the corridor to the egress stairs also lack compliance with modern codes, regulations, and standards and do not provide the necessary fire ratings for protection of the egress stairways. Most of the original door hardware appears to have been replaced over time. However, as regulations have continued to evolve over the recent past, much of the door hardware remains non-compliant and is further discussed in the handicap accessibility portion of

Ceilings: Plaster, lay-in 2x2 and 2x4 ceiling tile (ACT) with grid, and 1x1 ACT are the most common ceiling systems throughout Coakley Middle School. The condition of the 2x2 AACT, above the main entry lobby and cafeteria, is the best oif these three material choices. The classroom and corridor 1x1 tile is mismatched where replacement has occurred and broken in some places. Plaster Ceilings, like the one in the auditorium, are dirty and would benefit from re-surfacing. Acoustical ceiling or wall treatments, would better enhance the sound quality of these learning environments, as the multiple layers of paint on the ceiling tile have likely compromised much of their acoustical qualities. Any upgrades to the building's mechanical, electrical, plumbing, or installation of a fire suppression system will require that the 2x2 lay-in ceilings be removed and replaced and will also likely require new lay-in ceiling with grid in all areas that do not currently have such.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current grade structure and programs offered and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

The Coakley Middle School serves 765 pupils in graded 6 through 8. The size, configuration, organization, environmental quality, and instructional amenities within the classroom are critical to successful teaching and learning. All classrooms have internet access and smart boards but are undersized based on multiple educational guidelines and standards, including

MSBA's standards. There are no non-traditional classrooms available for flexible instruction. Classrooms typically must be organized and function in a 1970's model, as there us no space available to accommodate interdisciplinary collaboration and instruction. There are numerous interior classrooms without natural light or ventilation, which would not exist under modern educational guidelines and standards. the Coakley instructional model is organized by teams, but the building is not organized to support academic teams or neighborhoods, as its functional arrangement is counter to this modern approach and it also lacks many of the necessary support spaces. Academic classroom areas include no hands-on, project-based learning and instruction areas, commonly referred to as "Maker/Builder" spaces in the modern middle school environment. Modular classrooms intended as temporary structures have become permanent fixtures for the school Special Education; The Massachusetts Department of Secondary and Elementary Educations (MA DESE) has evolved significantly since the time when the Coakley Middle School was designed and planned. Additionally, all educational delivery and support surrounding special education has become significantly more targeted and strategic. This results in numerous additional spaces and programs, most of which need to be strategically incorporated into the general academic areas. Available space within the Coakley Middle School for special education typically includes the conversion of spaces that were initially intended for some other purpose. This results in spaces that are undersized, insufficient, and poorly located' lacking the amenities that would be incorporated into a modern program. Significant efforts have been made by teachers and administrators to create the best possible conditions considering the physical limitations of the existing building. However, the utilized spaced do not meet current state recommendations and guidelines for size, location, or

Science Classrooms: There are five science classrooms with shared prep and storage rooms on the first floor. The classrooms are significantly undersized based on current educational guidelines and MSBA guidelines and recommendations. The labs also lack any integration to other disciplines or a project-based engineering lab that would allow for hands-on learning. Students in modern middle schools science programs integrate engineering, math, technology, art, and science in the development of projects that demonstrate the integration of building, engineering, presentation, and creativity.. These projects require available space and appropriate organization and integration of the academic classrooms. Unfortunately, the Coakley Middle School is designed to isolate science instruction in a remote environment without the necessary space for application projects. The small size of the science classrooms, combined with their location and organization, presents a significant challenge to modern middle school science instruction.

EDUCATIONAL SPACES: Please provide a detailed description of the Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a description of the media center/library (maximum of 5000 characters).

General Academic Classroom: 25 classrooms (including modular) with most classrooms sized at approximately 750 sf. Science classrooms/laboratories: 8 science classrooms sized at 750-999sf. Science prep rooms are not available to each science classroom and most rooms lack any usable lab amenities.

Teacher planning rooms are non-existent.

The library/media center is grossly undersized and it further reduced by the need to extract critical space from the media center for other purposes. The media center becomes overcrowded when even a single classroom visits for media instruction and can noisy during many parts of the day. Student research computers within the media area have been reduced to 5 stations, and there us very limited area for individual research and study.

The student dining space (cafeteria) is smaller than MSBA guidelines and cannot provide sufficient seating for our student body in a three-lunch-period schedule. We must either expand the lunch time period to accommodate four se(which significantly compromises program offerings) or overcrowd the cafeteria during three lunch periiods.

CAPACITY and UTILIZATION: Please provide the original design capacity and a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

Currently, most academic classrooms are at least 30% over capacity based on their size (750sf) as well as generally

accepted guidelines (including MSBA guidelines) and standards for available space per student. Classrooms that are sized to accommodate 18-20 students are crowded with 22-28 students. Science classrooms and labs are even more overcrowded, as spaces which can safely accommodate 12-15 students in a lab environment (750-999sf) are crowded with 22-28 students.

Six modular classrooms were added approximately 13 years ago to relieve overcrowding, but they provide no relief to the current large student body.

Specialized program offerings have been eliminated in order to maximize the average number of students per classroom and to achieve over 95% utilization of existing classrooms.

the administration has taken numerous steps to address space and capacity challenges:

- * Former technology education rooms have been converted to classrooms
- * PE storage rooms have been converted to special education rooms for physical and occupational therapy.
- * Mechanical and storage rooms have been converted to special education classriooms.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

The district has two shifts of custodians and a maintenance staff. A work order system is used to tract and address facility repair requests. There is a preventative maintenance plan for boilers, hot water heaters, HVAC and plumbing equipment. General maintenance is performed as needed. Life safety systems such as fire extinguishers, fire alarms, and emergency showers/eye wash stations are checked regularly. District staff performs routine maintenance while more complex work is performed by outside vendors. District custodians clean the buildings daily, and during the summer months a more thorough cleaning is completed. The summer work involves detailed cleaning of classroom space from ceiling to floor including floor refinishing, painting, and washing down all student and teacher furniture. The summer months are also a time for completing heavier maintenance on building systems, on a as-needed basis.

Someexamples of recent capital improvements to the middle school are listed below:

- * 2002-Heating in auditorium
- * 2005-Roof replacement
- *2008 -Window replacement and surveillance cameras
- *2009 Partial interior lighting replacement
- *2013 -Card Access system
- *2016 Exterior lighting

Question 1: Please describe the existing conditions that constitute severe overcrowding.

Much of the below summary can be found in the above response to the SOI question regarding overcrowding at the Coakley Middle School, as well as in the description of the conditions that constitute overcrowding. The above response is repeated and expanded below.

In 2005, the Norwood School district added four modular classrooms to the Coakley Middle School. In 2006, an additional two modular classrooms were added. All of these classrooms were critical to providing much-needed general classroom. Unfortunately, although this space provided some minimal relief to classroom overcrowding, no additional space was added to accommodate expanding special education programmatic needs, media center needs, technology educational needs, project labs, collaboration space, teacher planning areas or offices, and a host of other needs. The result is a severely overcrowded environment that is extremely challenging for students and educators. Despite maintaining consistent administrative leadership and educational leaders throughout the remainder of the district, the Coakley Middle School has suffered significant turnover on a regular basis. The challenges presented by the physical building and the anxiety created by overcrowding and the lack of available space is often identified as a cause for the turnover at the Coakley.

The Coakley Middle School was originally designed to accommodate 625 pupils, Today it includes 765 pupils, and this is only achieved through the use of the modular classrooms. However, the overcrowding results in crowded corridors, hallways, and a lack of specialized and support spaces.

Many of the academic classrooms are at least 30% over capacity based on their size (750sf), as well as generally accepted educational guidelines and standards for available space per student. Classrooms that are sized to accommodate 18-20 students are crowded with 22-28 students. These classrooms should be

a minimum of 850sf and preferably be 900sf in order to allow teachers to implement hands-on learning opportunities and project-based instruction. Classroom projects require students to collaborate in groups and to have opportunities to present their work to other students on a daily basis. Instead, classrooms space limitations require students to sit in tightly packed rows in as industrial Revolution model identical to classroom instruction of the 19" Century. Teachers who need to reorganize their classrooms to support interdisciplinary projects and presentation on a daily basis are instead forced to eliminate such practices except when they are able to schedule a larger space (like the cafeteria) to relocate students. Teachers fully understand the importance of developing a facilitative and flexible learning environment, but are restricted by the limited amount of classroom space. The crowded classrooms also increase the potential for student conflict, as teachers and staff confirm a much higher level of anxiety and conflict throughout the classrooms and hallways.

Special Education resource and support rooms that should provide 75-100sf per student are located within repurposed spaces that only provide 30-50sf per student. Many of these students have social and emotional needs and can be easily distracted. Placing them is more restrictive spatial environments provides an additional challenge to their instruction. Additionally, the small general classroom sizes prohibit the necessary and required integration of special education students into the regular academic environment. Special education students that should be nicely integrated into an appropriately-sized general education classroom sometimes struggle to find adequate space to seamlessly integrate into the undersized classrooms.

Science classrooms are clustered in one area of the school, and several of the rooms that are occupied as a science classroom were originally designed to support lab instruction. These spaces are more than 30% over capacity, as spaces which can safely accommodate 12-15 students in a lab environment are crowded with 22-28 students. In order to accommodate the current enrollment, these same spaces exceed 95% utilization, resulting in a less flexible course scheduling which limits student access to specialized offerings.

Question 2: Please describe the measures the School District has taken to mitigate the problem(s) described above

- * The district has added six (6) modular classrooms at the Coakley Middle School * The original building design and floor plan included four flexible classrooms with sufficient space for project-based learning and multiple classroom configurations. All of these spaces have now been

subdivided into two spaces, essentially converting four larger classrooms into eight smaller classrooms. * The district has converted storage and auxiliary spaces into literacy rooms, SPED support rooms, spec

* The district eliminated a former computer lab to create two SPED academic support areas.

* The district converted a former maintenance room to a STEM room and utilizes the former wood shop as

typically be offered in the * The district utilized the auditorium for numerous academic and instructional purposed that would classroom; although not ideal, it does provide an additional learning space.

Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

The original Coakley Middle School was designed for significantly less students that the current enrollment. The original design included numerous interior spaces/rooms with no windows, with an expectation that these rooms would not be occupied by students 100% of the day. As a result of the overcrowding, all available spaces have been converted to general classrooms, science classrooms, or special education space. The result is twelve (12) academic classrooms with no natural light or natural ventilation, numerous special education classrooms and support spaces with no natural light or natural ventilation, a media center with no natural light or natural ventilation, the narrow internal hallways and corridors with no windows or views to the outdoors. The overcrowded conditions require over 94% utilization of available classrooms, which can be done through standardized course offering and schedules for all students. This limits the number of specialized course offerings.

The Coakley Middle School suffers from a very high staff and administrator turnover rate (compared to other schools to the district) and the facility to often blamed for creating a stressful teaching and learning environment with heightened anxiety among occupants.

An increasing number of special education with high needs, combined with a general lack of quality, flexible classroom space, and severe shortage of smaller spaces for specialized 1:1 and small group instruction, makes the continued delivery of this program very challenging. There is no space available for OT services, and the overscheduled gymnasium provides no relief. Three small office spaces were converted to resource classrooms, and other former storage and office spaces have been converted for testing and counseling. Many of these spaces are poorly located and lack the necessary privacy and confidentiality. Some are located in undesirable high traffic areas, and some spaces require that student traffic move through an occupied counseling of tutorial space in order to get an adjacent space, resulting in constant disruption to students who are already easily distracted.

Science classroom schedules have been constantly modified over the past several years in order to allow students to have a least minimal exposure to the limited number of appropriately-sized science labs. Curriculums in the smaller science labs are adjusted to accommodate for the lack of lab space. The unfortunate result is students have less time than desired in lab instruction. None of the science classrooms are appropriately sized to support both classroom and lab instruction, and the requirement of these spaces to operator in either one mode or other greatly limits the desired classroom and lab time for learning.

The current layout of small classrooms stacked along narrow corridors inhibits the best practices of collaboration and planning for project-based interdisciplinary learning opportunities. Undersized classrooms do not allow contemporary pedagogical objectives of student-centered classrooms with a variety of seating configurations. In order to prepare students for successful adulthood in the 21st century, educational classroom environments must work to engage all learning types in a blended learning environment where have opportunities to learn in multiple styles but are also guided by teachers in completing self-directed inquiry and investigation through research and hands-on activities. There is no available student collaboration space project-based lab space, or maker space available to the various academic teams.

The <u>limited</u> size of <u>academic</u> classrooms also prohibits the necessary and required integration of special education students into the regular academic environment. Special education students who should be productively integrated into appropriately-sized general education classrooms are instead awkwardly placed in an already overcrowded classroom, compromising the intended integration experience. The number of students who can be integrated is restricted by available classrooms space. Deficiencies in appropriate and available teaching, evaluation, and counseling spaces creates numerous challenges toward delivering the necessary serviced to student.

