Under the rule of Massachusetts General Law Ch. 7c, Sec. 44-57

The City of Waltham



Invites Interested Parties To propose the best offer and or bid For the service or product herewith described:

Architectural Services (Design) for the Renovation/Construction of the former Ezra C. Fitch Elementary School

14 Ash Street Waltham, MA 02453

The bid opening will be held: 10 AM Tuesday December 3, 2019

Pre-Bid Meeting and Site inspection: 10 AM Tuesday November 19, 2019

(Meet at 14 Ash Street Waltham, MA 02453)

Last day for Questions: 12 Noon Wednesday November 20, 2019

(Via email only to jpedulla@city.waltham.ma.us)

CONTRACT

Architectural Services (Design) for the Renovation/Construction of the former Ezra C. Fitch Elementary School 14 Ash Street Waltham, MA 02453

ARTICLE 1: DEFINITIONS

<u>Approval</u>: A signed written communication from the Authorized Representative of the City of Waltham to the ARCHITECT expressing the City of Waltham's approval of services or documents prepared by the ARCHITECT, which approval shall not relieve the ARCHITECT from any of its professional responsibilities under this Contract; item with respect to which such written approval has been given.

<u>As-Built Drawings</u>: All Drawings, Specifications, Approved shop drawings, catalogue cuts and other items bearing markings or containing information provided by the general contractor to indicate construction details and changes made during the construction period.

<u>Authorized Representative</u>: The Authorized Representative(s) of the City of Waltham is (are) the person(s) named in the signature page of this Contract or such other person or persons as the chief executive officer of the City of Waltham may designate in writing.

City of Waltham: The City of Waltham named in this Contract.

Basic Fee: The Basic Fee is the Architect's fee specified in Article 5 of this Contract.

<u>Basic Services</u>: All services required to be performed by the ARCHITECT under this Contract except those for which reimbursement is made or provision for additional compensation provided for under Articles 6 and 7.

Construction Contract: One or more contracts between the City of Waltham and a general contractor for the construction of the Project.

<u>Construction Cost</u>: The cost of constructing the Project inclusive of all designed construction, demolition, and renovation work, all supportive and preparatory construction work required for the Project, all general contractors, subcontractors, suppliers, materials, equipment, general conditions, insurance, overhead and profit and all other allowances. The Construction Cost includes change orders during the construction administration phase of the Project.

<u>Construction Cost Estimate</u>: The written estimate of the Construction Cost of the Project prepared by the ARCHITECT at various phases of the Project on the basis of detail specified in this Contract. The following contingencies are included in the Construction Cost Estimate: estimating, phasing and temporary work, and escalation. The term also includes the final cost estimate that the ARCHITECT is required by this Contract to prepare.

Consultant: A subcontractor of the Architect.

Contract: This Contract for Architect's Services.

<u>Contract Schedule</u>: A critical path management for the activities of the ARCHITECT and its Consultants required by this Contract.

<u>Estimated Construction Cost</u>: The Construction Cost as estimated in the Construction Cost Estimate prepared by the Architect at various phases of the Project to the level of detail and in the format specified in this Contract.

<u>Fixed Limit Construction Cost</u>: The maximum Construction Cost established by the City of Waltham as set forth in the Scope of Services.

<u>Gross Floor Area</u>: The total floor area of the Project buildings measured using the perimeter dimensions of the building shells and calculated in accordance with the *ASTM International Standard Classification for Building Floor Area Measurements for Facility Management*.

<u>Laws</u>: Applicable statues, acts, rules, regulations, requirements, orders, directions, ordinances, judgments, decrees, and injunctions of or by the United States of America, the City of Waltham of Massachusetts; and any political subdivisions of either of them; and any agency, department, commission, board, bureau, or instrumentality of any of them.

<u>Neutral</u>: An impartial third party not having an interest in the Public Entity, City of Waltham, ARCHITECT, any construction contractor on the Project, or the Project.

<u>Notice to Proceed</u>: A written communication from the Chief Procurement Officer of the City of Waltham directing the Architect to perform services for the particular phase of the Project as set forth in such communication. The NTP shall follow the execution of the contract by the Mayor.

<u>Owner's Project Manager</u>: (If required by the size of the construction estimated cost). A professional consultant or professional construction manager hired by the City of Waltham pursuant to M.G.L. c. 149, s. 44A1/2 or otherwise to work with the Architect as the owner's representative on the project to ensure an optimum project including construction quality, cost control, and schedule control.

<u>Permits</u>: Governmental, quasi-governmental and other necessary permits and approvals, including the filing of notices or information with governmental or quasi-governmental entities and authorities that are necessary for the implementation of the Project at the site. The term "Permits" shall include permits and approvals from utility companies and also include permissions, approvals and consents by private parties necessary for the design and construction of the Project, such as an approval by a landlord or other holder of an interest in the Project site. All City-required permitting fees are waived.

<u>Program</u>: The program prepared for the Project in accordance with the provisions of M.G.L. c. 29, § 7k or any other pre-design document prepared for the Project in accordance with any other statute, appropriation, authorization or administrative directive consistent therewith.

Project: The Project identified in this Contract.

Public Entity: The City of Waltham of Massachusetts its agent or instrumentality.

Qualified Testing Laboratory: A testing laboratory licensed by the City of Waltham or otherwise qualified to perform specific analyses of samples.

Record Drawings: The Drawings prepared by the Architect and its Consultants pursuant to this Contract which incorporate the changes made during the construction period and which incorporate information on the marked-up prints, As-Built Drawings and other data furnished by the general contractor and subcontractors.

Resident Engineer: The on-site representative of the City of Waltham for the Project.

<u>Schedule of Values</u>: A schedule prepared by the General Contractor and the Architect and Approved by the City of Waltham that allocates the payments of the Basic Fee to various milestones in the performance of the ARCHITECT's Basic Services, which schedule shall be consistent with the percentages specified in Section 8.2.

<u>Standard Application</u>: The standard application promulgated by DCAM to be used by ARCHITECTs contracting with DCAM; if the City of Waltham is other than DCAM, then the City of Waltham at its election may require the Architect to use the Standard Specification but is not required to do so.

Study: feasibility or other study to identify and evaluate alternative solutions to and recommend a solution to the needs and requirements defined by the City with respect to the facility that is the subject of the Project.

ARTICLE 2: RESPONSIBILITIES OF THE CITY OF WALTHAM

- **Approvals.** The City of Waltham shall without unreasonable delay either i) render to the ARCHITECT any Approval required by this Contract or ii) notify the Architect in writing why such Approval is being withheld. The City of Waltham shall not unreasonably withhold any Approval, acceptance, or consent required under this Contract.
- **Payment.** For satisfactory performance of all of the Architect's obligations under this Contract, the City of Waltham shall compensate the Architect in accordance with the provisions of Articles 5, 6, 7, 8, and 9 of this Contract.
- Surveys and Data. The City of Waltham shall furnish to the Architect existing and available surveys of the Project's building site or sites, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the site or sites; reports from any borings, test pits; chemical, mechanical or other tests; photographs and information as to water, sewer, electricity, steam, gas, telephone and other services; and data and drawings regarding existing buildings. All items and data provided to the Architect by the City of Waltham shall remain the property of the City of Waltham or the Public Entity. The Architect may use items and data provided by the City of Waltham only for the purposes of this Contract, unless the City of Waltham shall give the Architect specific written permission for some other use. The City of Waltham does not guarantee nor does it make any express or implied warranties concerning the accuracy of any such information furnished to the ARCHITECT.
- **2.4 Construction Contract Procurement.** The City of Waltham shall reproduce, advertise and distribute the bid documents necessary for the competitive procurement of the Construction Contract and shall conduct the procurement process with the assistance of the Architect as provided in Section 4.3 of this Contract.
- **No Waiver.** The City of Waltham's review, approval, acceptance of, or payment for, any of the services furnished by the Architect shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The City of Waltham's Approval shall not in any way relieve the Architect from performing all work required under this Contract in accordance with the standard of care set forth in Section 3.3 herein.
- 2.6 Right to Rescind Approval of Consultant. The City of Waltham may rescind the City of Waltham's prior consent to a Consultant if a Consultant or subcontractor is incompetent, irresponsible or otherwise unsatisfactory, and the Architect shall remove such Consultant or subcontractor from the work. If a Consultant is so removed, the Architect shall provide another Consultant with similar credentials and qualifications (including but not limited to MBE/WBE) that meets with the Approval of the City of Waltham. The removal of such Consultant or sub consultant shall not relieve the ARCHITECT from its responsibilities for services of its Consultants and sub consultants under this Contract.

ARTICLE 3: ARCHITECT'S BASIC SERVICES -- GENERAL

- 3.1 General. The Architect shall perform professional services in accordance with the terms of this Contract, the Study for the Project which is incorporated herein by reference, the Scope of Services set forth. the provisions of M.G.L. c. 7, § 42C, the City of Waltham requirements and in accordance with the procedures set forth. In the case of conflict between the terms of this Contract and any of the provisions incorporated herein by reference, the provisions of this Contract shall control. The architect shall be responsible for the professional accuracy and coordination of all designs, drawings, specifications, cost estimates, and other services and submittals furnished by Architect and by its Consultants in accordance with the standard of care set forth below in paragraph 3.3. The Basic Fee shall compensate Architect for all of Architect's obligations specified in this Contract except as otherwise specifically provided herein. Unless otherwise specified in the Scope of Services the Architect's Basic Services includes prequalification services required for either a Construction Manager At-Risk Project in accordance with M.G.L. c. 149A or prequalification services required or decided upon by the City of Waltham under M.G.L. c. 149 §§44D1/2 or 44D3/4.
- **Staffing; Time of Essence.** The Architect's personnel who shall provide services under this Contract. The architect shall provide sufficient personnel to complete the services required by this Contract in a continuous and timely manner, and shall meet the Approved Contract Schedule agreed upon in accordance with Section 4.1 of this Contract. Time is of the essence of this Contract.
- 3.3 Standard of Care, Compliance with Laws. The Consultant agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals or consultants engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice. In addition to and without limiting the foregoing, the ARCHITECT agrees that the work and services performed hereunder shall conform to the standards set forth in this Contract and will endeavor to conform to all applicable Laws.
- Quality Assurance. The Architect shall demonstrate to the Authority the presence and implementation of quality assurance procedures. The Architect shall identify individual(s) responsible for bid document review and cost estimating, as well as methods utilized to determine the completeness, accuracy, and coordination of drawings, specifications, cost estimates, and other data and documentation.
- 3.5 <u>Fixed Limit Construction Cost.</u> The Architect shall determine the materials, equipment, component systems and types of construction included in the design of the Project so that it may be awarded within the Fixed Limit Construction Cost without alternates (unless Approved by the City of Waltham) and without allowances of any nature. Such determination shall be subject to the Approval of the City of Waltham, which shall not be unreasonably withheld. If the City of Waltham has appointed a construction manager or an independent cost estimator for the Project, the Architect shall validate its Construction Cost Estimates with such person. Construction Cost Estimates shall be subject to the Approval of the Authorized Representative.

The decision of the City of Waltham shall be final in matters pertaining to this section but the Architect shall not be responsible for any decision by the City of Waltham that is inconsistent with generally accepted standards of professional practice provided that the Architect shall have advised the City of Waltham in writing of the inconsistency at the time of the Approval. If within three (3) months after approval of Construction Documents, in final form, the bids of the lowest responsible and eligible bidders exceed the Fixed Limit Construction Cost, the Architect shall, if so instructed in writing by the City of Waltham, provide such revised construction drawings and specifications and Construction Cost Estimates as the City of Waltham shall require for the purpose of bringing the cost within the Fixed Limit Construction Cost; provided that Architect may in connection with such revision make reasonable adjustments in the scope of the project subject to the written approval of the City of Waltham, which approval shall not be unreasonably withheld. The Architect shall not be paid additional compensation for such services.

- 3.6 ARCHITECT to Evaluate Surveys and Data. The Architect shall analyze and evaluate the information furnished by the City of Waltham pursuant to Section 2.3 above. If items or data of the type identified in Section 2.3 are not available or are, in the reasonable opinion of the ARCHITECT, insufficient to permit the Architect properly to perform its services hereunder, the ARCHITECT shall submit a written request to the City of Waltham for permission to obtain the services of one or more Consultants to perform the necessary services, in which case unless the services are included in the Scope of the Contract, the Architect shall be reimbursed in accordance with Article 7 (Reimbursable Costs and Expenses), or to perform the services with the Architect's own employees, in which case the Architect shall be compensated in accordance with Article 6 (Additional Services; Additional Compensation). In no case shall the Architect commence or authorize a Consultant to commence such services without the prior Approval of the City of Waltham.
- services for each of the phases of the Project to the point where detail checking or reviewing by the City of Waltham is not necessary. Any changes, corrections, additions, or deletions made by the City of Waltham shall be incorporated into the design of the Project unless specific written objections thereto are made by the Architect and Approved by the City of Waltham. The decision of the City of Waltham shall be final in matters pertaining to this section, but the Architect shall not be responsible for any such decision by the City of Waltham that is inconsistent with generally accepted standards of professional practice provided that the Architect advised the City of Waltham in writing of the inconsistency at the time the decision was made.

3.8 <u>Employment of Consultants</u>. Subject to the provisions of this Contract and the Approval of the City of Waltham, whenever the services of the following Consultants, and any other Consultants or in the ARCHITECT Selection Board's advertisement for the Project, are required, the Architect shall employ them and be responsible for their work and the coordination and supervision thereof: structural engineers, electrical engineers, mechanical engineers, civil engineers, plumbing engineers, sanitary engineers, architects, landscape architects, code specialists, cost estimators, specification writers, interior Architect's, and [insert others, if required]:

Consultants shall be registered in Massachusetts in their respective disciplines if registration is required by the applicable Laws. If the City of Waltham directly employs an independent cost estimator, Owner's Project Manager, and/or other consultant(s), the ARCHITECT and its Consultants shall work directly with the City of Waltham's consultant(s) to ensure that optimum cost, scheduling, and ease of construction objectives are met.

- 3.9 Approval of Consultants. Except as specifically provided in this Contract, the ARCHITECT shall not employ Consultants, or sublet, assign or transfer any part of its services or obligations under this Contract without the prior Approval of the City of Waltham subject to the provisions of M.G.L. c. 7, §38H. To obtain such Approval, the ARCHITECT must submit the items required by M.G.L. c. 7, §38H. The ARCHITECT shall provide the City of Waltham with complete copies of its contracts with each of its Consultants within 14 calendar days of the execution of such contracts.
- 3.10 <u>Consultants Barred from Construction Work.</u> The ARCHITECT shall not employ in any element of design, specification, estimating, evaluation or other work under this Contract any person or firm that expects to be a bidder, subcontractor or supplier for the construction of the Project or any part thereof. The ARCHITECT shall obtain from every Consultant a written representation that such Consultant is aware that it is prohibited from serving as a bidder, subcontractor, or supplier for the construction of the Project or any part thereof.
- **3.11** Prompt Payments to Consultants. The ARCHITECT shall, within 14 calendar days after receiving payment from the City of Waltham, either make payment to each Consultant whose work was included in the work for which such payment was received or notify the City of Waltham in writing of the reason why such payment is not being made within such time period.
- **3.12 Proprietary Items.** Without limitation, the ARCHITECT, Architect's employees and Consultants shall adhere to the provisions of M.G.L. c. 30, § 39M, which provides in part:

"Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the City of Waltham or promptly given

in writing by the City of Waltham to anyone making a written request therefore, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the City of Waltham: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said name or described materials."

The City of Waltham becomes the sole proprietor of all design and bid documents including specifications, drawings, plans, submittals and all other information for which the Architect has been paid to produce.

The Architect shall refer to the law and consult with the City of Waltham for procedures regarding proprietary items. The City of Waltham may waive the provisions of this law for "sound reasons in the public interest." No such waiver shall bind the City of Waltham unless made in writing and executed by the City of Waltham.

3.13 ADA, Handicap Access and Nondiscrimination Laws. Consistent with the standard of care and practice stipulated in Section 3.3 above, the Architect shall perform its services under this Agreement in strict compliance with all Laws relating to architectural accessibility, including without limitation, the applicable sections of the Americans with Disabilities Act of 1990 ("ADA", 42 U.S.C. sections 12101 et. seq.), the ADA Accessibility Guidelines for Buildings and Facilities ("ADAAG"), and the regulations of the Massachusetts Architectural Access Board ("MAAB", 521 CMR 1.1 et. seq.). The Architect recognizes that the Public Entity, the City of Waltham is a Public Entity subject to Title II of the Americans with Disabilities Act, may be recipients of federal funds under the Rehabilitation Act of 1973, and are subject to the MAAB regulations referenced above. The Architect hereby assumes the Public Entities' obligations, including those that exist under the MAAB, ADAAG and/or the Rehabilitation Act of 1973 to design a facility accessible to and usable by people with disabilities. The ARCHITECT shall provide the City of Waltham with designs that provide access to all programs, activities and services to be conducted within the facilities to be designed in accordance with the scope of work of the Contract and to document compliance with the above referenced standards, as well as any variance or waivers of the above requirement the ARCHITECT may have obtained on behalf of the public entities. The ARCHITECT shall not seek any such variance or waiver of the above requirements without the express, written authorization of the City of Waltham. The ARCHITECT shall exercise due care and diligence in accordance with the standard of care set forth in paragraph 3.3 above, in performing the work required under this Contract to protect, indemnify and defend he City of Waltham from claims for failure to comply with the laws, rules and regulations pertaining to architectural accessibility for people with disabilities.

- 3.14 **Permits Generally.** Unless otherwise instructed by the City of Waltham in writing, the ARCHITECT shall obtain all Permits required to implement ARCHITECT's design at the site other than standard building permits customarily obtained by the general contractor. The ARCHITECT shall obtain the prior Approval of the City of Waltham of all permit applications, notices, and accompanying documentation before filing them with the appropriate governmental entity or other party. The ARCHITECT shall provide the City of Waltham with a certified list of all Permits required to implement the design at the site as soon as possible during design development, shall schedule target dates for the procurement of such Permits, and shall regularly update such list and schedule during the term of this Contract. The ARCHITECT shall certify in writing at the time that construction documents (or changes thereto) are submitted to the City of Waltham that the ARCHITECT has identified all Permits required to implement the Project and that those not identified in writing as being the responsibility of the City of Waltham have been identified in the specifications as being the general contractor's responsibility. Notwithstanding the foregoing, any required attendance by the ARCHITECT at any public hearing in connection with any Permit shall be considered an Additional Service to be compensated in accordance with Article 6 of this Contract, and any Permit application fee shall be considered a Reimbursable Expense to be reimbursed in accordance with the provisions of Article 7.
- 3.15 <u>Permits Related to Change Orders.</u> The Architect shall also provide to the Awarding Authority a written certification of all Permits required to implement change order work at the site when the ARCHITECT submits for approval any change order request to the City of Waltham during the construction phase of the Project, whether the change order request was made by the ARCHITECT, the City of Waltham, or the general contractor.
- 3.16 **Special Consultants.** The Architect shall retain the services of a Qualified Testing Laboratory, special field inspectors, and other special Consultants not referenced in Section 3.8 above when required for the Architect's services for the Project. The identity of such Consultants shall be approved in advance by the City of Waltham, which Approval shall not be withheld unreasonably. When such a special Consultant's services are required, including the services of a Qualified Testing Laboratory functioning under the jurisdiction of both a Massachusetts registered engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the ARCHITECT and shall be subject to the Approval of the City of Waltham. Consultant fee proposals shall be obtained by the ARCHITECT from at least three such consultants and submitted to the City of Waltham together with the Architect's recommendation for selection before any work shall be approved. The City of Waltham may waive the requirement for three proposals for good cause. Each such Consultant whose fee for such services exceeds \$25,000 shall demonstrate coverage by liability insurance in an amount not less than its fee. The cost for services of any Approved special Consultant not listed in Section 3.8, in the Scope of Services or in the ARCHITECT Selection Board advertisement for the Project shall be reimbursed as provided in Article 7. For solicitation, inspection, analysis, coordination, and evaluation of such Consultants' services, and for assuming liability therefore, the ARCHITECT shall be compensated as provided in Article 7.

- 3.17 Copyrights, Patents, Intellectual Property Rights. The ARCHITECT hereby grants to the City of Waltham an irrevocable royalty-free license to use for any purpose the following items developed or made part of the work or services performed under this Contract: all drawings, designs, specifications, photographs, images, notes, materials and other work and ideas of the ARCHITECT and its Consultants and subcontractors related to the performance of this Contract which are or may be covered by copyright, patent, or other intellectual property Laws or as to which ARCHITECT and its Consultants and subcontractors may assert any rights or establish any claim under any such Laws. The ARCHITECT agrees on behalf of itself and its Consultants and subcontractors that the City of Waltham and the Public Entity shall have unlimited royalty-free rights, for the benefit of the City of Waltham and the Public Entity and any public entity to which the City of Waltham or the Public Entity may grant the right to share such rights, in any and all drawings, designs, specifications, photographs, images, notes, materials and other work and ideas developed in the performance of this Contract, including the right to use the same on any Public Entity or other public entity projects. The ARCHITECT shall incorporate by reference this provision into all contracts with its Consultants and subcontractors on this Project including, but not limited to, architects, engineers, estimators, ARCHITECTs and photographers. The ARCHITECT and its Consultants and subcontractors shall not be responsible for changes made in the documents without the ARCHITECT's authorization, nor for the City of Waltham's or other public entity's use of the documents on projects other than the Project, unless this is a contract for design services for a master plan or prototype. The City of Waltham assumes the risk resulting from any such changes made in the documents without the ARCHITECT's authorization, or for the City of Waltham's or other public entity's use of the documents on projects other than the Project.
- 3.18 Security and Confidentiality. The ARCHITECT and its Consultants and subcontractors shall maintain the confidentiality of Project records, including, but not limited to, all prints, plans, policies, procedures, studies, specifications and drawings, which relate to internal layout and structural elements, electrical and mechanical systems, security measures, emergency preparedness, threat or vulnerability assessments, and any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation or other infrastructure located within the City of Waltham, the disclosure of which, in the reasonable judgment of the City of Waltham, is likely to jeopardize the safety of persons or property. Without limiting the foregoing, if the Project is a designated "Security Sensitive Information" project, the ARCHITECT shall execute a separate Security Sensitive Information Procedures and Confidentiality Agreement and shall comply with such document protection requirements as may be referenced in said agreement.

ARTICLE 4: DELIVERABLE OF BASIC SERVICES

4.0 The Architect shall perform the following specific tasks

TASK 1. Design, Commissioning and Construction Administration

Develop and design Construction, demolition, remodeling documents, perform shop drawing review, and construction management of city buildings projects.

The design documents shall include proposed sequences of operations, list of points, and performance specifications of the control devices and sensors. The selected Architect shall also prepare budget estimates for the repair or replacement of identified failing systems.

TASK 2. Perform Owner's Project Management (OPM) Services

When required and in those cases where the City engages an external designer for the completed development of a construction project that cost in excess of the amount sated in by M.G.L. Ch. 149, § 44, 44A ½ (\$1,500,000.00), the Architect may be required to perform OPM services and work in conjunction with the selected designer to develop the most comprehensive and cost effective project plan.

TASK 3. Construction Administration

The selected Architect shall also Oversee the construction to its completion and shall require and receive construction affidavits and "as builds" from the General Contractor. The Architect shall supervise the work of the GC and shall direct changes to the performed work to make certain the design specifications are followed to the letter. The Architect shall review accept or decline submittals of cut sheets, review and approve payment requisitions, attend construction meetings and other services as required.

4.1 Preliminary Services.

- i. Upon receipt of a Notice to Proceed from the City of Waltham, the ARCHITECT and its appropriate Consultants shall meet with agents of the City of Waltham and the to arrive at a mutual understanding of the requirements of the project.
- ii. The ARCHITECT shall submit a proposed design work plan for the ARCHITECT's Services pursuant to this Contract including anticipated tasks and submittals. The ARCHITECT shall submit a proposed Contract Schedule consistent with any project schedule included in the Study or Scope of Services. The schedule shall contain dates for submittals, deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. It shall include allowances of time for the City of Waltham's review and approval of submittals and for necessary submissions for Permits in connection with the Project. When Approved by the City of Waltham the work plan and the Contract Schedule shall govern the Architect's duties hereunder. The work plan shall also include a work plan schedule of values consistent with the payment schedule for the Basic Fee specified in Section 8.2, which shall be the basis of which payments of the Basic Fee within each phase shall be made. The work plan schedule of values shall identify deliverables within each phase and percentages of the phase fee payable upon completion of such deliverable. When Approved by the City of Waltham the work plan schedule of values shall govern the timing of payments of the Basic Fee upon completion of deliverables within each phase and as each phase progresses.
- iii. The ARCHITECT shall prepare a preliminary evaluation of the project and construction budget requirements subject including, if applicable, the following
 - (a) drawings, concept sketches, three dimensional representations, and specifications;
 - (b) a building code analysis;
 - (c) an environmental assessment;
 - (d) a preliminary life cycle cost analysis,

- (e) a plan for implementation or inclusion of any appropriate public utility energy conservation design programs;
- (f) an analysis of the design's compliance with the Americans with Disabilities Act/Massachusetts Architectural Access Board requirements;
- (g) a space measurement analysis for the design which shall verify that the sum of all program floor areas in the Project plus all other floor areas in the Project equal the Gross Floor Area of the Project;
- (h) a Construction Cost Estimate.
- iv. Schematic design level documentation shall also include Estimated Construction Cost of the design to the Program and Study requirements and shall explain any deviation from there. The ARCHITECT shall be aware of the following provisions of M.G.L. c. 29, § 26A and shall cause its services to comply therewith:

"No agency . . . administering a capital facility project shall enter into any contracts for that project . . . or cause to be performed design services for that project . . . if such would result in the completion of a project which cannot be accomplished (a) within the appropriation or authorization for the project or within the project cost limits specified by the appropriation or authorization and (b) without substantial deviation from (i) any study or program which must be prepared in accordance with the provisions of section 7K of this chapter or (ii) any other pre-design planning document which must be prepared in accordance with any other statute, appropriation or authorization or administrative directive consistent therewith. In no event shall the design work be such as would result in a change in the number of gross square feet to be constructed in the project of more than ten per cent from the number specified in the study, program or other pre-design document referred to [above]."

v. Schematic design phase drawings, specifications, Construction Cost Estimates and other submittals shall be subject to the written Approval of the City of Waltham. Unless a lesser number is requested by the City of Waltham, the ARCHITECT shall submit to the City of Waltham for approval six (6) copies of schematic design drawings, specifications, cost estimates, and other submittals.

4.2 <u>Design Development Phase Services</u>.

- i. Upon receipt of a Notice to Proceed with the Design Development Phase, the ARCHITECT and its Consultants shall meet regularly and as necessary with agents of the City of Waltham shall update and refine items submitted during the schematic design phase, and shall submit, on or before the date specified in the Contract Schedule, and on the basis of the Approved schematic design phase documents for the following areas, *if applicable*:
 - (a) an updated work plan and Project Schedule;
 - (b) a list of all Permits required to implement the design and a schedule of target dates for the procurement of such Permits, which list and schedule shall be regularly updated during the term of this Contract:

- (c) information and documentation within the technical expertise of the ARCHITECT and its Consultants that is necessary for the City of Waltham to file Environmental Notification Forms, Environmental Impact Reports, and any other filings for Permits that must be filed during the design development phase; (d) complete design development drawings, draft specifications indicating any filed sub-bid sections based on the cost of the work and other documents necessary to specify the size and character of the Project as to siting, landscape, architectural, structural, fire protection, plumbing, HVAC, electrical, ADA/MAAB, product requirements, and other features;
- (e) quality control documentation demonstrating without limitation coordination of: ceiling clearances, mechanical room size, and shaft sizes; specifications and drawings; filed sub-bid work or sections; scheduling; equipment and power; existing and new construction; and phasing;
- (f) design development drawings for which the ARCHITECT shall submit for a "tentative approval" review to the public agency having jurisdiction over enforcement of the State Building Code with respect to the Project (the Department of Public Safety of the City of Waltham for state-owned Projects or the building commissioner of the city or town in which the Project is located for other projects);
- (g) a life cycle cost analysis to determine which design decisions related to all energy and water consuming devices and overall building operation and maintenance are the most cost effective [M.G.L. c. 149, s. 44M];
- (h) a Construction Cost Estimate for the design with unit rates and quantities supporting each item, which shall have been reviewed and approved as accurate and complete by any cost estimator or Owner's Project Manager employed by the City of Waltham with respect to the Project;
- (i) a space measurement analysis for the design verifying that the sum of all program areas in the Project plus all other floor areas in the Project equals the Gross Floor Area of the Project;
- (j) a summary or summaries comparing the design development drawings, specifications and cost estimates with the Program requirements, and explaining any deviations in writing.
- ii. Such drawings, specifications, cost estimate and other design development submittals shall be subject to the written Approval of the City of Waltham. Unless a lesser number is requested by the City of Waltham, the ARCHITECT shall submit to the City of Waltham for approval six (6) copies of design development drawings, specifications, cost estimates, and other submittals.

4.21 Ownership of ARCHITECT produced documents.

Upon payment of the Architect's fee as specified in Articles 5 and 8, the City becomes the owner of all sketches, prints, drawings, submittals, etc. produced as a result of this project.

4.3 Construction Documents Phase Services.

- i. Upon receipt of a Notice to Proceed with the Construction Documents Phase of the Project from the City of Waltham, the Architect and its Consultants shall meet regularly as necessary with agents of the City of Waltham and based on the submittals Approved in the design development phase of the Project, shall update and refine the items previously submitted and shall submit on or before the date and time specified in the Approved Project Schedule including, *if applicable*, the following:
 - (a) an updated work plan and Project Schedule;
 - (b) complete construction drawings and specifications, certified by the ARCHITECT as having satisfied the applicable quality control review, approved as required by subsection ii below, in sufficient detail to permit fixed-price bids in open competition for construction of the Project;
 - (c) an updated environmental assessment, building code analysis, ADA/MAAB analysis and a certified list of all required testing and all required Permits as well as a certification that all applicable local, state and utility officials have been contacted by the ARCHITECT regarding each utility connection and that the persons responsible for permits or connection approval has agreed to the systems' use;
 - (d) structural and energy calculations, building code analysis, ADA/MAAB analysis;
 - (e) at the 60% stage of completion of the final drawings and specifications, a Construction Cost Estimate prepared using the Uniformat II Classification to Level 3, including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work, for review by the City of Waltham;
- ii. The Architect shall furnish a revised and final Construction Cost Estimate, current as of the date of the final bid document submission, including cost estimates for general conditions, overhead and profit, insurance, bonds, and all other items; provisional allowances for work not sufficiently designed at this phase; and allowances expressed as percentage rates for construction contingencies and escalation to the bid date.
- iii. The Architect shall furnish a final Construction Cost Estimate, current to the date of the final bid document submission. and profit and for any further allowances for escalation and other contingencies.
- iv. The Architect shall also submit a summary comparing the final construction drawings and specifications and final Estimated Construction Cost with the Program requirements and submittals made during the design development phase, explaining any significant deviations.
- v. All submittals shall be subject to the written approval of the City of Waltham. Unless a lesser number is requested by the City of Waltham or is provided below in subsection vii, the ARCHITECT shall furnish to the City of Waltham for approval six (6) sets of the drawings, specifications Construction Cost Estimates and other submittals. The ARCHITECT shall also furnish electronic media copies of the foregoing drawings and documents in such form as is required by the City of Waltham.

- vi. From the Approved construction drawings and specifications, with such changes as the City of Waltham requires, the ARCHITECT shall prepare and transmit to the City of Waltham a set of reproducible black and white drawings and original specifications on high quality white bond paper, single-sided, properly packaged, suitable for reproduction, stamped and signed by all disciplines, which documents shall become the property of the City of Waltham. Other suitable methods may be used with the prior Approval of the City of Waltham. One copy of the drawings and specifications shall be submitted with the reproducible drawings and specifications.
- vii. The City of Waltham will copy the construction bid documents, including advertisements, for receipt of proposals from construction contractors, and for execution of a Construction Contract or contracts. The ARCHITECT shall prepare all addenda (to include bidders' questions and Architect's responses), subject to the Approval of the City of Waltham. The ARCHITECT and its Consultants shall attend and chair the pre-bid conference if one is scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by means of written addenda to the bid documents as required. The ARCHITECT shall attend the bid opening and conduct a review of the qualifications of the low filed sub-bidders and general bidder (and of other bidders if necessary) and shall, within five working days of the respective bid opening dates, advise the City of Waltham in writing of the ARCHITECT's opinions as to the sub-bidders' bids and as to which general bidder is the responsible and eligible bidder that has submitted the lowest bid.
- viii. If required by law or requested by the City of Waltham, the ARCHITECT shall, as an Additional Service, assist the City of Waltham in the prequalification of prime contractors and sub-contractors in the filed sub-bidder or trade contractor scopes of work pursuant to M.G.L. c. 149, §§44D1/2 and 44D3/4 or M.G.L. c. 149A.
- ix. If within three (3) months after approval of Construction Documents, in final form, the bids of the lowest responsible and eligible bidders exceed the Fixed Limit Construction Cost, the ARCHITECT shall, if so instructed in writing by the City of Waltham, provide such revised construction drawings and specifications and construction cost estimates as the City of Waltham shall require for the purpose of bringing the cost within the Fixed Limit Construction Cost; provided the ARCHITECT may in connection with such revision make reasonable adjustments in the scope of the project subject to the written approval of the Director, which approval shall not be unreasonably withheld. The ARCHITECT shall not be paid additional compensation for such services.

4.4 <u>Construction Administration Phase Services</u>.

i. Consistent with the standard of care and practice stipulated in Section 3.3 above, upon the award of the Construction Contract the Architect and its Consultants shall, for the purposes of ensuring construction quality, cost control, schedule control, compliance with the City of Waltham's obligations under the Construction Contract, and protecting the City of Waltham, against defects and deficiencies in the work of the Project under the Construction Contract documents:

ii.

- (a) be charged with general administration of the Construction Contract to the extent set forth herein;
- (b) furnish the general contractor with information for establishing lines and grades and such large-scale drawings and full-sized detailed drawings as are needed to implement the intent of the Construction Contract documents;
- (c) promptly and in accordance with the requirements of the Construction Contract check, obtain testing where necessary, and approve samples, schedules, shop drawings and other submissions by the general contractor;
- (d) prepare, maintain and update logs for all submittals and changes to the Construction Contract;
- (e) visit the site at intervals appropriate to the stage of construction but not less than weekly, and observe the progress of the work, issue written progress reports, and conduct job meetings, and prepare and distribute meeting minutes to assure that the work is technically correct and is being built in conformance with Approved construction documents;
- (f) report to the City of Waltham weekly in writing on the progress of the work including whether or not the general contractor is keeping as-built drawings updated;
- (g) on a weekly basis (or more often as may be necessarily), make specific recommendations on rejection of all Project work observed by the ARCHITECT that fails to conform to the Construction Contract documents, and review and inspect corrected work;
- (h) require each Consultant employed in accordance with Article 3 to make visits weekly during the progress of any work to which that Consultant's services relate and to report upon it in writing to the ARCHITECT;
- (i) conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the City of Waltham;
- (j) observe the balancing of air and water circulation systems and report the results thereof;
- (k) observe the setting and adjustment of automatic controls and report thereon; (l) in a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract documents, except as the City of Waltham may in writing otherwise determine;
- (m) furnish electronic versions of the Record Drawings, a final cost report, and other required documents; and
- (n) assist the City of Waltham in any bid protest hearings, change order appeal hearings requested under M.G.L. c. 30, § 39Q, and any other litigation, except as provided in Article 6.
- (o) Except as otherwise specifically set forth in the Construction Contract documents, the ARCHITECT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Construction Contract documents.

