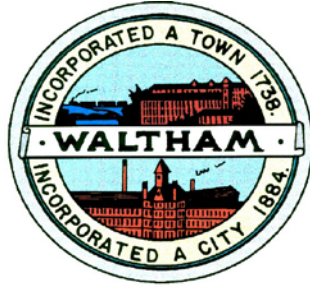


The City of Waltham



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

**DESIGN for the Field Survey, Repairs, Rehabilitation, Renovation
and Construction Administration for 6 Buildings**

Parcel 1, Former Fernald Rehabilitation Center, 200 Trapelo Rd, Waltham

The bid opening will be held: 10.00AM Tuesday April 24, 2018

Pre Bid Meeting and Project Briefing: 10.00 AM Friday April 13, 2018
(Meet on Site at 200 Trapelo Rd, Waltham)

Last Day for Written Questions: 12 Noon Tuesday April 17, 2018
(Via E-Mail Only to jpedulla@city.waltham.ma.us)

Table of Contents:

- **Invitation to Bid**
- **Intent of the Project**
- **Agreement**
- **Instructions**
- **General Conditions**
- **Specifications**
- **Compliance**
- **Bid Price**

Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR Proposal (RFP)

Under the rules of M.G.L. Chapter 7, the Chief Procurement Officer of the City of Waltham Purchasing Department hereby requests sealed bids for:

DESIGN for the Field Survey, Repairs, Rehabilitation, Renovation and Construction Administration for 6 Buildings

Parcel 1, Former Fernald Rehabilitation Center, 200 Trapelo Rd, Waltham

Price Proposals will be received at the office of the Purchasing Agent, City Hall, 610 Main Street, Waltham MA 02452, until:

10.00 AM Tuesday April 24, 2018

Pre Bid Meeting and Project Briefing: **10.00 AM Friday April 13, 2018**

(Meet on Site at 200 Trapelo Rd, Waltham)

Last Day for Written Questions: **12 Noon Tuesday April 17, 2018**

(Via E-Mail Only to jpedulla@city.waltham.ma.us)

At which time and place the bids will be publicly opened and read.

Specifications and information available on line by visiting the Waltham Purchasing Department web site at www.city.waltham.ma.us/bids

BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED BID FOR: DESIGN for the Improvement of 6 Buildings

The Price Sheet must be placed in a separate SEALED envelope .

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE, MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.

Intent of Project

The City of Waltham is requesting professional services to design and prepare construction documents for public bid and provide construction administration for the Field Survey, Repairs, Rehabilitation, Renovation and Construction Administration for 6 Buildings located in Parcel 1, Former Fernald State School, 200 Trapelo Rd, Waltham (see Exhibit 1)

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2018 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

_____ hereinafter called the CONTRACTOR.

ARTICLE 2. Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Notice to Bidders, bid, Project Manual, and Drawings hereto annexed. The said Notice to Bidders, bid, Project Manual, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

ARTICLE 3. In consideration of the foregoing premises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required by not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying bid.

Date for final completion of the design is 90 Days (45 days for the 50% design and 45 additional days for the remaining 50% design) from the date of the Notice-to-Proceed (NTP)

This Agreement entered into as of the day and year first written above.

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

Jeannette A. McCarthy, MAYOR,
City of Waltham
Date: _____

John B. Cervone, City Solicitor
Date: _____
APPROVED AS TO FORM ONLY

William Forte, Superintendent of Buildings
Date: _____

Joseph Pedulla, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

CONTRACTOR (Signature),
Date: _____

Company

Address

Instructions

INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. FORMS AND ATTACHMENTS.

Bids are to be completed on the forms provided ONLY and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. PRINTED OR TYPED RESPONSE.

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. CORRECTIONS.

Bids that are submitted containing cross outs, white outs or erasures, will be rejected. All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.

5. PRICE IS ALL FIXED AND INCLUSIVE.

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

6. PRICE DISCREPANCY *(if applicable)*

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

7. EXCEPTIONS

No Exceptions will be acceptable to the City. The City's intent is to purchase precisely what is specified in the document.