As a result of the significant need for additional classroom and special education space, teacher collaboration spaced have been converted to other uses and are no longer available. Technology has greatly assisted collaboration amongst teachers and staff, anowever, the power of face-to-face interaction has yet to be replicated by technology. Human interaction is everything, especially in a creative, innovative, and knowledge-intensive sector such as education. The strength of any creative organization is shaped by the day-to-day chance contact of its members as it is by formal gatherings such as scheduled appointments. Critical information leading to educational innovation often comes from informal encounters between teachers from varying

plines and backgrounds. The Coakley Middle School should include spaces which promise this interaction while also

Mamy library/media center programs have been eliminated because the former space has to be used to support numerous (nonmedia) programs and functions. The media center was originally sized to accommodate a much smaller student enrollment and was not expanded to accommodate the increased enrollment and the addition of modular classrooms and multiple nontraditional classrooms.\Coakley Middle School enrollment projections confirm that the current enrollment numbers will remain strong (steady) and that the current overcrowded conditions will continue. The expansion of 21st century learning opportunities and programs, as well as the increasing demands of high needs students, will continue to require additional space, These needs are constrained by the lack of classroom space and shortage of smaller spaces for specialized 1:1 and small group instruction, as well as a lack of adequate therapeutic, collaboration and conferencing spaces,

* Modular classrooms have been in place for 13 years and are aged, undersized, and deteriorating.

* A lack of science classrooms has required smaller general classrooms to be converted to ad-hoc science classrooms. These labs do not provide adequate space for lab instruction.

* Numerous open stairs within the hallways and corridors to accommodate partial level changes between floors creates significant accessibility challenges.

* STEM activities occur in a converted workshop.

Small narrow corridors are crowded during classroom transitions and foster students conflict.

A grossly undersized media center limits the availability of media resources and opportunities for students.

Internal classrooms with no natural light create an undesirable learning environment for both teachers and students,

Undersized classrooms crowded with 28 students limit teaching strategies.

* Many of the special education resource and support rooms are converted interior spaces that are undersized and have no windows or natural light.

"he all-electric building that relies on mechanically-forced ventilation (non-operable windows) creates an undesirable learning environment where temperatures and climate within the building can vary significantly, with little control on the individual classrooms.

Please also provide the following:

250 Cafeteria Seating Capacity: Number of lunch seatings per day: Are modular units currently present on-site and being used for classroom space?: YES 13

If "YES", indicate the number of years that the modular units have been in use:

Number of Modular Units:

6

Classroom count in Modular Units:

Seating Capacity of Modular classrooms: What was the original anticipated useful life in years of the modular units when they were installed?: 10 Have non-traditional classroom spaces been converted to be used for classroom space?:

If "YES", indicate the number of non-traditional classroom spaces in use: Please provide a description of each non-traditional classroom space, its originally-intended use and how it is

Question 1: Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

The Coakley Middle School is a 40-plus-year-old facility that was designed during the 1970's when architects/engineers were experimenting with the concept of a 100% electric building that relied 100% on mechanically-forced ventilation. This concept was based on the assumption that a machine (the mechanical equipment and controls) could do a better job determining the amount, temperature, and freshness of the air supplied to all spaces, and therefore, operable windows were determined to be unnecessary, and even problematic. Additionally, interior spaces with no natural daylight were assumed to be adequate for all-day student and teacher occupancy. Unfortunately, most of these assumptions were wrong and the occupants of the Coakley Middle School have always been challenged by the environment created by these poor assumptions. Classroom unit ventilators are all-electric, including electric heating coils.

The designed systems are integral to the building's structure and configuration, and their wholesale replacement has never been an option without significant selective demolition to major portions of the existing building.

Structural decisions regarding the steel framing of the building's roof also turned out to be inadequate, and the District was required to complete structural modifications on classrooms in order to address significant defection that was occurring in the roof structure during snow loads.

Failing windows were replaced approximately 10 years ago, but the ability to convert these windows to operable windows was compromised by the configuration of the original window openings.

Classroom unit ventilators are now failing as a result of being at the end of their lift expectancy, but must be replaced by the same type of inefficient all-electric units because there is no hot water distribution piping in the building.

A roof replacement was completed in 2002; additional slope of insulation could not be added due to the limited capacity of the roof structure. Therefore, the roof continues to develop ponds of water and drain poorly. The original roof was too flat (even for a so-called flat roof) and lacked sufficient drains.

Multiple floor levels make accessibility very difficult, and changes in floor levels are so numerous that they cannot be resolved with an elevator.

The single elevator provides inadequate accessibility to a building with multiple elevation changes between floors.

The above-identified issues affect all spaces within the building. Interior spaces with no exterior wall surface and, therefore, no exterior windows or natural, ventilation are particularly impacted and include general classrooms, science rooms, media center, and special education classroom and support areas.

Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

Modifications were made to the structural framing in roof areas to accommodate the significant deflection occurring during snow loading.

Where items like motors, fans, and lighting have been replaced, more efficient units have been installed, but the building continues to consume more energy than any other Norwood school buildings.

2002 - Heating in auditorium

2005 - Roof replacement, but no ability to increase insulation value or existing slope and drainage due to limited capacity of roof framing

2008 - Window replacement and surveillance cameras. Where possible, operable windows were installed, but many opening sizes and configurations prohibited operable windows without major structural reconfiguration.

2009 - Partial interior lighting replacement

2013 - Card Access System

2016 - Exterior lighting

Question 3: Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Ongoing maintenance and modifications have been completed on the existing systems to provide the best possible environment for students and teachers. However, spaces such as interior classrooms (no exterior wall), offices, and support areas were designed to receive 100% of their ventilation from rooftop fans. These spaces typically draw very warm air during the shoulder seasons in the Spring and Fall, making these spaces very uncomfortable to occupy.

Existing systems are reaching the end of their anticipated life expectancy and fail routinely. This disrupts the school's ability to utilize some spaces, where available space is already at a premium. A comprehensive replacement of all building systems is in order, but the District has paused such efforts pending the fate of the building and knowing that if all building systems are to be replaced, a selective demolition of the building's all-electric systems should be considered. This would constitute a major renovation project.

Interior lighting projects have been completed within the building to alleviate some of the challenges associated with the lack of natural light and dimly-lit spaces. However, without a comprehensive replacement of all lighting systems, many spaces remain at below-acceptable levels, particularly interior spaces with no windows.

Aging plumbing systems are replaced as needed but fail constantly. Many components are found out-of-order until repairs and/or replacement can be completed. A comprehensive system replacement is in order, but the District has paused such efforts until a project which addresses overall building accessibility (including plumbing fixtures) can be considered. This would include the multiple level changes within the building.

Accessibility: Many students with physical challenges are not able to enter the building through its original and primary (main) entrance. Additionally, even if a student could arrive through the main lobby, they are immediately met with another set of inaccessible stairs. The building is designed to have multiple floor level changes within its footprint, making it very difficult to navigate for many students, visitors, and staff members.

Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility that is the subject of this SOI and how it will improve your district's educational program.

Providing a comprehensive removal and replacement of the exiting building systems and/or providing a new replacement middle school will be required in order to address the array of deficiencies described above. Such project could restore natural ventilation, improve indoor air quality, eliminate interior spaces and classrooms, resolve accessibility challenges, and provide a much brighter (natural and artificial light) building interior. If this facility is to be utilized for the next 40-50 years, a comprehensive renovation or complete building replacement will be necessary.

Please also provide the following:

Have the systems identified above been examined by an engineer or other trained building professional?:

YES

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):

Norwood Public Schools Feasibility Study & Long-Range Plan dated September 2017

Prepared by:

AI3 Architects, LLC

526 Boston Post Road

Wayland, MA 01778

508-358-0790

The date of the inspection:

6/1/2017

A summary of the findings (maximum of 5000 characters):

See attached 2017 Feasibility Study and Long-range Plan.

Priority 7

Question 1: Please provide a detailed description of the programs not currently available due to facility constraints, the state or local requirement for such programs, and the facility limitations precluding the programs from being offered.

The Norwood Public Schools mission is to seek academic excellence by including key components and beliefs:

- 1) Provide a safe, nurturing, and supportive enironment
- 2) Teachers must engage every student in learning
- 3) Reasonable class sizes and time on-learning
- 4) Academics is the primary focus of education and should provide a wide range of curricular opportunities
- 5) Tiered instruction for all learners
- 6) Systems of support. Many of these essential components of our educational vision are compromised by our current middle school facility because the facility cannot support the fundamental tenets of our vision and goals due to it inherent construction, size, age, and layout of spaces.

There are several important special educational programs which have been uniquely tailored to our students population at the elementary level and as these students move through the schools, there are no appropriate places/spaces to receive these students in the middle school. At this point in time, many Special Education spaces at he middle school are designed to non-traditional spaces that have been created through the conversion of former office, storage, closet, and mechanical spaces that lack natural light (like many areas within the building) and are inadequately sized for flexibility or use or need for students that fall into the categories of: Specific Learning, Health, Communication, Intellectual, Neurological, Emotional, Autism, Developmentally Disabled, Multiple Disabilities, Physical, Sensory, Vision or Hearing. Programs like physical therapy/occupational are conducted in a former gym equipment room which is both undersized and poorly located. Conferencing space within the building in non-existent for administration, guidance, and special education. We have a significant number of students on IEP's and thus have many team meetings that need to be held to manage the special education students educational programs in accordance with all special education rules and regulations. It is very difficult to find confidential and adequate space for these meetings in the building. This also impacts counseling sessions.

There are many areas of the building which do not meet Americans with Disabilities (ADA) federal regulations and/or Massachusetts Access Board requirements. This multi-level building (floors which are staggered 1/2 floor level) includes several level changes. Additionally, door openings and access areas within the building have never been reconfigured to comply with current standards, as the building's physical structure prohibits these alterations. Door hardware and access to plumbing fixtures is non-compliant.

Ideally, the middle school teams would be organized to include English, language, math, humanities, and science in a collaborative neighborhood that incorporates team collaboration space, small and large group support space, special education integration, and a project lab for team use. The staff and administration at the middle school works very hard to deliver 21st Century educational program that includes team building, independent development, varied and flexible learning, accommodation of varying student learning styles, and support programs for students who stumble with a particular task or discipline. All of these strategies and goals require the necessary space to deliver program is an appropriate manner. Many of them also rely heavily on the organization of the building. Currently, the staff and administration attempt to group academic teams such that their classrooms are as close—together as possible. However, key disciplines like science are not contained within these teams because the original labs are clustered together in one area of the building. Additionally, there are too-few—labs, so some teams have science in a non-traditional converted classroom that is undersized and lacks any science lab accommodations. Teams plan collaborative projects that involve interdisciplinary

instruction, but the small classrooms and absence of team collaboration areas or project labs prohibit teachers form offering more robust hands-on learning opportunities. Students that could benefit greatly from receiving specialized support in a small group pull-out setting must be moved to more remote special education areas because the necessary space is not embedded into the academic team area. Teachers who would like to collaborate on specific student needs and plan for interdisciplinary instruction can be found desperately trying to find a meeting space within the building, as even

classrooms are occupied at over 95% efficiency and are not available for such purpose. Student instruction and facilitation strategies inside the classroom and within the academic teams is being driven by the lack of available space and not by the

desired educational program. Additionally, special

education spaces are not integral to the team's classroom, and the undersized general classrooms limit classroom flexibility and the application of special education inclusion within the general classroom.

Science labs are undersized and lack accessible lab stations; they are inadequately equipped to adequately service any of our students. Science is a discipline whereby students learn best through laboratory experimentation and hands-on activities. Due to the small size of our science labs and the large numbers of students that we move through our science classes, there is less opportunity for each individual student to personally engage in those activities, since it is necessary in almost all cases to limit the amount of time students have access to lab activity, Contributing to the spatial challenge is the fact that spaces never intended to be science classrooms have now been designated for science in order to accommodate increased student enrollment.

The library has been reduced significantly from its original (small) size in order to accommodate computer application, conference needs, and other support services. It is not configured nor structured to provide an accessible and appropriate digital environment for a 21st Century Library/ Media Center.

The Fine Arts classes are forced to share auditorium and stage space with general academic classrooms and other specialized needs.

All of the existing classrooms are undersized, inflexible, and too small to handle the increased enrollment. The modular classrooms are an appendage to the original building and these teams are separated from other teams within the building.

Priority 7

Question 2: Please describe the measures the district has taken or is planning to take in the immediate future to mitigate the problem(s) described above.

The district has moved classrooms as necessary to accommodate specific student needs. This is challenging, and the result often involves many compromises.

We have converted regular classrooms to science classrooms, but they lack the necessary lab amenities.

Modular classrooms have been added to the original building.

Student projects and hands-on learning opportunities have been adjusted to allow only those activities which require minimal space.