- iii. The ARCHITECT shall submit to the City of Waltham in a timely manner all requisitions for payment submitted by the general contractor in the form required by the City of Waltham. With respect to each such requisition, the ARCHITECT shall certify to the best of its knowledge that the percentage of work included in the requisition is accurate and that the work performed conforms to the Construction Contract documents. In the event the ARCHITECT does not approve the requisition exactly as submitted by the general contractor, the ARCHITECT shall forward it for payment to the City of Waltham dated and signed with corrections with an accompanying letter of explanation setting forth the Architect's objections and recommended changes. The ARCHITECT shall coordinate the required visits to the construction site so as to enable it to submit to the City of Waltham the general contractor's monthly requisition for payment bearing the Resident Engineer's approval or accompanied by the Resident Engineer's letter of exceptions. Timely payments to the contractor are required by M.G.L. c. 30, § 39K; therefore, the ARCHITECT shall establish procedures assuring either immediate mail or messenger delivery of the requisition for payment to the City of Waltham, and shall process requisitions for payment within two working days after receipt of the same.
- iv. Before examining the requisition for final payment submitted to the City of Waltham by the general contractor and making any certification in response thereto, the ARCHITECT shall obtain from the general contractor As-Built Drawings, including drawings showing the actual installation of the site utilities, plumbing, heating, ventilating and electrical work under the Construction Contract, and recording all changes. The ARCHITECT shall ascertain that changes authorized by change orders are shown on the general contractor's As-Built Drawings. The ARCHITECT shall revise the applicable original reproducible drawings and electronic media drawings on the basis of the As Built Drawings and shall submit them as Record Drawings along with two sets of prints to the City of Waltham; which Record Drawings shall become the property of the City of Waltham, all as part of its Basic Fee.
- v. At the conclusion of the Construction Contract the ARCHITECT shall assist the City of Waltham's Authorized Representative or Owner's Representative in the evaluation of the performance of the general contractor as required by M.G.L. c. 149, § 44D or any other law.
- vi. Two suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the ARCHITECT to the City of Waltham at the conclusion of the Construction Contract.

ARTICLE 5: ARCHITECT'S BASIC FEE

5.1 Basic Fee. For the performance of all services required in this contract and excluding those services specified under Articles 6 and 7, the ARCHITECT shall be paid a **negotiated fixed Fee.**

Manner of Payment. Payment of the Architect's Basic Fee shall be made in accordance with Article 8.

ARTICLE 6: OTHER SERVICES

- **Other Services.** With the prior Approval of the City of Waltham, the ARCHITECT shall perform all or any of the following services in addition to the Basic Services:
 - revise previously Approved drawings, specifications or other documents to accomplish changes authorized by the City of Waltham or required by changes in applicable Laws, and revisions not occasioned by the Architect's errors or omissions;
 - ii. attend permit or public hearings and preparing presentation renderings and presentation of models in connection therewith that are authorized by the City of Waltham;
 - iii. prepare documents for alternate bids requested by the City of Waltham except or alternates required to be prepared by the ARCHITECT to adjust the Estimated Construction Cost to within the Fixed Limit Construction Cost;
 - iv. assist the City of Waltham with the pre-qualification of bidders in accordance with M.G.L. c. 149, §§ 44E1/2 and 44D3/4 or M.G.L. c. 149A
 - iv. to the extent not specified in the Scope of Services, provide prequalification services required in accordance with M.G.L. c. 149A for the Construction Manager At-Risk Delivery Method;
 - v. provide consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in Article 3 as may be required in connection with the replacement of such work;
 - vi. provide professional services necessary to evaluate substitutions proposed by the general contractor and preparing subsequent revisions to drawings and other documents resulting there from or furnishing professional services made necessary by the default of the general contractor;
 - vii. provide services after final payment to the general contractor, except for services occasioned by the Architect's errors or omissions;
 - viii. prepare special documents for or appearing as a witness in change order appeal hearings under M.G.L. c. 30, s. 39Q or in judicial litigation arising out of the Construction Contract, except for litigation arising from the Architect's negligent acts or omissions;

- ix. challenge presented change orders and reviews and edits supporting data, except as set forth in Section 6.4;
- x. revise construction drawings and specifications submitted in their final and complete form for which bids were not received within six months after submission;
- xi. make studies other than those normally required and preparing applications and reports to assist the City of Waltham in obtaining federal aid;
- xii. additional site visits requested by the City of Waltham for which additional payment is provided in Section 6.2.

Prior to performing any Additional Services the ARCHITECT shall agree with the City of Waltham upon the fee for such services in accordance with Section 6.3 of this Contract. No authorization by the City of Waltham for the performance of any Additional Services shall be valid unless it contains a "not to exceed" amount.

6.2 Services Not Included

Services related to design of public works, environmental testing and reporting, geotechnical studies are not included in the scope of work

- **6.3** <u>Compensation for Other Services.</u> The services provided pursuant to sections 6.1 of this Article are part of the basic services rendered by the ARCHITECT will be compensated at the agreed hourly rate.
- 6.4 Change Orders and Modifications. Neither the ARCHITECT nor its consultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the ARCHITECT in the preparation of the bid documents, or that were occasioned by the Architect's errors or omissions, as reasonably determined by the executive head of the City of Waltham. [M.G.L. c. 7, s. 38H(J)] The ARCHITECT shall not be compensated for any services involved in preparing changes required to make unit price adjustments due to existing conditions, nor for services involved in change orders for time extensions only. Changes for which the ARCHITECT receives no compensation under this Article shall be called "no fee modifications" or "no fee change orders." The fact that the ARCHITECT receives no fee shall not waive the City of Waltham's legal remedies regarding such changes.

ARTICLE 7: REIMBURSABLE COSTS AND EXPENSES

- **7.1 General.** The ARCHITECT shall be reimbursed by the City of Waltham for:
 - i. The actual cost to the ARCHITECT of special consultants Approved by the City of Waltham but not specified in Article 3 or in the ARCHITECT Selection Board's advertisement for the Project. No reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been previously approved by the City of Waltham. The City of Waltham may approve a lump sum fee.

- ii. Permit filing fees required by agencies other than the City and other actual costs for items not included in the Basic Fee, including special printing, but only when specifically authorized in writing in advance by the City of Waltham.
- iii. For document copies in excess of 8.

The City of Waltham shall not reimburse the ARCHITECT for any telephone or other out-of-pocket expenses unless specifically authorized in advance as provided above.

7.2. Travel. The City of Waltham shall not reimburse the ARCHITECT for travel expenses under this Contract, provided, however, that in special circumstances and with prior written Approval of the City of Waltham, the ARCHITECT may be reimbursed for out-of-state travel expenses consistent with applicable statutes, rules, and regulations.

ARTICLE 8: PAYMENTS TO THE ARCHITECT

8.1 Schedule for Payment of Basic Fee. The lump sum fee under Article 5 above shall be paid in accordance with the Approved work plan schedule of values prepared in accordance with Section 4.1, for performance of all services specified in Articles 3 and 4. The Schedule of Values shall be consistent with the following schedule so that the total installments of the Basic Fee in each phase of the schedule equals the percentage of the Basic Fee allocated to each such phase of the schedule below. Actual payments can be requisitioned by the ARCHITECT upon completion of deliverables within each phase.

The ARCHITECT shall submit requisitions on a monthly basis for any deliverables completed within that month. City of Waltham shall not be obliged to pay any claims received more than forty-five days after notification to the ARCHITECT of final acceptance of the contractor's work under the Construction Contract.

- 8.2 Applications for Payment. All invoices except for those made under the provisions of Section 8.1 above may be submitted monthly and will be promptly processed by the City of Waltham if they are in conformity with this Contract and properly documented; if not they will be returned to the ARCHITECT. No invoice (other than an invoice for the final payment to ARCHITECT under this Contract) shall be required to be so submitted or processed when the net amount due is less than \$200. Amounts of less than \$200 shall be added to the subsequent month's invoice. All invoices from the ARCHITECT shall be submitted to the City of Waltham accompanied by a completed City of Waltham of Massachusetts Payment Voucher Input Form PV if this is a City of Waltham project, otherwise accompanied by such forms as the City of Waltham may require.
- **Right of Offset.** If the City of Waltham finds that services previously paid for by the City of Waltham contained deficiencies, errors or omissions then the City of Waltham may withhold from any future payment an amount reasonably calculated by the City of Waltham to cover the cost of correcting the deficiency, error or omission until the services have been corrected. The City of Waltham may also offset against any payment due to the ARCHITECT the amount of any costs incurred by the City of Waltham arising from the ARCHITECT's failure to provide required services, deficiencies, errors or omissions. If the City of Waltham shall discover that the charge for any

previously paid-for services was calculated based upon incorrect salary rates or other incorrect information, the City of Waltham may offset any overcharges against any future payment. Any disputes related to offsets taken by the City of Waltham shall be subject to resolution pursuant to Section 3.19 of this Contract. Nothing in this paragraph shall limit any legal remedies of the City of Waltham against the ARCHITECT for default, errors, omissions, erroneous claims, false claims, tort claims, or any breach by the ARCHITECT of the terms of this Contract or applicable Laws.

ARTICLE 9: TERMINATION

- **9.1** <u>City of Waltham's Right to Terminate</u>. By written notice to the ARCHITECT, the City of Waltham may terminate this Contract, in whole or in part, at any time for either the City of Waltham's convenience or for the failure of the ARCHITECT to fulfill its obligations under this Contract.
- 9.2 Termination by City of Waltham for Convenience. If any such termination shall occur without the fault of the ARCHITECT, all compensation and reimbursable expenses due to the ARCHITECT up to the date of termination, in accordance with all Contract terms, including proportionate payment for partially completed work, shall be paid to the ARCHITECT by the City of Waltham. The payments to the ARCHITECT shall not exceed the fair value of the ARCHITECT's work, as the City of Waltham shall determine. No amount shall be allowed for anticipated profit on unperformed services.
- 9.3 <u>Termination by City of Waltham for Cause</u>. If this Contract is terminated due to the failure of the ARCHITECT to fulfill the Architect's obligations under this Contract, the City of Waltham may assume the design work and replace it and/or prosecute the same to completion by contract or otherwise. In such case, the architect shall be liable to the City of Waltham for any additional cost incurred by the City of Waltham thereby. These rights and remedies of the City of Waltham are in addition to any rights and remedies provided by law or under this Contract.

9.4 <u>Intentionally Left Blank</u>

9.5 Architect's Duties upon Termination. Upon any termination of this Contract the ARCHITECT shall deliver to the City of Waltham all data, drawings, specifications, reports, estimates, summaries, and such other information and materials, whether completed or in process, as may have been accumulated by the ARCHITECT in performing this Contract.

ARTICLE 10: RECORDS, DISCLOSURE STATEMENTS, ACCOUNTING CONTROLS, AUDITS

- **10.1** Records to be Kept for Six Years. The ARCHITECT shall make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the ARCHITECT. [M.G.L. c. 30, §39R(b)(1)-(2)]
- 10.2 <u>Records Open to Inspection</u>. Until the expiration of six (6) years after final payment, the Governor or his designee, the Secretary of Administration and Finance, the State Auditor, the Office of the Inspector General, the Commissioner of DCAM, the City of Waltham and any other public official authorized by law, shall have the right to examine any books, documents, papers or records of the ARCHITECT or of its Consultants and subcontractors that directly pertain to, and involve

- transactions relating to, the ARCHITECT or its Consultants and subcontractors. [M.G.L. c. 30, §39R(b)(1)-(2); Executive Order 195]
- Or is a contract for the design of a Project with an Estimated Construction Cost exceeding \$10,000 or is a contract for the design of a Project with an Estimated Construction Cost exceeding \$100,000, and if the ARCHITECT shall make any change in its method of maintaining records that would materially affect any statements filed by the ARCHITECT with the City of Waltham, the ARCHITECT shall forthwith deliver to the City of Waltham a written description of such change, the effective date thereof, and the reasons therefore. The ARCHITECT shall submit with such description a letter from the ARCHITECT's independent certified public accountant approving or otherwise commenting on the change. [M.G.L. c. 30, §39R(b)(3)] The ARCHITECT hereby represents that there have been no such changes to date that have not been so reported to the City of Waltham.
- **10.4 Warranty by ARCHITECT.** If this Contract is for an amount exceeding \$10,000 or is for the design of a Project with an Estimated Construction Cost exceeding \$100,000, the ARCHITECT warrants and represents that ARCHITECT has filed a statement of management on internal accounting controls as set forth in section 10.5 below prior to the execution hereof. [M.G.L. c. 7, §38H(e)(iv)]
- 10.5 Filing of Statement of Management on Internal Accounting Controls. If this is a Contract for an amount exceeding \$10,000 or is for the design of a Project with an Estimated Construction Cost exceeding \$100,000, the ARCHITECT maybe requested to file with the City of Waltham a statement of management as to whether the system of internal accounting controls of the ARCHITECT and its subsidiaries reasonably assures that: (1) transactions are executed in accordance with management's general and specific authorization; (2) transactions are recorded as necessary i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and ii) to maintain accountability for assets; (3) access to assets is permitted only in accordance with management's general or specific authorization; and (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference. The ARCHITECT may also be requested to file with the City of Waltham a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to (1) whether the representations of management in response to this section and sections 1 and 2 above are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements. [M.G.L. c. 7, §38H(e)(iv); M.G.L. c. 30, §39R(c)]
- **Representation Regarding Audited Financial Statement.** If this is a contract for an amount exceeding \$10,000 or is for the design of a Project having an Estimated Construction Cost exceeding \$100,000, the ARCHITECT represents that it has filed prior to the execution hereof and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in section 7 below. [M.G.L. c. 7, §38H(e)(iv) M.G.L. c. 30, §39R(d)]

- 10.7 <u>Filing of Annual Statement Required</u>. The ARCHITECT shall annually file with the Commissioner of DCAM during the term of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the City of Waltham upon request. [M.G.L. c. 7, §38H(e)(iv); M.G.L. c. 30, §39R(d)]
- **10.8** Records Not Public. Records and statements required to be made, kept or filed under the provisions of this Article shall not be public records as defined in M.G.L. c. 4, s. 7 and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of section 10.2 above.

ARTICLE 11: RELEASE AND DISCHARGE

The acceptance by the architect of the last payment for services paid under the provisions of either article 8 or article 9 in the event of termination of this contract, shall in each instance operate as a release of the public entity, the city of waltham, and every employee and agent thereof, from all claims of the architect arising from this contract, and from liability for any act or omission relating to or affecting the architect's services hereunder, except for those written claims submitted by the architect to the city of waltham with the last payment requisition; and except that such acceptance shall not operate as a release of claims not known to architect, which architect could not reasonably have known about at the time of such acceptance.

ARTICLE 12: INSURANCE

12.1 General Requirements [M.G.L. c.7, §38H(f)]. The architect shall purchase and maintain insurance of the type and limits listed in this Article with respect to the services to be performed under this Contract. This insurance shall be provided at the Architect's expense and shall be in force and effect for the full term of the Contract or for such longer period as this Article requires.

All policies shall be issued by companies lawfully authorized to write that type of insurance under the Laws of the City of Waltham 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 City of Waltham, or otherwise acceptable to the City of Waltham.

The ARCHITECT shall submit three originals of each certificate of insurance acceptable to the City of Waltham simultaneously with the execution of this Contract. The certificate of Insurance shall have written in the description of Services box, through a policy endorsement, the following language: "The City of Waltham is a named additional insured for General Liability". 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 ARCHITECT shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the City of Waltham shall at all times possess certificates indicating current coverage. Failure by the ARCHITECT to obtain all policy renewals and to provide the respective insurance certificates as required shall constitute just cause for termination of ARCHITECT's services 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 City of Waltham at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

The ARCHITECT is responsible for the payment of any and all deductibles under all of the insurance required below. The City of Waltham shall not be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

- **12.2** Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers

 The architect shall purchase and maintain at its own expense during the life of this Contract the following insurance:
 - i. Workers' Compensation Insurance in accordance with M.G.L. chapter 152.
 - ii. Commercial General Liability Insurance, with a minimum limits of \$1,000,000 each occurrence. The Public Entity and the City of Waltham shall each be listed as an additional insured.
 - iii. Automobile Liability Insurance at a limit of not less than \$1,000,000 each accident.
 - iv. 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 in the event of loss or destruction while in the custody of the ARCHITECT until the final fee payment is made or all data is turned over to the City of Waltham, and this coverage shall include coverage for relevant electronic media including, but not limited to, documents stored in computer aided design drafting (CADD) systems.
- 12.3 **Professional Liability.** The Architect shall maintain professional liability insurance covering errors and omissions and negligent acts of the architect, and of any person or entity for whose performance the architect is legally liable. Unless an alternate amount is otherwise specified in the documents incorporated by reference into Section 3.1 of this Contract, the minimum amount of such insurance shall equal the lesser of \$5,000,000 or 10% of the Project's Fixed Limit Construction Cost but in no event less than \$250,000 per claim. Unless the architect is specifically required to provide project specific insurance in the documents incorporated by reference into Section 3.1, the policy may be in a "claims made" format. If the policy is a "claims made" policy, it shall include a retroactive date that is no later than the effective date of this Contract, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the City of Waltham; (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 City of Waltham 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 City of Waltham which requirement can be met by providing renewal certificates of professional liability insurance to the City of Waltham as evidence that this coverage is being maintained.

12.4 <u>Liability of ARCHITECT.</u> Insufficient insurance shall not release the architect from any liability for breach of its obligations under this Contract. Without limitation, the architect shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work covered by this Contract.

ARTICLE 13: INDEMNIFICATION

The ARCHITECT shall indemnify and hold harmless the City of Waltham and all of their agents and employees from and against all claims, damages, losses and expenses, including but not limited to court costs, reasonable attorneys' fees, interest and costs arising out of or resulting from the wrongful and/or negligent acts or omissions of the ARCHITECT in performance of the services covered by this Contract and/or of failure to comply with the terms and conditions of this Contract, whether by ARCHITECT or its employees, Consultants or subcontractors, provided that the City of Waltham shall notify the ARCHITECT of such suits and claims within a reasonable time after the City of Waltham becomes aware of them. The ARCHITECT shall be afforded an opportunity to participate in the defense and/or settlement of all such suits and claims. The ARCHITECT shall not be bound by the amount of damages suffered in any litigation or settlement unless the ARCHITECT is given the opportunity to participate in negotiations for settlement and/or defense of such litigation or claim.

ARTICLE 14: MISCELLANEOUS LEGAL REQUIREMENTS

14.1. Left Blank Intentionally

- 14.2. Anti-Boycott Covenant [Executive Order #130]. The ARCHITECT warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, will participate in or cooperate with an international boycott, as defined in section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by General Laws Chapter 151E, §§2 and 3. If there shall be a breach in the warranty, representation and Contract contained in this section, then without limiting such other rights as it may have the City of Waltham shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the contractor, or which directly or indirectly owns at least 51% of the ownership interests of the contractor.
- **Truth-In-Negotiations Certificate [M.G.L. Chapter 7, Sec. 38H].** To the extent that the Architect's fee has been negotiated, the ARCHITECT certifies that it has filed a truth-in negotiations certificate in accordance with M.G.L. c. 7, s. 38H (b) prior to being awarded this Contract. Said certificate is attached hereto as Attachment incorporated herein by reference.

ARTICLE 15: NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

15.1 <u>Compliance.</u> The ARCHITECT shall comply with all Laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age sex, religion, physical or mental handicap, or sexual orientation or for

exercising any right afforded by Law. The ARCHITECT shall comply with all applicable Laws prohibiting discrimination in employment including but not limited to: Title VII of the Civil rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; M.G.L. c. 151B, s. 4(1); and all relevant administrative orders and executive orders, including Executive Order 227 and Executive Order 246. If a complaint or claim alleging violation of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the architect and its agents agree to cooperate fully with MCAD in the investigation and disposition of such complaint or claim. In the event of the architect's noncompliance with the provisions of this section, the City of Waltham shall impose such sanctions as it deems appropriate, including, but not limited to, withholding of payments due the architect under this contract until the architect complies, and termination or suspension of this Contract.

Material Breach. Any breach of this Article shall be regarded as a material breach and shall be subject to all other `sections of this Contract. The City of Waltham shall have access to all records which are necessary to document compliance with this Article.

ARTICLE 16: CHOICE OF LAW

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The architect, and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which either the City of Waltham or the City of Waltham is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This section shall not be construed to limit any rights a party may have to intervene in any action, in any court or wherever, pending, in which the other is a party.

ARTICLE 17: AMENDMENTS, SEVERABILITY, and WAIVERS

No amendment to this Contract shall be effective unless it is in writing and is executed by authorized representatives of both parties. If any provision of this Contract is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law. The City of

Waltham reserves the right to waive any provision or requirement of this Contract if the City of Waltham determines that such waiver is justified and in the public interest. No such waiver shall be effective unless in writing and signed by the Authorized Representative of the City of Waltham. No other action or inaction by the City of Waltham shall be construed as a waiver of any provision of this Article.

ARTICLE 18: NON-APPROPRIATION

The City of Waltham certifies that at the time of the execution of this Contract, sufficient appropriations exist and shall be encumbered to fund the Contract Price. Payments are subject to appropriation and shall be made only for work performed in accordance with the terms of this Contract. The ARCHITECT shall not be obligated to perform, and may not perform, services outside the duration and scope of this Contract without an appropriate amendment to this Contract, and a sufficient appropriation(s) to support

such additional services. The City of Waltham may immediately terminate or suspend this Contract in the event that the appropriation(s) funding this Contract is eliminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Contract.

ARTICLE 19: NOTICES, APPROVALS, and INVOICES

20.1

Notices to the ARCHITECT shall be deemed given when hand-delivered to the ARCHITECT at the Project site, or when deposited in the U.S. mail addressed to the ARCHITECT at the ARCHITECT's address specified in this Contract, when delivered by courier to said address, or when delivered via e-mail or facsimile transmission. Unless otherwise specified in writing by the City of Waltham, notices and deliveries to the City of Waltham shall be effective only when delivered to the City of Waltham at the address specified in this Contract and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the City of Waltham to receive official notices.

ARTICLE 20: CERTIFICATIONS OF ARCHITECT MADE UNDER PAINS AND PENALTIES OF PERJURY

No changes shall be made in the matters represented in this Article at any time during the life of this Contract without written notification to the City of Waltham and when required, receipt of written Approval from the City of Waltham. (Attach additional sheets if necessary for each section.)

Architect's Beneficial Owners. By signing this Contract, the ARCHITECT certifies under the

additional sheet	RCHITECT as of the date of the execution hereof [M.G.L. c. 7, §38E(a)](attass if necessary):
CORPORATION:	(Names of Officers and Shareholders of Corporation, including their titles
Federal ID Num	ber:
PARTNERSHIP:	(Names of all Partners):

20.2 Persons Having an Interest in this Contract. M.G.L. c. 7A, §6 provides as follows: "No contract to provide consultant services shall be awarded by the City of Waltham, or by any department, board, commission, or other agency acting in its behalf, unless the person signing such contract on behalf of the party contracting to provide such services files with the Comptroller a statement under the penalties of perjury setting forth the names and addresses of all persons having a financial interest therein, not including, however, any person whose only financial interest therein consists of the holding of one percent or less of the capital stock of a corporation contracting to provide such services."

NOTE: Individuals who sign this Contract in their individual capacity must also complete the certification below as well as sign this Contract. For the purpose of this directive, the term "person having a financial interest" will generally refer to any person who, in some direct manner, will benefit financially from a given contractual relationship with the City of Waltham. However, this may not, in every case, preclude the possibility of an existing financial interest within the meaning of the statute where a financial benefit is to be realized in some indirect manner. Where doubts arise in a specific case, it is advisable that names and addresses be included.

By signing this Contract, the individual executing this Contract on behalf of the ARCHITECT hereby certifies under the penalties of perjury that the following sets forth the names and addresses of all persons having a financial interest in this Contract, not including any person whose only financial interest herein consists of the holding of one percent or less of the capital stock of ARCHITECT if ARCHITECT is a corporation, in addition to the persons listed in section 21.1 above:

<u>Name</u>	<u>Address</u>

Professional Registrations. By signing this Contract, the individual executing this Contract on behalf of the architect certifies under the penalties of perjury that the following named individuals are registered by the City of Waltham as architects, landscape architects, or engineers pursuant to the provisions of General Laws Chapter 112, §§ 60A - 60O and further that i) if the architect is an individual the architect is the individual named below, ii) if the architect is a partnership, the majority of all the partners are persons who are registered architects, landscape architects, or engineers, iii) if the architect is a corporation, sole proprietorship or joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer, are persons who are registered architects, landscape architects, or engineers and the person to have the Project in his or her charge is registered in the discipline required for the

Project, or iv) if the architect is a joint venture, each joint venturer satisfies the requirements of the preceding clauses i – iii as the case may be [M.G.L. c. 7, §38E(a)(i)].

<u>Name</u>	<u>Title</u>	Mass. Registration
-	_	
[NOTE: The above info	rmation must be completed to	comply with the provisions of General La
Chapter 7, §38A 1/2. P	rogrammers and construction r	managers are not required to be registered ichusetts registered principal of the

- **20.4** Resume on File with Architect Selection Board. By signing this Contract, the architect certifies under the penalties of perjury that in accordance with the provisions of General Laws Chapter 29, section 29A (4) a resume of the architect has been filed with the architect Selection Board.
- 20.5 No Inducements. By signing this Contract, the ARCHITECT certifies under the penalties of perjury that the ARCHITECT 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 the Contract for design services; no consultant to or subcontractor for the ARCHITECT has given, offered or agreed to give any gift, contribution or offer of employment to the ARCHITECT, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the ARCHITECT; and no person, corporation or other entity, other than a bona fide full-time employee of the ARCHITECT has been retained or hired by the ARCHITECT to solicit for or in any way assist the ARCHITECT in obtaining the Contract for design services upon an Contract or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the ARCHITECT. [M.G.L. c. 7, §. 38H(e)(i)-(iii)]
- **20.6** Tax Returns. By signing this Contract, the ARCHITECT certifies under the penalties of perjury that pursuant to General Laws Chapter 62C §49A, the ARCHITECT has filed all state tax returns, paid all taxes and complied with all Laws of the City of Waltham relating to taxes; and that pursuant to General Laws Chapter 151A, § 19A, the architect has complied with all Laws of the City of Waltham relating to contributions and payments in lieu of contributions to the Employment Security System.

20.7	Existing Government Contracts. By signing this Contract, the architect certifies under the penalties
	of perjury that the following is a listing of all other existing contracts or income derived by architect
	from the City of Waltham or any political subdivision thereof or public authority therein, from the
	Federal Government or any agency thereof, and from the City of Waltham or any governmental source for services rendered. [M.G.L. c. 7, § 38E(a)(v)]:

CONTRACT DESCRIPTION	PRESENT STATUS %	FEE	TOTAL FEE	

- **20.8** Annual Reports; Corporate Filings. By signing this Contract, the architect certifies under the penalties of perjury that, if the architect is a corporation, the Corporation has filed with the State of Secretary all certificates and annual reports required by Chapter 156B, §109 (Business Corporation), by Chapter 181, §4 (Foreign Corporation), or by Chapter 180, §26A (Non-Profit Corporation) of the Massachusetts General Laws.
- **20.9** Dependent Care Assistance Program. By signing this Contract, the architect certifies under the penalties of perjury that, at the time of execution, architect is in compliance with the provisions of section 7 of Chapter 521 of the Acts of 1990 as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00 and the Contractor is either a "qualified employer" because it has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements, or is an "exempt employer."
- **20.10** <u>Debarment; Suspension</u>. By signing this Contract, the architect certifies under the penalties of perjury that the architect is not currently debarred or suspended by the City of Waltham of Massachusetts, or any if its entities or subdivisions under any City of Waltham law or regulation, including but not limited to M.G.L. c. 29, § 29F and M.G.L. c. 152, § 25C and that it is not currently debarred or suspended by the Federal Government under any federal law or regulation.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date of its execution by the City of Waltham of Massachusetts below, first written above and the individual executing this Contract on behalf of the architect makes the representations and certifications set forth in this Design Contract under the pains and penalties of perjury.

ARCHITECT:		
Ву:	, Date:	
Its:		
Hereunto duly authorized		
CITY OF WALTHAM:		
Ву:	Date:	
Its: Mayor, Jeannette McCarthy		
Hereunto duly authorized		
Ву:	Date:	
Its: Chief Procurement Officer, Joseph Pedulla		
Hereunto duly authorized		
Ву:	Date:	
Its: Auditor, Paul Centofanti		
Hereunto duly authorized		
Ву:	Date:	
Its: Superintendent of Buildings, William Forte		
Hereunto duly authorized		
Ву:	Date:	
Its: School Superintendent, George Frost		
Hereunto duly authorized		
As to Form Only		
Ву:	Date:	
Its: City Solicitor, John Cervone		

1. ARCHITECT Qualification and Proposal Evaluation

- **a.** The ARCHITECT performing the tasks required by this project must have at least 10 years of experience in General Construction Architecture work. Provide evidence. **Value 40**%
- **b.** ARCHITECT must be certified in the design of such system. Provide Certification and Licenses. **Value 20%**
- c. Listed Completed project similar to this. Value 20%
- d. List References. Value 20%
- 2. <u>DESIGN FINAL COMPLETION:</u> 180 calendar days from the date of the Notice-to-Proceed

SUMMARY BACKGROUND

The City of Waltham is seeking architectural services for the purpose of renovation/construction of the Fitch School as a functioning public school.

The existing Fitch Elementary School, located at 14 Ash St. Waltham, MA, was originally built in 1931 on 1.64 acres and then an addition was built in 1977. The building is constructed of brick and is presently 40,488 square feet. The original heating system is by steam and the newer addition is a hydronic water system. The school has twenty-nine parking spaces, none of which are handicapped accessible or adjacent to the building. There is no air conditioning system and no fire sprinklers within the building.

The building stands empty and was decommissioned (no heat, no water) in September of 2009. The fire alarm is a Simplex addressable system. It is still in operation and tested for safety each quarter. The elevator is also still in operation. It is inspected once a month, in addition to annual inspections by the state. The building boiler system is well past its life expectancy and needs to be replaced. The 3,000 gallon underground storage tank was removed on November 16, 2010.

There are concerns with past roof leaks through the parapets and moisture within the exterior walls of the building. Please note the most significant item of concern is the vast amount of moisture encountered virtually throughout the original building's interior. (see attached Appendix F)

COMPLIANCE FORMS

(PLEASE COMPLETE AND SUBMIT THESE FORMS WITH YOUR RESPONSE)

NON-COLLUSION FORM AND TAX COMPLIANCE FORM CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made 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. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the				
,	·			
	(Signature of person signing bid or proposal)	, Date		
	(Name of business)	-		
	"\	Wet" Signature required		
-	TAX COMPLIANCE CERTIFICATION			
<u>.</u>	TAX COMI EIANCE CERTIFICATION			
Pursuant to M.G.L.c. 62C & 49A Lo	ertify under the penalties of perjury that, to th	ne hest of my		
	iance with all laws of the Commonwealth relat	•		
of employees and contractors, and w	vithholding and remitting child support.			
Signature of person submitting bid o	r proposal Date			

NOTE

Name of business

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

"Wet" Signature required

CERTIFICATE OF VOTE OF AUTHORIZATION

Date: I, that at a meeting of the Board of of at which t following vote was duly passed and	ime a quorum was prese	nt and voting throughout, the		
VOTED: That				
I further certify that		ed		
of said corp	oration			
SIGNED:	(Corp	orate Seal)		
Clerk of the Corporation:				
Print Name:				
COM	IMONWEALTH OF MASSACH	HUSETTS		
County of		Date:		
Then personally appeared the above be their free act and deed before m				
Notary Public;				
My Commission expires:				

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information. If a Corporation: Incorporated in what state President _____ Treasurer _____ Secretary Federal ID Number If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts? Yes , No If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award. If a Partnership: (Name all partners) Name of partner _____ Residence _____ Name of partner _____ Residence If an Individual: Name Residence If an Individual doing business under a firm's name: Name of Firm Name of Individual _____ Business Address _____ Name of Bidder _____ Signature _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE) Business Address

Telephone Number

State

City

Today's Date

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Waltham, the contract will be cancelled and the award revoked.

Company Name			
Address			
City	, State	, Zip Code	
Phone Number ()			
E-Mail Address			
Signed by Authorized Compa	ny Representative:		
Print name.		, Date	

PROOF OF CONTRACTOR'S RESPONSIBILITY

Before a contract will be awarded to any bidder, he/she will be required to furnish evidence satisfactory to the City that he/she has all of the following qualifications:

- A. Ability, equipment, organization, and financial resources sufficient or enable him/her to construct and complete the work successfully within the time required.
- B. Experience during the past five (5) years in the successful completion of turf restoration projects, the magnitude of which shall be not less than one-half (1/2) the work herein specified. In this connection, the attention of the bidder is directed to the "Bidder's Experience" attached hereto, which shall be used in determining the responsibility of the bidder. The City may require additional information as necessary to determine the responsibility of the bidder.
- C. An experienced bidder shall be construed to mean that the bidder has an individual within his/her organization with the experience to supervise a job of this nature.

In the event the bidder fails, refuses, or neglects to submit any required information within the reasonable time stated in any request or fails to qualify as a responsible bidder, his/her bid guaranty shall be forfeited to the use of the owner, not as a penalty, but as liquidated damages.

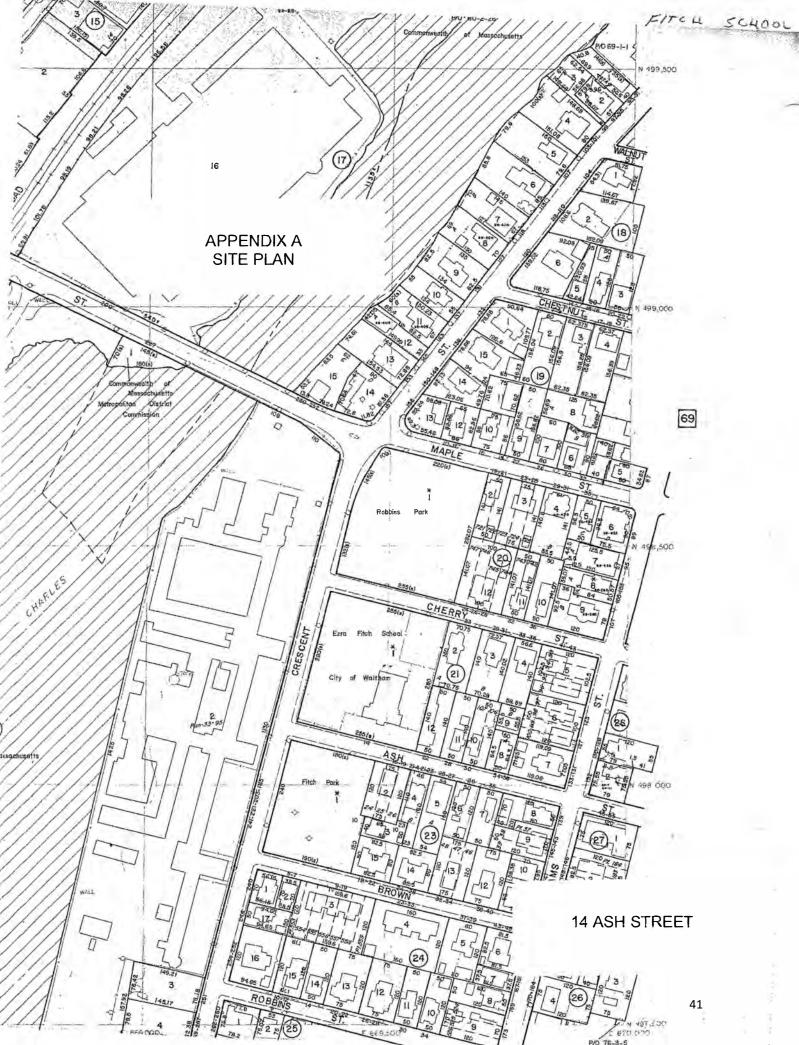
The determination of whether a bidder is responsible shall rest solely with the City.

PROPOSER'S EXPERIENCE

The following is a list of the projects similar in character and scope to the work specified under this contract, which have been successfully completed by this bidder during the past three years.

