

THE CITY OF WALTHAM
MASSACHUSETTS

PURCHASING DEPARTMENT

**Design for a New Traffic Signal
at the Intersection of
Hamlin Rd., Joyce Rd., and High Street, 2018**

ADDENDUM NO. 2

June 21, 2018

CHANGES, CORRECTIONS AND CLARIFICATIONS

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications. The items set forth herein, whether of omission, addition, substitution or clarification are all to be included in and form a part of the proposal submitted.

THE NUMBER OF THIS ADDENDUM (NO. 2) MUST BE ACKNOWLEDGED IN SECTION PRICE SHEET.

ITEM 1: DELETE and REPLACE

DELETE the current Article 4 Paragraphs 4.1, 4.2, 4.3, 4.4 and **REPLACE** with the ones attached here.

ITEM 2: DELETE

In Attachment A- Scope of Service - the following language: *"...and shall accommodate quad left-turn sequencing"*

End of Addendum 2

ARTICLE 4: PROSECUTION AND PROGRESS OF BASIC SERVICES

The Designer shall perform the following specific tasks in the following phases:

4.1 25%, 75% and 100% Schematic Design Phase Services.

- i. Upon receipt of a Notice to Proceed with Schematic Design Phase from the City of Waltham, the Designer and its appropriate Consultants shall meet with agents of the City of Waltham and the User Agency to arrive at a mutual understanding of the requirements of the Study or Program furnished by the City of Waltham.
- ii. The Designer shall submit a proposed design work plan for the Designer's Services pursuant to this Contract including anticipated tasks and submittals. The Designer shall submit a proposed Contract Schedule consistent with any project schedule included in the Study or Scope of Services referenced in Attachment A. 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 User Agency's and 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 Designer'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 Designer shall coordinate, review and involve the appropriate traffic personnel in the City of Newton, as a close abutter to the intersection, at the 25% and 75% stage of the design development.
- iv. Schematic design phase drawings, specifications, Construction Cost Estimates and other submittals shall be subject to the written Approval of the User Agency and the City of Waltham. Unless a lesser number is requested by the City of Waltham, the Designer shall submit to the City of Waltham for approval six (6) copies of schematic design drawings, specifications, cost estimates, and other submittals.

4.2 Design Development Phase Services.

- i. Upon receipt of a Notice to Proceed with the Design Development Phase, the Designer and its Consultants shall meet regularly and as necessary with agents of the City of Waltham and the User Agency, 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 (see §4.1):

- (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 Designer and its Consultants that is necessary for the City of Waltham;
- (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, electrical, ADA/MAAB, product requirements, and other features;
- (e) quality control documentation demonstrating without limitation coordination of: scheduling; equipment and power; existing and new construction; and phasing;
- (f) design development drawings for which the Designer shall submit for a "tentative approval" (see §4.1);
- (h) a Construction Cost Estimate for the design in Uniformat II Level 3 format, 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;
- (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 User Agency and the City of Waltham. Unless a lesser number is requested by the City of Waltham, the Designer shall submit to the City of Waltham for approval four (4) copies of design development drawings, specifications, cost estimates, and other submittals.

iii. **Final Design Completion**

Shall be achieved within 75 days from the date of the Notice-to-Proceed.

4.21 Ownership of Designer produced documents.

Upon payment of the designer'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 Designer and its Consultants shall meet regularly as necessary with agents of the City of Waltham and the User Agency, 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:
 - (a) an updated work plan and Project Schedule;
 - (b) complete construction drawings and specifications, certified by the Designer 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;
 - i. Approve shop drawings
 - ii. Manage the process and attend the final inspection of the completed project
- II. All submittals shall be subject to the written approval of the User Agency and the City of Waltham. Unless a lesser number is requested by the City of Waltham or is provided below in subsection vii, the Designer shall furnish to the City of Waltham for approval six (6) sets of the drawings, specifications Construction Cost Estimates and other submittals. The Designer shall also furnish electronic media copies of the foregoing drawings and documents in such form as is required by the City of Waltham.
- III. From the Approved construction drawings and specifications, with such changes as the City of Waltham requires, the Designer 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.
- iv. 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 Designer shall prepare all addenda (to include bidders' questions and Designer's responses). The Designer and its Consultants shall assist the City at 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 Designer 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 Designer'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. The Designer shall check references of the lowest bidder and make award recommendations to the City's Chief Procurement Officer.

4.4 Construction Administration Phase Services.

- i. Consistent with the standard of care and practice stipulated in Section 3.3 above, upon the award of the Construction Contract the Designer 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:
 - (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 Designer 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 Designer;

(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) furnish electronic versions of the Record Drawings, a final cost report, and other required documents; and

(k) 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.

(l) Except as otherwise specifically set forth in the Construction Contract documents, the Designer 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

- ii. The Designer 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 Designer 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 Designer does not approve the requisition exactly as submitted by the general contractor, the Designer shall forward it for payment to the City of Waltham dated and signed with corrections with an accompanying letter of explanation setting forth the Designer's objections and recommended changes. The Designer 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 Designer 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.
- iii. 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 Designer shall obtain from the general contractor As-Built Drawings, including drawings showing the actual installation of the site utilities and electrical work under the Construction Contract, and

recording all changes. The Designer shall ascertain that changes authorized by change orders are shown on the general contractor's As-Built Drawings. The Designer 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.

- iv. At the conclusion of the Construction Contract the Designer 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 law.
- v. 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 Designer to the City of Waltham at the conclusion of the Construction Contract.