We have completed numerous capital improvement projects to alter and improve spaces, as detailed in Priority 5 above.

We have modified class schedules to increase utilization of all spaces to over 95%, with some spaces utilized 100% of the time.

Many spaces serve multiple purposes all-day long.

Numerous spaces inside the building have converted from storage or closet space to serve as educational space, as detailed herein.

Programs and courses throughout the middle school have been eliminated, modified, or restricted, as detailed herein.

Priority 7

Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

The Coakley Middle School is an excellent example of the challenges that occur when a building that should contain less than 600 middle school students swells to over 750 students through the addition of modular classrooms, with no expansion to the core facilities. The result is a crowded environment where teachers struggle to find a space for conferences, testing, collaboration, and small instruction. Even something as simple as finding a restroom becomes more challenging when core facilities are undersized and lacking.

It is difficult to define the full impact of the undersized and inadequate facilities at the Coakley; however, the fact that the Coakley has had 6 administrators (Principals) in the last 7 years speaks volumes regarding the numerous facility challenges that the teachers and administrators experience on a daily basis.

Much of the strength of educational delivery is driven by the teachers's collective ability to meet, plan, and discuss student and curriculum needs. When there is no space available for such activities, these is increased frustration regarding the professional limitations caused by the facilities.

As indicated in Question 2, the staff and administration are well-versed in delivering the team-based educational strategies required by 21st Century learning. Unfortunately, the facility does not facilitate such strategies.

As spaces become subdivided to accommodate the need for more programs and classrooms, these spaces become insufficient for supporting their function. Classrooms, resource rooms, offices, etc have all been made smaller as a result of the search for additional classrooms, counseling spaces, testing spaces, and special education support rooms. This places an additional burden on the staff and administration at the Coakley as they work to deliver more services in less space.

Small Group Reading instruction takes place in retrofitted office/conference space, which is inadequate and under-equipped. Some of the instructional spaces are in a traffic pattern to reach other small group instructional areas.

Science is a discipline where students definitely learn best through laboratory experimentation and hands-on activities. Due to the small size of our science labs and the large numbers of students that we move through our science classes (most classes are in the mid-20's in number of students), there is less opportunity for each individual student to personally engage in those activities, since it is necessary in most cases to share lab stations with another student.

Our counseling spaces are inadequate and perhaps some of the most tired and dreary of any spaces in the building. Many of the counseling spaces have no natural light. These arrangements provide some of the least comfortable spaces in the building, and students with some of the greatest needs use them.

The absence of teacher collaboration and planning space provides many challenges to cross-discipline instruction and limits the amount of time for discussion of specific student needs.

Inadequate bandwidth in the building and difficulty retrofitting the building due to its masonry walls make the integration of technology very challenging. Many teachers have removed technology applications from their instruction as a result of poor reliability on technology systems. Users cannot be on multiple wireless devices in the same area at the same time without causing a slowdown to the speed of the device, or sometimes, being bumped off of the network altogether.

We have a high percentage of our students on IEP's and thus have many team meetings that need to be held to manage the special educational programs in accordance with all special education rules and regulations. It is very difficult to find confidential and adequate space for these meetings in the building.

Testing space is also limited. Testing for individual students to determine their needs and disabilities takes place in the aforementioned inadequate counseling spaces,

Enriching electives provide an opportunity to spark an interest or to more fully engage students in the learning environment. Accessing such engagement through students interests and /or strengths improves the experience and dedication of students to take responsibility for their overall learning. We currently cannot offer many desired electives due to lack of appropriate space for the instruction.

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

If the SOI is being submitted by a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen OR the Board of Selectmen/equivalent governing body AND the School Committee.

If the SOI is being submitted by a regional school district, a vote in the following form is required from the Regional School Committee only. FORM OF VOTE Please use the text below to prepare your City's, Town's or District's required vote(s).

Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School

Please use the text below to prepare your City's, Town's or District's required vote(s).

FORM OF VOTE

Building Authority.

Resolved: Having convened in an open meeting on 2 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Bard of Selectmen (City Council/Board of Aldermen,
Board of Selectment/Equivalent Governing Body/School Committee] Of
accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit
to the Massachusetts School Building Authority the Statement of Interest dated 323-18 for the
1315 Washington It. Workson A [Address] Which
describes and explains the following deficiencies and the priority category(s) for which an application
may be submitted to the Massachusetts School Building Authority in the future
Elimination of Existing Someon Orangemoing
Replacement, renovation or modernization of
schools Facility systems To peduci costs
Replacement of OR ADDITION TO & DSG/ETS BUILDING
IN ORDER TO PROVIDE FOR A FULL RAPH OF PROGRAM
CONSISTENT WITH STATE + Apparend Macopylipin Depression TS
on the Statement of Interest Form and a brief description of the deficioncy described therein for each priority); and hereby further
energically acknowledges that by submitting this Statement of Interest Form, the Magachyaotta School

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

If the SOI is being submitted by a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen OR the Board of Selectmen/equivalent governing body AND the School Committee.

If the SOI is being submitted by a regional school district, a vote in the following form is required from the Regional School Committee only. FORM OF VOTE Please use the text below to prepare your City's, Town's or District's required vote(s).

16/11/17

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on 1/25/15 prior to the closing date, the
Klorwood School Calmin, Her City Council Board of Aldermen,
Board of Selectron on / Equivalent Governing Body/School Committee] Of
accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit
to the Massachusetts School Building Authority the Statement of Interest dated 3-23-18 for the
COAK by missels & that Mana of School located at
1315 Washing STRUM HOBNORD Ma [Address] Which
describes and explains the following deficiencies and the priority category(s) for which an application
may be submitted to the Massachusetts School Building Authority in the future
Elimination of Existing Someon Organowoing
Replacement, renovation or modernization of
schools Facility Systems To poduce costs
Replacement of OR ADDITION TO absolute Buildings
In again 10 pagying for a full RAME of Pagentin
CONSISTENT WITH STATE + APPEARED MOCEPHIND PROPERTY STATES
on the Statement of Interest Form and a brinf description of the deficiency described therein for each priority); and hereby further
specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School

specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

TOWN OF NORWOOD

School Committee Meeting James R. Savage Educational Center Wednesday, January 24, 2018

A meeting of the Norwood School Committee was held on Wednesday, January 24, 2018. The meeting was called to order at 7:00 p.m.

Committee Members Present: Ms. Myev Bodenhofer. Chair, Mr. Patrick McDonough, Mrs. Michele Eysie Mullen, Ms. Teresa Stewart and Ms. Maura Smith.

Administrators Present: Dr. Dave Thomson, Superintendent of Schools; Dr. Alec Wyeth, Assistant Superintendent for Instruction, Curriculum and Assessment; and Ms. Ann Marie Ellis, Director of Finance and Operations.

Minutes: Ms. Smith made a motion to approve the minutes of January 10, 2018, (with the additions requested to the addenda by Ms. Stewart) and January 12, 2018 (Training), which was seconded by Ms. Stewart. The Committee voted in favor 5-0.

Correspondence: Chairwoman Bodenhofer acknowledged receipt of the following correspondence:

-Letter to Selectmen - MSBA vote

Chairwoman Bodenhofer said that now that the application process is open, Mr. Riccardi suggested we take a vote to reaffirm the Committee's decision to go ahead with the Statement of Interest for the Replacement of the Coakley Middle School.

Ms. Stewart made a motion to reaffirm the previous vote to move ahead with the Statement of Interest for replacement of the Coakley Middle School, which was seconded by Ms. Smith. The Committee voted unanimously in favor 5-0.

Warrants: Chairwoman Bodenhofer informed that there were warrants to be signed. She proceeded to read the totals.

Payroll Warrants:	\$ 74,817.29
Accounts Payable Warrants:	\$ 77,737.37 30,745.90 27,776.79 427,525.53 47,238.67 53,324.03 151,342.96
Total Expenditure of:	\$ 890,508.54

Ms. Delaney then said that as far as her needs/wishes go, she would love to put a playground in the back of the building. She said there was a small one there a while ago that had to be torn down, as there was potential for too many injuries.

Mrs. Mullen asked that Extended Day look into adding Preschool to their program since the new preschool program will be up and running at the Savage very shortly. She suggested possibly giving parents a short survey to find out what the needs are.

Reports: None.

Policy: Mr. McDonough said the next Policy Sub Committee Meeting is scheduled for tomorrow.

Superintendent's Report and/or Late Agenda: Memorandum of Understanding between Norwood Public Schools and Norwood Police: Dr. Thomson updated that Chief Brooks of the Norwood Police Department suggested updating the Memorandum of Agreement between the Norwood Public Schools and the Norwood Police Department and the District Attorney's Office. Chief Brooks suggested a few updates/changes to the Memorandum. If the Committee approves it this evening, Dr. Thomson will sign it.

Mr. McDonough made a motion to approve the Memorandum of Understanding, which was seconded by Ms. Stewart. The Committee voted unanimously in favor 5-0.

Budget: FY18 Budget Transfers:

Transfer From:		Transfer To:	
6080 1334 Sch Cont Fees Dues	\$671.00	6110 1257 Sch Equip Rep Willett	\$671.00
Total to be Transferred From:	\$671.00	Total to be Transferred To:	\$671.00

Transfer From:	T)	ransfer To:
6981 1187 Collective Barg. \$1,088,114.00	6000	(As listed on transfer sheet of 1/25/18)
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Total to be Transferred From: \$1,088,114.00 Total to be Transferred To: \$1,088,114.00

Chairwoman Bodenhofer then updated that the increase in substitute pay has not been a problem to date.

01/24/18

TOWN OF NORWOOD School Committee Meeting Cleveland Elementary School Wednesday, October 11, 2017

A meeting of the Norwood School Committee was held on Wednesday, October 11, 2017. The meeting was called to order at 7:00 p.m.

Committee Members Present: Ms. Myev Bodenhofer. Chair, Mr. Patrick McDonough, Mrs. Michele Eysie Mullen, Ms. Teresa Stewart and Ms. Maura Smith.

Administrators Present: Dr. Dave Thomson, Superintendent of Schools; Dr. Alec Wyeth, Assistant Superintendent for Instruction, Curriculum and Assessment; and Ms. Ann Marie Ellis, Director of Finance and Operations.

Chairwoman Bodenhofer welcomed everyone to the first Traveling School Committee Meeting of this new school year. The Chair asked the Committee to introduce themselves for the public.

Minutes: Mr. McDonough made a motion to approve the minutes of September 27, 2017, which was seconded by Mrs. Mullen.

Mrs. Mullen asked to make a correction for a motion on page 4 in the second paragraph (*Dr. Thomson said that the Committee voted unanimously in favor.....*). Mrs. Mullen's motion was to change "unanimous" to "a majority with one exemption", which was seconded by Mr. McDonough. The Committee voted in favor 4-0-1 (Ms. Stewart abstained).

Correspondence: None.

Warrants: Chairwoman Bodenhofer informed that there were warrants to be signed and she proceeded to read the totals.

Payroll Warrant:	\$1,	,367,500.59;
Payroll Warrant:	\$	89,743.82;
B/G Warrant:	\$	49,966.04;
B/G Warrant:	\$	13,005.94;
A/P Warrant:	\$	30,808.94;
A/P Warrant:	\$	31,863.02;
A/P Warrant:	\$	133,110.23;

Total Amount of Warrants: \$1,715,998.58

Review of Protocols: <u>Read by Chairperson:</u> Chairwoman Bodenhofer read the protocols for those in attendance at the Cleveland and for the public.

1

Ms. Robbins reviewed her thoughts on the move.

Chairwoman Bodenhofer said she will call on each Member one more time, but would like to move the motion on the table.

With regard to the motion on the table, the Committee voted in favor 3-2

<u>School Start Time Sub-Committee:</u> Ms. Stewart updated on the two upcoming public forums for the public, which will be on October 23rd at 2:45-4:15 and November 27th 3:30-5:00. There will also be meetings with the Athletic Director and the Director of Fine Arts to see how a change in start times will affect their departments.

<u>Budget Sub-Committee Update:</u> The Committee met on September 29th with Ms. Ellis and Ms. Ann Haley. Ms. Ellis helped understand how the per pupil number is figured out. The next meeting is Friday, October 20th. Mr. McDonough asked what the per pupil number is here in Norwood. Ms. Smith said it was around \$15,000.

Agenda Plan: Chairwoman Bodenhofer said the next School Committee Meeting will be October 25th and it will be another Traveling School Committee Meeting and will be held at the Willett Early Childhood Center. She then reviewed upcoming agendas for future meetings.

Building Study Update: Chairwoman Bodenhofer updated that the Building Study Committee had a meeting last week, adding that Ai3 did a great job of evaluating the schools and gave a lot of good information on what would be involved in maintaining the schools over the next 20 plus years or so.