•	each bidder. A completed project is one that has been d from the City or authorized representative.
Proposer's Signature	 Date

APPENDICES



Prime NB Desc COM AVG

1 of 1

Disclaimer: This Information is believed to be correct but is subject to change and is not warranteed Database: FY2015

Parcel LUC: 903 MUNICPL

Total SF/SM 10448.00

R068

Tetal AC/HA: 0.23985

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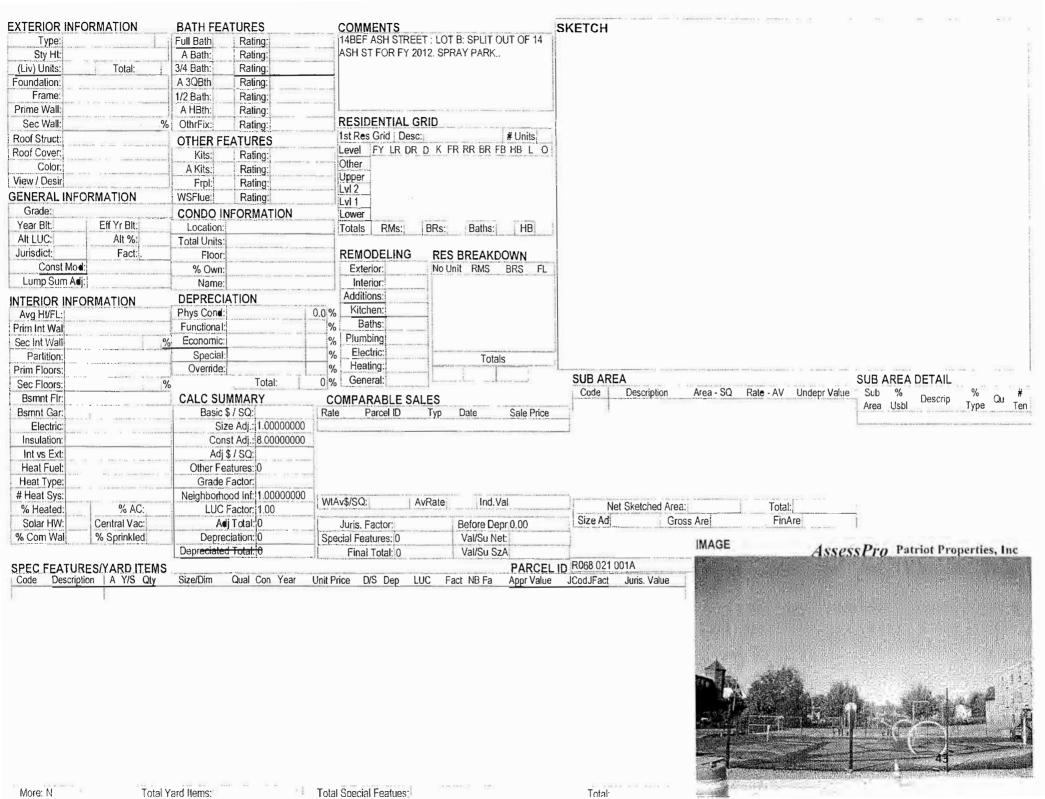
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TOTAL ASSESSED: 175,300

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Disclaimer: This Information is believed to be correct but is subject to change and is not warranteed Database: FY2015

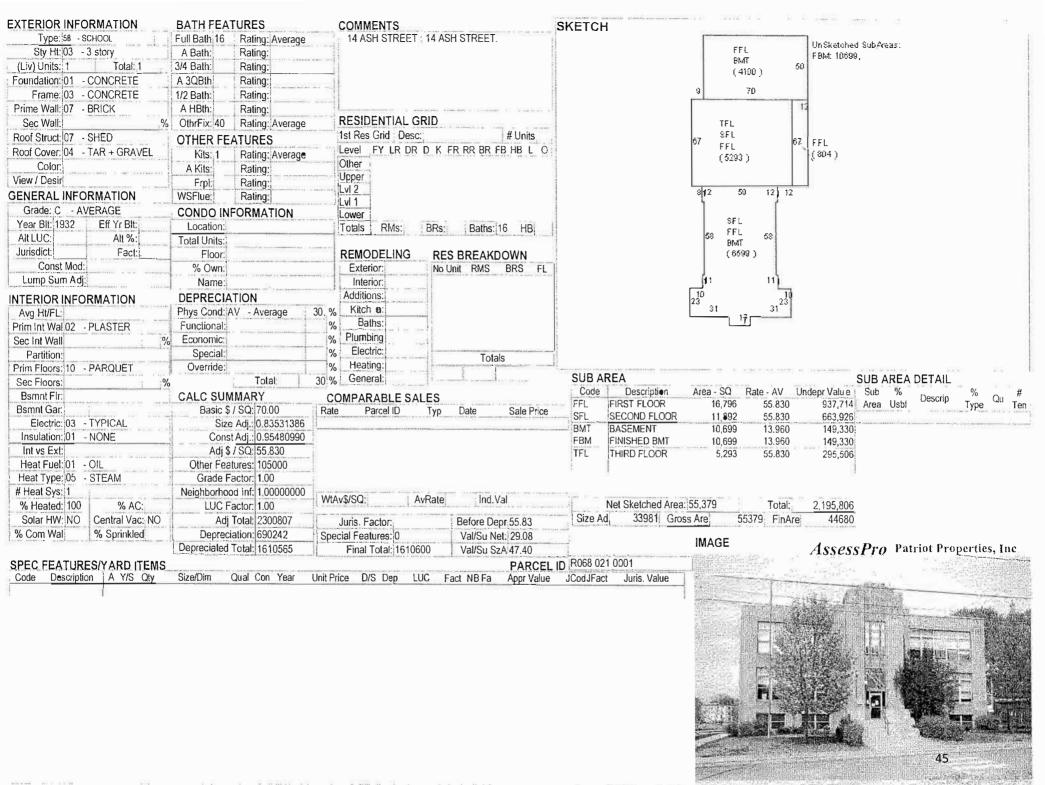
Total SF/ SM: 60952.00

Total AC/HA: 1.39927

Parcel LUC: 903 MUNICPL

Total: 776,329 Spl Credi

Total: 776,300



More: N

Total Yard Items:

Total Special Features

Total

APPENDIX C

Sec. 3.4. Table of Uses. City of Waltham (Part 1)

[Amended 6-10-1991 by Ord. No. 27154; 6-10-1991 by Ord. No. 27156; 12-12-1991 by Ord. No. 27265; 12-23-1991 by Ord. No. 27265; 3-8-1993 by Ord. No. 27503; 5-9-1994 by Ord. No. 27715; 5-23-1994 by Ord. No. 27732; 1-11-1995 by Ord. No. 27853-A; 3-28-1995 by Ord. No. 27884; 5-22-1995 by Ord. No. 27909; 5-13-1996 by Ord. No. 28125; 5-28-1996 by Ord. No. 28135; 8-4-1997 by Ord. No. 28403; 2-26-2001 by Ord. No. 29197; 5-28-2002 by Ord. No. 29513; 12-23-2002 by Ord. No. 29628; 3-1-2005 by Ord. No. 30012; 4-28-2008 by Ord. No. 30876; 12-22-2008 by Ord. No. 31011; 6-23-2009 by Ord. No. 31147; 6-27-2011 by Ord. No. 31583]

Use With Special Permit Reference	RA-1	RA-2	RA-3	RA-4	RB	RC	RD	HR1	HR2	BA	вв	BC(1)	LC	С	I	C/R	Use Reference
Residential															10		
Single-family detached (Sec. 3.606)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Sl	S1	N	N	N	N	N	3.21
Two-family detached (Sec. 3.607)	N	N	N	N	Y	Y	Y	N	N	SI	S1	N	N	N	N	N	3,22
Accessory dwelling units (Sec. 3.616)	S2	S2	S2	S2	N	N -	N	N	N	N	N	N	N	Ν	N	N	3.23
Multifamily dwellings (Sec. 3.618)	N	N	N	N	N	Υl	Y1	Y	Υl	YI	Y1	Yl	N	N	N	N	3.24
Rooming houses	Y	Y	Y	Y	Y	Y1	Y1	Y	N	Yl	Yi	Y1	N	N	N	N	3.25
Lodging houses (Sec. 3.639)	N	N	N	N	N	S1	N	N	N	S1	S1	S1	N	N	N	N	3.26
Hotels/motels (Sec. 3.617)	N	N	N	N	S1	S1	N	N	N	S1	SI	S1	SI	S1	N	N	3.27
Family day-care homes (Sec. 3.609)	Y	Y	Y	Y	Y	Y	Y	Y	Y	S1	SI	SI	N	N	N	N	3.28
Medical offices in residences	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	3.29
Customary home occupations (Sec. 3.611)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	3.210
Accessory uses/residential (Sec. 4.22)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	3.211
Garage, private	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	3.212
Trailer/mobile home	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.213
Institutional												1			1		
Churches	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	3.214
Educational uses	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y _	Y	3.215
Municipal buildings	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	3.216
Cemeteries	Y	Y	Y	Y	Y	Y	Y	Υ	Y	Y	Y	Y	N	N	N	N	3.217
Hospitals, sanitoriums, nursing homes, philanthropic institutions (Sec. 3.610)	S1	S1	S1	SI	S1	S1	SI	Y (3.811)	Y (3.811)	SI	S1	SI	N	N	N	N	3.218

KEY:

Y = Permitted use as of right

N = Not permitted

Y1 = Permitted by right and additional intensity of use permitted by special permit from the City Council

S1 = Use permitted only by special permit by City Council

S2 = Use permitted only by special permit by Board of Appeals

Sec. 3.4. Table of Uses. City of Waltham (Part 2)

Use With Special Permit Reference	RA-1	RA-2	RA-3	RA-4	RB	RC	RD	HRI	HR2	BA	BB	BC(1)	LC	С	I	C/R	Use Reference
Assisted living facilities	N	N	S1	S1	SI	Sl	SI	Yl	YI	S1	S1	N	N	N	N	N	3.218A
Public service corporations (Sec. 3.614)	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	N	S2	S2	N	3,219
Membership clubs (Sec. 3.608)	S1	SI	SI	S1	S1	SI	Sl	S1	S1	S1	Y1	YI	N	Y1	Yl	S1	3.220
Garages, public	N	N	N	N	Ν	N	N	Y (3.811)	Y (3.811)	ΥI	Υl	Y1	Yl	Υl	Y1	N	3.221
Commercial			İ	İ			ĺ		Ò					=	****		
Retail stores (Sec. 3.634)	N	N	N	N	N	N	N	N	N	Yl	Y1	YI	N	ΥI	Υı	N	3.222, 3.27
Body art establishments (Sec. 3.222A)	N	N	N	N	N	N	N	N	N	N	S1	S1	N	S1	S1	N	2.347
Laundromats	N	N	N	N	N	N	N	N	N	N	Υl	Y1	N	ΥI	YI	N	3.223
Business and professional offices and banks	N	N	N	N	N	N	N	(3.811)	S1 (3.811)	YI	ΥI	Yl	YI	Υl	Υl	N	3.224
Organ procurement organization	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	N	3.224A
Drive-in customer service (Sec. 3.635)	N	N	И	И	N	N	N	N	N	SI	SI	S1	SI	S1	S1	N	3.225
Arcades	N	N	N	N	N	N	N	N	N	N	N	N	YI	ΥI	Υl	N	3.226
Retail gasoline stations (Sec. 3.634)	N	N	N	N	N	N	N	N	N	Yl	Y1	N	N	Υl	YI	N	3.227
Restaurants	N	N	N	N	N	N	N	N	N	YI	YI	Y1	N	Υl	YI	N	3.228
Fast-food establishments (Sec. 3.620)	N	И	N	N	N	N	N	N	N	S1	S1	N	N	S1	S1	N	3.229
Taverns	N	N	N	N	N	N	N	N	N	N	ΥI	N	N	Υl	Υl	N	3.230
Micro-brewery restaurant	N	N	N	N	N	N	N	N	N	N	N	SI	S1	N	N	N	3.228A
Catering establishments	N	N	N	N	N	N	N	N	N	N	Yl	N	N	Yl	Yl	N	3.231
Funeral homes	N	N	N	N	N	N	N	N	N	YI	Yl	Yl	N	Yl	Y1_	N	3.232
Private schools	N	N	N	N	N	N	N	N	N.	YI	Y1	Yl	N	Yl	Y1	N	3.233
Radio and television broadcasting studios	N	N	N	N	N	N	N	N	N	N	YI	Y1	Yl	Υl	Yl	N	3.234
Radio, television, microwave, communication, radar or other tower (Sec. 3.621)	N	N	N	N	N	N	N	N	N	N	N	N	YI	Yl	Yl	N	3.234

KEY: Y

Permitted use as of rightNot permitted

N

= Permitted by right and additional intensity of use permitted by special permit from the City Council ΥI

S1

= Use permitted only by special permit by City Council = Use permitted only by special permit by Board of Appeals

Sec. 3.4. Table of Uses. City of Waltham (Part 3)

										-		1			-		Use
Use With Special Permit Reference	RA-1	RA-2	RA-3	RA-4	RB	RC	RD	HRI	HR2	BA	BB	BC(1)	LC	C	I	C/R	Reference
Indoor theaters	N	N	N	N	N	N	N	N	N	N	N	SI	Sl	SI	S١	N	3.235
Newspaper publishing and printing	N	N	N	N	N	N	N	N	N	N	Υi	Υl	N	Y1	Y1	N	3.236
Car wash (Sec. 3.622)	N	N	N	N	N	N	N	N	N	N	S1	N	N	SI	S1	N	3.237
Wholesale, storage and warehousing	Ν	N	N	N	N	N	N	N	N	N	Yi	N	N	Y1	Y1	N	3.238
Off-street parking (Sections 3.601 through 3.605)	Y	Y	Y	Y	Sl	S1	S1	Y (3.811)	Y (3.811)	Y	Y	Y	Y	Y	Y	Z	3.239
Used car lot (Sec. 3.632)	N	N	N	N	N	N	N	N	N	N	S1	N	N	Sl	Sl	N	3.240
Associated commercial recreation (Sec. 3.636)	Ν	N	N	N	N	N	N	N	N	S1	S1	S1	S1	SI	SI	И	3.267
Accessory uses/commercial	N	И	N	И	N	N	N	Y (3.811)	Y (3.811)	Y	Y	Y	Y	Y	Y	Y	3.241
Tea shop	N	N	N	N	N	N	N			N	N	YI	Yl		N	N	3.228B
Animal shelter (Section 3.643)	N	N	N	N	N	N	N	N	N	N	N	N	SI	S1	SI	N	3.226D
Kennel (Section 3.644)	N	N	N	N	N	N	N	N	N	N	N	N	S1	S1	SI	N	3.226E
Industrial			1							I		1					
Accessory off-street parking	N	N	N	N	И	N	N	Y (3.811)	Y (3.811)	N	Y	Y	Y	Y	Y	N	3.242
Railroad and transit station	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	3.243
Windmills	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y1	Υl	N	N	Υl	Yl	N	3.244
Electric lighting, gas works and power stations	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	3.245
Fuel oil and gas storage	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	3.246
Heavy trucking and equipment storage (Sec. 3.628)	И	N	И	N	N	N	N	N	N	N	N	N	N	SI	SI	N	3.247
Open storage	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.248
Truck or private bus terminals	N	N	N	N	N	N	N	N	N	N	N	N	N	N	YI	N	3.249
Light manufacturing (Sec. 3.623)	N	N	N	N	N	N	N	N	N	N	SI	N	ΥŁ	Υl	YI	N	3.250
Research labs, structures and accessory uses	N	N	N	N	N	N	N	Y (3.811)	S1 (3.811)	N	N	N	Y1	YI	Y1	N	3.251
General manufacture	N	N	N	N	N	N	N	N	N	N	N	N	N	Yl	Yl	N	3.252

KEY:

= Permitted use as of right Y

N = Not permitted

ΥI = Permitted by right and additional intensity of use permitted by special permit from the City Council

Use permitted only by special permit by City CouncilUse permitted only by special permit by Board of Appeals S1

Sec. 3.4. Table of Uses, City of Waltham (Part 4)

Use With Special Permit Reference	RA-1	RA-2	RA-3	RA-4	RB	RC	RD	HR1	HR2	BA	ВВ	BC(1)	LC	С	ĭ	C/R	Use Reference
Autobody shop (Sec. 3.626)	N	N	N	N	N	N	N	N	N	N	N	N	N	SI	SI	N	3.253
Plastics manufacturing (Sec. 3.629)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	S1	N	3.254
Steam laundry	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Yl	N	3.255
Heliports-airports (Sec. 3.627)	N	N	N	N	N	N	N	Sl	S1	N	N	N	S1	SI	N	N	3.256
Junkyards (Sec. 3.633)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	SI	N	3.257
Garbage dumps and sanitary landfills	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.258
Composting facility (3.640)	N	N	N	N	N	N	N	N	N	N	N	N	N	Sl	SI	N	3.2581
Yard waste transfer station (3.641)	N	N	N	N	N	N	N	N	N	N	N	N	N	SI	S1	N	3.2582
Organic products storage (3.642)	N	N	N	N	N	N	N	N	N	N	N	. N	N	S1	SI	N	3.2583
Automobile recycling center	N	N	N	N	N	N	N	N	N	N	N	N	N	N	SI	N	3.259
Accessory uses/manufacturing	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	N	3.260
Adult entertainment enterprises (Sec. 2.303A)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	SI	N	3.2421
Agriculture								1									
Farms	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	3.261
Livestock farms under 5 acres (Sec. 3.612)	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	N	3.262
Livestock farms over 5 acres	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	3.262
Farm stands	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	3.263
Conservation/Recreation			1						1		1			1			
Conservation, water and water supply area	N	N	И	N	N	N	N	N	N	N	N	N	N	N	N	Y	3.264
Public outdoor recreation facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	3.265
Semipublic outdoor recreation facility (Sec. 3.630)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	И	Sı	3.266

KEY:

= Permitted use as of right Y

= Not permitted Ν

= Permitted by right and additional intensity of use permitted by special permit from the City Council Yl

Use permitted only by special permit by City CouncilUse permitted only by special permit by Board of Appeals S2

Sec. 3.4. Table of Uses. City of Waltham (Part 5)

Use With Special Permit Reference	RA-1	RA-2	RA-3	RA-4	RB	RC	RĐ	HR1	HR2	BA	ВВ	BC(1)	LC	С	I	C/R	Use Reference
Conservation/Recreation																	
Nonprofit sports/recreational clubs with grounds for games and sports	N	N	N	N	N	N	N	N	N	N	N	N	S1	S1	SI	Yl	3.220A
Commercial recreational facilities, outdoor	N	N	И	N	N	N	N	И	N	N	N	N	SI	S1	SI	Yì	3.226B
Commercial recreational facilities, indoor (Sec. 3.608A)	N	N	N	N	N	N	N	N	И	N	N	N	S1	S1	Sl	S1	3.226A
Commercial conservation/nature facilities	N	N	N	N	N	И	N	N	N	N	N	N	S1	S1	Si	Si	3.226C

KEY:

Y = Permitted use as of right

N = Not permitted

 Permitted by right and additional intensity of use permitted by special permit from the City Council S1 = Use permitted only by special permit by City Council

S2 Use permitted only by special permit by Board of Appeals

NOTES:

YΙ

(1) Residential uses shall only be allowed in the BC District on upper floors (floors two through five) unless development occurs as part of a Riverfront Overlay District special permit (See Section 8.4.) or as part of an intensity of use special permit, provided that in no case shall any first-floor residential unit or portion thereof be located on or within 50 feet of the street line of any of the followings streets: Elm Street, Main Street, Moody Street. In the BC District, residential uses shall have separate and distinct entrances from any and all commercial uses, and commercial and residential uses shall not be located on the same floor, except that commercial and residential uses may be allowed on the first floor where development occurs as part of an intensity of use special permit, provided that in no case shall any first-floor residential unit or portion thereof be located on or within 50 feet of the street line of any of the followings streets: Elm Street, Monin Street, Moody Street. Multiple residential and/or nonresidential principal buildings may be allowed in the BC District on the same lot when development occurs as part of an intensity of use special permit, provided that all other provisions of Section 4.215 shall be complied with. Further, in instances of new residential construction, excluding rehabilitation or remodeling of existing structures, said residential uses shall be permitted to abut other structures of any type on only one side, and all other sides shall be at least 25 feet from all other structures.

Sec. 4.11. Table of Dimensional Regulations
City of Waltham
(See Section 4.12 for footnotes)

[Amended 8-4-1997 by Ord. No. 28403; 3-3-1999 by Ord. No. 28735; 6-26-2000 by Ord. No. 29025; 5-28-2002 by Ord. No. 29513; 12-23-2002 by Ord. No. 29628; 6-13-2005 by @rd. No. 30180; 6-26-2006 by Ord. No. 30450]

		nom Build pack(s) (23		Maximum Building			FAR by	Maximum Lot	Minimum Open	Lot	Махітып		Minimum Lot Area Per	Minimum Open Space per Dwelling	Minimum
District	Front (feet)	Side (feet)	Rear (feet)	Height(18) (21) (23) feet)	Maximum Stories (23)	FAR by Right (17)	Special Permit (17) (22) (23)	Coverage (percent) (2) (23)	Space (percent) (9), (17)	Area (square feet)	Dwelling Units per acre (12)	Lot Frontage (feet) (10)	Dwelling Unit (square feet)	Unit (square feet)	Lot Width (feet)
RA-I	40	20	40	35	2.5	-		20		20.000		100	(Square reet)	neet)	(leet)
RA-2	40	20	40	35(11)	2.5			20		15,000		80			
RA-3	25	15	30	35(11)	2.5			25		9,600		7()			
Assisted living facilities	40	40	40	35	3	-	-			40,000		100	1,000	500	100
RA-4	25	15	30	35	2.5			25		7,000		60			-
Assisted living facilities	40	40	40	35	3	-	-	**		40,000		100	1,000	500	100
RB	15	10	30	40	3.0			30				60			
Single-family					V			30		6,000		- 60			-
Two-family										6,000		-	-		
Assisted living facilities	40	40	40	35	3	-			-	40,000		100	1,000	500	100
RC	10	10(3)	20(4)	40	3.0	.20	.60	30	15	-	TAN-00-	50			-
Single-family				/					13	6.000		30			
Two-family	3. 77 77.								-	6,000					
Multifamily						1				6,000	6	-	-		
Assisted living facilities	40	40	40	35	3	-		-		40,000		100	000,1	500	100
RD	75	45	60	50	4.0	.20	.80	30	15	5 acres	6	50			
HR1				1				-		1		30	-		1
Except assisted living	10	10	20	74	6	1.8		75	-	10,000	59	50		-	<u> </u>
Assisted living	40	40	40	74	6	1.0	1.5			40,000		100	1.000	500	100

CITY OF WALTHAM

Sec. 4.11. Table of Dimensional Regulations City of Waltham (See Section 4.12 for footnotes) [Amended 8-4-1997 by Ord. No. 28403; 3-3-1999 by Ord. No. 28735; 6-26-2000 by Ord. No. 29025; 5-28-2002 by Ord. No. 29513]

District		dram Bulldir tback(s) (23) Side (feet)	Rear (feet)	Maximum Building Height (18) (21) (23) (feet)	Maximum Stories (23)	FAR by Right (17)	FAR by Special Permit (17) (22) (23)	Maximum Lot Coverage (percent) (2) (23)	Minimum Open Space (percent) (9), (17)	Lot Area (square feet)	Maximum Dwelling Units per acre (12)	Lot Frontage (feet) (10)	Minimum Lot Area Per Dwelling Unit (square feet)	Minimum Opeu Space per Dwelling Unit (square feet)	Minimum Lot Width (feet)
Except as to multifamily and assisted living	10	10	20	74	6	1.0	1.25	75		10,000	40	50		*	
Multifamily	10	10	20	74	6	0.01	1.25	75		10,000	3	50			
Assisted living	40	40	40	74	6	0.5	1.25			40,000		100	1,000	50	100
HRI & HR2											1	1	1		
Single-family detached	25	15	30	35(11)	2.5		~-	25		9,600		70			~
BA	10	0	15	36	3	.50(16)	1.0	0		0		50			
Res uses	10	10	20	36	3	.20	.80	30	15	6,000	6	50			
Assisted living facilities	40	40	40	35	3				4-	40,000		100	000,1	500	100
BB	0 -	0	25	48	4	.50(16)	2.5	0		0		50			
Res uses	10	10	20	40	4	.25	1.0	35	15	6,000	10	50	7.7		
Assisted living facilities	40	40	40	35	3					40,000		100	1,000	500	100
BC	0	0(13)	25	65	5	1.0	2.5	90			30	40			
LC	150(5)	100(5)	100(5)	40	3.0	.25	.60	30	25(6)	5 acres		400			
С	10(7)	15(7)	25(7)	80	8	.4(16)	2.0			10,000		50			i
]	10(8)	15(8)	25(8)	80	8	.4(16)	2.0			1 0		1 50			

Sec. 4.11. Table of Dimensional Regulations
City of Waltham
(See Section 4.12 for footnotes)

[Amended 8-4-1997 by Ord. No. 28403; 3-3-1999 by Ord. No. 28735; 6-26-2000 by Ord. No. 29025; 5-28-2002 by Ord. No. 29513]

District	Ser Front (feet)	mum Buildi (back(s) (23) Side (feet)		Maximum Building Height (18) (21) (23) (feet)	Maximum Stories (23)	FAR by Right (17))	FAR by Special Permit (17) (22) (23)	Maximum Lot Coverage (percent) (2) (23)	Minimum Open Space (perceut) (9), (17)	Lot Area (square feet)	Maximum Dwelling Units per acre (12)	Lot Frontage (feet) (10)	Minimum Lot Area Per Dwelling Unit (square feet)	Minimum • pen Space per Dwelling Unit (square feet)	Minimum Lot Width (feet)
C/R	100	100	100	20		0.05	0.10	5	10	4 acres	0	100	(Square reer)		
Detached garage	As required by district	3	3	(1)	1	••		0	75.75	0	-	50	**		
Accessory building	As required by district	5	5	(1)	1		**	0		0		0	V	**	44:
Swimming pool (19)	As required by district	10	10		•-	~	0	•	0	4	-	0		**	**



HUB TESTING LABORATORY, INC.

Environmental Testing and Consulting Service

Certified Woman-owned Business Enterprise (WBE)

APPENDIX D

95 Beaver Street Waltham, MA 02453

(781) 893-8330 FAX (781) 893-4414 www.hubtesting.net

March 30, 2017

Report For:

City of Waltham

Attention: Mike LeGault 119 School Street, 1st Floor Waltham, MA 02453

Hub ID:

26929

Project ID:

Ezra Fitch School 14 Ash Street

Waltham, MA

Date of Survey:

February 21-28, 2017

Date Samples Collected:

February 21-28, 2017

Asbestos Inspectors: Susan Boyle

Certification Number:

AI 060146

Jim Brimhall

Certification Number:

AI 000027

Scope:

This office was contacted and requested to perform an asbestos inspection at the

above noted project site.

Description:

The project was requested by the City of Waltham Wires Department due to the building being leased/sold. The school's original building was built in 1931. An

addition was added to the school in 1977.

The property is roughly 44,680 square feet and consists of a ground floor, first

floor & second floor.

A walk-thru investigation was conducted by the inspectors. The inspectors identified materials, such as sheetrock, joint compound, plasters, cement or brick mortars, ceiling tiles and flooring, adhesives for floor tiles, insulating materials, caulking and glazing, which could potentially contain asbestos. The exterior and

roofing were not included in the inspection.

The original building is constructed of masonry exterior with the interior containing lath and plaster walls and ceilings with scattered remodels of sheetrock and joint compound. Acoustical ceiling tiles were also present. The walls have

Page 1 of 19

brown speed tile accents up to approximately five feet. The flooring is covered in various sizes and styles of floor tiles.

The addition is constructed of masonry exterior with the interior built of CMU block walls and metal ceiling deck above suspended acoustical ceiling tile. The flooring is covered in various sizes and styles of floor tiles.

Two boilers are present in the building; an H.B. Smith boiler and a Weil McLain boiler. The H.B. Smith boiler appears to have fed the original building and its associated piping is either insulated with a "mag" style insulation or an "air-cell" style insulation. The Weil McLain boiler appears to have fed the addition and is associated piping is insulated with fiberglass.

The windows are newer pre-fabricated with no caulking or glazing; however caulking was noted at the ornate windows at the front and sides of the original section as well as at door frames.

Samples were sporadically collected from materials that were more likely to be non-asbestos and materials, like 9" floor tiles and certain insulations, that historically were known to be asbestos containing were assumed to contain asbestos and were therefore not sampled. In some cases, random samples were collected to see if a pattern would develop.

Samples location and results are listed in the chart below.

Analysis:

Bulk samples for asbestos were collected by placing pieces of suspect material into zip sealed sample bags. The samples were labeled with unique identifiers and returned to the laboratory for analysis. Analysis for the presence of asbestos was performed using Polarized Light Microscopy EPA 600/R-93/116.

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Homogeneous Materials Chart & Analytical Data:

HA Description	Hub ID 26929	Sample Location	Location of HA	Quantity	Analytical Results	Asbestos Yes/No/Assumed
12" x 12" Tan mottled	1		Addition Rooms (≈900	SF per): 015,		Assumed
floor tile	2		- 016, 010, 007, 101, 10 201, 202, 208, 209, 2	2, 109, 110, 2 nd partial		Assumed
Associated mastic	3		corridor and stairs (≈			Assumed
71330clated mastic	4		landing by elevator	(≈ 80 SF)		Assumed
12" x 12" Brown floor	5	**************************************	_			Assumed
tile	6		- 2 nd partial corridor	≈ 350 SF	***************************************	
Associated mastic	7		- partial confider	330 51		Assumed
1 ibboolated mastro	8					Albamed
	9					
	10		Original Building, 2	Addition		
2' x 4' Pitted suspended ceiling tile	10A		(≈ 4,000 SF per floor) &	& the kitchen		Assumed
suspended coming the	10B		(≈ 200 SF)			
	10C					
Mastic associated with 4" brown vinyl cove	11		- Addition			Assumed
base	12		Addition			Assumed
CMI	13	Basketball court			Mineral Chip 100	N.
CMU	14	Room 109 at door	_		Mineral Chip 100	- No
CMU Crout	15	Basketball court	Addition		Mineral Chip 100	- No
CMU Grout	16	Room 109 at door	-		Mineral Chip 100	- INO

HA Description	Hub ID 26929	Sample Location	Location of HA	Quantity	Analytical Results	Asbestos Yes/No/Assumed
Pebbled pattern linoleum (backing)	17	Room 007	At sinks in rooms 007, 010, 015, 016, 108, 109, E112, E121, & E123	≈ 70 SF per	*Chrysotile 60 Mineral Chip 40	Yes
	19	Room 007	Majarity of sinks			Need 2 more to
Black sink insulation	20		- Majority of sinks except where noted	≈ 8 SF per		prove non-
	20A		- below			asbestos
5" x 8" Brown speed	21		Throughout original building, to 6' up			Need 1 more to prove non-asbestos
tile grout	22	Ash street main entrance			Mineral Chip 100	
12" x 12" Tan floor tile	23	E026	Rooms E022, E023, E026	≈ 1800 SF	Mineral Chip 70 Organic Binder**	- No - No
with light tan striations	24	E023			Mineral Chip 70 Organic Binder**	
Associated mastic	25	E026			Mineral Chip 20 Organic Binder**	
Associated mastic	26	E023			Mineral Chip 20 Organic Binder**	
Mastic associated with 4" brown vinyl cove base	27	E023	Original building		Mineral Chip 20 Organic Binder**	- No
	28	E116	- Original building		Mineral Chip 20 Organic Binder**	

HA Description	Hub ID 26929	Sample Location	Location of HA	Quantity	Analytical Results	Asbestos Yes/No/Assumed
2' x 4' Horizontal fissured suspended	29	Kitchen, left	2/3 rd of the Kitchen	≈ 300 SF	Fiberglass 50 Mineral Wool 10 Mineral Chip 40	- No
ceiling tiles	30	Kitchen, right	2/3 of the Riterion		Fiberglass 55 Mineral Wool 10 Mineral Chip 30	
6" Red ceramic floor	31					A 4
tile grout	32		771. 1			Assumed
6" Red ceramic floor	33		- Kitchen	≈ 360 SF		Assumed
tile adhesive	34					
12" x 12" Black floor	35	Ash Street entrance, Left	Ash Street entrance		Mineral Chip 70 Organic Binder**	- No No
tile with white flecks	36	Ash Street entrance, Right		≈ 100 SF	Mineral Chip 70 Organic Binder**	
	37	Ash Street entrance, Left			Mineral Chip 25 Organic Binder**	
Associated mastic	38	Ash Street entrance, Right			Mineral Chip 25 Organic Binder**	
4' x 1' Dark brown stair treads with pink striation (with risers)	39	Left	Mineral Chip 50 Opaque 40 Organic Binder** Mineral Chip 50 Ash Street entrance ~ 100 SF Opaque 40	Opaque 40		
	40	Right		≈ 100 SF	Mineral Chip 50	- No
	41	Left			Mineral Chip 20 Organic Binder**	
Associated mastic	42	Right	Mineral Chip	Mineral Chip 20 Organic Binder**	- No	

HA Description	Hub ID 26929	Sample Location	Location of HA	Quantity	Analytical Results	Asbestos Yes/No/Assumed
9" x 9" Light brown floor tile with tan	43		In checkerboard			Assumed
striation	44					
9" x 9" Dark brown floor tile with tan	45				Assumed	
striation	46		pattern on Stair No. 5 landings	≈ 140 SF		
Associated mastic	47	Left on Stair No. 5			Mineral Chip 70 Organic Binder**	++
	48					
Air-cell sheet insulation			Behind sheet metal behind ornate grills, ash street entrance	≈ 50 SF	Visually identified as asbestos	Yes
9" x 9" Green floor tile	51		E112 (1120), E114, E115, E116 (580), E123, E125 (900), E210 (200), E213 (1000), E216 (860), E222 (180) Mineral Chip 10 Organic Binder**			Assumed
9 x 9 Green floor tile	52					
Associated mastic	53	E112			++	
	54					
9" x 9" Gray floor tile	55				- Assumed	
9 x 9 Gray Hoor tile	56					Assumed
Associated mastic	57	Center, E 119	- E111 (950), E118, E119 (280), E221 (6		*Chrysotile 5 Mineral Chip 35 Organic Binder**	Yes
	58					

HA Description	Hub ID 26929	Sample Location	Location of HA	Quantity	Analytical Results	Asbestos Yes/No/Assumed
2' x 2' Tan terrazzo	59	E127	E122 (160), E127 (120), E217 (200),		Mineral Chip 100	No
flooring	60	E217	E221 (200)		Mineral Chip 100	INU
9" x 9" Black floor tile	61		Stair landings(≈ 12	20 ner)		Assumed
with brown striations	62		Corridors(≈1200 SF r	. ,,		7 1000111100
Associated mastic	61A		E220, E117, E	,		Assumed
Associated mastic	62A		,			Assumed
	63	E212, Right			Mineral Chip 70	
12" x 12" Tan floor tile					Organic Binder**	No
with brown striations	64	E212, Left			Mineral Chip 70	1.0
			E212	≈ 588 SF	Organic Binder**	
	65	E212, Right		Mineral Chip 10 Organic Binder** Mineral Chip 10 Organic Binder**		
Associated mastic			_			- No
	66	E212, Left			,	
07 07 7 10	67					- Assumed
9" x 9" Red floor tile	68		-	≈ 588 SF		
9" x 9" Brown floor	69		E215			
tile	70		(Tile are in a			
	73	Front, E215		Mineral Chip 10		
Associated mastic	7.3	FIUIL, E213		1	Organic Binder**	++
	74					
White sink insulation	75		E020	10 OF		A 4
white shik insulation	76		- E020 ≈ 10 SF			- Assumed
	77		At corridor junctions in new building to old building (≈ 950), dividing wall between E023/E023 (≈ 950), principal's suite (≈ 950) & 2 nd floor stair tower by gym (≈ 180)			
	78					- Assumed
Sheetrock	77A					
	78A					

HA Description	Hub ID 26929	Sample Location	Location of HA	Quantity	Analytical Results	Asbestos Yes/No/Assumed
	79		- At corridor junctions in new building to old building (≈ 950),			
Isint sammaund	80					•
Joint compound associated with	81		dividing wall between E			Assumed
sheetrock			950), principal's suite (. Tissumed
	82	·	floor stair tower by gy			
	82A		, ,			
4'x4'x4'x4' Boiler	83		Connected to old	≈ 160 SF		
Breeching	84		- boiler			Assumed
21000	85		001101		1	
	86		HB Smith boiler ≈ 10 LF ≈ 250 SF	1		
3' Diameter breaching	87					Assumed
	88 89		1		1	
Doilor inglest	90		HB Smith boiler	≈ 500 SF		Assumed
Boiler jacket	90					7 issumed
	92				<u> </u>	
Tank insulation	93		HB Smith boiler	≈ 250 SF	<u> </u>	Assumed
Taint moduluon	94					1
	100					
3' Diameter breaching	101		Weil-McLain boiler	≈ 350 SF		Assumed
	102		<u> </u>			
3"-6" "Mag" Style pipe	103					
insulation	104					Assumed
msulation	105					
3"-6" "Air-cell" Style	103A		Associated with piping in original building			
pipe insulation	104A					Assumed
	105A					
12" "Mag" Style pipe	106		_]
insulation	107		_			Assumed
	108		1			

HA Description	Hub ID 26929	Sample Location	Location of HA	Quantity	Analytical Results	Asbestos Yes/No/Assumed
Vibration dampener	109		Boiler room, rear duct	≈7 SF		Assumed
	110		Boner room, rear duct	~ / 51		Assumed
1" x 1" Gray/Green	111					
ceramic floor tile grout	112		Girls and Boys bathrooms: 011, 012,	≈ 100 SF		Assumed
1" x 1" Gray/Green ceramic floor tile	113		105, 107, 205, & 207	per		rissumed
adhesive	114					
4" Green ceramic wall	115					
tile adhesive	116		Girls and Boys bathrooms: 011, 012, 105, 107, 205, & 207	*****		Assumed
4" Green ceramic wall	117					
tile grout	118					
6" x 6" Ceramic floor	119	At door 2	Stair treads 1^{st} and 2^{nd} and $\approx 36 \text{ SF per}$ Mineral Chip 100 Mineral Chip 100	26 OF	Mineral Chip 100	Need 1 more to prove non-
tile grout	120					asbestos
6" x 6" Ceramic floor	121	At door 2				
tile adhesive	122					prove non- asbestos
Rib packing	125		- Weil-McLain	≈ 180 LF		Assumed
	126		W CII-WICLaiii	~ 180 LI		Assumed
Fire brick under H.B.	127					Assumed
Smith boiler	128		Boiler Room	≈ 60 SF		
Fire brick mortar under	129			0001		Assumed
H.B. Smith boiler	130 131					
White brick	131		Old basement walls,			Assumed
Associated mortar	133		except E027, interior walls E022 & E023			Assumed
Associated mortal	134			Wallo Dozz & Dozz		7 Issumou

HA Description	Hub ID 26929	Sample Location	Location of HA	Quantity	Analytical Results	Asbestos Yes/No/Assumed
Caulking	135	E127	All window sills & door frames – original		Mineral Chip 70 Opaque 10 Organic Binder **	Yes (See note 1)
	136	Exit door E112	building		*Chrysotile 6 Mineral Chip 94	
Rope gasket			Front of Weil McLain Boiler	≈1 LF	Visually identified as fiberglass	No
12" x 12" Metal ceiling			2 nd floor original building			Not suspect
2' x 2' Tan rubber floor tile with silicone mastic			At double exit door in 001	≈ 120 SF		Not suspect
Concrete Slab			E017, E018, E020, E021, E024, E025, E027, E028, 002, 001 (rubber gym floor over slab), 106, 206 and stairs in original section			Assumed

^{*}Chrysotile is a common form of asbestos.