8. BID DEPOSITS *(if applicable)*

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

9. WITHDRAW.

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

10. AWARD.

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of experience and technical ability (60%), completeness of your RFP response, responsiveness, responsibility and best price (40%).

11. EVALUATION AND RANKING OF PROPOSALS:

Each proposal shall be reviewed by a selection committee comprised of at least three members. Proposals will be evaluated upon the basis of the evaluation criteria for selection set forth and other appropriate factors. Submissions will then be ranked in the order of qualification. The first, second and third ranked proposals will be further reviewed and evaluated, including reference checks, by the committee. This further review and evaluation may include interviews and the opportunity to provide additional information to the committee.

The selection committee shall evaluate proposals based on the following criteria:

- a) **Cost. (40 points).** Appropriateness, reasonableness and competitiveness of the cost proposal, including hourly charges for personnel and responsiveness to cost information requirements. Costs associated with enhancements and/or deletions to the Scope of Services may be considered under this criterion.
- b) **Qualifications of key personnel. (20 points).** The identity and qualifications of key personnel, team members and sub-consultants available to work on this project, including their expected project assignments. The quality (appropriateness, capability and relevant project experience) of key personnel and continuity of the project team, key personnel and sub-consultants throughout the project.

- c) **Similar experience/past performance on similar projects. (20 points).** The proposer's prior similar experience, including the work which best illustrates the team's most relevant experience, ability and expertise to perform the services requested in this RFP; and the proposer's past performance on similar projects, ongoing and completed within the past five years. The committee will review project descriptions and references from 3 communities in Massachusetts for systems of similar in size and complexity where the consultant has performed services similar to those included in this request.
- d) **Technical Approach, Capacity, Management Approach. (20 points).** The quality, completeness and methodology of the technical approach envisioned for the project in response to the Scope of Services. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete required services; its absence of conflicting commitments to concurrent projects; and its scheduling. The clarity, completeness and effectiveness of the proposed organizational structure and the proposed management approach required to successfully manage this project. The demonstrated ability of the team to work together effectively, to maintain schedule and cost control on this project, to resolve resource constraints, and to interact effectively with City of Waltham operations and staff.

12. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on the criteria established in paragraph 11 of this section.

13. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

14. TAX EXEMPT.

Purchases by the City of Waltham are exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

15. SAMPLES (if applicable).

The City of Waltham may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and

picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

16. ACTIVE VENDOR LIST.

Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

17. FUNDS APPROPRIATION.

THE CONTRACT OBLIGATION ON BEHALF OF THE CITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE MAYOR.

18. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.

19. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.

20. STANDARD OF QUALITY.

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

21. MODIFICATION.

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

22. ASSIGNMENT.

The final payment for work done under this Contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Contractor shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.

23. DELIVERIES (if applicable):

a) The Contractor shall pay all freight and delivery charges. The Waltham Purchasing Department does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.

c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Waltham Purchasing Department until such items are accepted and signed for, in good order, by the receiving department.

d) The contractor must replace, without further cost to the Waltham Purchasing Department, such damaged or non-complying items before payment will be made.

24. LABELING. (if applicable):

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.

25. GUARANTEES (if applicable):.

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the

date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

26. SINGLE VENDOR.

The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the Waltham Purchasing Department.

27. CHANGE ORDERS.

Change orders are not effective until, if, as and when signed by the Mayor and no work is to commence until the change orders are fully executed.

28. BID OPENING INCLEMENT WEATHER

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

29. TIE BREAK

In the event of a tie where both vendors were responsive and responsible the vendors with a tie agree to a coin toss to determine the winner. The Coin toss will be executed in the presence of both vendors and a witness from the Purchasing Office. The coin will be flipped by the Chief Procurement Officer in the presence of the two bidders. A written record of the process you used, including the results and the names of those participating. The low bidders shall sign an agreement stating that they will abide by the results of the tie breaker. As an alternative, you may allow for a "second round" between the tied vendors

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City Purchasing Agent. The Contractor shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City's property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. CONTRACT DURATION.

This contract is for the completion of the 90 days design period plus the construction administration period and final acceptance of the project by the City.