New Business: Discussion of Statement of Interest to MSBA: Chairwoman Bodenhofer said March is usually the deadline for applications for MSBA. If that deadline is missed, then you need to wait for another year until the application process is opened again. The Chair wanted to see if it is the will of the Committee to ask the Superintendent to put together a Statement of Interest for a new Middle School with the help of Mr. Riccardi and Ai3.

Mr. McDonough said he wholeheartedly believes we should begin the process by asking Dr. Thomson to begin putting together a Statement of Interest for a new Middle School, which was seconded by Ms. Smith. The Committee voted unanimously in favor 5-0.

Memorandum of Agreement between Norwood School Committee and Union #50 (September 1, 2016 – August 31, 2019). Chairwoman Bodenhofer updated that Union #50 has ratified this contract.

Mr. McDonough made a motion to ratify this contract, which was seconded by Mrs. Mullen. The Committee voted unanimously in favor 5-0.

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Chief Executive Officer *

School Committee Chair

Superintendent of Schools

(signature)

(signature)

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Date 3 23 18

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Date 3.23-18

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currently used (maximum of 1000 characters).:

Five of the building's original classrooms were sized to be appropriately-sized classrooms with a moveable wall, helping to subdivide the classrooms if desired for instructional purposes. All of these classrooms have now been permanently subdivided into two smaller classrooms. The result is classrooms that are too small, and four of the created classrooms have no access to windows or natural light.

The Literacy classroom (Special Education Support) has been created in a former storage room and has no access to windows or natural light. it is also undersized.

The ELL (English Language Learners) classroom has been created in a former storage room and has no access to windows or natural light. It is also undersized.

Numerous former storage areas, closets, and offices have been converted to special education support areas,

Please explain any recent changes to the district's educational program, school assignment polices, grade configurations, class size policy, school closures, changes in administrative space, or any other changes that impact the district's enrollment capacity (maximum of 5000 characters).:

No changes have been made to the district's program or policy that result in increased enrollment; however, many changes have been made to accommodate the increased enrollment and the space limitations and overcrowding at the Coakley Middle School. Non-traditional classroom spaces have been converted to be used as classroom/counseling/small group instruction spaces. Class schedules and offerings have been modified to increase classroom utilization. Science programs and offerings have been modified to fit within the spatial limitations.

What are the district's current class size policies (maximum of 500 characters)?:

While we do not have an official class size policy in Norwood, we try to keep the middle school classes at an average 24 students.

Name of School	Dr. Philip O. Coakley Middle School

Priority 2

Question 2: Please describe the measures the School District has taken to mitigate the problem(s) described above

- * The district has added six (6) modular classrooms at the Coakley Middle School
- * The original building design and floor plan included four flexible classrooms with sufficient space for project-based learning and multiple classroom configurations. All of these spaces have now been subdivided into two spaces, essentially converting four larger classrooms into eight smaller classrooms.
- * The district has converted storage and auxiliary spaces into literacy rooms, SPED support rooms, spec resource rooms, and SPED adaptive PE rooms.
- * The district eliminated a former computer lab to create two SPED academic support areas. Unfortunately, these spaces are internal, and have no windows.
- * The district converted a former maintenance room to a STEM room and utilizes the former wood shop as the technology education space.
- * The district utilized the auditorium for numerous academic and instructional purposed that would typically be offered in the classroom; although not ideal, it does provide an additional learning space.

Ms. Smith made a motion to sign on to this program, which was seconded by Mr. McDonough. The Committee voted unanimously in favor 5-0.

Dr. Thomson said that having Ms. Stewart, as a point person is a great idea and he recommended adding a second person that is in the administration to be a co-point person.

New Business: Open Meeting Law Changes: Chairwoman Bodenhofer shared with the Committee the newest Open Meeting Law updates and changes. Her biggest concern is with a new section, which describes the public bodies' obligations to approve both open and executive session meeting minutes. The Chair said that, although Mrs. Doliner keeps the executive minutes, we need to approve them all going back to April when this current committee began working together. Mrs. Doliner will put packets together for all the Members with the Executive Session Minutes and the Committee can vote on them at the next School Committee Meeting.

School Committee Goals: The Chair updated that the School Committee Members met with Ms. Dorothy Presser of MASC for more training. As a result of that meeting the Committee has decided to work on Committee Goals going forward.

Old Business: <u>Long Term Agenda Document:</u> Chairwoman Bodenhofer updated that the next School Committee Meeting will be on February 7th at the Callahan School.

She then reviewed the Long-Term Agenda Document and the Members had an opportunity to ask for items to be added to a future agenda.

Ms. Smith asked to have two items added to future agendas:

- -Food Service Update; and
- -Adjustment Councilors update to discuss caseloads.

Mrs. Mullen also wanted Extended Day for Pre-K added to a future agenda.

The Chair said that Ms. Robbins reached out to say she would like to add an extended program for the preschool, which would be a different tuition rate. Ms. Robbins will be coming in to discuss this proposal.

<u>Superintendent Evaluation</u>: Mrs. Mullen thanked the Chair for all her work putting this evaluation together and for all the time she spent organizing the results. She then stated that there were glitches with the process. She shared her frustration with the evaluation process. Mrs. Mullen checked with Dorothy Presser at MASC who told her it was fine to edit the document before the public meeting it would be discussed at. The Members had an opportunity to share their thoughts and concerns on this process.

Ms. Stewart shared that on half-days, the Recreation Department will be having programs at the Coakley Middle School for middle school students. She then she with her Committee Members that the Second Annual Summit on Poverty will be on March 9th in Worcester sponsored by MASC. Also, Ms. Stewart shared that there will be a free parent workshop, hosted by the CFCE Program, which will focus on *Emotions Coaching* in Room 219 at the Savage on February 7th at 6:30 p.m.

Mrs. Mullen had none.

Mr. McDonough echoed the sentiments of Ms. Smith on net neutrality as he agrees that project based learning is the direction that learning is headed and it could affect our students. Mr. McDonough was at the High School the other day and was happy with the updates in the cafeteria. Mr. McDonough felt the Committee had an honest conversation this evening and was glad the evaluation was postponed.

Chair Bodenhofer invited everyone to the Festival of the Bands at the High School tomorrow evening, adding that it is free and open to the public.

Executive Session: None.

Adjournment: Ms. Smith made a motion for adjournment at 10:20 p.m., which was seconded by Ms. Stewart. The Committee voted unanimously in favor 5-0.

Respectfully Submitted:

Donna G. Doliner, Clerk

Norwood School Committee

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Chief Executive Officer *

School Committee Chair

Superintendent of Schools

(signature)

(signature)

Date 3 3318

(signature)

Date 303-18

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LOCAL CHIEF EXECUTIVE OFFICER/DISTRICT SUPERINTENDENT/SCHOOL COMMITTEE CHAIR (E.g., Mayor, Town Manager, Board of Selectmen)

Chief Executive Officer *

School Committee Chair

Superintendent of Schools

(signature)

Date 3 33-18

(signature)

Date 3-23-18

(signature)

Date 3-23-18

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LOCAL CHIEF-EXECUTIVE-OFFICER/DISTRICT-SUPERINTENDENT/SCHOOL COMMITTEE-CHAIR-(E.g., Mayor, Town Manager, Board of Selectmen)

Chief Executive Officer *

School Committee Chair

Superintendent of Schools

(signature)

signature)

(signature)

Date 3.23-18

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The TOWN OF NORWOOD

Commonwealth of Massachusetts

THE SELECTMEN
William J. Plasko, Chairman
Helen Abdallah Donohue
Paul A. Bishop
Allan D. Howard
Thomas F. Maloney
Frances L. Jessoe, Clerk

February 7, 2018

TO WHOM IT MAY CONCERN:

This is to certify that the Board of Selectmen in meeting of Tuesday, February 6, 2018, voted with 4 members present, on motion of Selectman Bishop, seconded by Selectman Maloney, voted as follows:

VOTED:

To authorize the Norwood School Department to submit a Statement of Interest for Replacement of the Coakley Middle School to the Massachusetts School Building Authority.

Attest:

Signed under penalties of perjury this 7^{th} day of February 2018.

A True Copy

Clerk Board of Selectmen

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Chief Executive Officer *	School Committee Chair	Superintendent of Schools
Tony Mazzucco	Myev Bodenhofer	Dr David Thomson
Town Manager		
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(signature)	(signature)	(signature)
Date	Date	Date
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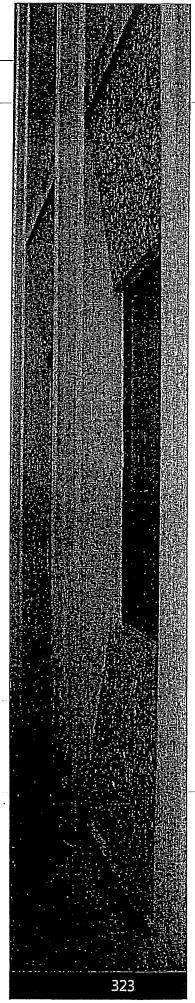
Executive Summary

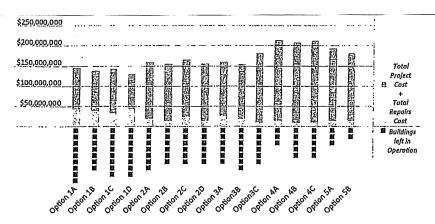
Recommendations

After reviewing the enrollment projections, existing school environments, existing building conditions, current educational philosophies, and the concerns of the Building Committee and community at large, the following conclusions were established regarding the highest priorities facing the Norwood Public Schools:

Priority 1: The most significant educational facility challenge facing the Norwood Public School system is the lack of an appropriate 21st Century middle school environment. The lack of appropriately sized classrooms and educational support spaces, combined with aged building systems and components, creates a very challenging environment that is grossly insufficient when compared to surrounding Districts. Many proposed options for addressing the long-term needs of all Norwood school facilities are contained within this long-range study and report, and each of them is intended to initiate a thoughtful dialogue regarding the future of Norwood's school facilities. However, every option included herein identifies the middle school as the highest priority for the Town and the first project which should be addressed.

The middle school educational environment has changed dramatically over the past four decades (since Coakley was designed and constructed), as educators and parents began to realize that young adolescents are not simply older elementary school students nor younger high school students, but that there are dramatic changes that occur during this time of life requiring a radically different and unique approach to education. Middle school educators found that the biological event of puberty fundamentally disrupts the relatively smooth development of the elementary school years and has a profound impact upon the cognitive, social, and emotional lives of young teens. In line with this important insight, they saw the need for the provision of special instructional, curricular, and administrative changes in the way that education takes place for kids in early adolescence. Among those changes were the establishment of a mentor relationship between teacher and student, the creation of small communities of learners, and the implementation of a flexible interdisciplinary curriculum that encourages active and personalized learning. Newly created middle schools designed to support these changes quickly proved beneficial to the support of teaching, learning, socialization, and student confidence. These supportive middle school environments include small and large group study and instruction spaces, larger flexible classrooms, smaller academic neighborhoods, project-based learning laboratories, student socialization areas, and many other critical components and spaces. These new middle schools, often referred to as 21st century Middle Schools, differ dramatically from those of several decades ago. People often imagine middle school students sitting in straight rows, listening intently to the teacher and reading from the same book, this is no longer the case. Students work in small groups, perform different learning tasks and learn from different books. They integrate real-world problems and projects into their daily academic learning, and are often collaborating





Bar-chart comparing all options to one another based on total project cost, total repairs cost, and the number of buildings left in opeartion

As stated previously, all options propose proceeding to address the middle school as the highest priority. The variations in the options can be categorized into three major areas.

1. The amount of school consolidation

Category 1 options involve leaving all of the existing elementary school facilities in their current locations and proposes to address all school needs without closing any existing elementary schools. Category 5 options are on the opposite end of the spectrum, proposing an enormous amount of consolidation and the closing of several elementary schools. The Long-Range Planning Committee ultimately determined that subsequent to addressing the middle school as a priority, the Town should consider some level of consolidation in order to improve educational opportunities at the smaller elementary schools and improve operational efficiency for the Town. The Committee voted to reject extreme consolidation such as that identified in Options 5A and 5B but supported consideration for some consolidation such as that proposed in Options 2-through 4.—Discussions regarding the appropriate balance of consolidation can occur over the next few years as the middle school is being addressed.

2. The specific schools that might be considered for consolidation in the future

The various options include different consolidation scenarios and therefore the specific schools which are proposed for closing vary within each option.