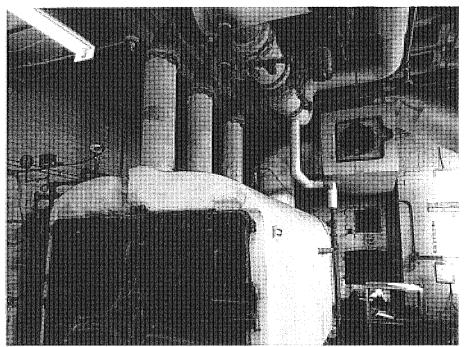
Note 1: Two caulking samples were collected. One sample was negative and one sample was positive therefore all caulking should be treated as asbestos containing unless further sampling is performed.

^{**}Cannot quantify due to use of organic solvent to break down the organic binder.

⁺⁺ Random samples of the mastic associated with 9" Floor tiles were collected and did not indicate the presence of asbestos. Further sampling should be performed to comply with regulations.

Condition: The samples were received in good condition.

Pictures:

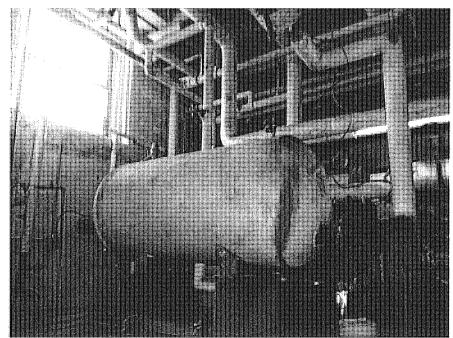


H.B. Smith boiler & associated TSI



Weil McLain boiler & associated TSI

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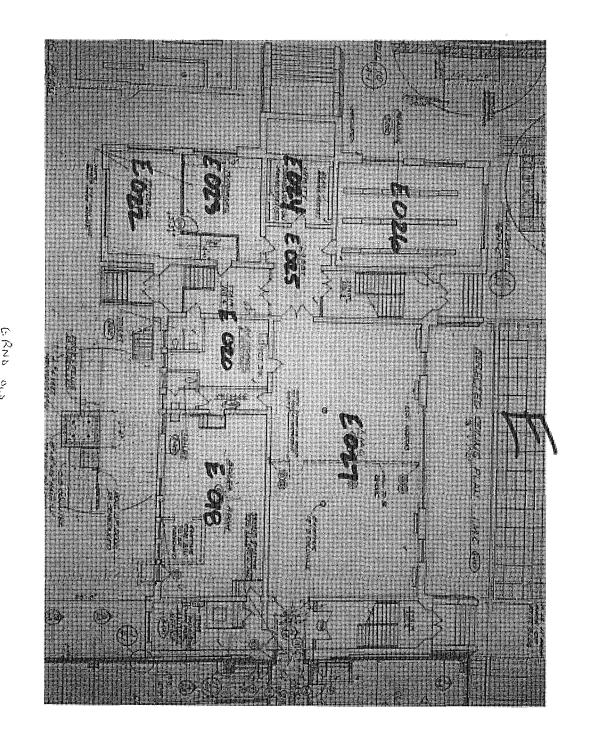
Tank and associated TSI



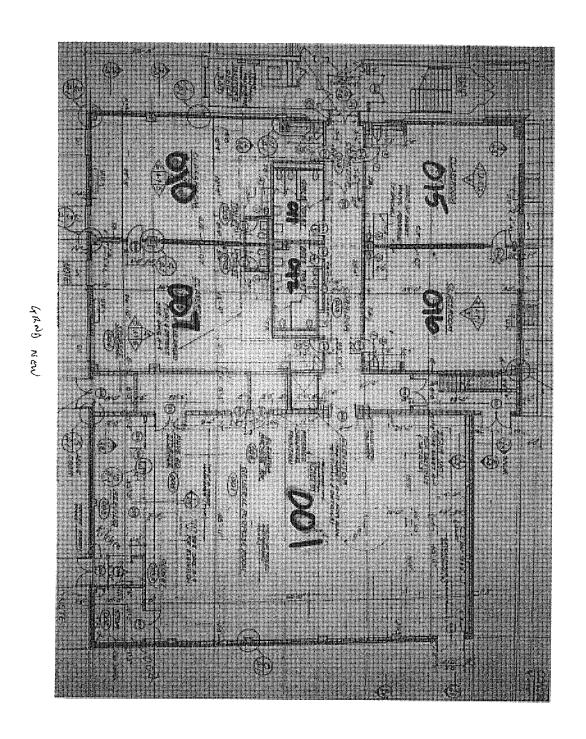
Air-cell sheet insulation behind sheet metal behind ornate grills

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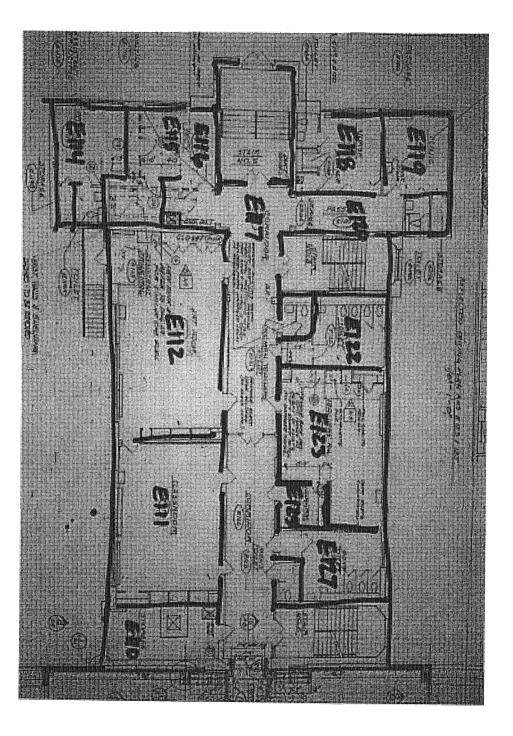
Floor Plans:



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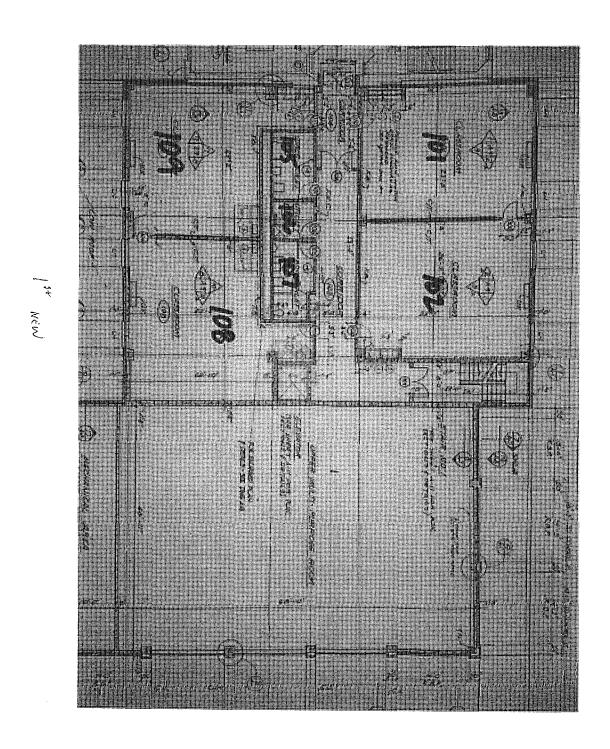


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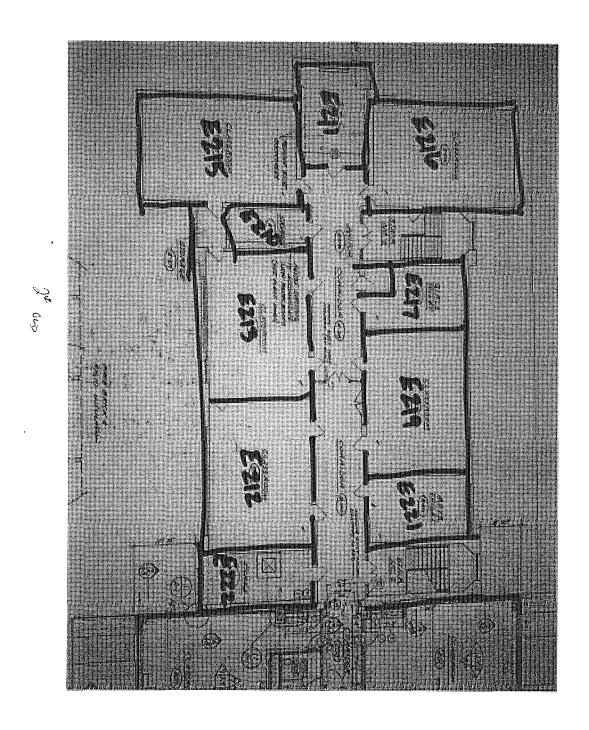


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Comment:

Asbestos was detected in the exterior caulking of the doors and windows of the original building, the pebbled pattern linoleum (backing) at sinks in rooms 007, 010, 015, 016, 108, 109, E112, E121, & E123 and in the mastic associated with the 9" gray floor tile in rooms E111, E118, E119, E211 & E221. The 9" gray floor tile should also be treated as asbestos containing as it is contaminated by the mastic.

In addition, several materials, including thermal systems insulations, floor tiles and associated mastics, identified in the survey are assumed to contain asbestos. Assumed materials should be treated as asbestos containing until sampling is performed in compliance with regulations. See chart of Homogeneous Materials chart for a complete list of materials.

No asbestos was detected in the remaining samples analyzed.

Asbestos-containing materials must be removed prior to renovation/demolition. All asbestos abatement activities must be performed by Massachusetts licensed asbestos abatement contractors having submitted the appropriate notification to the regulatory agencies. At the completion of abatement activities, a final clearance inspection and air sampling must be performed by a licensed asbestos abatement Project Monitor who is an independent third party.

This analysis pertains only to the samples submitted. This report shall not be reproduced except in full, without the written approval of the laboratory.

Susan Boyle, President

MA Analytical Lab #AA000013

INSPECTION REPORT - BOIL FROM RPF ENVIYOU'T

ROOK - BY - ROOM

	· 25.	*						
(ojje507	ACSIN	Approximate Quantity	Color	Frieble	Conollion	4ssessmer	Response	Notes
Ezra Fitch School								
Basement	FI Til - (11 10	1020 C	13.6:	1.7		1NE	T-	TI 0
Room 001	Floor Tile (1'x1')	830 sf	Misc.	No	Fair	NF	1	The floor tiles were observed to be lifting throughout the area. The building has not been used in over a
Room 002	Floor Tile (1'x1')	860 sf	Misc.	No	Fair	NF	1	year and no heat was in the building during the winter resulting in the floor tiles to lift throughout the school.
Room 004	Hard Block Pipe Insulation (<6" dia.)	40 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Room 004	Air Cell Pipe Insulation (<6" dia.)	125 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Room 004	Pressed Paper Pipe Insulation (<6" dia.)	40 If	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Room 004	Hard Block Pipe Insulation (6-12" dia.)	40 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Room 004	Floor Tile (1'x1')	600 sf	Misc.	No	Fair	NF	1	Materials were observed to be lifting throughout.
Room 005 and 005A	Hard Block Pipe Insulation (<6" dia.)	55 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Room 005 and 005A	Pressed Paper Pipe Insulation (<6" dia.)	40 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Room 005 and 005A	Air Cell Pipe Insulation (<6" dia.)	30 If	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Room 005 and 005A	Hard Block Pipe Insulation (6-12" dia.)	45 If	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
See notes on last page				•				

				·			enediski) majeni neggyeti 7et	
"Collies"	4CBM	Approximate Quantity	Callegory	rijople globie	Concilion	Assessme.	A esponso	No les
Ezra Fitch School						· · · · · · · · · · · · · · · · · · ·		
Basement Continued				***************************************				
Room 005 and 005A	Floor Tile (1'x1')	600 sf	Misc.	No	Fair	NF	1	Materials were observed to be lifting throughout.
Electrical Room	Hard Block Pipe Insulation (<6" dia.)	10 If	TSI	MNO	MNO	MNO	6	Materials were not observed and appear to have been removed. Records for the removal were not available at the time of the survey.
Electrical Room	Hard Block Pipe Insulation (6-12" dia.)	15 If	TSI	MNO	MNO	MNO	6	Materials were not observed and appear to have been removed. Records for the removal were not available at the time of the survey.
Boiler Room	Hard Block Pipe Insulation (<6" dia.)	90 If	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Boiler Room	Pressed Paper Pipe Insulation (<6" dia.)	55 lf	TSI	Yes	Damaged	1	2	Materials were observed to be cracking and delaminating and
Boiler Room	Air Cell Pipe Insulation (<6" dia.)	100 lf	TSI	Yes	Damaged	1	2	should be repaired as soon as feasible. Conduct O&M surfce
Boiler Room	Hard Block Pipe Insulation (6-12" dia.)	90 lf	TSI	Yes	Damaged	1	2	cleaning.
Boiler Room	Fitting Insulation (6"-12" dia.)	2 fittings	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Boiler Room	Breeching Insulation	330 sf	TSI	Yes	Good	5	1	
Boiler Room	Tank Insulation	60 sf	TSI	Yes	Good	5	11	
Boiler Room	Boiler Insulation	150 sf	TSI	Yes	Good	5	1	
Boiler Room	·	10 sf	TSI	Yes	Good	5	1	
See notes on last page								

	2 1879 4 + 1874 - 1975			di paradia	á ·			
"Ojke Joy	MeS/M	Approximate Quantity	___\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Fright	Condition	4888887	Aestonise A	No.
Ezra Fitch School								
Basement Continued								
Custodial Office	Hard Block Pipe Insulation (<6" dia.)	90 lf	TSI	Yes	Damaged	1	2	Materials were observed to be cracking, delaminating and have knicks present >10% distributed damage. Materials should be repaired as soon as feasible. Conduct O&M surface cleaning.
Room 007	Floor Tile (1'x1')	975 sf	Misc.	No	Fair	NF	1	Materials were observed to be lifting
Room 007	Vinyl Flooring (1'x1')	25 sf	Misc.	No	Fair	NF	1	throughout.
Room 008	Floor Tile (1'x1')	1,100 sf	Misc.	No	Fair	NF	1	The floor tiles were observed to be
Multi-purpose room	Vinyl Flooring .	4,080 sf	Misc.	No	Fair	NF	1	lifting throughout the area. The
Hall (new building)	Floor Tile (1'x1')	620 sf	Misc.	No	Fair	NF	1	building has not been used in over a year and no heat was in the building during the winter resulting in the
Hall and Exit (behind Media Center)	Air Cell Pipe Insulation (<6" dia.)	45 lf	TSI	Yes	Good	5	1	floor tiles to lift throughout the school.
Hall and Exit (behind Media Center)	Hard Block Pipe Insulation (<6" dia.)	30 lf	TSI ·	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Hall and Exit (behind Media Center)	Pressed Paper Pipe Insulation (<6" dia.)	5 If	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Hall and Exit (behind Media Center)	Hard Block Pipe Insulation (6-12" dia.)	10 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
See notes on last page	·							

uojieso ₀ 7		Aborovimate Quantity	Callegoop,		Condition	Assessment.	Sologo Sologo	8
/000	ACBM	\\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	\\disp\{\din\{\disp\{\din\{\disp\{\din\{\\\\\\\\\\	Friable	\\$\text{\$\ext{\$\text{\$\exiting{\$\text{\$\exititt{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\}}\$}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}	\\ \& \& \\ \& \& \\ \& \& \\ \& \& \\ \& \&	\\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Ezra Fitch School					•			
Basement Continued								
_ ,	Hard Block Pipe Insulation (<6" dia.)	30 lf	TSI	Yes	Damaged	1	2 or 3	Materials were observed to be cracking, delaminating and have
Storage Room (Off Media	, ,	70 lf	TSI	Yes	Damaged	1	2 or 3	knicks present >10% distributed
Storage Room (Off Media		75 lf	TSI	Yes	Damaged	1	2 or 3	damage. Materials should be repaired or removed as soon as
Storage Room (Off Media	Hard Block Pipe Insulation (6-12" dia.)	20 lf	TSI	Yes	Damaged	1	2 or 3	feasible by qualified and licensed personnel. Conduct O&M surface
	Hard Block Pipe Insulation (<6" dia.)	210 lf	TSI	Yes	Good	5	1	cleaning. Material is accessible located approximately 8' at the ceiling height.
Media Center	Pressed Paper Pipe Insulation (<6" dia.)	30 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Media Center	Air Cell Pipe Insulation (<6" dia.)	25 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
	Hard Block Pipe Insulation (6-12" dia.)	90 lf	TSI ·	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Media Center	Pressed Paper Pipe Insulation (<6-12" dia.)	5 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Administrative Office	Hard Block Pipe Insulation (<6" dia.)	55 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
See notes on last page						-		

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"ojjeso ₇	ASSM.	Approximate Quantity	1008 JE	Frieble	Condition	488888ment	response	\$ \$\text{\$\sigma_{\text{Q}_{i}}}\$
Ezra Fitch School	/ X	7 4 0	/ 0	/ <		<u> </u>	/ 4	/ <
1st Floor		······································						
Administrative Office	Floor Tile (1'x1')	60 sf	Misc.	No	Good	NF	1	The floor tiles were observed to be
Hall (old building)	Floor Tile (9"x9")	900 sf	Misc.	No	Fair	NF	1	lifting throughout the area. The building has not been used in over a
Room 101	Floor Tile (1'x1')	830 sf	Misc.	No	Good	NF	1	year and no heat was in the building during the winter resulting in the
Room 102	Floor Tile (1'x1')	825 sf	Misc.	No	Good	NF	1	floor tiles to lift throughout the school.
Faculty Room 103	Hard Block Pipe Insulation (<6" dia.)	30 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Faculty Room 103	Air Cell Pipe Insulation (<6" dia.)	15 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Faculty Room 103	Pressed Paper Pipe Insulation (<6" dia.)	15 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Faculty Room 103	Pressed Paper Pipe Insulation (<6" dia.)	10 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Faculty Room 103	Vinyl Flooring	70 sf	Misc.	No	Fair	NF	1	The floor tiles were observed to be
Faculty Room 103	Floor Tile (9"x9")	560 sf	Misc.	No	Fair	NF	1	lifting throughout the area. The building has not been used in over a year and no heat was in the building during the winter resulting in the floor tiles to lift throughout the school.
Room 104	Hard Block Pipe Insulation (<6" dia.)	15 lf	TSI	Yes	Good	5	1	
Room 104	Floor Tile (9"x9")	235 sf	Misc.	No	Fair	NF	1	Materials were observed to be lifting and normal wear throughout.
Room 105	Hard Block Pipe Insulation (<6" dia.)	35 lf	TSI	Yes	Good	5	i	
See notes on last page								

Ezra Fitch School 1st Floor Continued Room 105 Floor Tile (9"x9") 145 sf Misc. No Fair NF 1 Materials were observed cracking and lifting through the common state of the	
Room 105 Floor Tile (9"x9") 145 sf Misc. No Fair NF 1 Materials were observed cracking and lifting through the common state of t	
Room 105 Floor Tile (9"x9") 145 sf Misc. No Fair NF 1 Materials were observed cracking and lifting through the common state of the	
Room 105 Floor Tile (9"x9") 145 sf Misc. No Fair NF 1 Materials were observed cracking and lifting through the common 106 Hard Block Pipe Insulation (<6" dia.) 35 lf TSI Yes Good 5 1 Material is accessible local approximately 8" at the common 106 Hard Block Pipe Insulation (6-12" dia.) 1 Material is accessible local approximately 8" at the common 106 Pressed Paper Pipe Insulation (<6" dia.) 15 lf TSI Yes Good 5 1 Material is accessible local approximately 8" at the common 106 Insulation (<6" dia.) 10 lf TSI Yes Good 5 1 Material is accessible local approximately 8" at the common 106 Air Cell Pipe Insulation (<6" dia.) 10 lf TSI Yes Good 5 1 Material is accessible local approximately 8" at the common 106 Fitting Insulation (<6" dia.) 2 fittings TSI Yes Good 5 1 Material is accessible local approximately 8" at the common 106 Fitting Insulation (<6" dia.) 2 fittings TSI Yes Good 5 1 Material is accessible local approximately 8" at the common 106 Fitting Insulation (<6" dia.) 135 sf Misc. No Fair NF 1 Materials were lifting also Room 106 Floor Tile (9"x9") 820 sf Misc. No Fair NF 1 Materials were observed cracking and lifting through the common 106 Insulation (<6" dia.) 145 sf Misc. No Fair NF 1 Materials were observed cracking and lifting through the common 106 through the common 106 through the common 106 through the common 106 through the common 106 through the common 106 through the common 106 through the common 106 through through the common 106 through through through through through the common 106 through	
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Room 106 Floor Tile (9"x9") 820 sf Misc. No Fair NF 1 Materials were observed cracking and lifting through	
cracking and lifting throu	ong the edge.
Room 107 Hard Block Pipe Insulation 55 lf TSI Yes Good 5 1 Material is accessible local approximately 8' at the control of the second state of the sec	cated
Room 107 Vinyl Flooring 30 sf Misc. No Fair NF 1 The floor tiles were observed building has not been used to be a second	ea. The ed in over a
Room 107 Floor Tile (1'x1') 650 sf Misc. No Fair NF 1 year and no heat was in t during the winter resultir floor tiles to lift through school.	ng in the
See notes on last page	

"O'lle307	M80A	Approximate Outsity	Toos yes	9/qsj.L.	Condition	488688776	Shoots of the second of the se	Noies
Ezra Fitch School								
1st Floor Continued	NO. 14				····			
Reading Room	Hard Block Pipe Insulation (<6" dia.)	10 lf	TSI	Yes	Good	5		Material is accessible located approximately 8' at the ceiling height.
Reading Room	Floor Tile (9"x9")	185 sf	Misc.	No	Fair	NF	1	The floor tiles were observed to be lifting throughout the area. The building has not been used in over a year and no heat was in the building
Hall (new building)	Floor Tile (1'x1')	610 sf	Misc.	No	Fair	NF	1	during the winter resulting in the floor tiles to lift throughout the school.
Room 108	Floor Tile (1'x1')	725 sf	Misc.	No	Fair	NF	1	
Room 109	Floor Tile (1'x1')	800 sf	Misc.	No	Fair	NF	1	
Men's Room	Vinyl Flooring	30 sf	Misc.	No	Fair	NF	1	
Boy's Bathroom	Hard Block Pipe Insulation (<6" dia.)	35 If	TSI	Yes	Damaged	1	2 or 3	Materials were observed to be cracking, delaminating and have
Boy's Bathroom	Pressed Paper Pipe Insulation (<6" dia.)	20 If	TSI ·	Yes	Damaged	1	2 or 3	knicks present >10% distributed damage. Materials should be repaired or removed as soon as feasible by qualified and licensed personnel. Conduct O&M surface cleaning. Material is accessible located approximately 8' at the ceiling height.
Boy's Bathroom	Air Cell Pipe Insulation (<6" dia.)	5 lf	TSI	Yes	Damaged	1	2 or 3	
Boy's Bathroom	Fitting Insulation (<6" dia.)	1 fitting	TSI	Yes	Damaged	1	2 or 3	
Woman's Bathroom	Air Cell Pipe Insulation (<6" dia.)	15 If	TSI	Yes	Good	5	1	
Girl's Bathroom	Hard Block Pipe Insulation (<6" dia.)	25 If	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
See notes on last page	<u> </u>	<u> </u>						

			to dispersion to				**************************************	
"Ojleoo7	ACBM	Approximate Quantifyate	1 1008 Hz	Prisble	Condition	48.88.88.84 The second	Response	Noves
Ezra Fitch School		***************************************						
1st Floor Continued	1							
Girl's Bathroom	Pressed Paper Pipe Insulation (<6" dia.)	25 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height
Girl's Bathroom	Air Cell Pipe Insulation (<6" dia.)	10 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height
Front Entry	Pressed Paper Pipe Insulation (< € " dia.)	5 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height
Front Entry	Floor Tile (9"x9")	180 sf	Misc.	No	Good	NF	1	
2nd Floor				· ·				
Hall (old building)	Floor Tile (9"x9")	900 sf	Misc.	No	Fair	NF	1	The floor tiles were observed to be
Room 201	Floor Tile (l'x1')	950 sf	Misc.	No	Fair	NF	1	lifting throughout the area. The
Room 202	Floor Tile (1'x1')	770 sf	Misc.	No	Fair	NF	1	building has not been used in over a
Room 203	Floor Tile (1'x1')	630 sf	Misc.	No	Fair	NF	1	year and no heat was in the building
Room 205	Floor Tile (9"x9")	280 sf	Misc.	No	Fair	NF	1	during the winter resulting in the
Room 206	Floor Tile (9"x9")	685 sf	Misc.	No	Fair	NF	1	floor tiles to lift throughout the school.
Book Closet	Floor Tile (9"x9")	125 sf	Misc.	No	Fair	NF	1	Materials were observed to be
Room 207	Floor Tile (9"x9")	6 30 sf	Misc.	No	Fair	NF	1	cracking and lifting throughout.
Room 208	Floor Tile (9"x9")	10 sf	Misc.	No	Fair	NF	1	Materials were observed to be
Room 208	Floor Tile (1'x1')	6 30 sf	Misc.	No	Fair	NF	1	cracking and lifting throughout.
Storage Room (Between rooms 208 and 209)	Floor Tile (9"x9")	230 sf	Misc.	No	Fair	NF	1	
Hall (new building)	Floor Tile (1'x1')	640 sf	Misc.	No	Fair	NF	1	
Room 209	Floor Tile (1'x1')	800 sf	Misc.	No	Fair	NF	1	
Room 210	Floor Tile (1'x1')	960 sf	Misc.	No	Fair	NF	1	
See notes on last page					·		<u> </u>	

(o)#600y	A COM	Approximate Quantity	(S)(S)	Frieble	Conomion	Assessmen.	Postoonse Successions	No. Geo.
Ezra Fitch School			·	***************************************				
2nd Floor			-					
Custodial Closet	Fitting Insulation (6"-12" dia.)	2 fittings	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height
Custodial Closet	Floor Tile (9"x9")	30 sf	Misc.	No	Fair	NF	1	Materials were observed to be lifting throughout.
2-B								
Stairwell (new building)	Floor Tile (1'x1')	535 sf	Misc.	No	Fair	NF	1	Materials were observed to be lifting throughout.
Stairwell A	Hard Block Pipe Insulation (<6" dia.)	45 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height.
Stairwell A	Floor Tile (9"x9")	190 sf	Misc.	No	Fair	NF	1	Materials were observed to be lifting throughout.
Stairwell B	Hard Block Pipe Insulation (<6" dia.)	30 lf	TSI	Yes	Good	5	1	Material is accessible located approximately 8' at the ceiling height
Stairwell B	Floor Tile (9"x9")	140 sf	Misc.	No	Fair	NF	1	Materials were observed to be lifting throughout.

Category: MISC is miscellaneous material; TSI is thermal system insulation; SURF is surfacing material. Categorized in accordance with 40 CFR Part 763.

Assessment Codes based on 40 CFR Part 763: 1. Damaged or significantly damaged thermal system insulation ACM; 2. Damaged friable surfacing ACM; 3. Significantly damaged friable surfacing ACM; 4. Damaged or significantly damaged friable miscellaneous ACM; 5. ACBM with potential for damage; 6. ACBM with potential for significant damage; 7. Any remaining ACM. Please reference AHERA and the school management plan for discussion on assessment codes. NF means material is nonfriable and assessments are not required by EPA. MNO means materials were not observed. Prior to any renovation and/or demolition a full NESHAP survey must be conducted in accordance with various State and federal regulations.

Response Codes: 1. Manage ACBM in accordance with Management Plan; 2. Conduct repairs and cleaning; 3. Conduct removal and cleaning; 4. Material suspect and requires further testing; 5. ACBM has been removed and may be removed from listings; 6. ACBM was not observed and further review is required. See further discussion and requirements in report.

APPENDIX B

AMERA REINSPECTION REPORT OTHER GENERAL COMMENTS AND PRELIMINARY RECOMMENDATIONS

(Page 1 of 2)

Below are other general comments and recommendations to be reviewed and considered by the School for compliance with current State and Federal regulations and industry standards. The comments and recommendations should be reviewed in conjunction with the findings and discussions contained in the text of the report, attachments, and the federal standard, 40 CFR Part 763 and other applicable State and federal standards.

- The initial AHERA report should be reviewed for detailed initial inspection results, Management Plan and O&M Plan requirements, analytical data, and other related documentation. Except as otherwise noted, the reinspection work only included ACBMs identified inspection report provided to RPF by the School. During the reinspection, initial inspections, abatement documentation and other record keeping items were not completely reviewed or audited for accuracy and completeness. This type of review was beyond the scope of services for the project. Based on the RPF preliminary review of the records provided to RPF, it is RPF's opinion that the AHERA Plans may not address all of the possible ACBM present. For example, although not directly regulated by AHERA, various exterior suspect materials are present as well as possible interior hidden ACBM.
- This reinspection only included the school buildings designated in the RPF listing. If other buildings are used as school buildings in accordance with 40 CFR Part 763 and need to be reinspected, please notify our office to make necessary arrangements. This reinspection and report does not meet the requirements set forth by US EPA, OSHA, and State agencies for conducting full asbestos inspections prior to renovation or demolition.
- For any new buildings or renovated space, obtain architectural statements for new construction/renovation areas in accordance with AHERA certifying no asbestos was specified or used.
- All ACBMs must be included in the Management Plan and O&M Program until the materials are completely removed. The ACBM listings in the Reports should be reviewed and updated periodically to reflect all abatement work, any testing performed, and all O&M Program maintenance or repair activity completed. Examples of activity that must be documented include but are not limited to the following: covering area of ACBM tile with carpet or other newer flooring; installation of other new building materials certification of asbestos-free material must be obtained and filed; any sampling and testing; any spot asbestos repairs or removal work; personnel training; annual notifications; and other activities.
- Materials listed as MNO (materials not observed) should be reviewed further by the Program Manager to determine if in fact such materials were abated, if abatement records are on file, and/or, if the areas were not accessible that such materials be inspected when the areas can be accessed. ACBM assumed to be enclosed should continue to be documented as such for future renovations/demolition issues. Please note that new enclosures are a form of abatement and are subject to the requirements of AHERA as a response action.
- Inaccessible ACBMs are or may be present in wall, floor, ceiling, and other spaces not accessible during the inspection. Care should be used during any renovation or demolition work. If suspect materials are encountered, the materials must be properly tested by a State licensed inspector and, if in fact identified as ACBM, properly abated prior to disturbance. All contractors and other persons working in the building who may come into contact with the ACBM should be properly notified in accordance with current State and federal regulations.

OTHER GENERAL COMMENTS AND PRELIMINARY RECOMMENDATIONS (Page 2 of 2)

- Certain types of floor maintenance activities can result in release of asbestos fibers. Proper cleaning, stripping, and finishing methods should be used as recommended by the State and U.S.E.P.A. guidelines. Depending on the condition of various non-friable ACBMs and the specific action/disturbance to the material (i.e., chipping of flooring during removal, cutting and abrasive activities, or sanding/scraping of adhesives), non-friable ACBM can be rendered friable. This is particularly true with flooring materials that are aged, thin, brittle, or have prolonged water damage.
- Flooring mastic, along with any floor tile or linoleum that is ACBM was or may have been assumed to be ACBM, should continue to be classified as ACBM and properly tested prior to any flooring removal work, as applicable. It should be noted that a recent EPA advisory statement recommends that flooring which was previously tested as asbestos free be confirmed using electron microscopy prior to any removal or other activities that may result in the disturbance of the flooring.
- All assumed ACBM should be properly tested by a licensed inspection firm, prior to abatement work
 or as soon as feasible, and the AHERA records updated accordingly. This type of testing should not
 be conducted by asbestos abatement contractors, but by a qualified licensed consulting/laboratory
 firm.
- In accordance with State and federal regulations, ACBM must be abated prior to disturbance due to renovation or demolition activity, or maintenance activity that will result in disturbance to the materials. This work must be properly designed in advance of the planned work and it must be implemented by properly trained, accredited, and/or licensed individuals as applicable.
- Abatement of friable and non-friable ACBM should be designed by, and monitored by, a qualified/certified consultant. Trained, licensed workers and firms should complete all abatement work. Please note that exterior building materials, such as roofing materials, were often not included in the initial inspection work and should be properly tested prior to any renovation or demolition. It is recommended that sufficient time be allowed prior to any renovation or construction work for accredited design, review, and impact study to determine abatement work that may be necessitated to facilitate renovation. It should also be determined that all suspect materials have been properly sampled in the existing reports prior to work.
- O&M level trained employees may be able to perform small scale, short duration maintenance work (<3 linear/square feet) involving asbestos if all applicable state and federal requirements are met and proper medical surveillance, safety equipment and other programs are in place. Any work in excess of 3 feet or work performed for the sole purpose of abating asbestos hazards must be design and performed by licensed personnel and companies.
- All janitorial, custodial, and maintenance staff require a minimum of 2-hour asbestos awareness
 training and maintenance staff who perform O&M work must also have another 14 hours of training.
 Annual refresher training is also required in accordance with 29 CFR Part 1926.1101 and the EPA
 Worker Protection Rule.