7. **INSURANCE**

A. **WORKMAN'S COMPENSATION:** The Contractor shall provide insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor. Contractors shall provide insurance on a primary basis and the contractor's policy shall be exhausted before resorting to other policies. The contractor's policy is the primary one not the contributory.

B. **COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury:	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Professional Liability	\$2,000,000 Each Occurrence

C. **AUTOMOBILE (VEHICLE) LIABILITY**

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. **UMBRELLA POLICY**

General liability	\$1,000,000
-------------------	-------------

Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: *"The City of Waltham is a named additional insured for all insurances under the contract, excluding Automobile and Workers Compensation coverage"*. **Failure by the contractor to provide a current and updated insurance policy, during the entire duration of the contract, may result in additional legal liability.** The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

8. **PERSONNEL:**

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City

Purchasing Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

9. MATERIALS (if applicable)

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

10. TERMINATION OF CONTRACT

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

11. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

12. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided.

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with

sureties satisfactory to the Mayor.

20. ACTIVE REPARATION CLAIMS

Does your company or any of its Principals have an active reparation Claim with the City. A claim is any demand by a contract for the payment of disputed invoices, payment penalties, labor disputes, interest, etc. YES _____, NO _____ (circle or check applicable).

If YES Please explain the nature of the claim, date of the claim and City Department

(Add an additional page if necessary)

21. THE CITY OF WALTHAM EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

The City of Waltham is committed to a policy of equal employment opportunity and to a program of affirmative action in order to fulfill that policy. The City will accordingly recruit and hire into all positions the most qualified persons in light of job-related requirements, and applicants and employees shall be treated in employment matters without regard to unlawful criteria including race, color, religion, ancestry, national origin, sex, sexual orientation, disability, age, positive HIV-related blood test results, status as a disabled or Vietnam Era Veteran, genetic information, or gender identity or expression, as these terms are defined under applicable law, or any other factor or characteristic protected by law.

In addition, The City of Waltham recognizes that discriminatory harassment and sexual harassment are forms of unlawful discrimination, and it is, therefore, the policy of the City of Waltham that discriminatory harassment and sexual harassment will not be tolerated. The City of Waltham also prohibits unlawful harassment on the basis of other characteristics protected by law. Further, employees and applicants will not be subjected to harassment or retaliation because they have engaged in or may engage in the following: filing a complaint or assisting or participating in an investigation regarding alleged discrimination or harassment as prohibited in the policy statement above; filing a complaint or assisting or participating in an investigation, compliance evaluation, or any other activity related to the administration of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 ("Rehabilitation Act"), or the Affirmative Action provisions of federal, state or local

law; opposing any act or practice made unlawful by VEVRAA requiring equal employment opportunities for individuals with disabilities, disabled veterans, or veterans of the Vietnam Era; or exercising any rights under VEVRAA or the Rehabilitation Act.

Sources: Titles VI and VII of the Civil Rights Act of 1964; the Immigration Reform and Control Act of 1986; Title IX of the Education Amendments of 1972; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1974; Executive Order 11246 as amended; The Genetic Information Nondiscrimination Act of 2008 and such other federal, state and local non-discrimination laws as may apply.

Specifications

GENERAL INFO and REQUIREMENTS

The City of Waltham is requesting professional services to design and prepare construction documents for public bid and provide construction administration to implement recommended improvements, Field Survey, Repairs, Rehabilitation, Renovation and Construction Administration for 6 Buildings located in Parcel 1, Former Fernald State School, 200 Trapelo Rd, Waltham (see Exhibit 1). Any Environmental work required for this site will be completed under a different solicitation by the City. The Request for Professional Services shall result in the selection of a professional designer to prepare plans and specifications and to provide construction oversight. The selected firm will be responsible for the bidding process in its entirety, working alongside our City's Purchasing Agent and following his procedural requirements as deemed appropriate.