3. Middle school grade configuration (4th-8th), (5th-8th), or (6th-8th)

Although all options propose proceeding with addressing the middle school as the highest priority, some options propose a 4th-8th grade or a 5th-8th grade middle school over the current 6th-8th grade middle school configuration. After consideration and discussion of all options, the Committee voted unanimously to recommend that the School Department and the Town at least consider the possibility of a 5th-8th grade middle school. They subsequently voted to favor those options which utilize a 5th-8th grade middle school and simultaneously considered some amount of consolidation. A 5th-8th grade middle school project (either renovation, expansion, or all-new construction) would allow the Town to address the middle school needs while simultaneously providing overcrowding relief at the elementary schools. It would also have the net effect of placing two-thirds of the Norwood students (grades 5 through 12) into new facilities and

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Norwood Middle School Grades 6-8

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OF RMS

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Feasibility Study & Long Range Plan - Norwood Public Schools

Proposed Space Summary

Norwood Middle School (6-8)

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ADMINISTRATION & GUIDANCE TO SECURITY (1979)	Examination Room / Resting	Medical Suite Tollat			Chair / Lable / Equipment Storage		Cafeleria// Dining			MEDIA、CENTER学生等等是特別中华的基本的基础的技术等。				Music Practice / Ensemble	Music Classroom / Large Group - 25-50 reals	-	ART & MUSIC SHEEP RESERVED TO THE TREE STATES				通用過程受益的通過程度可能可能可能可能可能的過程的	(A) 10 10 10 10 10 10 10 10 10 10 10 10 10	Small Group Room / Reading	Room	Self-Contained SPED - toilet	(List reoms of different sizes separately)	ではない				General Classrooms - Grade PK-K	Kindergarten w/ tollet	Pre-Kindergarten w/ toilet	CORE ACADEMIC SPACES 地名西班牙克克克斯 形容器的	RODM TYPE	Early Childhood		Under WSBA(GundelInjes
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Proposed Space Summary

Willett Early Childhood Center (PK-K)
Option 1C

375	100	150	143	116		151	242	150	166	348	And the sales of the sales	V. 648.C		244	253	-086 July 880 J	240	130	96	233	176	105		37,584	. 454	56,000	1.49	
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375	100	150	143	116		151	242	150	166	348	-inches Description			244	253	The second section in the	240	130	96	233	88	35						
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General Office / Walting Room / Toilet			°
Teachers' Mail and Time Room			0
Duplicating Room			0
			0
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Principal's Secretary / Walling	116	-	116
Assistant Principal's Office			0
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Conference Room	242	,	242
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Teachers' Work Room			0
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-			
Custodian's Workshop			0
Custodian's Storage			0
Recycling Room / Trash			-
Receiving and General Supply	244	1	244
Sloreroom	253	Į.	253
Network / Telecom Room			0
OTHER 4年の名前の名前の本事を取ります。	PROPERTY PROPERTY.		四世紀年紀 (石田田) (1890)
Olher (specify)			
Equipment Room	240	1	240
Exterior Storage	130	1	130
Incinerator	96	-	96
Storage	233	-	233
Storage	68	2	176
Custodian	35	9	105
Total Building Net Floor Area (NFA)			29,851
Proposed Student Capacity / Enrollment			385
6			
Total Building Gross Floor Area (GFA)*			38,117
Constitut Code (GES INES)			4 20
Grossing racioi (Granna)			1.20

Over II/SBA Guidelines Viade (IVSBA Guidelines

A CASE AND		Chair / Table / Equipment Storage	建设的国际政策的基础的基础的基础的基础的基础的基础的基础的基础的基础的基础的基础的基础的基础的	Will Cale to 11/20 IN IN The WASHINGTON TO THE W	DINING & FOOD SERVICE THE THE PROPERTY OF THE		-	Media Center (addition)	· Reading Nook	第50日 阿里拉克斯	MEDIA CENTER STOLET STOLE LE SOCIETATION DE		Gymnasium (addition)	Health Instructor's Office w/ Shower & Tollet			HEALTH'& PHYSICAL EDUCATION TO BE SEED OF THE SEED OF	A CAMPAGE A MANAGEMENT AND A CAMPAGEMENT AND A C	Music Practice / Ensemble		Art Workroom w/ Storage & kiln		ADT P M D 12 12 12 12 12 12 12 12 12 12 12 12 12	Storage	openic C	Charles Control	riaginalic Learning Center - Grade 4/3	Dragmatic Learning Carles Conde Ale	Promatic caming Confers Crade 3		Small Group Roadion		Self-Contained SPED - (oile)	Coll Contained Cont	(List rooms of different sizes separately)	SPECIAL EDUCATION SEASON STREET AND ASSESSED.	Self-Confidined Classicom Tollers	Getteral Classicottis - Grade o	General Classrooms - Grade 4	General Classrooms - Grade 3	General Classrooms - Grade 2	IN General Classicoms 对Grade的地位的特別。如果在设置	General Classrooms	Kindergärten w/ tollet	Pre-Kindergarten w/ tollet	(List classrooms of different sizes separately)	CORÉ ACÀDEMIC SPACES POPER VEGET PRAGRES	ROOM TYPE	Elementary School	undermsea Guidelines	
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Cleveland Elementary School

Feasibility Study & Long Range Plan - Norwood Public Schools

Proposed Space Summary

Cleveland Elementary School (1-5) Option 1C

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	EDICAL 第二基金数据 Medical Sulle Tollet	Nurses' Office / Walting Room	Examination Room / Resting	TRATION & GL	Office / Wallir	Teachers' Mail and Time Room	Dupilcaling Room	Room	DEMOCRAÇÃO S	lls:Searetary).	I Principal's C	Supervisory / Spare Office	Conference Room	Guidance Cilice	Guidance Storemorn	STAVARIKEDEN	Slorage		IL'S MAINTE	Custodian's Office	In's Workshot	Custodian Storage (addition)	Recycling Room / Trash	da hai cenera	g and Genera	Sloreroom	Nework / Jeecom Room	A STEEL A	Olher (specify)		Dressing Room		Ouldoor Storage	Storage					ding Net Floo		Sludeni Ca	ding Gross F		

Feasibility Study & Long Range Plan - Norwood Public Schools

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SPECIAL*EDUCATION : বাংলার করি করিব করিব। (List classrooms of different sizes separately) Self-Contained SPED

Prep Room

Academic Team Room
Teacher Collaboration Room

Science Classroom / Lab

Small Group Seminar (20-30 seats) / Resource

<u>SORE ACADEMIC SPACES</u> 建聚分泌医学及高度聚变。 (List classrooms of different sizes separately) Classroom - General

ROOM TYPE

Middle School

ART & MUSICY No. 100 CANDER WAS AN Classroom
Art Classroom w Storage & klin
Band / Chorus - 100 seats
Band Storage
Music Practice / Ensemble

Small Group Room / Reading

SelFContained SPED Toilet Resource Room

HEALTH & PHYSICAL EDUCATION (京都中央)

<u> ZATIONS'& TECHNOLOGY শুরুমন্ত্রত্বরে</u> Tech Cim. - (E.G. Draffing, Business) Tech Shop - (E.G. Consumer, Wood)

Gymnasium
Gym Storeroom
Health Instructor's Office w/ Shower & Toilet
Locker Rooms - Boys / Girls w/ Toilets

Norwood Middle School Grades 5-8

Proposed Space Summary

Norwood Middle School (5-8)

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Vedla Center / Reading Room				6,383	-	6,383				
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Nurses' Office / Waiting Room				250		250				U
Companion Doom				200	- (200				
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MINISTRATION & GUIDANCE AND ASSAULT OF THE	Section Section		10 March 17 Comme	Section of the section	Section Property	4 294	Section of the second	Activities and profession	· On washingthan	
General Office / Waiting Room / Tollet				622	-	622				
Teachers' Mail and Time Room				100	-	100				
Duplicating Room				200	F	200				
Records Room				200	_	200				
Principal's Office w/ Conference Area				375	-	375				
Principal's Secretary / Walling				125		125				
Acriciant Denominally Office AD4				27.	-	120				
Assistant rincipals Office - Ar 1				net		150				
Assistant Principal's Unice - AP2				150	2	300				
Supervisory / Spare Office				150	v-	150				
Conference Room				350	-	350				
Guidance Office				150	. "	000				
Guldance Mailing Room				900		200				
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Leachers: Work Koom				672	-	672				
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Custodian's Office				150	1	150				
Custodian's Workshop				250	_	250				
Custodian's Storage				375	1	375				
Recycling Room / Trash				400	-	400				
Receiving and General Supply				448	-	448				
Storeroom				808		202				
Network / Telecom Doom				000	-	000				
MENACIN / LEICONII MODIII				200	-	200				
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Total Building Net Floor Area (NFA)			0			123.360			c	
Proposed Student Capacity / Enrollment						1,044				
Total Building Gross Floor Area (GFA) ²						185,040				
Grossing factor (GFA/NFA)						1.50				

an - Norwood Public Schools	Long Range Pla	Study &	Feasibility

- in existing school				. .
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indicates proposed program space not present	008'b	b	1,200	LΙ
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			4,000	2	2000			
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			800	4	200			
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			1,500	1	1,500			
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area totals	# OF RMS	ROOM NFA ¹	area totals	# OF RMS	ROOM NFA ¹	area totals	# OF RMS	ROOM NFA ¹
	Total			New		Remain/Renovated	to Remain	Existing to
			٦	PROPOSED				

SPECIAL EDUCATION SERVED SEPARATELY)

(List classrooms of different sizes separately)

Self-Contained SPED

ORE ACADEMIC SPACES সমস্কর্তনার করিয়া করিয়া বিশ্বরাধনী করিছে (List classrooms of different sizes separalely)
Classroom - General

ROOM TYPE

Middle School

Science Classroom / Lab

Prep Room

Academic Team Room Teacher Collaboration Room Small Group Seminar (20-30 seats) / Resource

MEDIA GENTER SERVICE SERVICE SERVICES SERVICES

EALTH-& PHYSICAL EDUCATION

<u>ATIONS & TECHNOLOGY APPROPRIES (FRANCE)</u>
Tech Cirm. - (E.G. Draffing, Business)
Tech Shop - (E.G. Consumer, Wood)

Gymnasium
Gym Storeroom
Health Instructor's Office w/ Shower & Toilet
Locker Rooms - Boys / Girls w/ Toilets

ART & MUSIC MERCAL TO THE HARD AND Classroom

Art Workroom w/ Storage & kiln

Band / Chorus - 100 seats

Band Storage

Music Practice / Ensemble

Small Group Room / Reading

Self-Contained SPED Toilet Resburce Room

Norwood Middle School Grades 5-8

Proposed Space Summary

Norwood Middle School (5-8)
Option 4B

	- (
a Center / Reading Room				6,383	1	6,383			
	Sangaran and Anna Sangaran	Section of the process	- Control of the State of the S	The Control of the Control	100			•	
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				1,500	-	1,830			
r/Table / Equipment Storage				548	-	548			
นอเ				2,344		2.344			
Lunch Room				361	_	361			
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es' Office / Waiting Room			-	250	-	250			
nination Room				100	3	300			
ing					2	300			
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eral Office / Waiting Room / Tollet						622			, , , ,
				100	-	100			
Icating Room				200		200			
ords Room				200	 -	200			
sipal's Office w/ Conference Area				375	-	375			
cipal's Secretary / Walling			_	125	٠.	125			
stant Principal's Office - AP1			_	150	1	150			
stant Principal's Office - AP2				150	2	300			
ervisory / Spare Office				150	-	150			
ference Room				350	-	350			
lance Office				150	9	006			
lance Walling Room			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	100		100			
lance Storeroom				50		50			
chers' Work Room				672	-	673			
					-	3/5			
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odian's Office				150	-	150			
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lodian's Storage				375		375			
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eiving and General Supply				448	- -	200			
eronm				898	-	202			
vork / Telecom Room				200	-	200			
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er (specify)									
llorium				.: :0000:5	J.T				
Design & Construction Lab			-	'1,000"	مريشير تآء دورة	.TE0'T			
							•		
l Building Nel Floor Area (NFA)			0			123,360			0
oosed Student Capacity / Enrollment						1,044			
il Building Gross Floor Area (GFA) ²						185,040			
1 THE PARTY OF THE			***************************************						
ssing factor (GFA/NFA)						1.50			

PK - Grade 4 Elementary School

787 Students area totals Total # OF RMS 完全的企业工作。0.6 在总法文学文学、全年的证明 2.69.1° 完全的工作工程 ROOM NFA¹ 2 2000 2 3000 2 300 2 300 2 2,400 5 375 所到上海后;300万 名 6,000 150 150 6,000 7,200 23,750 300 2,000 1,000 area totals PROPOSED # OF RMS New ROOM NFA¹ 1,200 1,200 950 5,366 1,000 435 2,006 277 20 20 20 20 250 100 area totals Existing to Remain/Renovated # OF RMS ROOM NFA¹

Proposed Space Summary

Elementary/Early Education School (PK-4)