A general review of the AHERA Plans should be completed periodically to ensure compliance with record keeping, training, labeling of ACBM in maintenance areas and as required by OSHA, annual notifications, and other requirements. The school must also continue with their 6-month surveillance activities. Certain record keeping and notification requirements may still be required regardless of whether new construction has occurred or all ACBMs have been removed.

APPENDIX C

Reinspection Methods

Accessible ACBMs which were identified in the existing AHERA reports were visually reinspected in accordance with AHERA, to (a) observe whether the materials are friable, (b) observe the conditions of the ACBM and potential for disturbance, and (c) to assess the hazard potential of the ACBM. Documentation review consisted of only those specific documents which list ACBM and which were provided by the School to RPF for review. A full review or audit of the AHERA Plans for the building, including abatement records, other record keeping requirements, or AHERA implementation records was not completed as part of this service. Please note that this reinspection report is intended to comply with the federal regulation and the report should not be considered or referenced as a detailed full, initial AHERA room-by-room inspection. Please also reference the initial AHERA Inspection Report prepared for the building by RPF and subsequent update records. This reinspection does not meet the requirements for full inspections prior to renovation or demolition activity.

A full inspection (for confirmation of previous inspection results) was also not completed during this project. In the event that other readily accessible suspect materials were observed by the inspector during the course of the reinspections (materials that may have been missed during the initial inspection or may require confirmation testing), the inspector provide preliminary notation on the reinspection reports to make the School aware that additional inspection or review may be required. However, in accordance with the AHERA reinspection requirements, the inspector did not conduct full initial inspection during the course of the reinspection work.

Limitations

- This reinspection only included the school buildings designated in the RPF listing. If other buildings are used as school buildings in accordance with 40 CFR Part 763 and need to be reinspected, please notify our office to make necessary arrangements. This reinspection and report does not meet the requirements set forth by US EPA, OSHA, and State agencies for conducting full asbestos inspections prior to renovation or demolition.
- The observations and conclusions presented in the Report were based solely upon the services described herein, and not on scientific tasks or procedures beyond the scope of services as discussed in the proposal and text of the report. The conclusions and recommendations are based on visual observations and testing, limited as indicated in the Report, and were arrived at in accordance with generally accepted standards of industrial hygiene practice and asbestos professionals. In addition and as applicable, where sample analyses were conducted by an outside laboratory, RPF has relied upon the data provided, and has not conducted an independent evaluation of the reliability of this data.
- Observations were made of the designated accessible areas of the site as indicated in the Report. While it was the intent of RPF to conduct a survey to the degree indicated, it is important to note that not all suspect ACBM material at the site(s) were specifically assessed and visibility was limited, as indicated, due to the presence of furnishings, equipment, solid walls and solid or suspended ceilings throughout the facility. Suspect material may have been used and may be present in areas where detection and assessment is difficult until renovation and/or demolition proceeds.
- Although some assumptions may have been stated regarding the potential presence of inaccessible or hidden ACBM, a full inspection for all ACBM or a destructive inspection for possible inaccessible suspect ACBM was not conducted. This inspection did not include a hazard assessment survey or testing to determine current dust concentrations of asbestos in and around the building. The survey was limited to ACBM as indicated herein and a site assessment for other possible environmental health and safety hazards or subsurface pollution was not performed as part of the scope of this initial site inspection.

- Where access to portions of the surveyed area was unavailable or limited, RPF renders no opinion of the condition and assessment of these areas. The survey results only apply to areas specifically accessed by RPF during the site inspection.
- Interiors of mechanical equipment and other building or process equipment may also have ACBM gaskets or insulation present and were not included in this inspection. Further inspections would likely be required prior to renovation or demolition activity.
- Existing reports, drawings, and analytical results provided by the Client to RPF, as applicable, were not verified and, as such, RPF has relied upon the data provided as indicated, and has not conducted an independent evaluation of the reliability of these data.
- All hazard communication and notification requirements, as required by 40 CFR Part 763, U.S.
 OSHA regulation 29 CFR Part 1926, 29 CFR Part 1910, and other applicable rules and regulations,
 by and between the Client, general contractors, subcontractors, building occupants, employees and
 other affected persons were the responsibility of the Client and Client's abatement contractor and are
 not part of the scope of services to be provided by RPF.
- Results presented in the report area limited to the materials and conditions present at the time that the site inspection was actually performed by RPF. The applicability of the observations and recommendations presented in this report to other portions of the site were not determined as part of this scope of work. Many accidents, injuries and exposures and environmental conditions are a result of individual employee/employer actions and behaviors, which will vary from day to day, and with operations being conducted. Changes to the site that occur subsequent to the RPF inspection may result in conditions which differ from those present during the survey and presented in the findings of the report. For example, during construction changes it is possible that previously inaccessible suspect material may be encountered. As such, the contractors, employers OSHA-competent persons, and other affected staff should be advised of the possible presence of inaccessible ACBM and suspect ACBM. In the event that newly identified suspect material is encountered, please contact RPF to arrange for proper inspection, assessment and testing as applicable.
- Typically, hazardous building materials such as asbestos, lead paint, PCBs, mercury, refrigerants, hydraulic fluids and other materials may be present in buildings. The survey performed by RPF only addresses the specific items as indicated in the report. In general, it is recommended that surveys for all accessible hazardous building material be performed. Notify RPF to arrange for additional survey work as needed.



WPS Central Office Relocation:

Narrative:

In July, 2005, \$150,000 was provided to begin this process of researching a new location for the Central Administration Office of the school department. Consequently, proposals were sought from designers through the Designer Selection Committee and a firm was selected. Due to the school committee voting to surplus the Banks Elementary School, the thought of the committee was to not award this contract to a designer since the school department will be using all of the remaining school buildings to accommodate students for the next two (2) years during the Fitzgerald and the Whittemore construction process.

Since the Fitzgerald & Whittemore Schools will be completed this September, 2008, the school department will be seeking to move the process along in hiring a designer to perform an assessment need of administrative and support staff, review of the building structure and the life expectancy of building components, cost estimations, as well as providing schematic design documents.

Condition:

Making an assumption that the Fitch School will be the new location of the Central Administration Office the following building conditions may be a concern; the boilers have far exceeded their life expectancy, air conditioning considerations, heat & ventilation needs according to the new building layout, installation of building walls/partitions to accommodate office needs and other miscellaneous building components should be looked into. These concerns may be true in any surplus building.

Resolution:

Agree to the action of hiring a designer for a study/design of the new location.

Request additional funding in next fiscal year as stated in documentation from designer as a result of meeting budgetary guidelines set by the city.

Funding:

Capital Funding of \$150,000 Acct. #30-060-04-6884 has been provided.

This sum of money is more than adequate (estimate of \$25k-30k) to provide assessment needs, conceptual design and cost estimates. A future budget figure for design services, construction administration and cost of construction will follow.

Note:

N/A

Consequence if not funded:

Educational space needs at W.H.S. will remain an issue.

Energy Cost will have to be addressed internally.

Costly repairs may be on the horizon due to the life expectancy of the building systems coming to an end.

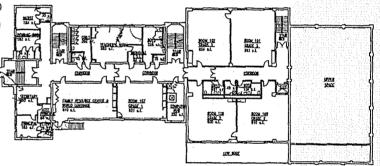
Timeframe if funded on July 1, 2008: A committee should be sought to create the RFP for this assessment.

CHALLENGES — RE-USING EXISTING BUILDINGS AS EARLY CHILDHOOD CENTERS

WALTHAM .

Fitch School

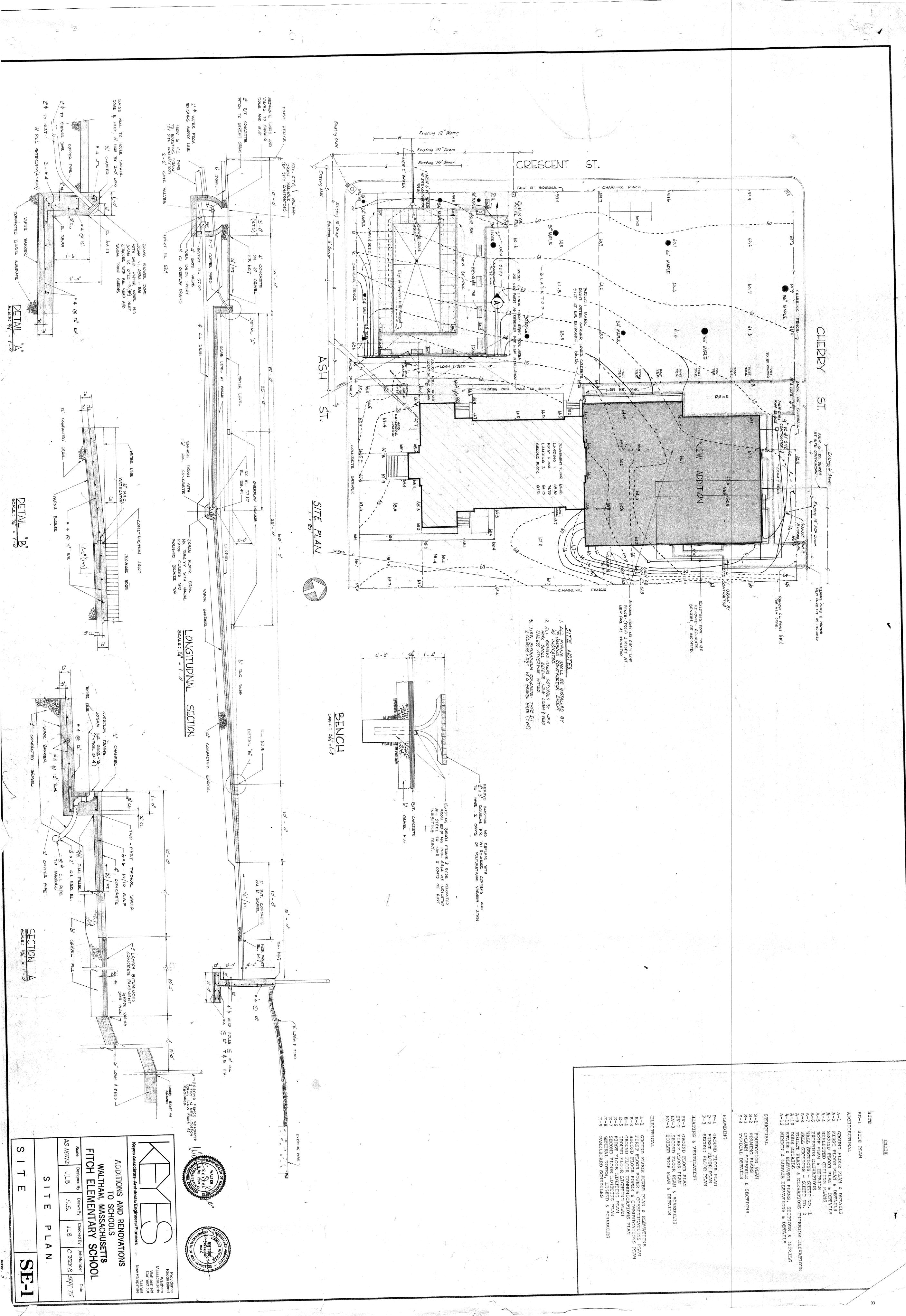
- Approx. GSF 40,500
- Currently 19 classrooms approx. 600-910 NSF (total of 15,024 NSF) – could accommodate up to 227 Pre-K students (currently 193 in District)
- Misc. Offices, Library, Gym, Cafeteria
- Challenges
 - Building has been sitting vacant for many years
 - None of the rooms are the appropriate size for Pre-K (1,200 NSF typical)
 - None of the rooms contain toilets, this would need further discussion with educators
 - Because of small classrooms sizes it would require additional teachers +5
 - Limited parking (+/- 20 parking spaces) available on site.
 - 40,500 GSF x \$300-350/SF = \$12 14+ Million raw Construction Costs*
 - Plus an additional \$3-\$4Million in Project costs Surveys, test, Design, Furniture, technology etc.

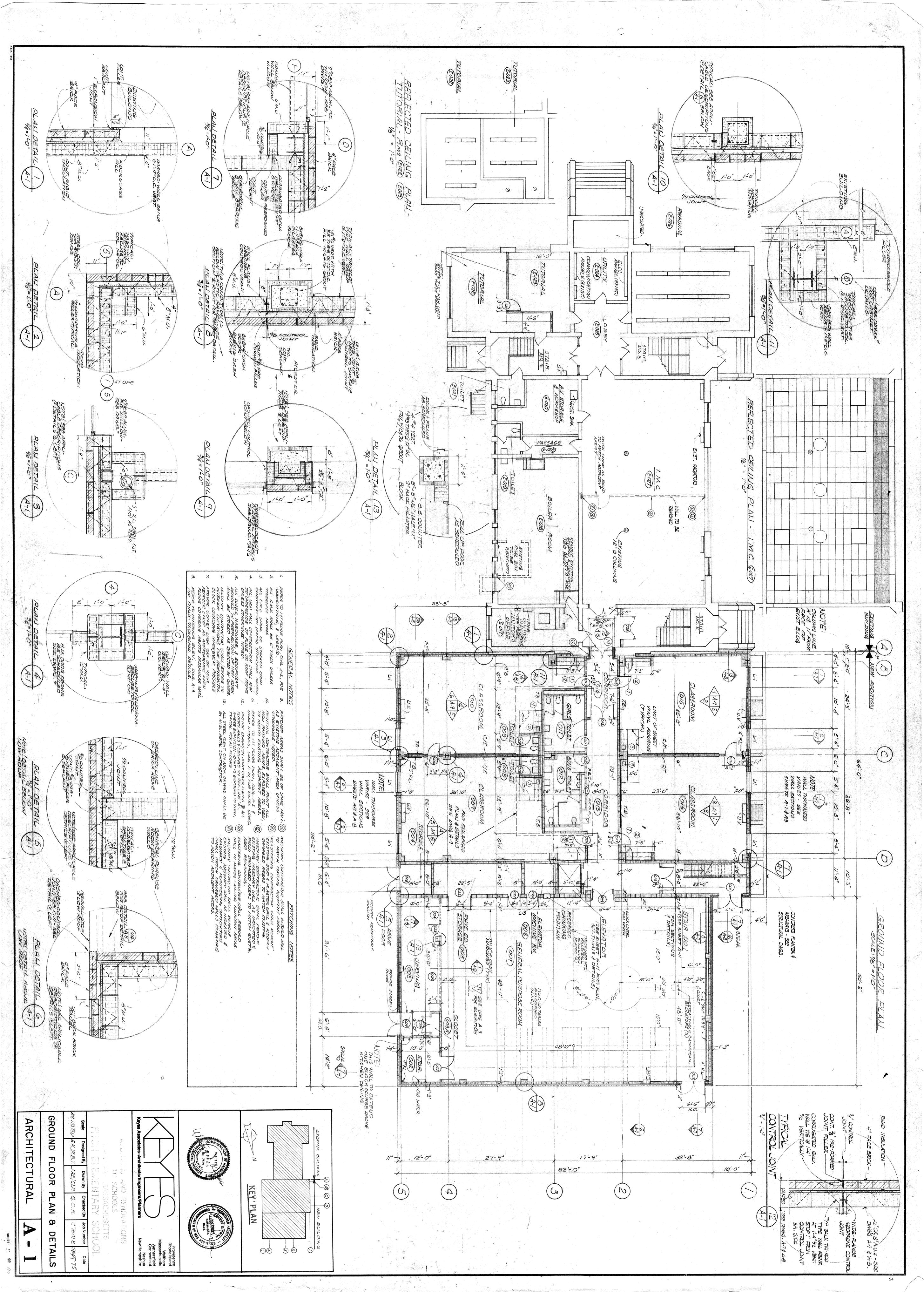


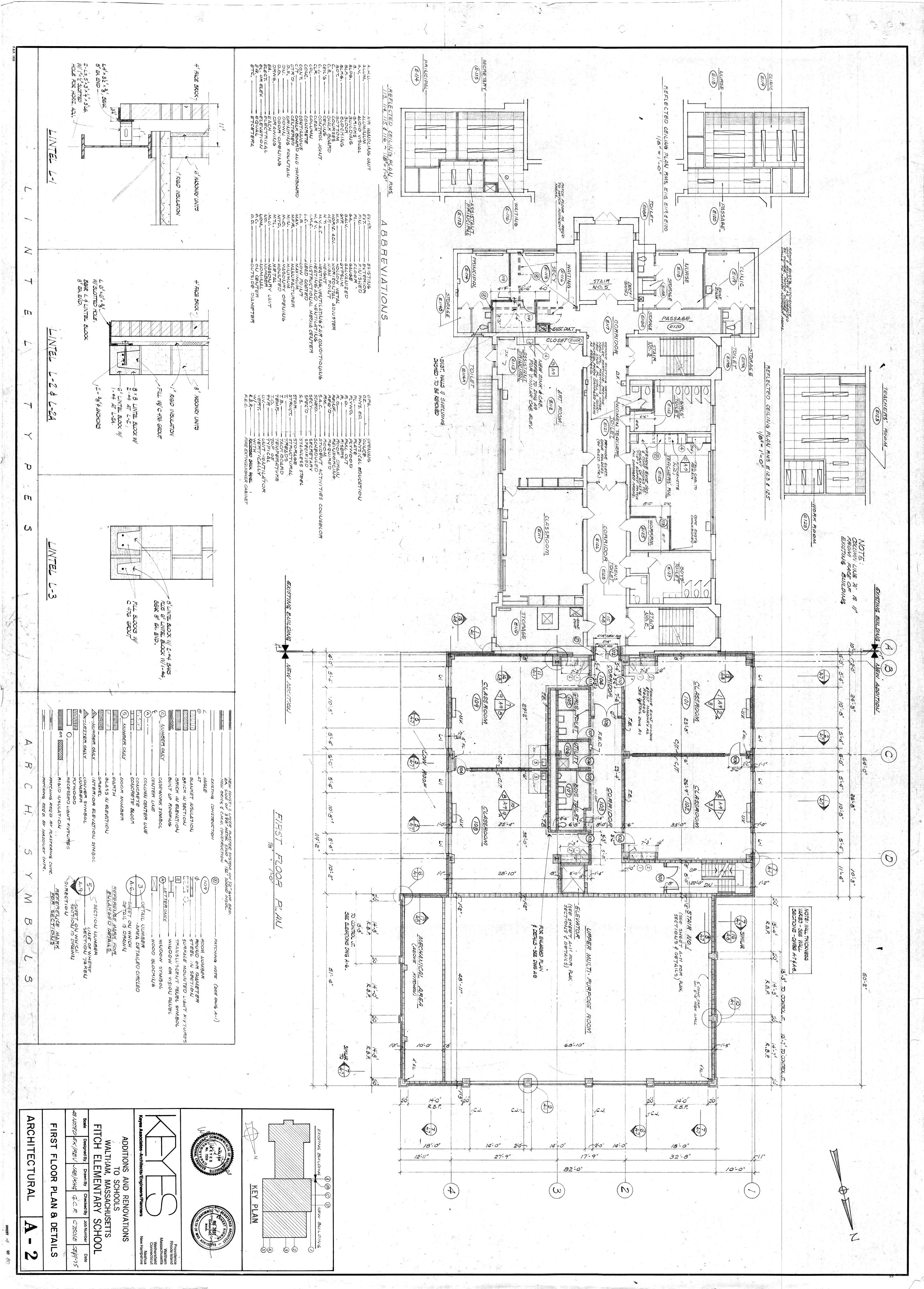
*Preliminary estimated values based on Order of Magnitude square foot costs and historically experienced costs for similar building types. A feasibility study would be required to more accurately determine probable construction costs.