Please use the enclosed exhibit "a" to become familiar with the location and the identify the Six Buildings:

- Hillside
- Administration Building
- Howe Hall/Canteen
- Howe Library
- Former Marquadt Nursing Home
- Chapel

SITE OVERVIEW

Parcel one is approximately 104 acres approximately 4.84 acres and is located mostly along Trapelo Rd. This area includes a multipurpose field currently not utilized and a road way system connecting various sections of the campus. The cottages cluster (11 structures), Site 5, Brookside, Site 7, Malone Park cottages (4), Activity Center and Woodside by the time of this contract execution will have been demolished and removed. This area will eventually be returned to its natural wet land state. The location has a number of street lights, fire hydrants, storm drains and sewer pipes, all of which will not be a factor in the scope of this project. The entire Fernald campus is not open to the Public and it is patrolled by City Personnel and the Waltham Police Department. The creativity of the designer for this project is very important.

The added value of the designer in this project is the ability of the firm to envision proper public use and to recommend the best modifications.

The Marquadt former Nursing home is in very good conditions as it was occupied and regularly maintained up until one year ago. The consultant should evaluate the conditions of the building and propose use, modifications and cost.

Howe Hall/Canteen building is a former performance center and canteen for the use of employees. This great looking brick building, like most of the others, has not been occupied perhaps for a couple decades. In Howe Hall there are air quality issues here which render the building un-usable in the current conditions. The Howe Hall Canteen section of this structure is attached to the rear of Howe Hall. It was primarily used as a fast food restaurant and break room for employees.

The former Administration and Hillside buildings are located along the main road - Cherry Lane - entering the campus from Trapelo Road. The Administration Building is in fair conditions. It was used by Fernald personnel until 12 to 16 months ago. Although it is in livable condition it needs some overdue maintenance. Hillside was originally a former Residence of the School Superintendent, later it was used as a training facility. It has not been in use for many years and although it is not in terrible shape, the building needs work to make it usable.

Howe Library is the smallest of the six buildings. It is located past the Marquadt Nursing home, at the end of Cherry Lane. Just like Howe Hall it has fallen in disrepair for many years.

The Chapel. Over the past few years this building has been the object of vandals who regularly broke in despite boarding windows and doors.

SCOPE OF WORK OUTLINE

Following the final designer selection it will be decided what tasks will be performed at the project location.

TASK 1: Field Survey / Updated of Existing Conditions

To the extent that is necessary to develop plans and specifications for improvements, the Consultants will conduct any survey of the property (not limited to property lines and utilities) needed to complete project and update existing information on the site. Upon

completion of the task, the Consultant shall forward all information that the firm has obtained or compiled to the City of Waltham.

TASK 2: Preparation of Preliminary and Final Designs/Cost Estimates

The Consultant will generate preliminary recommendations and design for use to include rough cost estimates, based on the following parameters and, consistent with Task 3 below, present them to the public in an interactive process. Based on the community outreach process, the Consultant shall refine the preliminary designs and develop a final design including solid cost estimates. The consultant shall present both preliminary design concepts and final design in a graphic manner to allow easy interpretation and discussion by non-designers. The use of photos, sketches and models is encouraged to supplement plan layout.

TASK 3: Conduct Outreach

The design for the six buildings may be determined through a public process of meetings and decisions, involving input from neighborhood abutters, local residents in addition to city officials, and city departments. The Consultant will conduct any neighborhood-outreach meetings required and be prepared to make presentation(s) to City Departments, Boards and community groups regarding the proposed improvements to the facilities. Final approval of various city departments is required prior to seeking construction funding.

TASK 4: Prepare Construction Drawings/Specifications/Cost Estimates

Following approval of the final design by the City of Waltham, the Consultant shall prepare detailed construction documents including working drawings, technical specifications, bid documents, and a final cost estimate for the facilities. The drawings shall be stamped by the required professionals. The Consultant shall provide the City with four (4) sets of stamped mylar, reproducible specifications, and electronic files of drawings and specifications (a duplicate set of electronic files need to be submitted to the Waltham Engineering Department). The consultants may be required to obtain approval for the facility design from the Conservation Commission, the State and Local Historic Commissions and/or other Boards/Commissions needed.

The Consultant will collaborate on this Task as necessary with all required municipal departments including, but not limited to, the Mayor and City Council, the Recreation, Planning, Engineering, Wires, Building, and Consolidated Public Works Department.