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Teachers' Mail and Time Room
Duplicating Room
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Principal's Office w/ Conference Area
Principal's Secretary / Waiting
Assistant Principal's Office
Supervisory / Spare Office
Conference Room
Guidance Office
Guidance Storeroom
Teachers' Work Room
The Police of the Control of the Con
Custodian's Office
Custodian's Workshop
Custodian's Storage
Recycling Room / Trash
Receiving and General Supply
Storeroom
Network / Telecom Room
OTHER WAS SELECTION AND THE SECOND SECONDS
Other (specify)
Auditorium
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Table 10. (12) and 10 Class Anna (1) (2)
I otal Building Net Floor Area (INFA)
Proposed Student Capacity / Enrollment
Total Building Gross Floor Area (GFA)
Grossing factor (GFA/NFA)

in existing school	1	l	l	L
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indicates proposed program space not present	008'4	Þ	1,200	Ľ
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		大学の大学の大学					Contract and Contract				11.2251.4-41.454.454						Mark Mark						A Military Section 4 and											宣称: 法被违法	ROOM NFA ¹	Existing to	
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	4,859	CARPERTA PROPERTY	2,000	500	300	6,000	15 - 11 t 8, 800%		4,000	2,400	36-74-6,400°	400	400	1,500	300	2,400	MINA.5,000*	1,000	. 000	360	5,700		~~~	4,000	1	. 4 ona	560	_	8,400	1,000	1	25,650		44,410	area totals		0
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PECIAL: EDUCATION (FOR TRANSPORT SERVICE) (List classrooms of different sizes separately) Self-Contained SPED

Academic Team Room Teacher Collaboration Room

Self-Contained SPED Toilet

Small Group Room / Reading

R WASIGLESING SECURIOR SECURIO

EALTH & PHYSICAL EDUCATION CONFESSION

Gymnasium
Gym Storeroom
Health Instructor's Office w/ Shower & Toilet
Locker Rooms - Boys / Girls w/ Toilets

DCATIONS & TECHNOLOGY (CONTROL OF TECHNOLOGY)
Tech Clrm. - (E.G. Draffing, Business)
Tech Shop - (E.G. Consumer, Wood)

Band Storage Music Practice / Ensemble

Art Workroom w/ Storage & kiln Band / Chorus - 100 seats

Norwood Middle School Grades 6-8

CORE ACADEMIC SPACES করি করি করিছিল (List classrooms of different sizes separately) Classroom - General

Middle School

Science Classroom / Lab

Small Group Seminar (20-30 seats) / Resource

Proposed Space Summary

Norwood Middle School Option 4c

Cafeteria / DinIng			5,843	-	5,843		
Slage			1,600	1	1,600		
Chair / Table / Equipment Storage			460	1	460		
Kitchen			2,079	-	2,079		
Staff Lunch Room			295	-	295		
JEDICAL 3年がからないのかの前の知られるですが、	Control of the Contro	Santagent Schoolster	在新疆区中国第二4日第四次	in the state of th	2000 Car(8302	2 医特别的现在分词	O SAME RATES
Medical Suite Tollet			09	-	90		
Nurses' Office / Wailing Room			250		250		
Examination Room			100	2	200		
Resting			160	2	.320		
DMINISTRATION & GUIDANCE WARRY TO STATE OF	いない。	· · · · · · · · · · · · · · · · · · ·	在1000年1000年1000年100日	dazentz ellend	1085'E05'8	n steamenachteur städersetzeniste	المرافعة المائدة والمدادة
General Office / Waiting Room / Toilet			490	-	490		
Teachers' Mall and Time Room			199	Ψ.	100		
Duplicating Room			200	-	200		
			200	-	200		
Principal's Omice W Conference Area			3/5	_ ,	375		
Accident Drinchalle Office - AD1			123		125		
Assistant Principal's Office - AP2			150		150		
Supervisory / Spare Office		,	150	- -	150		
Conference Room			350		350		
Guidance Office			150	. 4	2009		
Guidance Walting Room			400	-	100		
Guldance Storeroom			25	-	50		
Teachers' Work Room			540	-	540		
		;─					
USTODIAL: & MAINTENANCE Research Company of the Com	e entendantalistica (III) e	- Outsing which has been a few and the	N. Carlo	the for the charge of the second	Sec. 2,254	the second control of commence in the second	O hardenings and
Custodian's Office			150	1	150		
Custodian's Workshop		-	250	-	250		
Custodian's Storage			375	-	375		
Recycling Room / Trash			400	1	400		
Receiving and General Supply			360	-	360		
Storeroom			519	-	519		
Network / Тејесот Room			200	-	200		
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Auditonium			::=000'9: .:	S. Litar in	000'9		
Set Design & Construction Lab			: - 1,250 P	Section of the section of	1,250		
Total Building Net Floor Area (NFA)			0		100,720		0
Proposed Student Capacity / Enrollment					077		
Total Building Gross Floor Area (GFA) ²	1				151,080		

ATOMATIC CATANATA							

	<u>ROOM TYPE</u>	Elementary/Early Ed.
١	- 7I	

CORE ACADEMIC SPACES 特別人会家保証

(List classrooms of different sizes separately)
Pre-Kindergarten w/ tollet
Kindergarten w/ tollet
General Classrooms - Grade 1-5

SPECIAL EDUCATION 经现代的基础的基础的。
[List rooms of different sizes separately]
Self-Contained SPED - toilet

Backers Tank

Resource Room
Small Group Room / Reading

PK - Grade 5 Elementary School

920
Stu
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					福建選								· · · · · · · · · · · · · · · · · · ·		STATE STATE					高層問題用題						常と変数の						を の の の の の の の の の の の の の の の の の の の				(A) (A) (A) (A)	ROOM NFA ¹	Existing		
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のないので	4			-1	を記されて		-		-		4	-	教育的	_	がまる。			-		である。		6	2	2	2	北京是		2	4	თ	6	到8年4年	29	7	σ	海水温度	# OF RMS	New	PROPOSED	
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DINING'& FOOD'SERVICE 中央公司 (1997年) Cafeteria / Dining

Stage Chair / Table / Equipment Storage <u>IEDIA CENTER</u> উপ্লেশি ক্রিটিন স্থানিক জিল্লি অনুষ্ঠান করিব জিল্লি জিল্লি জিল্লি জিল্লি জিল্লি জিল্লি জিল্লি জিল্লি জিল্লি জিলি

Gym Storeroom Health Instructor's Office w/ Shower & Toilet IEALTH'& PHYSICAL EDUCATION 大学、中国

Gymnasium

RT'&'MUSIC উপ্রতিধিক ক্রিক্টের ক্রিক্টের কর্মনির ক্রিক্টের কর্মনির করেনির ক্রিক্টের করেনির ক

ADMINISTRATION & GUIDANCE

EDICAL असीन्य प्राप्त कराने स्थापना असीन्य अस्ति । Medical Suite Tollet

Staff Lunch Room

Nurses' Office / Waiting Room
Examination Room / Resting

ATTACHMENT B MSBA STANDARD CONTRACT (Design/Bid/Build or CM-at-Risk)

CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this day of _	in the year	between
the (day)	(month)	(year)
(Owner)	Massachusetts	(street)
(City)	(State)	(Zip Code)
hereinafter called "the Owner" and	(Owner's Pro	ject Manager)
	and the second s	
	(city)	(State) (Zip Code)
hereinafter called the "Owner's Project Ma	nager" to provide the Project	Management services required to complete
the Basic and Extra Services described here	in at (name/description of Proje	(122
	V	
		•
Study Phase and, pending receipt of a writt Phase. At the Owner's option, the Owner's design phases and/or the Construction Phase amendment to this Contract will be execute elects to construct the project pursuant to Construct the project pursuant to Construct the Owner elects to construct the include the insertion of the Authority's Base for the CM at Risk construction delivery method. For the performance of the services required Design Phase, the Owner's Project Manage with the Payment Schedule included as Attain IN WITNESS WHEREOF, the Owner and by their respective authorized officers.	s Project Manager may be authorses and Completion Phase ed between the Owner and the J.L. c. 149, the amendment to for Basic Services required for the project pursuant to G.L. c. 149 of the OPM Contract Amendment sethod. Ed under this Contract for the er shall be compensated by the achment A. The Owner's Project Manage	thorized to perform services for subsequent, at which time a mutually agreed upon a Owner's Project Manager. If the Owner this Contract shall include the Authority's the design-bid-build construction delivery 149A, the amendment to this Contract shall for CM at Risk, for Basic Services required Feasibility Study Phase and the Schematic to Owner for Basic Services in accordance or have caused this Contract to be executed
OWNER	OWNER'S	S PROJECT MANAGER
(print name)		print name)
(print title)	,	print title)
(signature and seal)	By	signature)
Date	Date	
	(Attach Ce	rtificate of Vote of Authorization)

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ARTICLE 1: DEFINITIONS

APPROVAL – a written communication from the Owner approving either the work of the current Phase, as identified on Attachment A, or authorizing the Owner's Project Manager to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

ARCHITECT/ENGINEER – herein also referred to as the **DESIGNER** — the person or firm with whom the Owner has contracted to perform the professional designer services for this Project.

AUTHORITY – Massachusetts School Building Authority or its authorized representative, created by St. 2004, c. 208.

BASIC SERVICES – the minimum scope of services to be provided by the Owner's Project Manager under this Contract, unless the Contract is otherwise terminated pursuant to Article 12.

CERTIFICATE OF FINAL COMPLETION – The form prescribed by the Authority which contains the certification of the Designer, OPM and the Owner that the Project has reached Final Completion.

COMMISSIONING CONSULTANT – a person or firm engaged by the Authority to provide building commissioning services, including advisory services during design and construction.

CONTRACT – this Contract, inclusive of all Attachments, between the Owner and the Owner's Project Manager; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

CONTRACTOR or GENERAL CONTRACTOR – the person or firm with whom the Owner has contracted to perform the construction for this Project pursuant to the provisions of G.L. c. 149, §§ 44A-44J.

CONSTRUCTION MANAGEMENT AT RISK or "CONSTRUCTION MANAGEMENT AT RISK SERVICES or CONSTRUCTION MANAGEMENT AT RISK DELIVERY METHOD or CM at RISK DELIVERY METHOD - a construction method described in M.G.L. c. 149A wherein a Construction Management at Risk firm provides a range of preconstruction services and construction management services which may include cost estimation and consultation regarding the design of the building project, the preparation and coordination of bid packages, scheduling, cost control, and value engineering, acting as the general contractor during the construction, detailing the Trade Contractor scope of work, holding the trade contracts and other subcontracts, prequalifying and evaluating Trade Contractors and subcontractors, and providing management and construction services, all at a Guaranteed Maximum Price, which shall represent the maximum amount to be paid by the public agency for the building project, including the cost of the work, the general conditions and the fee payable to the Construction Management at Risk Firm.

CONSTRUCTION MANAGER AT RISK, CONSTRUCTION MANAGEMENT at RISK FIRM or CM at RISK – a sole proprietorship, partnership, corporation, or other legal entity with which the Owner has contracted pursuant to G.L. c. 149A, § 6(e), to provide Construction Management at Risk Services;

EXTRA SERVICES – services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services.

FEASIBILITY STUDY AGREEMENT – the agreement between the Owner and the Authority that sets forth the terms and conditions pursuant to which the Authority will collaborate with the Owner in conducting a feasibility study, which agreement shall include the budget, scope and schedule for the feasibility study.

FEE FOR BASIC SERVICES – the fee to be paid to the Owner's Project Manager for satisfactorily performing, in the Owner's sole discretion, the Basic Services required under this Contract, exclusive of the compensation to which the Owner's Project Manager is entitled pursuant to Articles 9 and 10.

FINAL COMPLETION – The work has been completed in accordance with the Construction Contract Documents and the educational specifications, schematic plans and drawings and the Project Funding Agreement approved by the Authority.

GENERAL LAWS – the Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

GUARANTEED MAXIMUM PRICE or GMP- The agreed total dollar amount for the Construction Management at Risk services, including the cost of the work, the general conditions and the fees charged by the Construction Management at Risk firm.

GUIDELINES AND STANDARDS – Documents published by the Authority including regulations and procedures that supplement the tasks of Owner's Project Managers contracting with Owners for projects receiving any funding from the Authority.

NON-TRADE CONTRACTOR – for purposes of a project utilizing the CM at Risk construction delivery method only, a subcontractor, as described in M.G.L. c. 149A, § 8(j), who is not a Trade Contractor, as defined herein, and who has a direct contractual relationship with a CM at Risk whether or not the work exceeds the threshold sum as identified in M.G.L. c. 149, § 44F(1).

NOTICE to PROCEED – the written communication issued by the Owner to the Contractor or the CM at Risk authorizing him to proceed with the services specified in the construction contract or the CM at Risk contract and establishing the date for commencement of the contract time.

OWNER – the entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project and is responsible for administering this Contract.

OWNER'S PROJECT MANAGER — the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other legal entity identified as such on page one of this Contract performing the professional Project Management Services under this Contract.

PHASE – a distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. Prior Approval to proceed for each Phase is required from the Owner.

PRINCIPALS – the owners and/or officers of the Owner's Project Manager who are actively involved in the management of the Project.