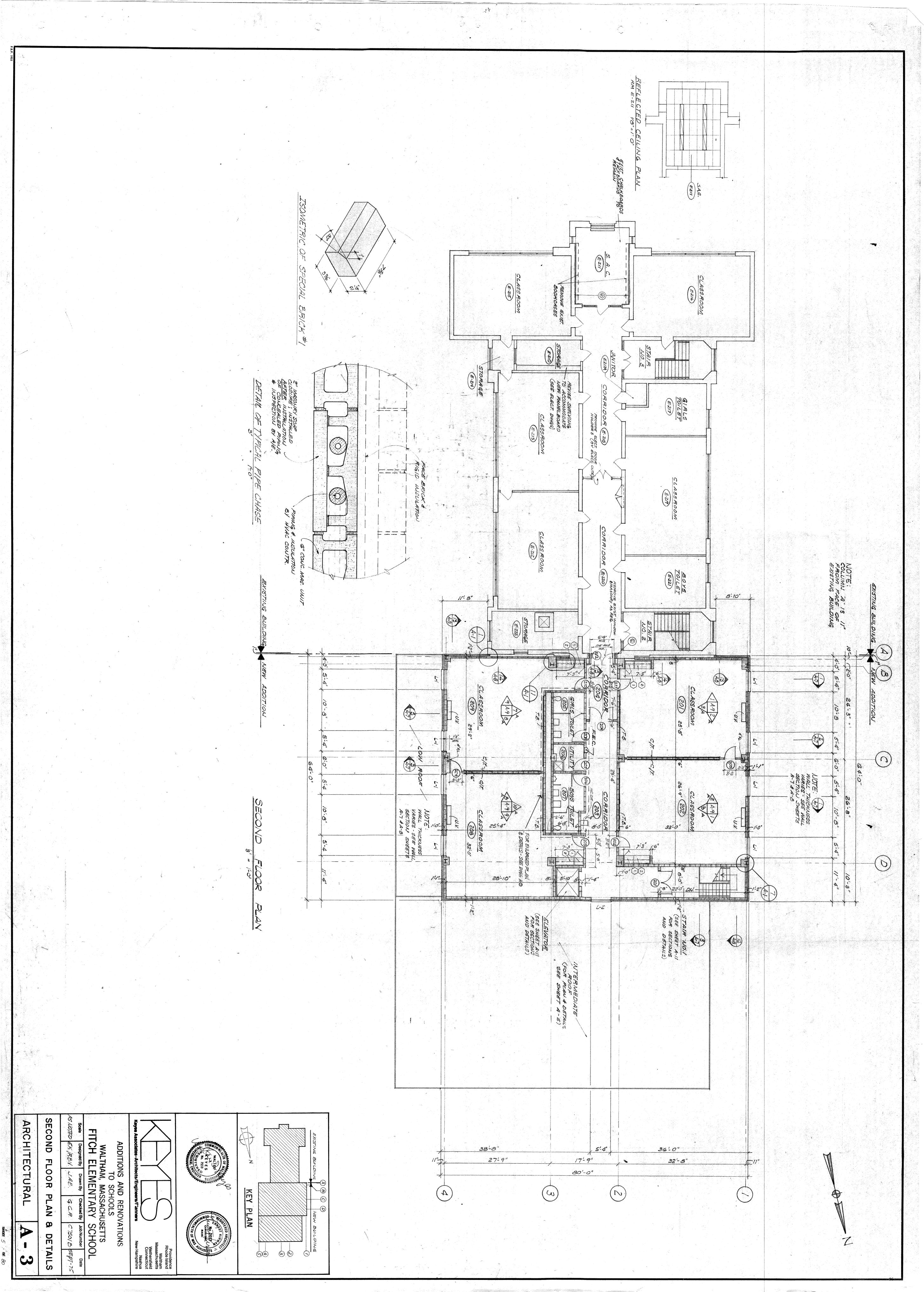


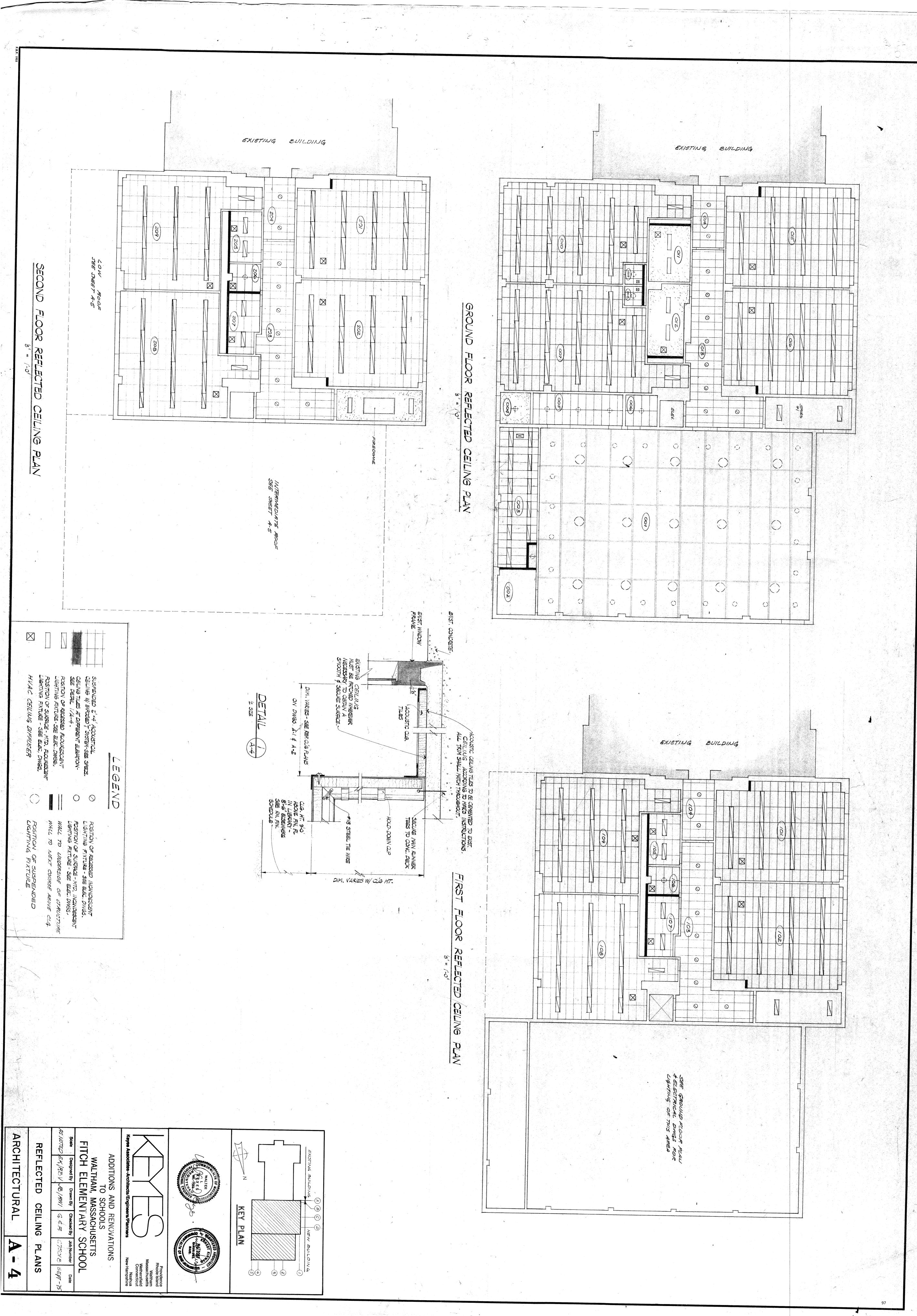
DRAWINGS

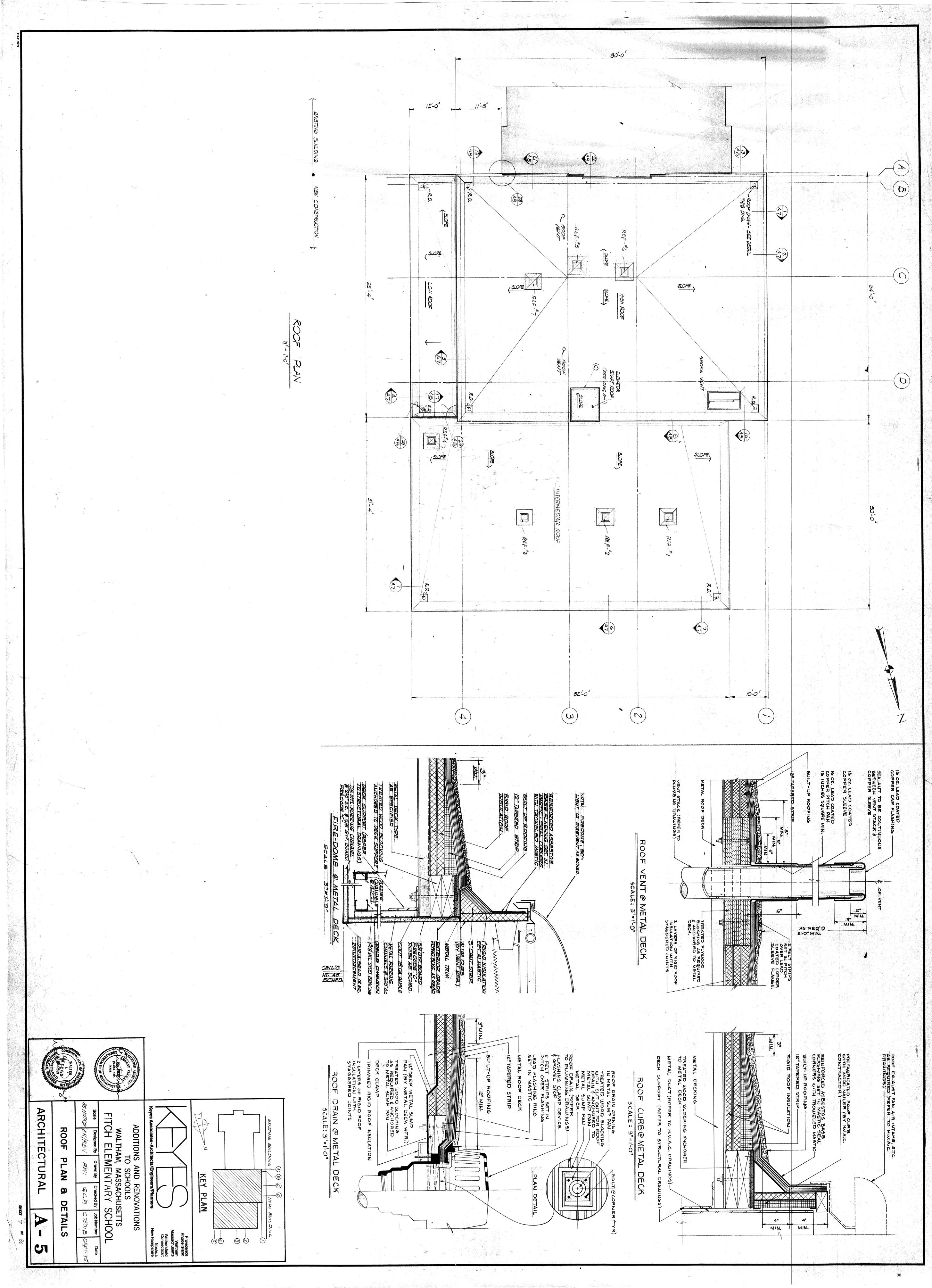


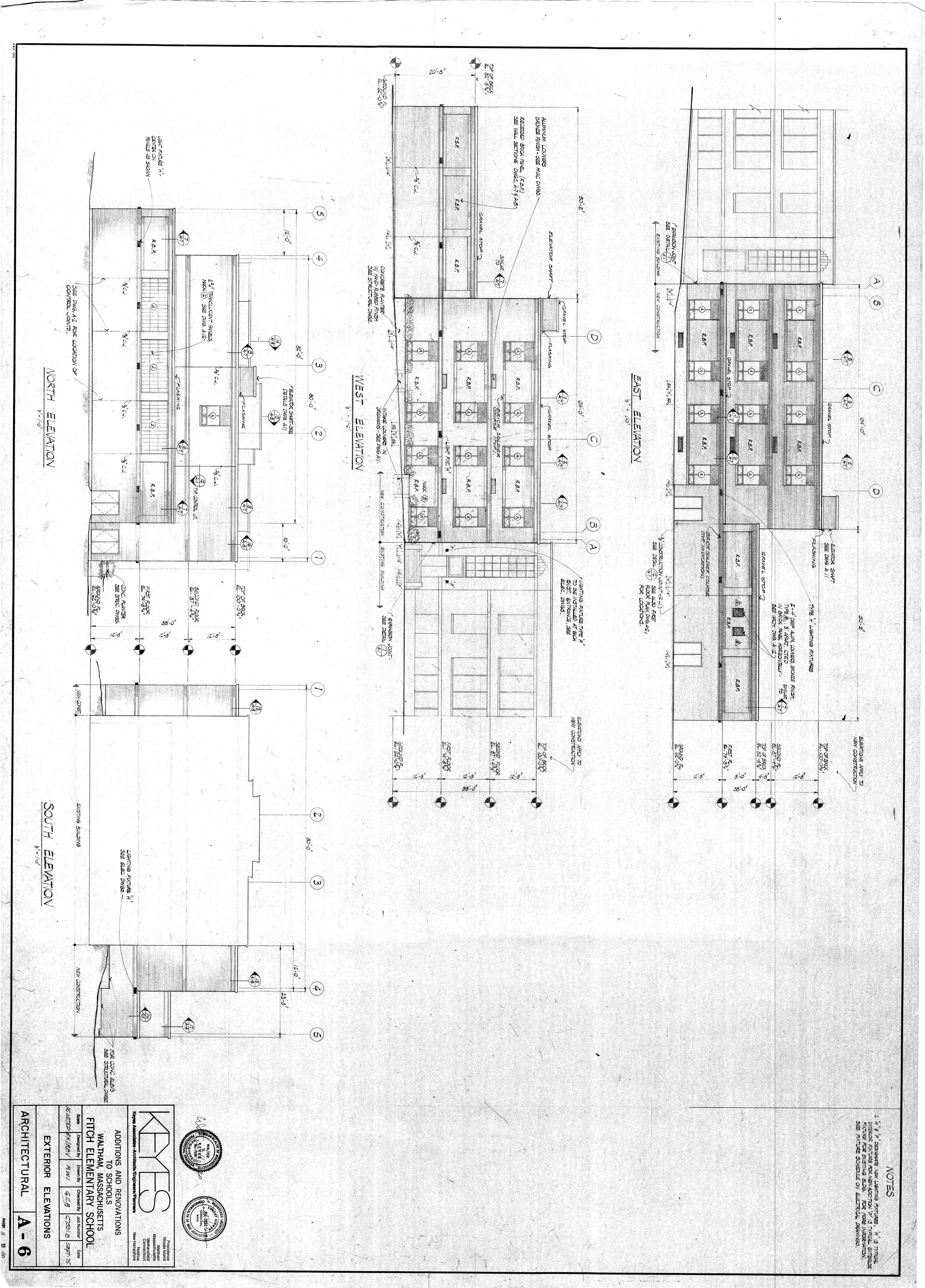


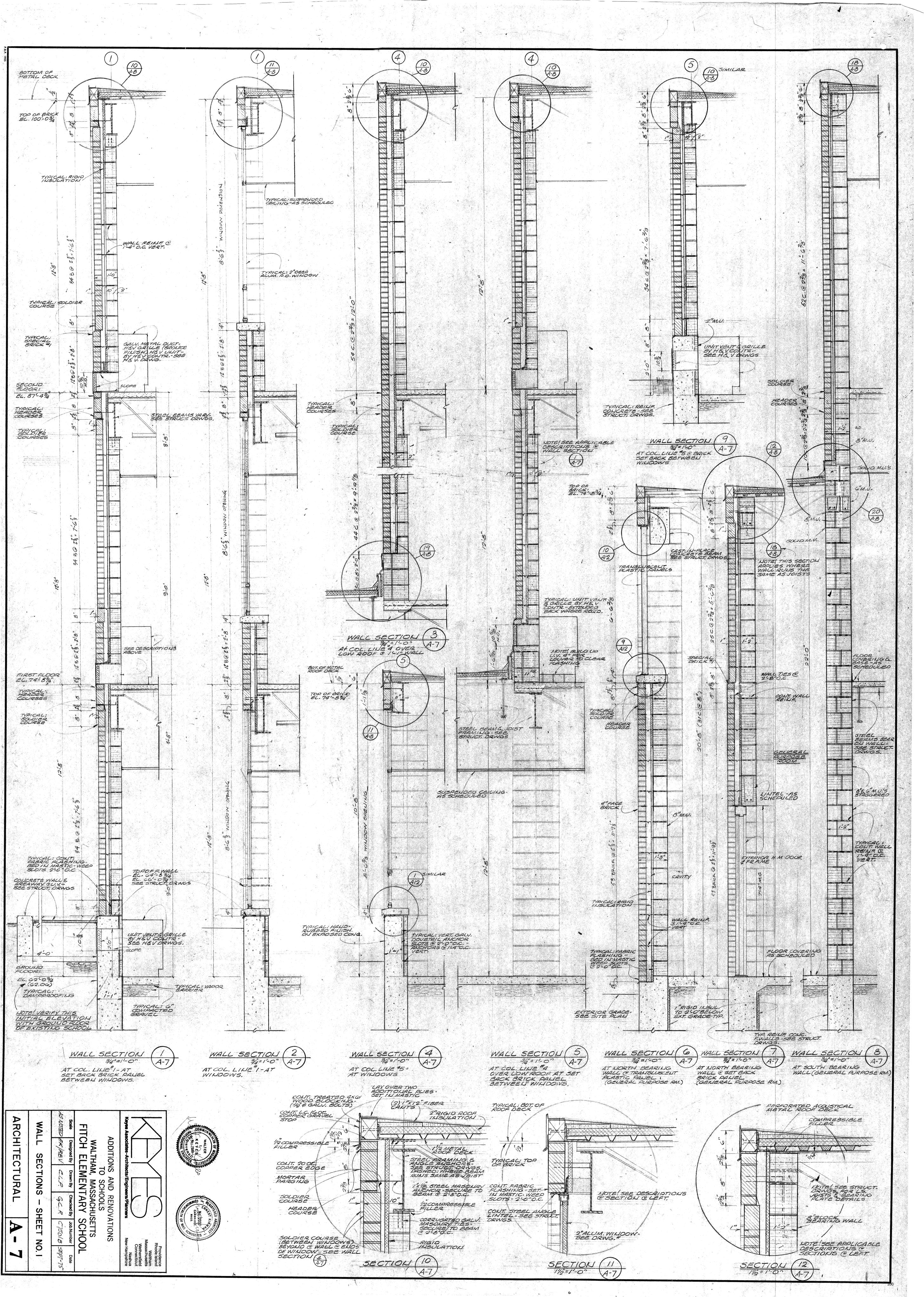


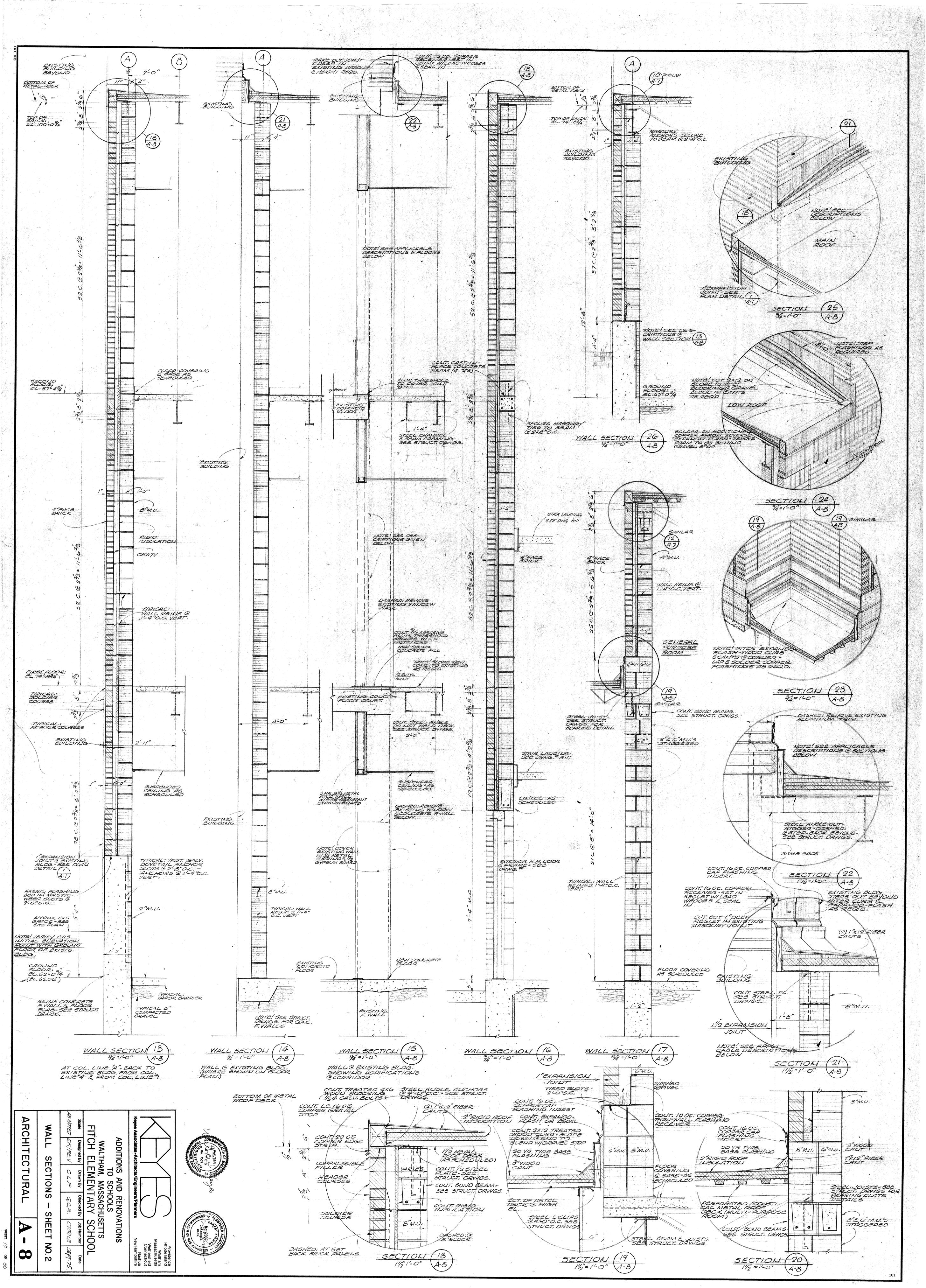


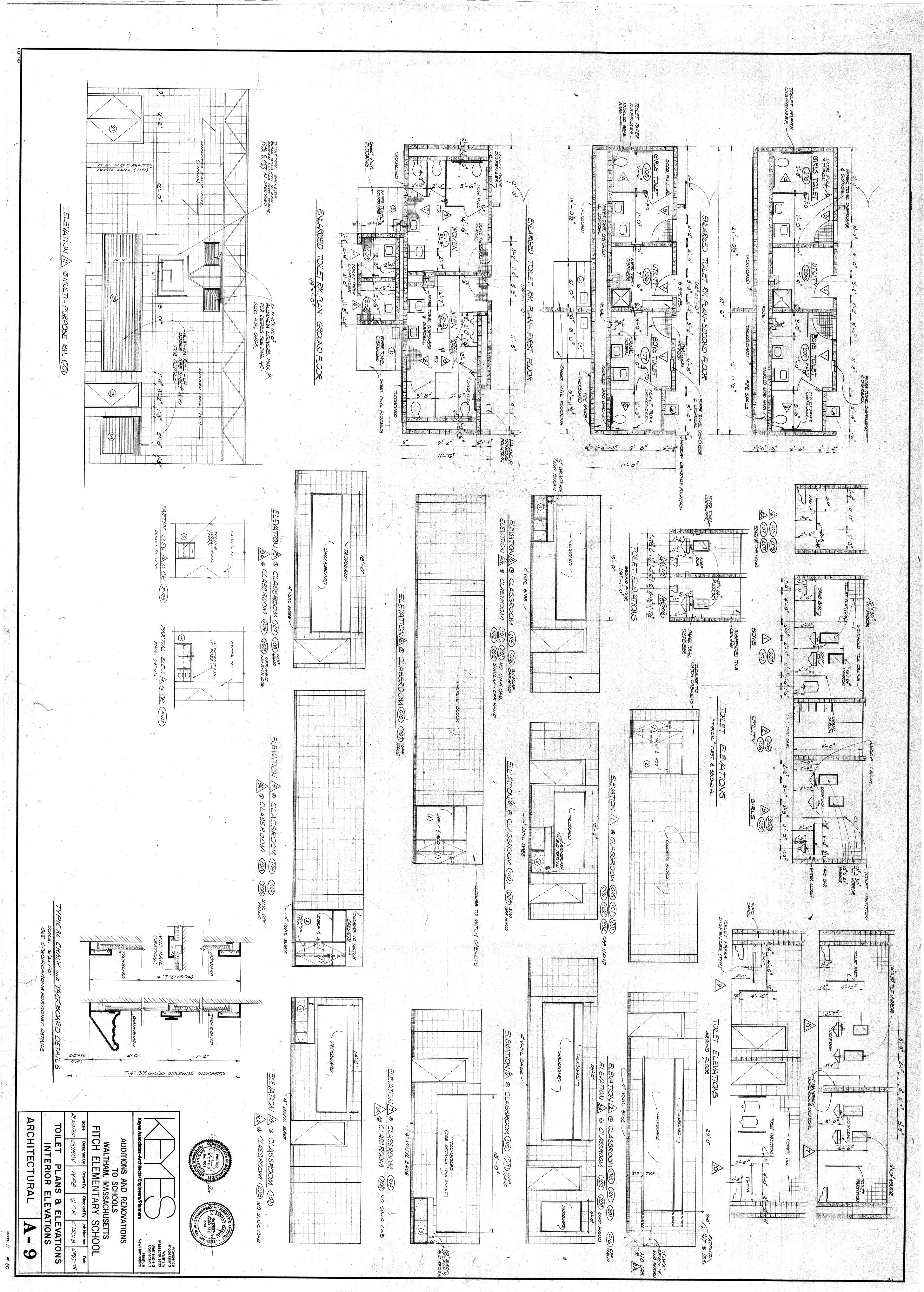


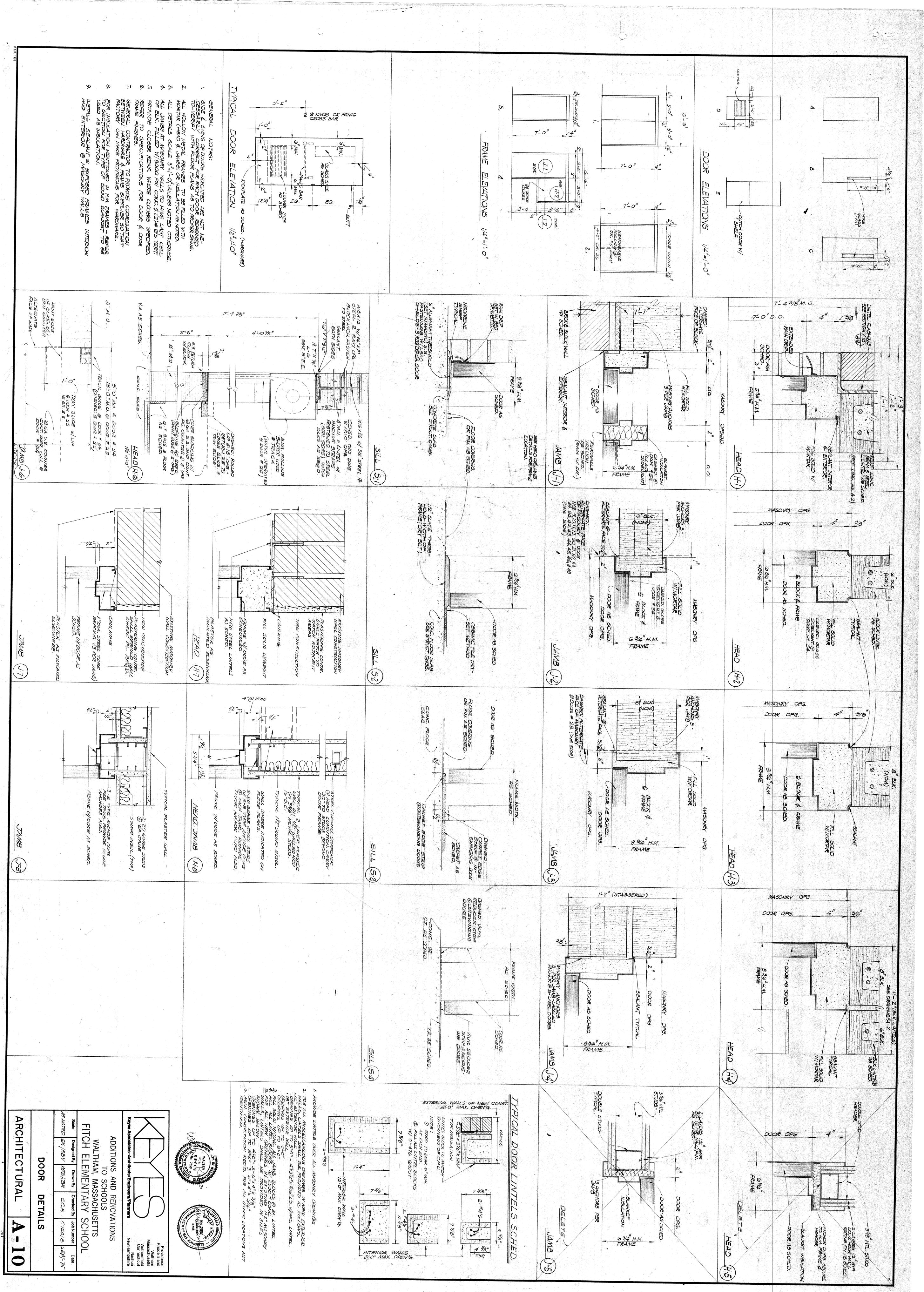


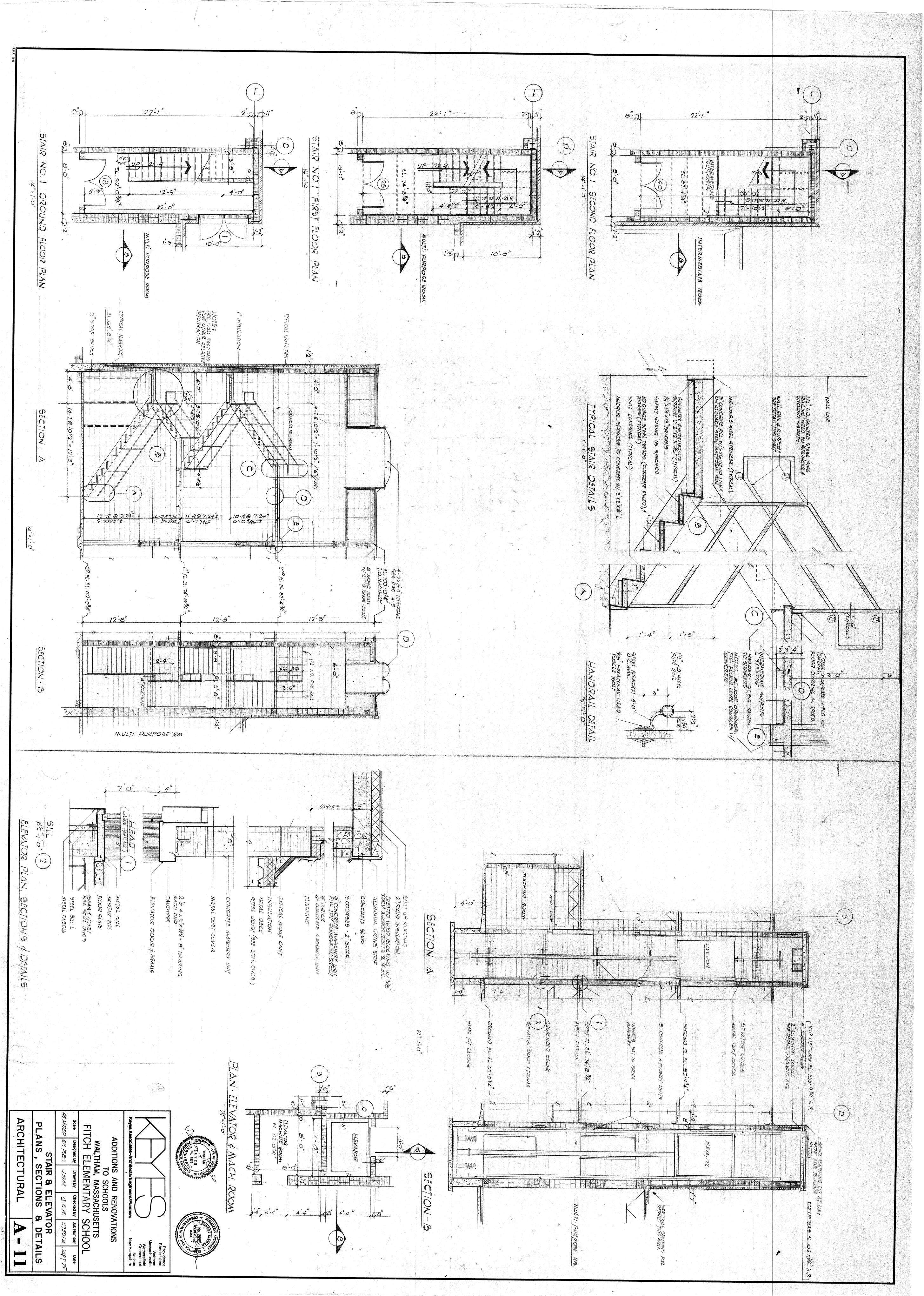


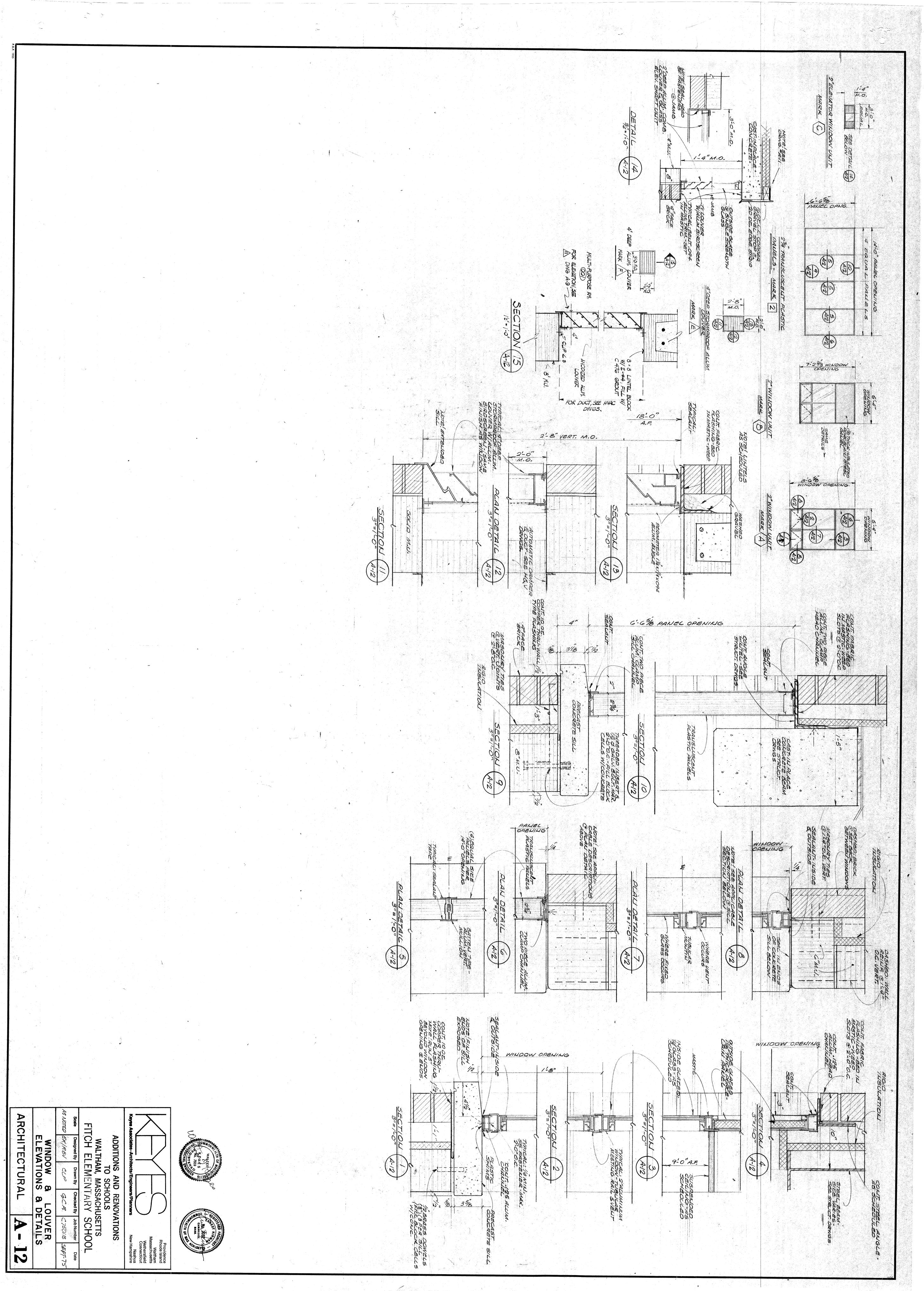


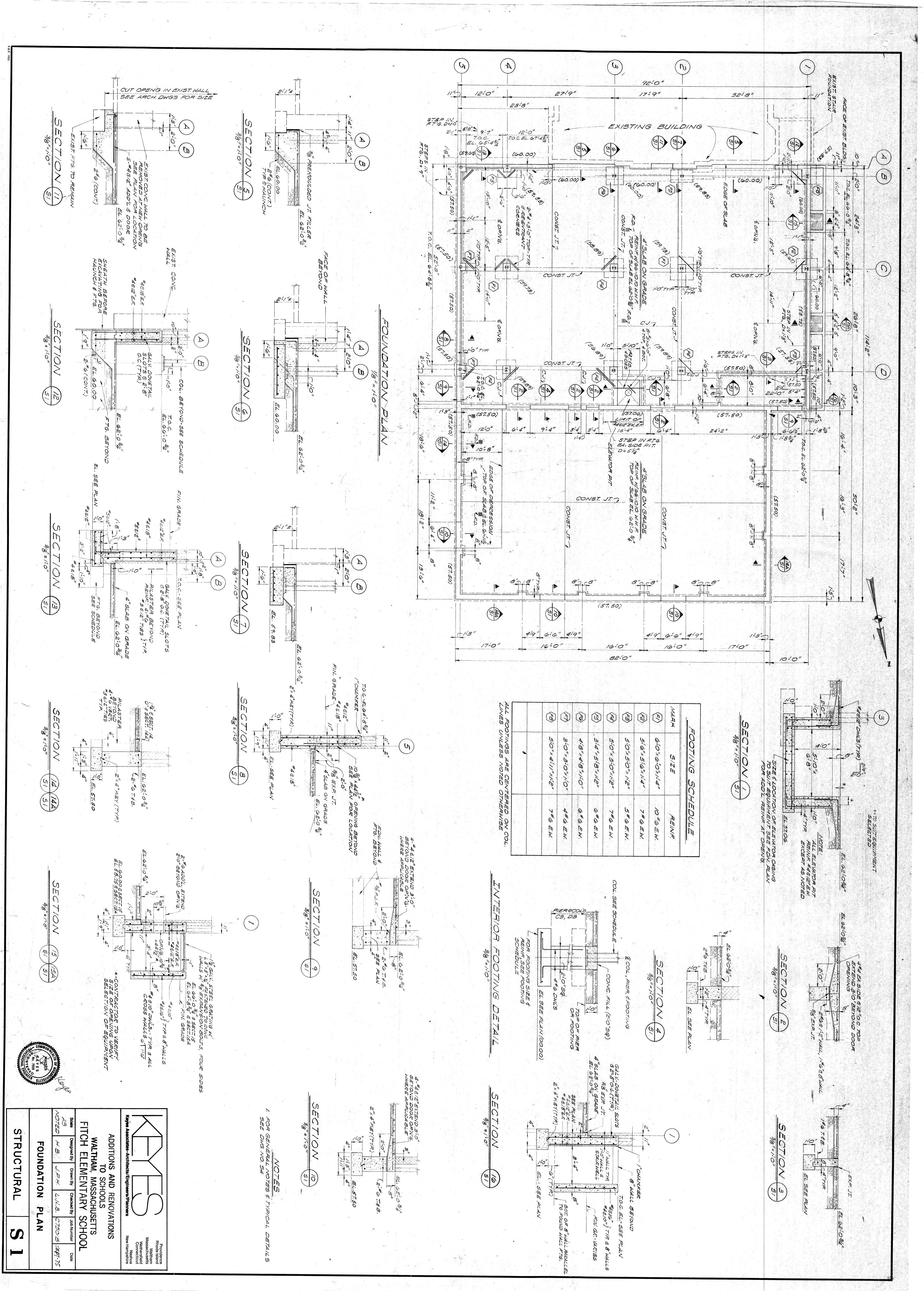


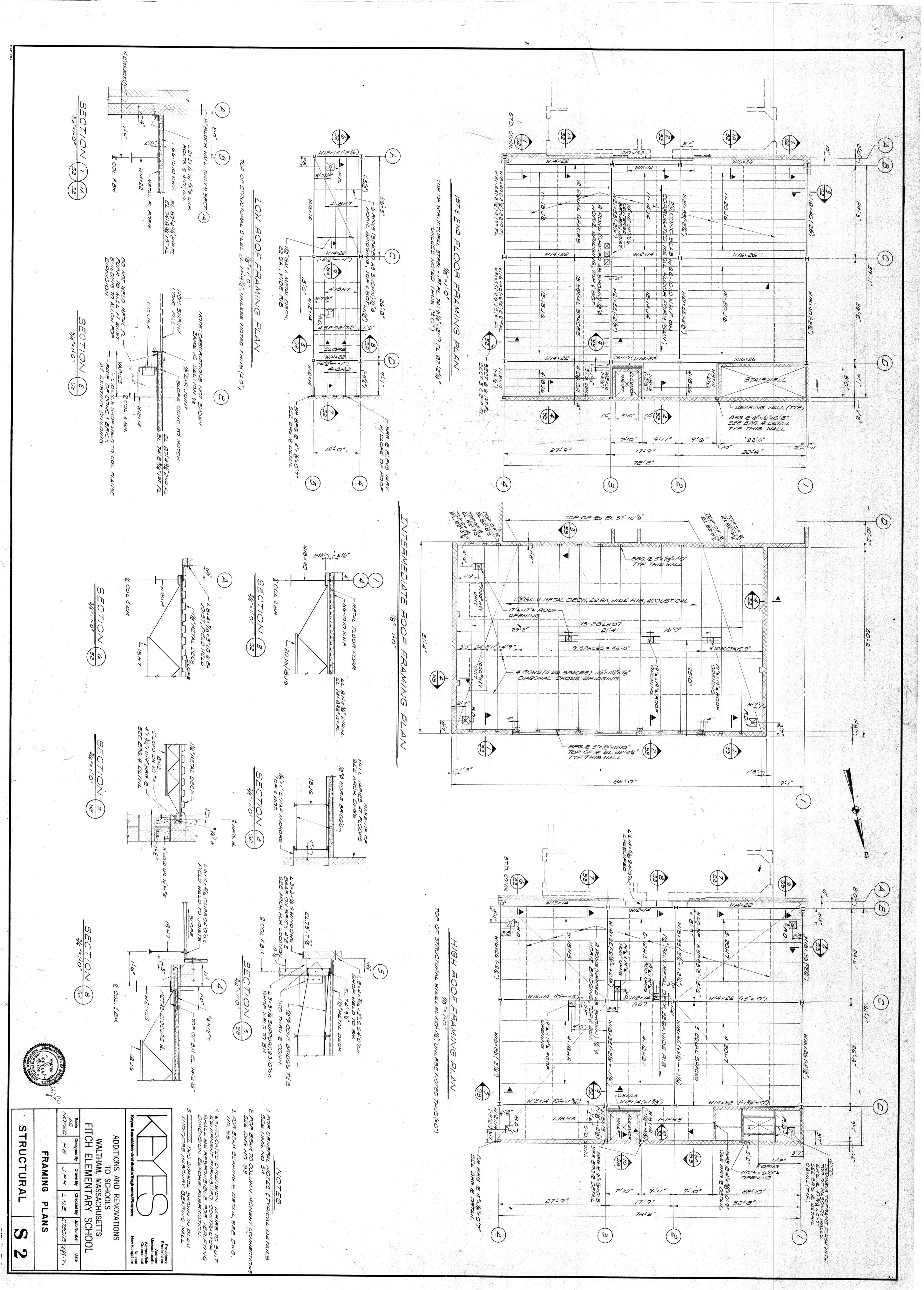


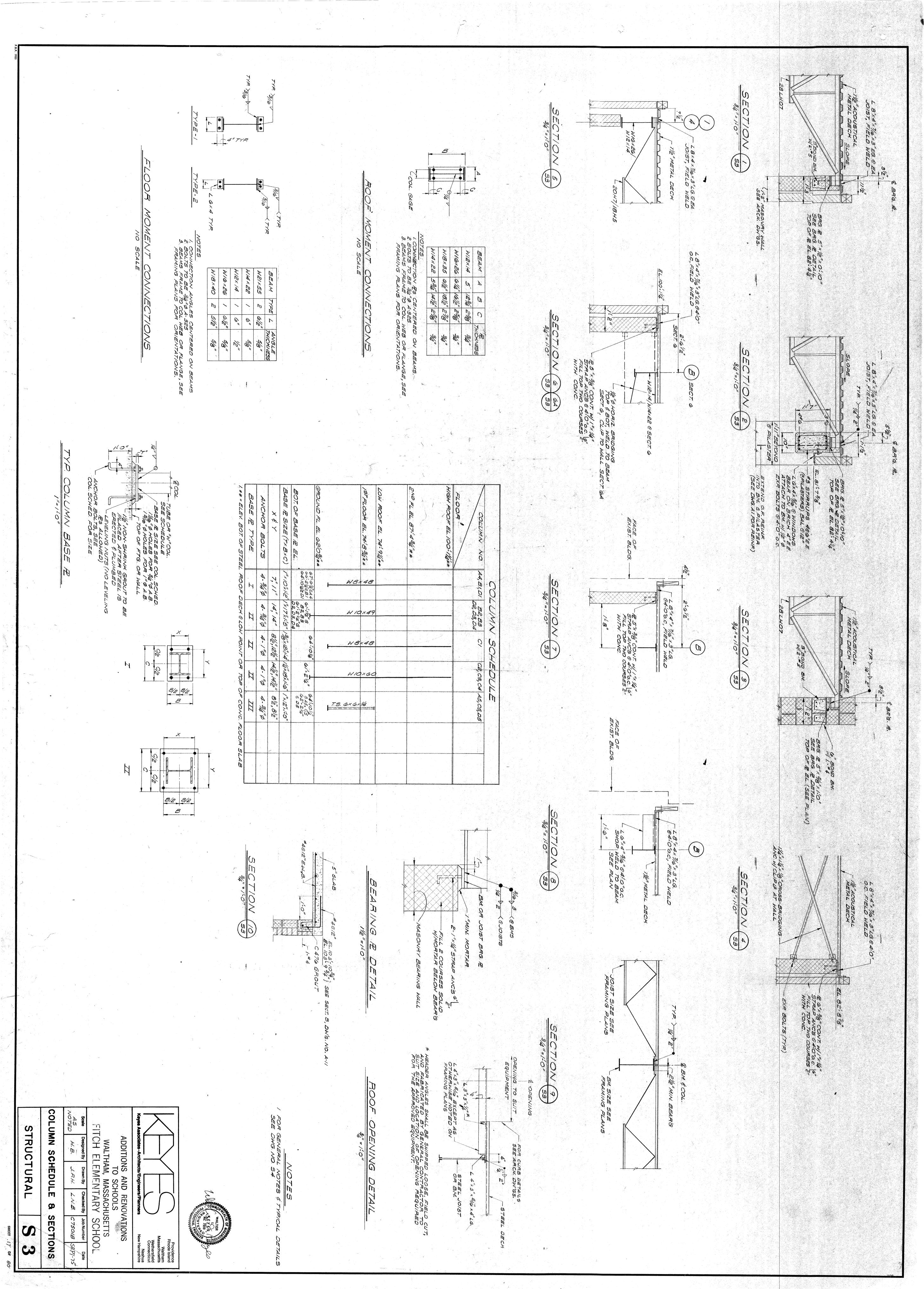












ADDITIONS AND RENOVATIONS
TO SCHOOLS
WALTHAM, MASSACHUSETTS
CH ELEMENTARY SCHOOL RUCTURAL D, I TYPICAL I II DETAILS LNB 4



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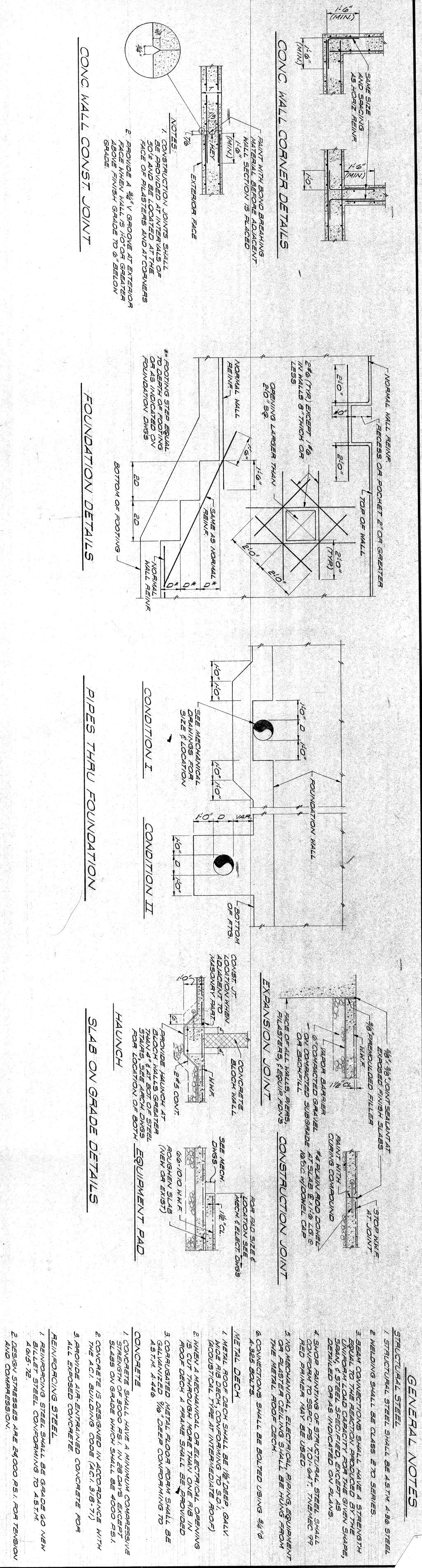
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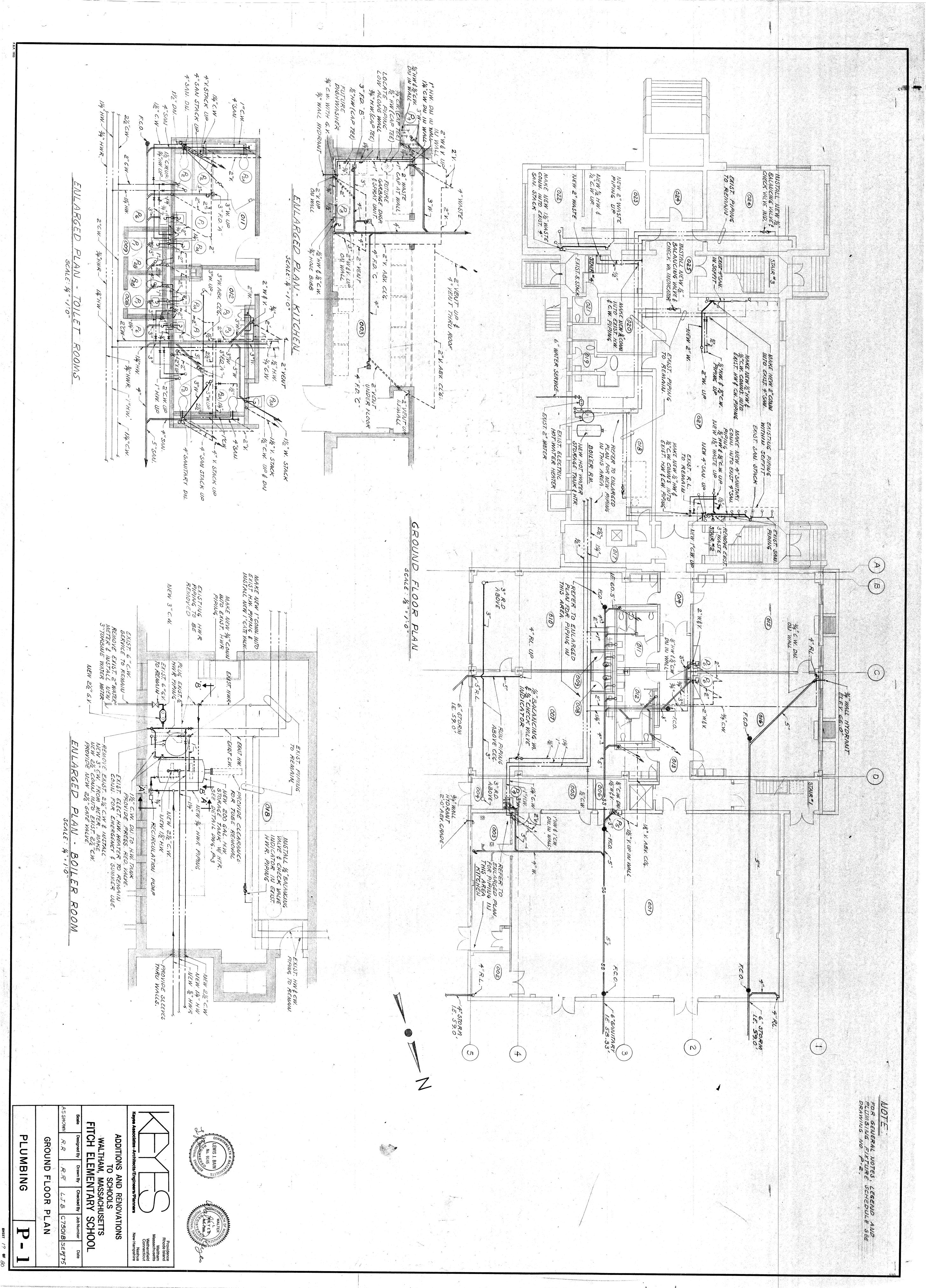
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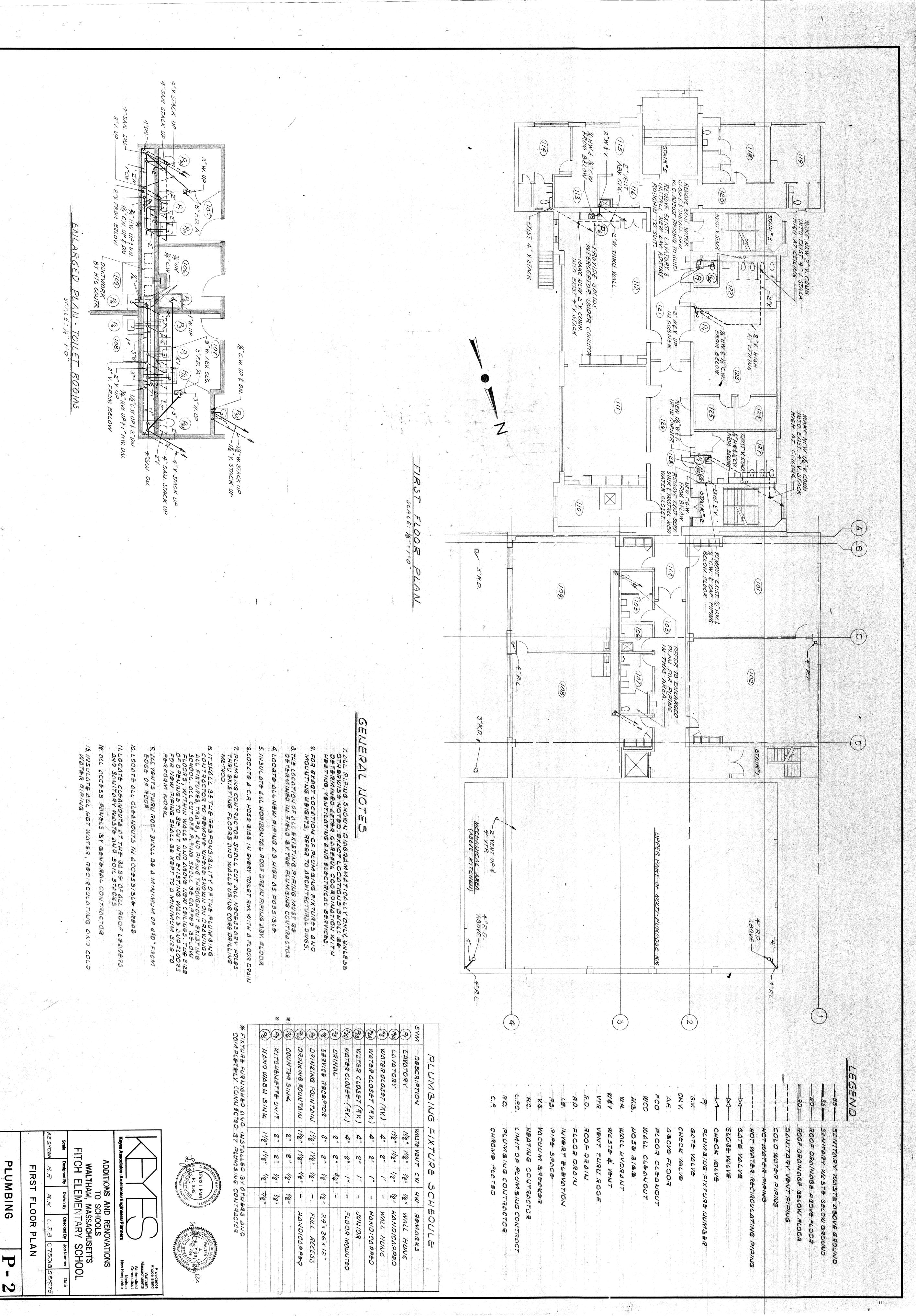
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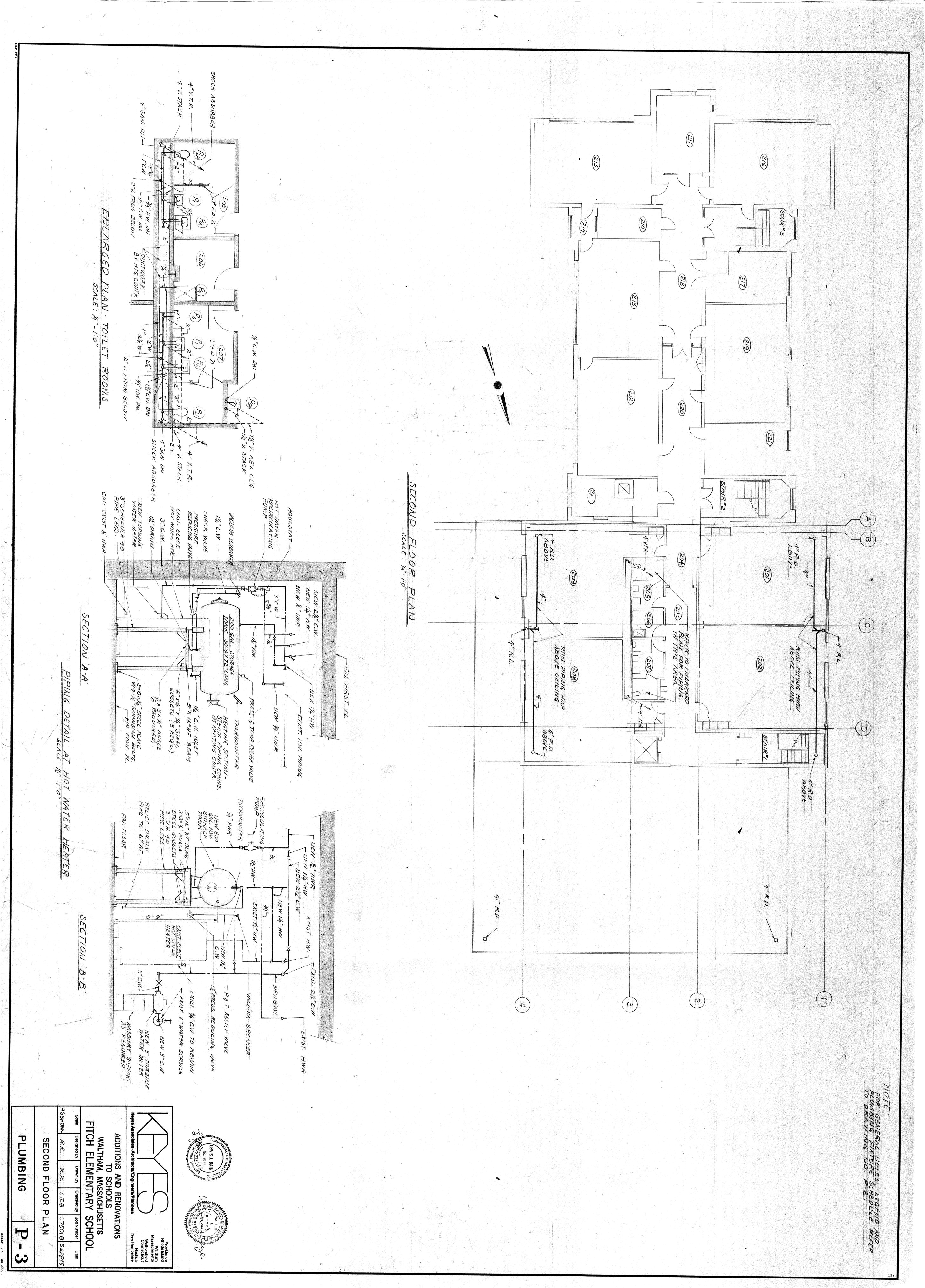
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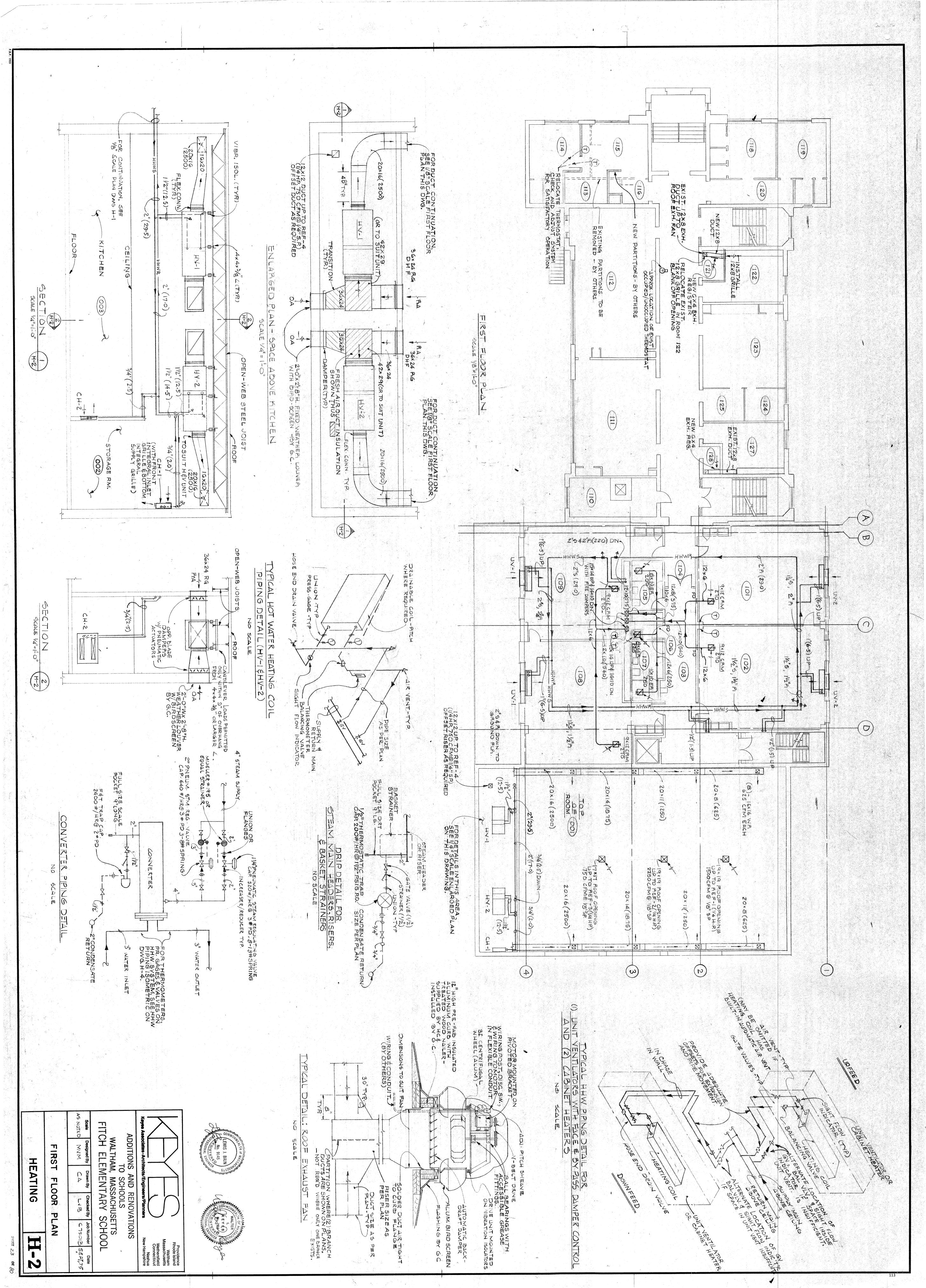


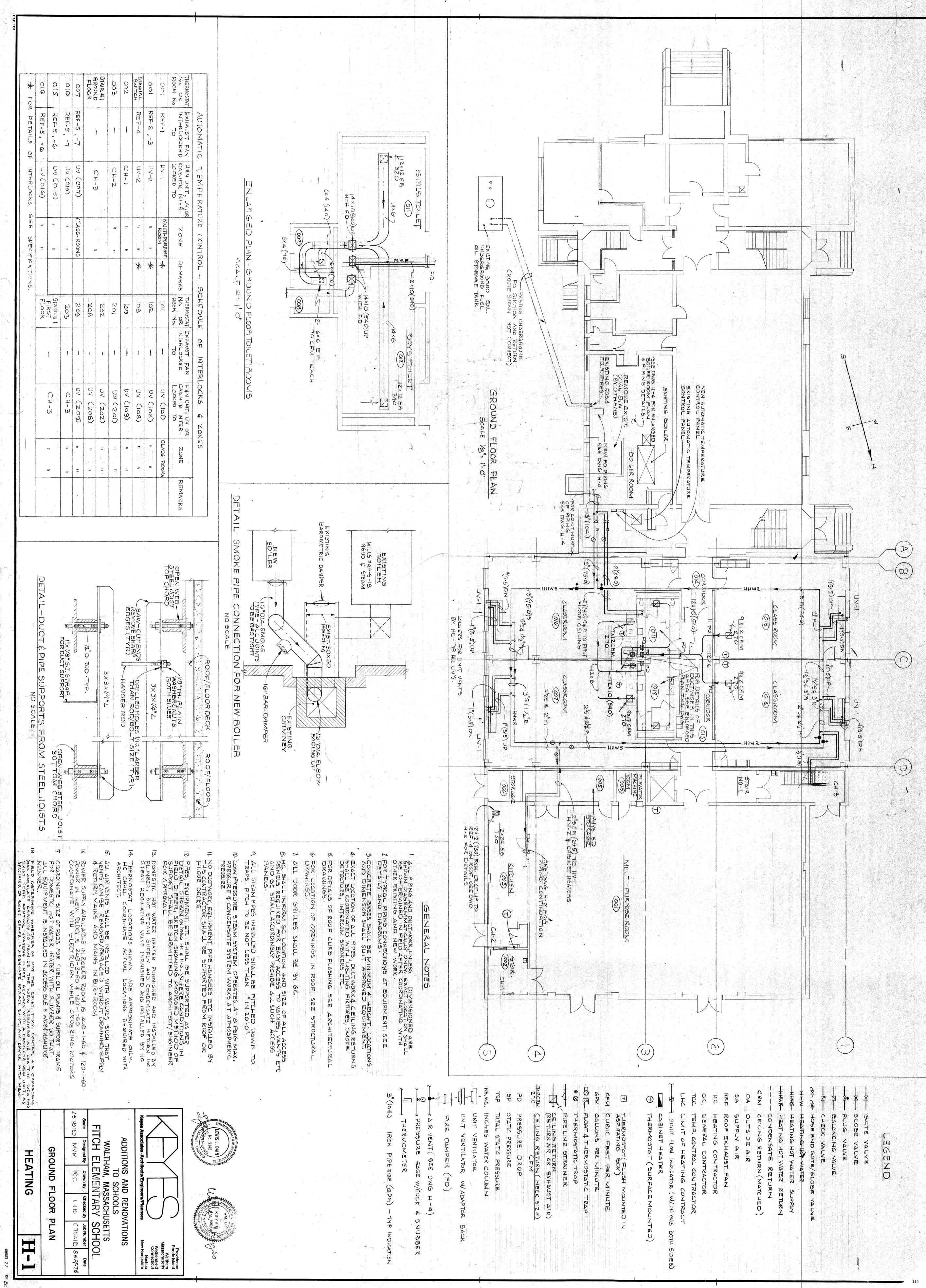


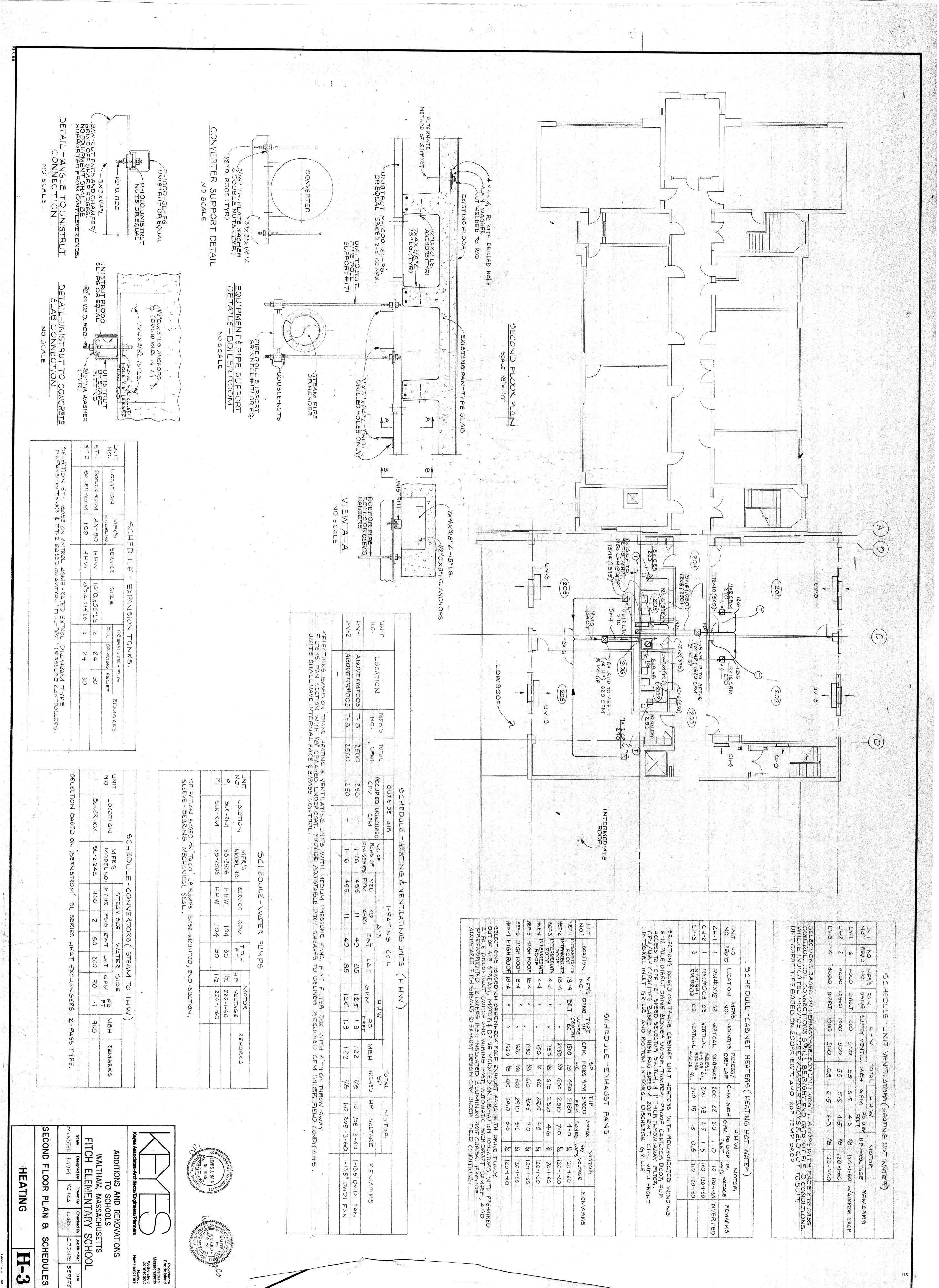


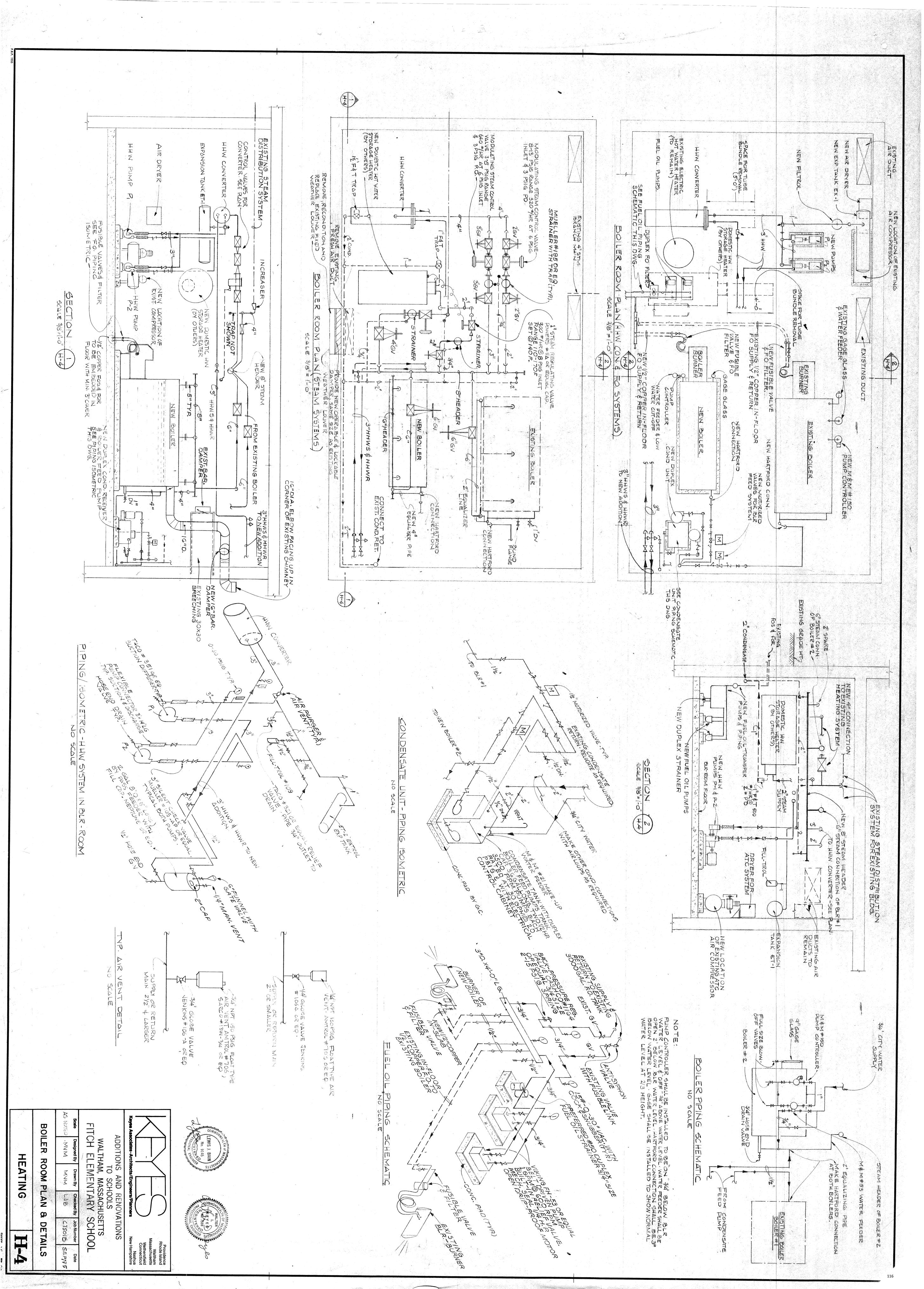
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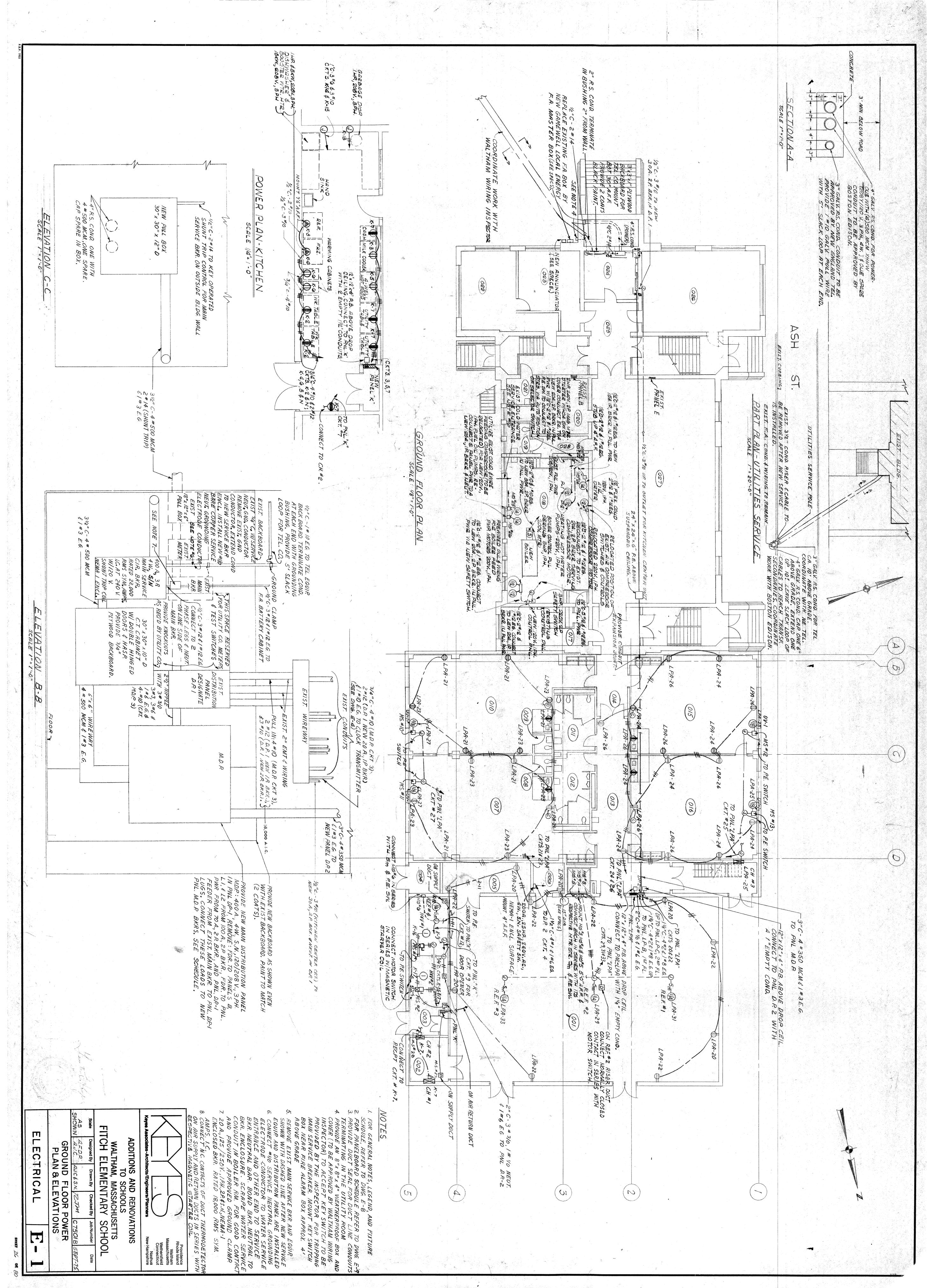