PROJECT – all work that pertains to the study, planning, design, construction, reconstruction, installation, demolition, maintenance or repair, if any, as defined in the Project Scope and Budget Agreement or Project Funding Agreement.

PROJECT BUDGET – a complete and full enumeration of all costs of the Project, as defined in the Owner-Authority Project Scope and Budget Agreement or Project Funding Agreement.

PROJECT DIRECTOR — the employee of the Owner's Project Manager who has been designated in writing by the Owner's Project Manager as its authorized representative, as approved by the Owner, and subject to the approval of the Authority, pursuant to the requirements of M.G.L. c.149 §44A½ or G.L. c. 149A, § 2, as the case may be, for an "owner's project manager" and 963 CMR 2.00 et seq., and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

PROJECT FUNDING AGREEMENT – the Project Funding Agreement described in the 963 CMR 2.02 and executed by the Authority and the Owner.

PROJECT REPRESENTATIVE – the employee or a Subconsultant of the Owner's Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Article 8.6.2.

PROJECT SCHEDULE – a complete list of all activities, time and sequence required to complete the Project, as defined in the Owner-Authority Project Scope and Budget Agreement or Project Funding Agreement.

PROJECT SCOPE AND BUDGET AGREEMENT – the Agreement described in 963 CMR 2.10(10) and executed by the Authority and the Owner.

REIMBURSABLE SERVICES OR REIMBURSABLE EXPENSES – the cost of services requested by the Owner to be performed by the Owner's Project Manager or the cost of expenses paid by the Owner's Project Manager that are reimbursable pursuant to the provisions of Article 10.

SUBCONTRACTOR – for purposes of a project utilizing the design-bid-build construction delivery method pursuant to G.L. c. 149, a person or entity having a direct contractual relationship with the Contractor, who has the contract to perform the construction of the Project, except as otherwise specifically provided herein or as required by Law.

SUBCONSULTANT – any individual, company, firm, or business having a direct contractual relationship with the Owner's Project Manager, who provides services on the Project.

TRADE CONTRACTOR – for purposes of a project utilizing the CM at Risk construction delivery method only, subcontractors having a direct contractual relationship with a CM at Risk pursuant to G.L. c. 149A, § 8 (a)-(i), to perform one or more so-called sub-bid classes of work listed in M.G.L. c.149 §44F and all other sub-bid classes of work selected by the public agency for the Project, provided the sub-bid work meets or exceed the threshold sum identified in M.G.L. 149 §44F(1).

ARTICLE 2: RELATIONSHIP OF THE PARTIES

- 2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.
- 2.2 The Owner's Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees.
- 2.3 The Owner's Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.
- 2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.
- 2.5 The Parties hereto agree that the Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's negligent acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors or the agents or employees of the Contractor, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors the Designer, the Authority, the Owner or the Commissioning Consultant.
- 2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the CM at Risk or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

- 3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.
- 3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.

- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.
- 3.4 The Owner shall be responsible for requiring the Contractor or CM at Risk and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.
- 3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.
- 3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

- 4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout. As part of Basic Services, the Owner's Project Manager shall provide information as requested during final auditing as conducted by the Authority.
- 4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.
- 4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor or CM at Risk, as the case may be.
- 4.4 The Owner's Project Manager shall comply with terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority now in effect or hereafter promulgated during the term of this Contract, without any additional compensation. The Owner shall reasonably compensate the Owner's Project Manager for complying with any such term or condition or directive, that was not provided to or was not readily available to the Owner's Project Manager prior to such Services being performed and that materially impacts the Owner's Project Manager's scope, or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.

- The Owner's Project Manager acknowledges the importance that the Owner attributes to the 4.5 abilities and qualifications of the key members of the Owner's Project Manager's team, including Subconsultants, and the continuity of key members participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed in Attachment B, shall take place without the prior written approval of the Owner and the Authority, except when necessitated by causes beyond the Owner's Project Manager's control. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The Owner and the Authority shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed in Attachment B and such approval shall not be unreasonably withheld. At the request of the Owner, the Owner's Project Manager shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. No act or omission of the Owner or the Authority made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.
- 4.6 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high quality performance of the obligations of the Owner's Project Manager.
- 4.7 The Owner's Project Manager shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

ARTICLE 5: SUBCONSULTANTS

- 5.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to Paragraph 10.3 in order to perform Basic, Extra and Reimbursable services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.
- 5.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.
- 5.3 No substitution of Subconsultants and no use of additional Subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.
- 5.4 The OPM shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner or the Authority for payment of monies

- alleged to be owed to the Subconsultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Subconsultants language so providing.
- 5.5 All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated

ARTICLE 6: TERM AND TIMELY PERFORMANCE

- 6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer. Contractor or CM at Risk. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor or CM at Risk in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor or CM at Risk, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's or CM at Risk's performance is jeopardizing the Project Schedule or the Project Budget.
- 6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.
- 6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in the Feasibility Study Agreement and the Project Scope and Budget Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: COMPENSATION

- 7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld or delayed.
- 7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and resolicitation of proposals, bids, or

qualifications if due to the fault of the Owner's Project Manager, and (b) assisting the Owner as provided by section 8.1.4.2 in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract and for assistance beyond the requirements of 8.1.4.2 if such litigation or claims are due to the fault of the Owner's Project Manager.

- 7.3 When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.
- 7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Owner of the Certificate of Final Completion and submission of evaluations.

ARTICLE 8: BASIC SERVICES

The Owner's Project Manager shall perform the following Basic Services:

- 8.1 Project Management (For All Phases)
 - 8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Authority, Owner's Project Manager, Designer, Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor or CM at Risk submittal logs, change order reporting logs and other tracking logs, as needed. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.
 - 8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.
 - 8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee, The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

8.1.1.4 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, equipment vendors and all other contractors and suppliers and make recommendations to the Owner relative to amounts due.

8.1.2 Project Control

During the Feasibility Study/Schematic Design Phase of this Contract, the Owner's Project Manager shall monitor and report to the Owner and the Authority any changes to the Feasibility Study Budget, Scope and Schedule established in the Owner-Authority Feasibility Study Agreement.

8.1.2.1 Project Budget

The Owner's Project Manager shall prepare a detailed baseline Project Budget in a form acceptable to the Owner and the Authority, which will be reviewed and agreed upon by the Owner and the Authority as part of the Project Scope and Budget Agreement and further subject to approval by the MSBA. The Owner's Project Manager shall monitor and compare all Designer estimates, contractor bids, Guaranteed Maximum Price (if applicable), and other cost information to this Project Budget and identify and report all variances to the Owner and the Authority. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the Owner for approval.

8.1.2.2 Cost Estimating

The Owner's Project Manager shall prepare detailed independent cost estimates at each Design phase (feasibility/schematic) when required by the Owner. If the Owner requires the Owner's Project Manager to prepare an independent cost estimate, the Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and recommend to the Owner appropriate revisions to the scope of work.

The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows.

During the schematic design Phase, the Owner's Project Manager shall prepare a construction cost estimate in Uniformat II Level 2 format with aggregated unit rates and quantities supporting each item.

8.1.2.3 Project Schedule

The Owner's Project Manager shall prepare a Project Schedule in a form acceptable to the Owner and the Authority, which will be reviewed and agreed upon by the Authority as part of the Project Scope and Budget Agreement and further subject to approval by the Authority.

The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval.

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8.1.3 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner and the Authority no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Authority and shall describe work performed by all project participants (OPM, Designer, Contractor or CM at Risk) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's or CM at Risk's safety performance, Designer's QA/QC, Contractor's or CM at Risk's environmental compliance, community issues, Designer and Contractor or CM at Risk's MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

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8.1.5 MBE/WBE Compliance Monitoring (All Phases)

The Owner's Project Manager shall monitor and report on the Designer's and Contractor's or CM at Risk's compliance with MBE/WBE requirements.

8.1.6 Site Investigations and Environmental Testing

Prior to Designer Selection, the Owner's Project Manager shall assist the Owner in determining the need for and the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects. The determination that any additional services or testing need to be performed shall rest with the Owner or Designer.

8.1.7 Project Records and Reports (All Phases)

The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the Owner-Owner's Project Manager, Owner-Architect/Engineer and the Owner-Contractor or Owner-CM at Risk, including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager shall assist the Owner in responding to any public records request received by the Owner.

8.2 Feasibility Study/Schematic Design Phase

8.2.1 <u>Designer Selection</u>

The Owner's Project Manager shall coordinate the designer selection process for the Owner in accordance with the Authority's Designer Selection Guidelines. Services shall include:

- 8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package in accordance with Authority guidelines and submit to the Authority for review and approval prior to advertising.
- 8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.
- 8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Authority at least two weeks before the targeted Designer Selection Panel meeting.
- 8.2.1.4 The Owner's Project Manager shall present the project particulars and the results of the reference checks to the Authority's Designer Selection Panel.
- 8.2.1.5 The Owner's Project Manager shall assist the Owner in the negotiation of the design contract with the first-ranked firm.

8.2.2 Feasibility Study/Schematic Design

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer during this phase and assist the Owner in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's preliminary drawings. The Owner's Project Manager shall:

a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract for comparison with the Designer's cost estimates. (Two estimates during Task 8.2.2)

- b. Work with the Owner and Designer to prepare the Project Schedule.
- 8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.
- 8.2.2.2 The Owner's Project Manager shall lead design coordination meetings every two weeks, between the Designer and the Owner and, as required, the Authority, to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.
- 8.2.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.
- 8.2.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.
- 8.2.2.5 The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.
- 8.2.2.6 The Owner's Project Manager shall assist the Owner with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase. The Owner's Project Manager shall assist the Owner and Designer, as needed, in the preparation of the certification required for Green Schools in accordance with the current edition of the MA-CHPS or LEED for Schools guidelines.
- 8.2.2.7 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

If the Owner elects to proceed with the CM at Risk construction delivery method when directed by the Owner, the Owner's Project Manager shall, in a timely manner, assist and advise the Owner in properly preparing and submitting to the Office of the Inspector General, the application to proceed with the CM at Risk construction delivery method and in obtaining a notice to proceed, in accordance with the provisions of M.G.L. c. 149A, § 4, and the applicable regulations and procedures promulgated by the Inspector General. The Owner's Project Manager shall assist the Owner in correcting and resubmitting the application to proceed, as necessary, and in responding to any requests for additional information from the office of the Inspector General. The services provided by the Owner's Project Manager in assisting and advising the Owner with the preparation and submission of the application to proceed with the CM at Risk construction delivery method shall be included in Basic Services.

If the Inspector General issues a notice to proceed with the CM at Risk delivery method, and if the Owner, at its option, authorizes the Owner's Project Manager to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, the Parties will enter into a mutually agreed upon amendment to this Contract using the amended Contract language for CM at Risk delivery method prescribed by the Authority. In the event that the Inspector General does not issue a notice to proceed with the CM at Risk delivery method, the Owner, at its option, may elect to construct the project in accordance with the provisions of M.G.L. c. 149.

INTENTIONALLY LEFT BLANK FOR INSERTION OF ARTICLES 8.3 THROUGH 8.8 FOR EITHER DBB OR CM AT RISK CONSTRUCTION DELIVERY METHOD AT THE ELECTION OF THE OWNER AND BY AMENDMENT TO THE CONTRACT

ARTICLE 9: EXTRA SERVICES

9.1 General

- 9.1.1 Extra Services are those services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner.
- 9.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the Owner in writing prior to the performance of any Extra Services.
- 9.1.3 Cost proposals for Extra Services shall be computed in accordance with the Hourly Rate Schedule established in Attachment A.
- 9.2 Unless specifically prohibited elsewhere and with the prior written Approval of the Owner, the Owner's Project Manager shall perform any of the following services as Extra Services:

- 9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;
- 9.2.2 Assisting in the appeals process of permitting boards or commissions;
- 9.2.3 Rebidding, resolicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services;
- 9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;
- 9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor or CM at Risk;
- 9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;
- 9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and
- 9.2.8 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.
- 9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 10: REIMBURSABLE EXPENSES

- 10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:
 - 10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.
 - 10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.
- 10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

10.3 The Owner's Project Manager shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract. If a Subconsultant hired to perform Basic Services performs Extra Services approved by the Owner, compensation for such Extra Services shall be made under Article 9.

ARTICLE 11: RELEASE AND DISCHARGE

11.1 The acceptance by the Owner's Project Manager of the last payment under the provisions of Article 7 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and the Authority and their employees and agents, from all claims of the Owner's Project Manager and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Owner's Project Manager to the Owner and Authority with, or prior to, the last invoice.

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment:

12.1.1 The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the Owner and the Authority. Likewise, any successor to the Owner's Project Manager must first be approved by the Owner and the Authority before performing any services under this Contract. Such written consent shall not in any way relieve the Owner's Project Manager or its assignee from its responsibilities under this Contract.