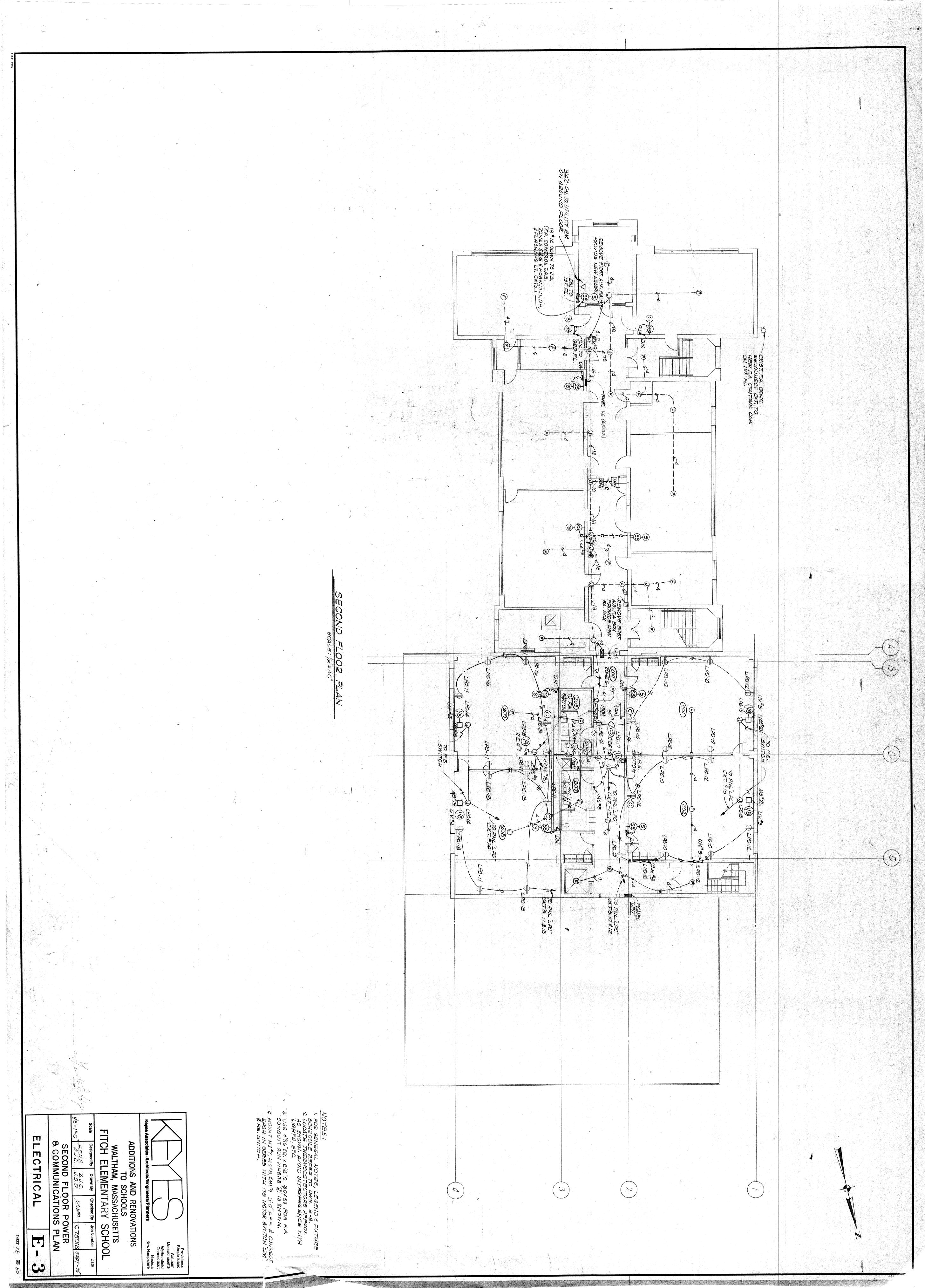


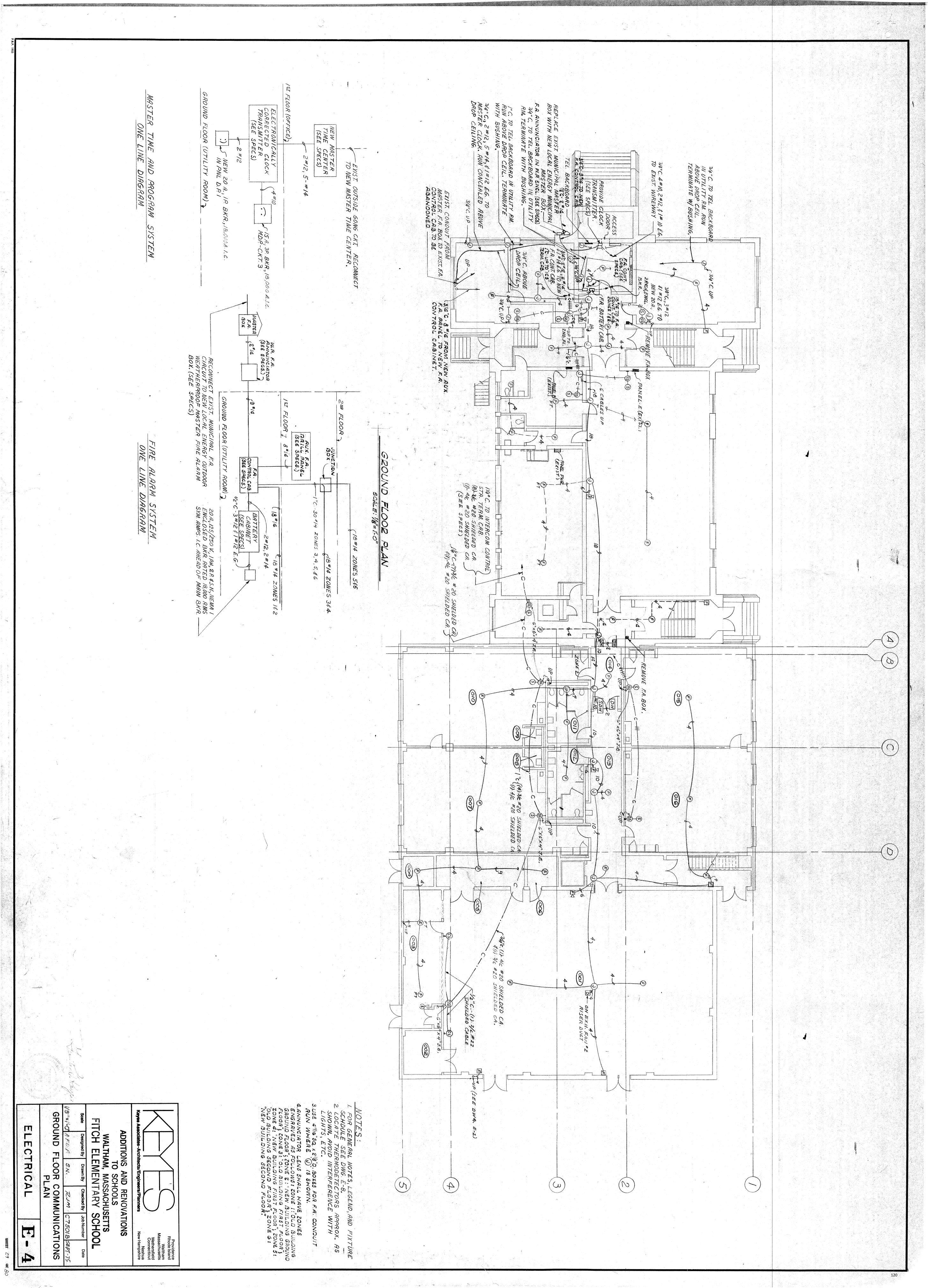


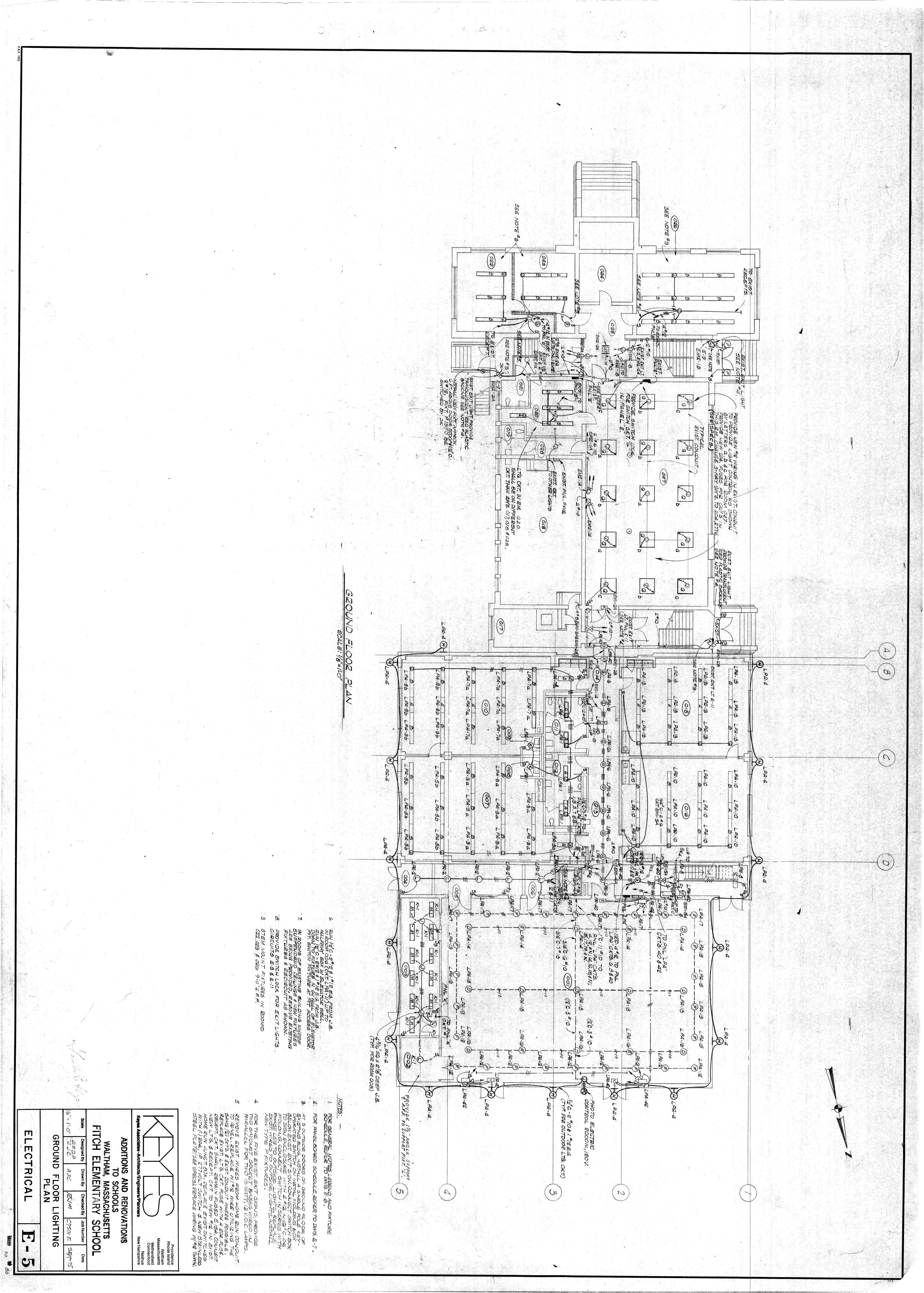


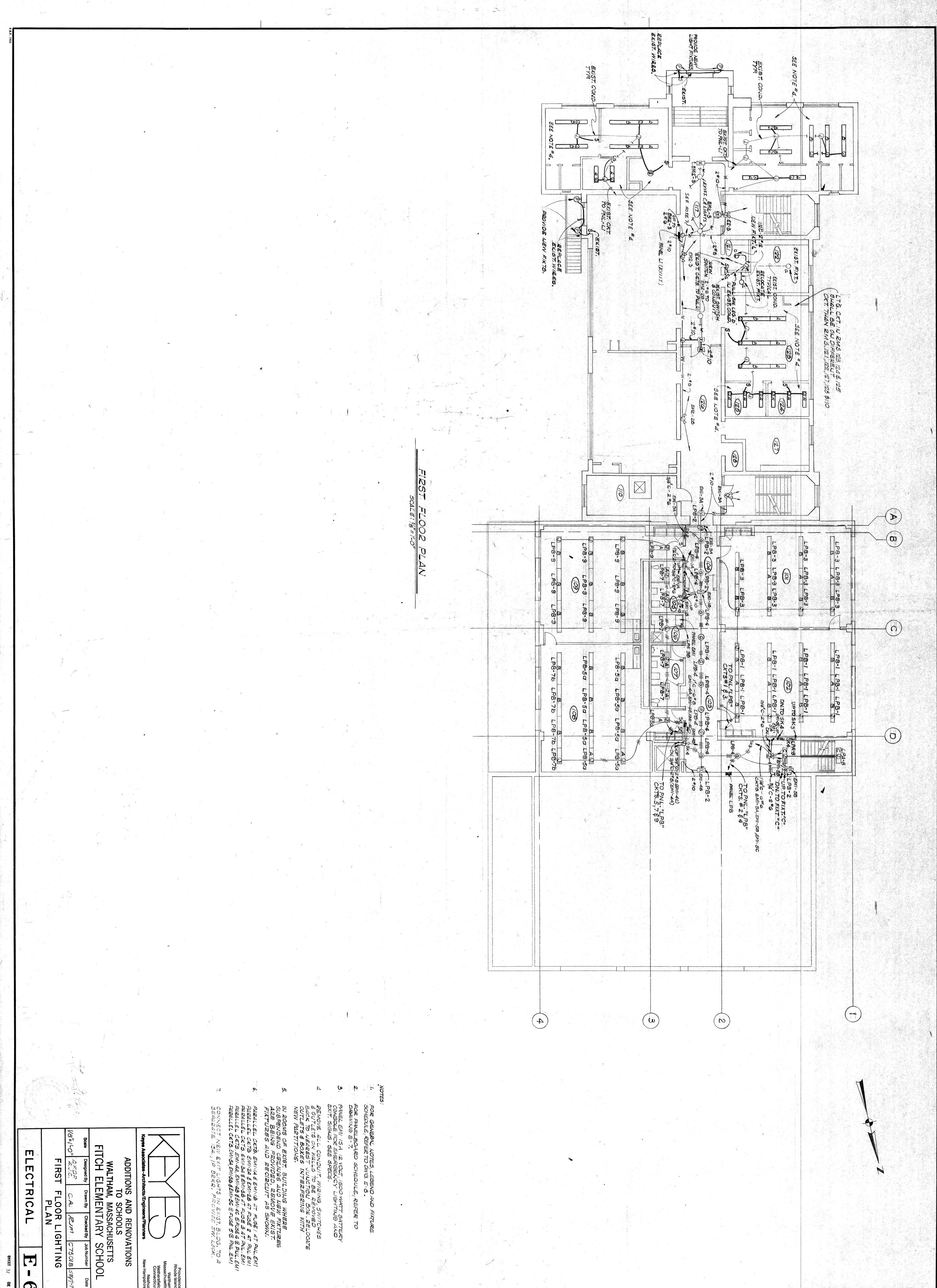
ADDITIONS AND RENOVATIONS
TO SCHOOLS
WALTHAM, MASSACHUSETTS
FITCH ELEMENTARY SCHOOL B, LEGEN ECTRICAL FIRST FLOOR POWER
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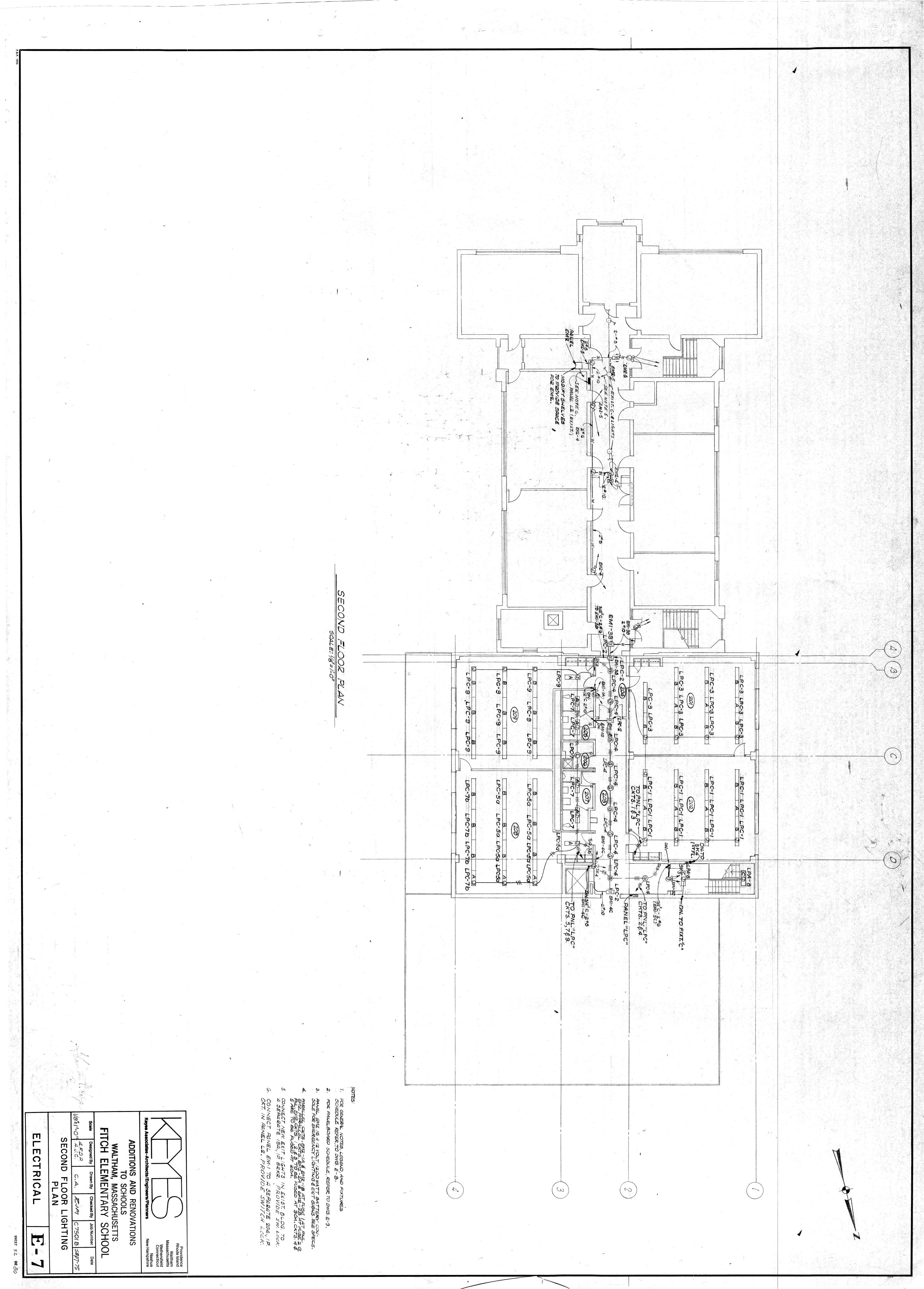












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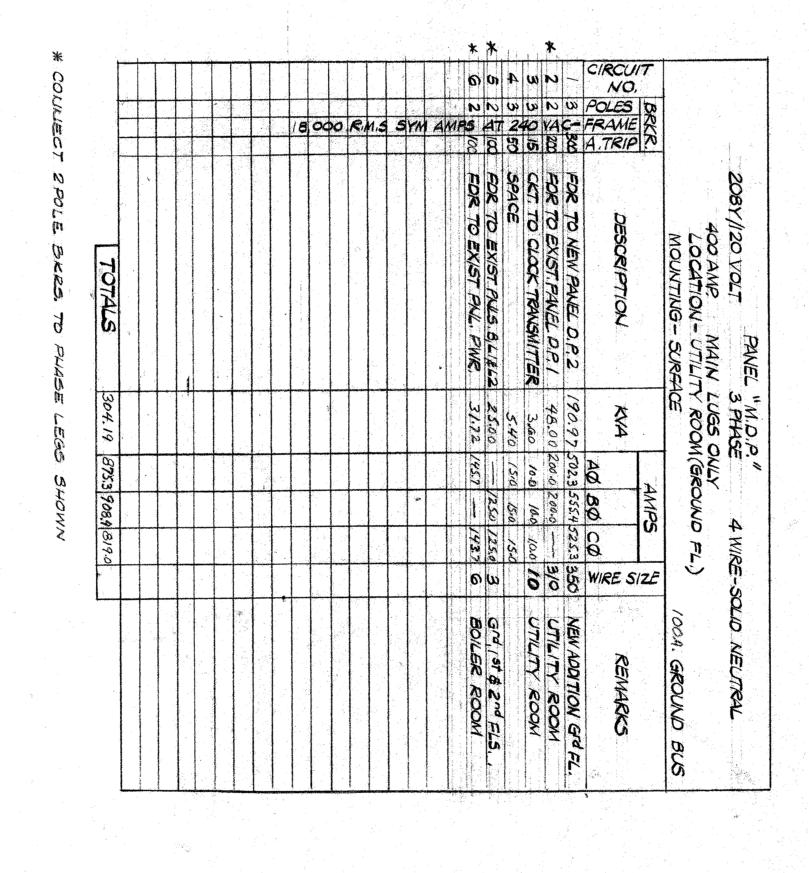
ADDITIONS AND RENOVATIONS
TO SCHOOLS
WALTHAM, MASSACHUSETTS
FITCH ELEMENTARY SCHOOL

GENERAL NOTES, LEGEND SCHEDULES

ECTRICAL H

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ELECTRICAL	PANELBOARD SCHEDULES	Scale Designed By Drawn By Checked By Job Number Date A F D.P. W.B. アル州 C 75018 Sを作って	WALTHAM, MASSACHUSETTS FITCH ELEMENTARY SCHOOL	ADDITIONS AND RENOVATIONS	Wethersfield Connecticut Nashua Planners New Hampshire	Rhode Island Waltham Wassachusetts



CIRCUIT NO.

> MAIN LUGS ONLY -CORRIDOR (27 FLOOR) - FLUSH

1.92
2.00
1.82
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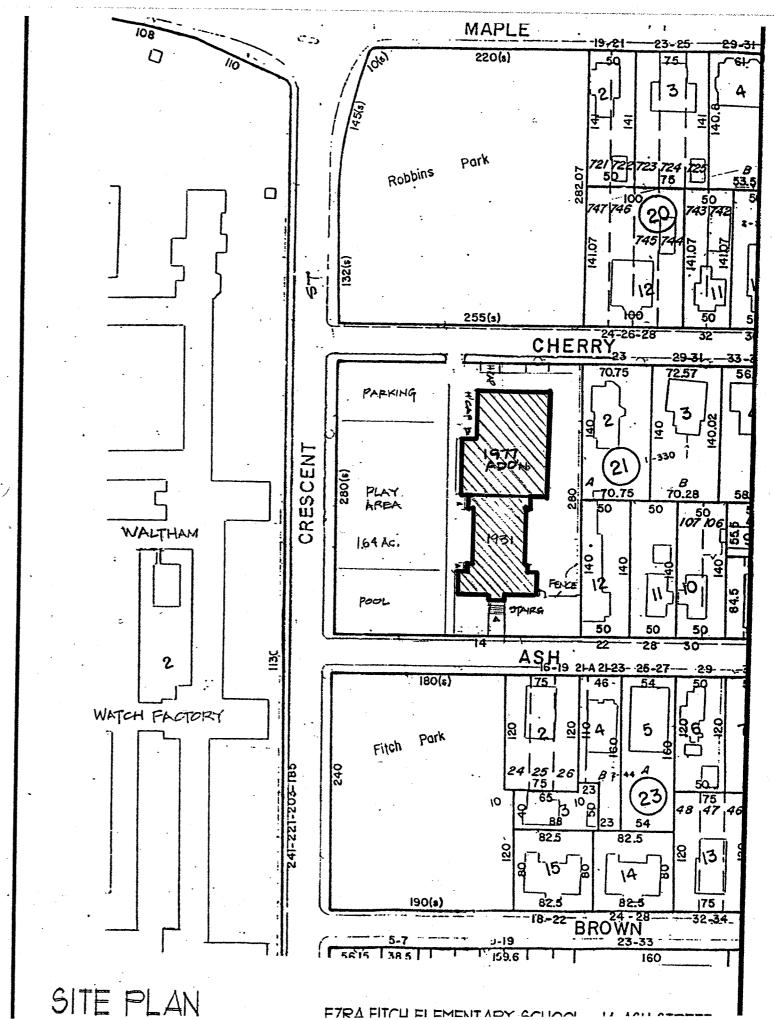
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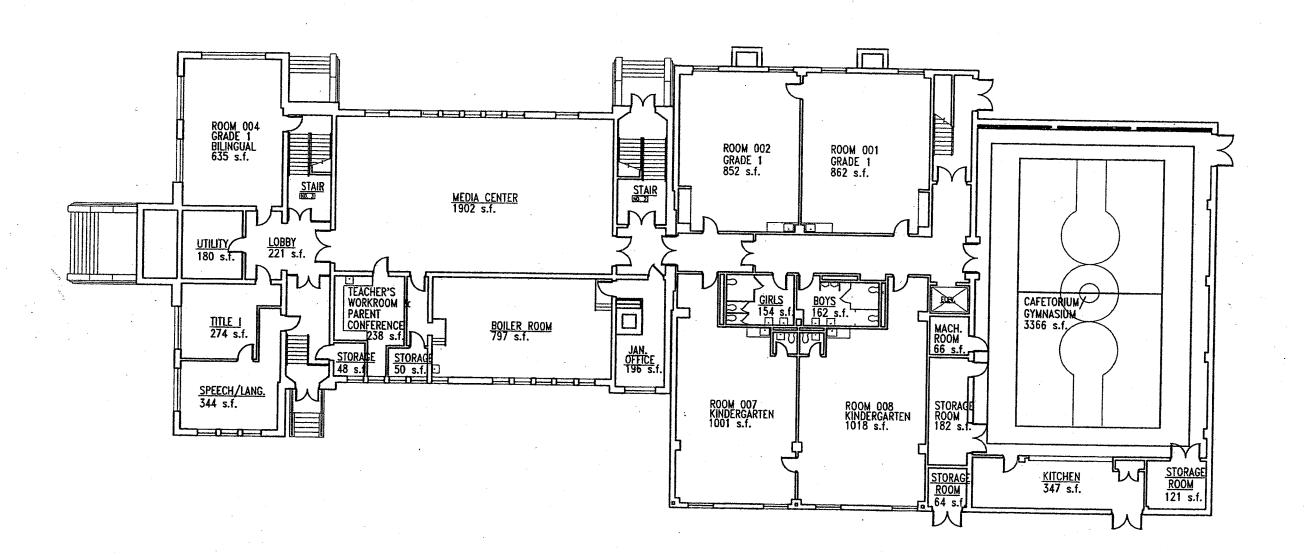
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Ezra C. Fitch Elementary School

KEYES ASSOCIATES, LLP

ARCHITECTS/ENGINEERS/PLANNERS
144 Moody Street, Bldg. #24 Waltham, MA. 02453

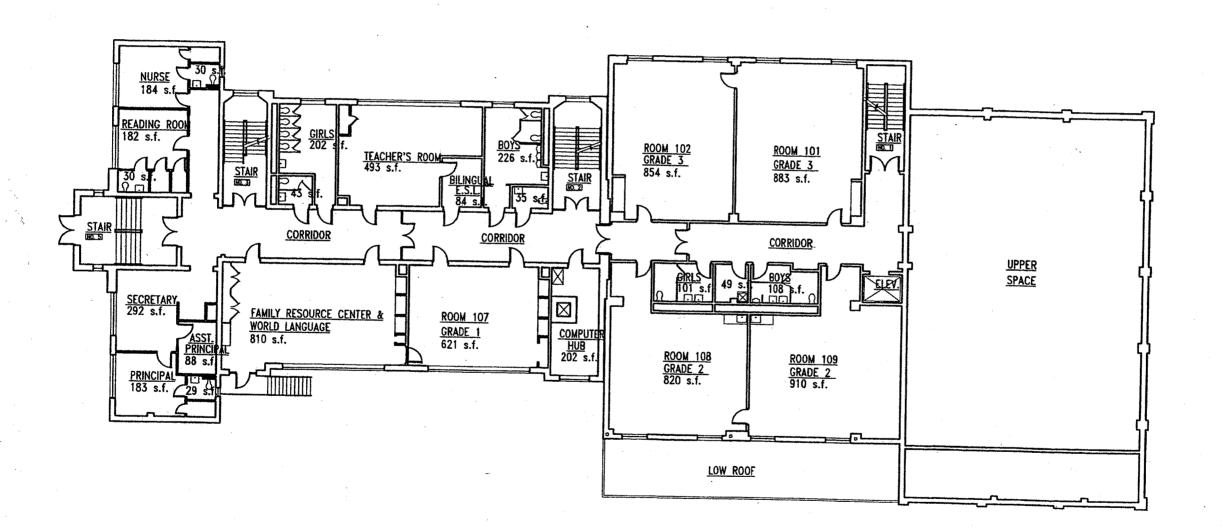




FITCH ELEMENTARY GROUND FLOOR



C9709.00



FITCH ELEMENTARY
FIRST FLOOR



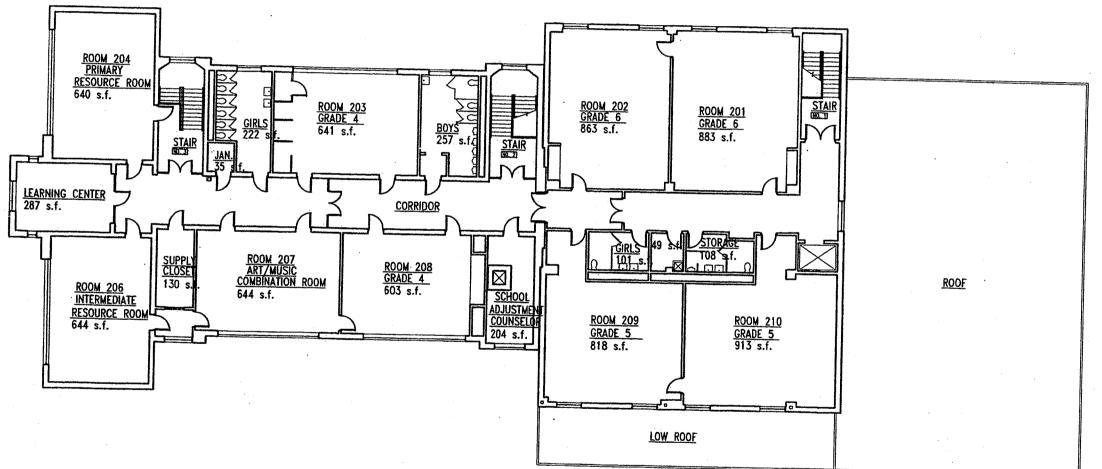


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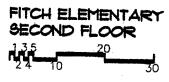
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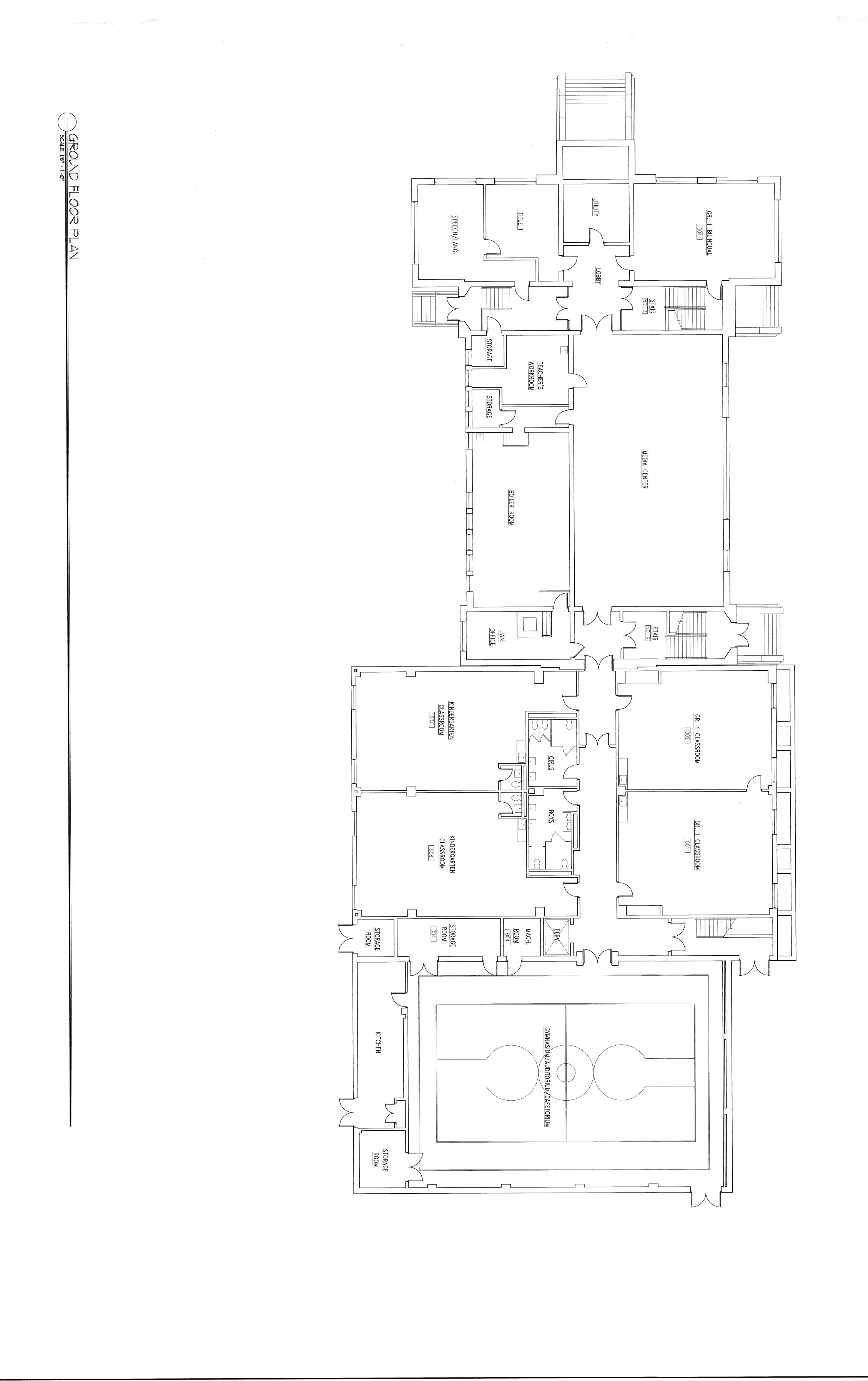


Keyes Associates LLP SCALE.
Authors
Authors
Engineers
Painters
France Planters





7-20-98



GROUND FLOOR PLAN FLOOR—1

SCALE 1/8" = 1'
DESIGNED XXXX

DRAWN AJB
CHECKED MD
FILE NAME FITCH-A1
PLOTTED 9-12-97
ISSUE DATE XXXX
JOB NO. C9709.00

ARCHITECTURAL

FITCH ELEMENTARY
SCHOOL

WALTHAM, MA

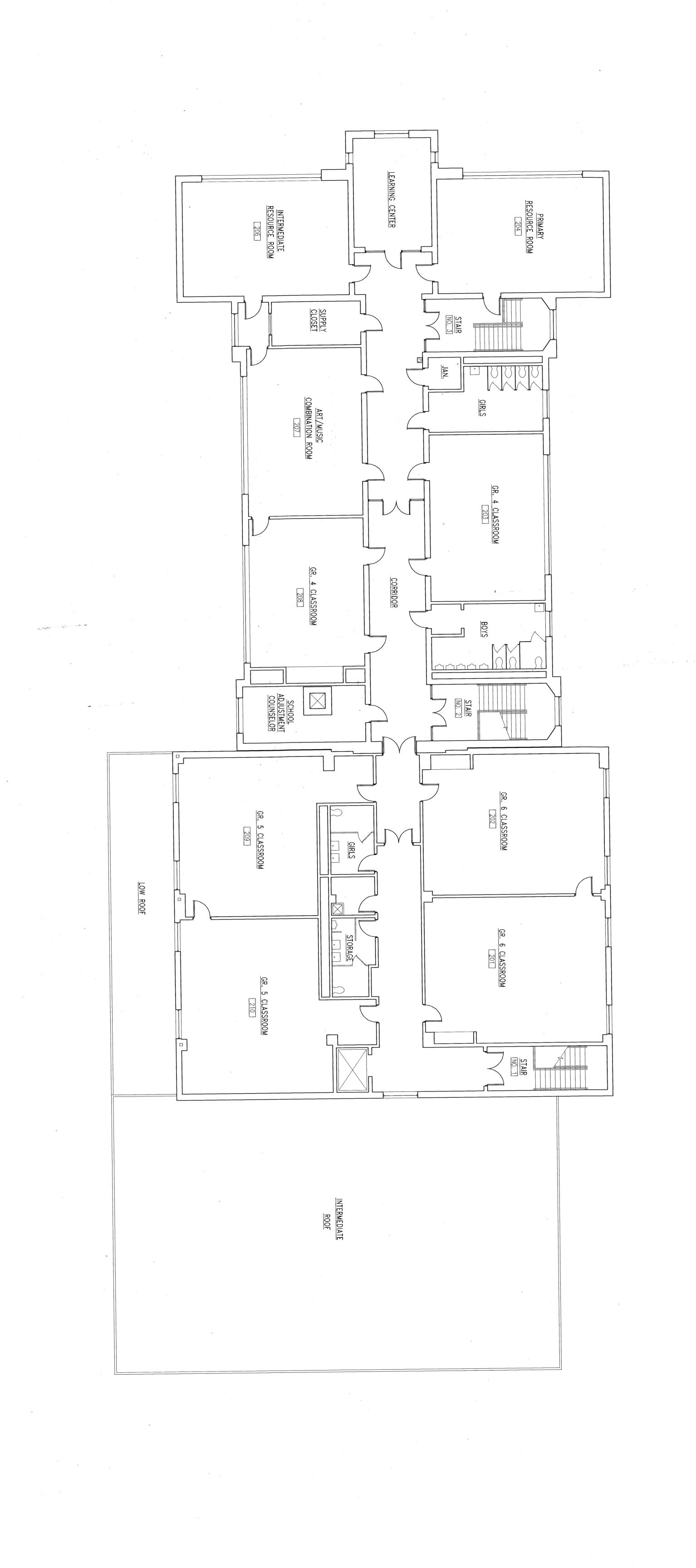
No. Date Description
Revisions

10 Ash St The Old Fitch School

KEYES ASSOCIATES, LLP

architecture engineering environmental interior design planning

Providence RI Wethersfield CT Waltham MA Nashua NH



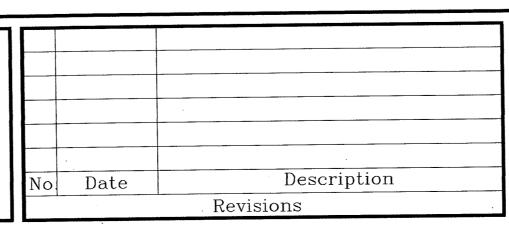
SECOND FLOOR PLAN FLOOR—3

SCALE 1/8" = 1'
DESIGNED XXXX

DRAWN AJB
CHECKED MD
FILE NAME FITCH-A3
PLOTTED 9-12-97
ISSUE DATE XXXX
JOB NO. C9709.00

ARCHITECTURAL

FITCH ELEMENTARY
SCHOOL
WALTHAM, MA

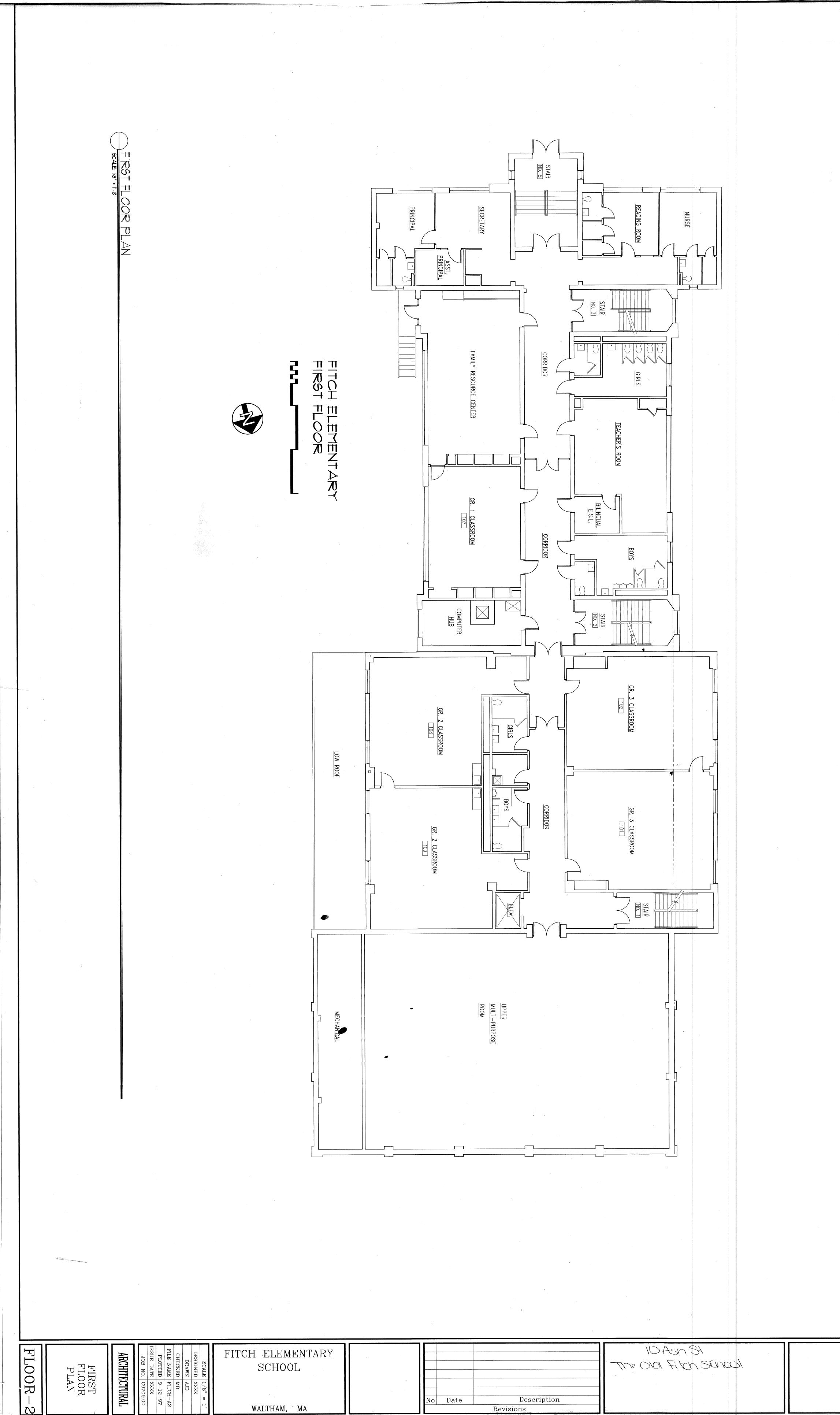


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