12.2 Suspension

12.2.1 The Owner may, at any time, upon seven (7) days written notice to the Owner's Project Manager, suspend this Contract. If the Owner provides such written notice, the Owner's Project Manager shall be compensated for work satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension for which invoices have been properly submitted.

12.3 Termination

12.3.1 By written notice to the Owner's Project Manager, the Owner may, with prior written approval of the Authority, terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Owner's Project Manager, all compensation and reimbursement due to the Owner's Project Manager in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Owner's Project Manager, provided no payment shall be made for work not yet performed or for anticipated profit on unperformed work. If such termination is for cause then

no further payment shall be due to the Owner's Project Manager beyond the date of termination.

- 12.3.2 By written notice to the Owner and the Authority, the Owner's Project Manager may terminate this Contract:
 - (a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or
 - (b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.
 - (c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

ARTICLE 13: NOTICES

Any notice required to be given by the Owner or Authority to the Owner's Project Manager, or by the Owner's Project Manager to the Owner or Authority, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the Owner at the addresses indicated on page one or to the Authority at 40 Broad Street, Boston, Massachusetts 02109. Notices to the Authority shall be sent to the attention of the Director of Capital Planning.

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

- 14.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or the breach of any of the provisions of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.
- 14.2 With respect to non-professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner and the Authority, and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the

Owner and/or the Authority arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

14.3 The indemnification obligation in this Article shall be in addition to, and not a limitation of, any other rights and remedies available to the Owner under this Contract or at law.

ARTICLE 15: INSURANCE

- 15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Authority and by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Owner and the Owner's Project Manager or for such longer period as otherwise required under this Contract.
- All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.
- 15.3 The Owner's Project Manager and its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the Owner and the Authority prior to the expiration of any of the policies referenced in the certificates so that the Owner and the Authority shall at all times possess certificates indicating current coverage. Original certificates shall be provided to the Authority by the Owner's Project Manager upon request by the Authority. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.
- Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner and the Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.

- 15.6 The Owner's Project Manager or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. Neither the Owner nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.
- 15.7 <u>Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers</u>

The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

- 15.7.1 Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.
- 15.7.2 Commercial General Liability Insurance (including Premises/Operations; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority. The Owner and the Authority shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.
- 15.7.3 Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:
 - a. \$1,000,000 Each Person for Bodily Injury;
 - b. \$1,000,000 Each Accident for Bodily Injury; and
 - c. \$1,000,000 Each Accident for Property Damage.
- 15.7.4 Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract or by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager until the final fee payment is made or all data is turned over to the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.8 <u>Professional Liability</u>

The Owner's Project Manager shall maintain professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the Owner on or before the effective date of this Contract and for a period of at least six years after

the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the Owner. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a limit of not less than \$1,000,000.

In the event that the Owner terminates this Contract at or before the completion of the Feasibility Study/Schematic Design Phase "without cause" as provided in Article 12.3.1; or the Contract term ends pursuant to its own provisions at the completion of the Feasibility Study/Schematic Design Phase and the Contract is not amended to authorize the Owner's Project Manager to perform services for subsequent design phases, Construction Phases and/or Completion Phase; or the Owner otherwise elects not to proceed with the Project beyond the Feasibility Study/Schematic Design Phase, either because the Owner lacks sufficient funding for the Project or because the Authority's Board of Directors does not approve the Project to proceed beyond the Feasibility Study/Schematic Design Phase, the Owner may, subject to the written approval of the Authority, amend this Article 15.8.

15.9 Liability of the Owner's Project Manager

Insufficient insurance shall not release the Owner's Project Manager from any liability for breach of its obligations under this Contract. Without limitation, the Owner's Project Manager shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work product covered by this Contract.

15.10 Waiver of Subrogation

To the extent damages are covered by property insurance, the Owner and the Owner's Project Manager waive all rights against each other and against the General Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors, consultants, agents, and employees of the other for damages caused by fire or other causes of loss, except such rights as they may have to the proceeds of such insurance as set forth in the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner shall require of the General Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors Owner's Project Manager, consultants, Subconsultants, and agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, documents, models, and any other documentation, product or tangible materials authored or prepared, in whole or in

part, or purchased, obtained, created by the Owner's Project Manager pursuant to this Contract (collectively, the "Materials"), other than the Owner's Project Manager's administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner as "works made for hire" or otherwise. The Owner will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Owner's Project Manager pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Owner's Project Manager. At the completion or termination of the Owner's Project Manager's services, all original Materials shall be promptly turned over to the Owner.

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

- 17.1 <u>Truth-in-Negotiations Certificate</u>: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:
 - 17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and
 - 17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.
- 17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract.
- 17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 17.4 <u>Interest of Owner's Project Manager:</u> The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever

applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.

- 17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L c.151B.
- 17.6 <u>Certification of Non-Collusion:</u> The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 17.7 <u>Governing Law:</u> This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- Dispute Resolution: If a dispute arises between the parties related to this Contract, the 17.8 parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with Article 17.9; and (d) This paragraph of dispute resolution provisions shall survive termination of this Contract.
- 17.9 <u>Venue</u>: Any suit by either party arising under this Contract shall be brought only in the a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

ATTACHMENT A

PAYMENT SCHEDULE

In consideration of Owner's Project Manager's delivery of Basic Services, the Owner shall pay the Owner's Project Manager on an hourly basis, up to a total fee that shall not exceed \$[insert total fee amount]\$. The \$[insert total fee amount]\$ fee is a cap for Basic Services related to this Contract, and the actual amount paid by the Owner for Basic Services required during the duration of this Contract may be an amount less than \$[insert total fee amount]\$. The Owner's Project Manager shall invoice the Owner based on hours worked pursuant to this Contract, according to the hourly rates below and the schedule set forth below. During the course of this Contract, the rates in effect shall not be increased above those delineated in the following table:

Hourly Rate Schedule

Title

Rate/Hr.

The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

Project Phase/Item of Work

Not-to-Exceed Fee

Completion Date

Feasibility Study/Schematic Design Phase

Design Development/Construction Document/Bidding Phase

Construction Phase/Final Completion

Extra Services (Identify by Category)

Reimbursable Services (Identify by Category)

Independent Cost Estimates

Task 8.2.2 – Up to two estimates

\$X/per estimate

N/A

Task 8.4.2 – One Estimate

\$X/per estimate

N/A

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Owner's Project manager Application Form - March 2017	
1. Project Name/Location for Which Firm is Filing:	
1a. MSBA Project Number:	
2a. Respondent, Firm (Or Joint-Venture) - Name And Address Of Primary Office To 2b.	o. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:
2c. Date Present And Predecessor Firms Were Established: 2d.	 Name And Address Of Parent Company, If Any:
2e. Federal ID #: 2f.	. Name of Proposed Project Director:
 Personnel From Prime Firm Included In Question #2 Above By Discipline (List Each Person Only Period. Indicate Both The Total Number In Each Discipline): 	(List Each Person Only Once, By Primary Function Average Number Employed Throughout The Preceding 6 Month
Admin. Personnel Architects Acoustical Engrs. Covil Engrs. Code Specialists Construction Inspectors Architects Electrical Engrs. Environmental Engrs. Licensed Site Profs. Mechanical Engrs.	Other
4. Has this Joint-Venture previously worked together?	NO III

Kesumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 5. Personnel And They Must Be In The Format Provided. By Including A Firm As A Subconsultant, The Prime ould The Team Be Selected. A Name And Title Within Firm:		c. Name And Address Of Office In Which Individual Identified In 6a Resides:	d. Years Experience: With This Firm: With Other Firms:	e. Education: Degree(s) /Year/Specialization	f. Date of MCPPO Certification:	g. Applicable Registrations and Certifications:	 Current Work Assignments And Availability For This Project (availability should be identified as a percentage: eg: "As of 5/30, 50% available"): 	i. Other Experience And Qualifications Relevant To The Proposed Project: (Identify OPM Firm By Which Employed, If Not Current Firm. Please distinguish between OPM work and any design work performed by the firm.):
 brief Resume for Key Personnel <u>ONLY</u> as indicated in the Request for Services. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 5. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel And They Must Be In The Format Provided. By Including A Firm As A Subconsultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected. a. Name And Title Within Firm: 		c. Name And Address Of Office In Which Individual Identified In 6a Resides:	d. Years Experience: With This Firm: With Other Firms:	e. Education: Degree(s) /Year/Specialization	f. Date of MCPPO Certification:	g. Applicable Registrations and Certifications:	 h. Current Work Assignments And Availability For This Project (availability should be identified as a percentage: eg: "As of 5/30, 50% available"); 	Other Experience And Qualifications Relevant To The Proposed Project: (Identify OPM Firm By Which Employed, If Not Current Firm. Please distinguish between OPM work and any design work performed by the firm.):

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anagement	j. Number And Outcome Of Legal Actions					
er's Project M	i. Dollar Value of any Safety fines					
to perform Owr	h. Number of Accidents and Safety Violations					
nto a contract	g. Change Orders					
or has entered	f. Original Construction Contract Value					
as performed, o	e. On Time (Yes Or No)					
Prime Applicant h	d. Completion Date (Actual Or Estimate)					
illion, for which the past 10 years.	c. Project Dollar Value					·
Past Performance: List all Completed Projects, in excess of \$1.5 million, for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)					i
Past Performance: List all C Services for all Public Agenci	Project Name And Location Project Director					
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Past Performance: Provide the following information for those completed Projects listed above in 7a for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.	b. Original Project Budget					
Provide the nagement						
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7b. Par (cont) Ow		(1)	(2)	(3)	(4)	(5)

Page 20 of 27

and highlight any work	h. Number and dollar value of claims								
project participants	g. Number and dollar value of Change Orders								
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ers or Sub-con	e. Current forecast completion date On Time (Yes Or No)								
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olicant, Joint-V	d. Current Project Budget								
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Capacity: Identify all current/ongoing Work by Prime Applicant, Joint-Venture Members or Sub-consultants. Identify project participants and highlight any work involving the project participants identified in the response.	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)								
Capacity: Ide 8. involving the p	Project Name And Location Project Director	L.	<i>c</i> i	ю́.	4.	ന്	٠ ن	7.	ω.

Revised March 2017

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References: Provide the following information for completed and current Projects listed above in 7 and 8 for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.	Client's Name, Address and Phone Number. Include Name of Contact Person				
	Project Name And Location Project Director	(6	10)	11)	
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References: Provide the perform Owner's Project	Project Name And Location Project Director				
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တ်	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-consultants. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED.
10.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.
	Submitted By (Signature)

ATTACHMENT D

REQUIRED CERTIFICATIONS

CONFLICT OF INTEREST CERTIFICATION

I/We acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A),
and this Contract expressly prohibits any activity which shall constitute a violation of that law. I/We
shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this
Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it
nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

Social Security Number of	Signature of Individual or Corporation Name
Federal identification Number	
	By: Corporate Officer (if applicable)

SATISFACTION OF STATE TAX REQUIREMENTS

Legislation enacted by the	Commonwealth	h of Massachusetts	, effective Ju	ıly 1,	1983,	requires	that	the
attestation below be signed.						-		

ATTESTATION

	I certify under the penalties of perjury that I, to the best of x returns and paid all state taxes required under law.
Social Security Number of Federal identification Number	Signature of Individual or Corporation Name
	By: Corporate Officer (if applicable)

CERTIFICATE OF TAX COMPLIANCE & NON-COLLUSION

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under the law.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

COMPANY
ADDRESS
Signature of Individual Signing Bid or Corporate Officer:
Telephone Number:
Social Security Number or Federal Identification Number:
Date

CERTIFICATE OF VOTE

I,	, Clerk of	
hereby		
certify that, at a meeting of the Board of Directors of which a quorum was present and voting throughout,	f said Corporation duly held on the following vote was duly passed and is now in	, 20, at full force and effect:
"VOTED: That		he and havehy is
(NAME OF OFFICE	R AUTHORIZED TO SIGN FOR CORPORATIO	be and hereby is (N)
authorized, directed and empowered for, in the name execute, acknowledge and deliver all contracts, bond contract, bond or obligation by such for all purposes, and (NAME OF OFFICER) that a certificate of the Clerk of this Corporation setti vote shall remain in full force and effect unless and u such directors and a certificate of such later vote attestions.	is, and other obligations of this Corporation: the example to be valid and binding forth this vote shall be delivered to the Town or until the same has been altered, amended, or revoke	recution of any such ng upon this Corporation f Norwood; and that this
I further certify that	is the duly elected	of soid Composation
(NAME OF OFFICER)	is the duly elected(TITLE)	of said Corporation.
Signed:		
	(CLERK-SECRETARY)	
Place of Business:		•
Date of Contract:		
AF COUNTERSIGNATURE:	FIX CORPORATE SEAL HERE	•
	ME AND TITLE OF OFFICER)	
(* 1* *	TILL OF OFFICERY	

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.