TASK 5: Bid Procedure

The Consultant is required to attend a pre-bid meeting/site walk, answer technical question during the bid process as necessary to clarify the project scope, Review bids submitted for accuracy, prepares spreadsheet of the bids received, checks references and makes recommendation for award.

TASK 6: Construction Administration/Oversight

The Consultant shall attend a pre-construction meeting. During construction, the Consultant shall conduct at least one site visit per week. If the City determines that it is necessary, the Consultant shall revise and/or clarify drawings necessitated by changes that arise in the field and are required to complete the construction. The Consultant shall review all submittals/shop drawings and invoices plus the final inspection, punch list, and recommendations on final acceptance of the project. The Consultant will be required to provide all “as built” and affidavits to the City upon final completion of the project.

Information, during the bid process, may be obtained ONLY from Joseph Pedulla, CPO at jp pedulla@city.waltham.ma.us

Proposals shall be submitted in writing in a sealed envelope to:

Joseph P. Pedulla
Chief Procurement Officer
City of Waltham
610 Main Street
Waltham, MA 02452-5580

PAYMENT

Payment shall be made following receipt of monthly invoices provided deliverables have been received on schedule. Invoices shall be submitted for payment by following the structure of the Price Sheet

Compliance

(Required Documents.)

Compliance

The compliance documents in this section must be completed, signed and returned **with your bid package.**

Purchasing Department

City of Waltham
610 Main Street
Waltham, MA 02452

Failure to submit the completed documents will cause the disqualification of the proposal.

Section Index

	Check when Complete
• Non-collusion form and Tax Compliance form.....	_____
• Corporation Identification Form.....	_____
• Certificate of Vote Authorization.....	_____
• Certificate of Insurance (showing all limits of WC &GL).....	_____
• Three (3) References.....	_____
• Debarment Certificate	_____
• Right-to-know Law.....	_____

Your Company's Name: _____

Service or Product Bid _____

NOTE: 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.

ORIGINAL "WET" SIGNATURES REQUIRED FOR ALL DOCUMENTS IN THIS SECTION

ORIGINAL "WET" SIGNATURES REQUIRED

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 Purchasing Agent of the City of Waltham was relied upon in the making of this bid

(Signature of person signing bid or proposal) Date

(Name of business)

ORIGINAL "WET" SIGNATURES REQUIRED

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal Date

Name of business

NOTE

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.

ORIGINAL "WET" SIGNATURES REQUIRED

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the _____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____ of said corporation

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

ORIGINAL "WET" SIGNATURES REQUIRED

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, _____

Notary Public;

My Commission expires: _____

ORIGINAL "WET" SIGNATURES REQUIRED

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 _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City _____ State _____ Telephone Number _____ Today's Date _____

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

RIGHT TO KNOW LAW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

Authorized Signature Indicating Compliance with the Right-to-know laws:

Signature Date

Print Name

NOTE

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.

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 Company Representative:

Print name _____,

Date _____

BID PRICE FORM

(Follows)

BID PRICE FORM
(40% of the Selection Score)

PLACE IN A SEPARATE SEALED ENVELOPE

DESIGN for the Improvement of Six Buildings, Parcel One.

My Company proposes the following all inclusive and not-to-exceed price to provide the services described within this bid document.

The proposal with the lowest overall hourly rate will be considered the best value for the City and the low bid

	Hours	Cost
TASK 1: Field Survey / Updated of Existing Conditions	_____	\$ _____
TASK 2: Preliminary and Final Designs/Cost Estimates	_____	\$ _____
TASK 3: Conduct Outreach	_____	\$ _____
TASK 4: Construction Drawings/Specs/Cost Estimates	_____	\$ _____
TASK 5: Bid Procedure	_____	\$ _____
TASK 6: Construction Administration/Oversight	_____	\$ _____
TOTAL	a) _____	b) \$ _____

Best value Calculations:

The cost (b) divided by the total hours (a).

\$ _____, Hourly Rate

My company recognizes receipt of addenda # _____.

Company Name: _____

Authorized Signature: _____

Print Name: _____

E-Mail Address: _____

Date: _____ award

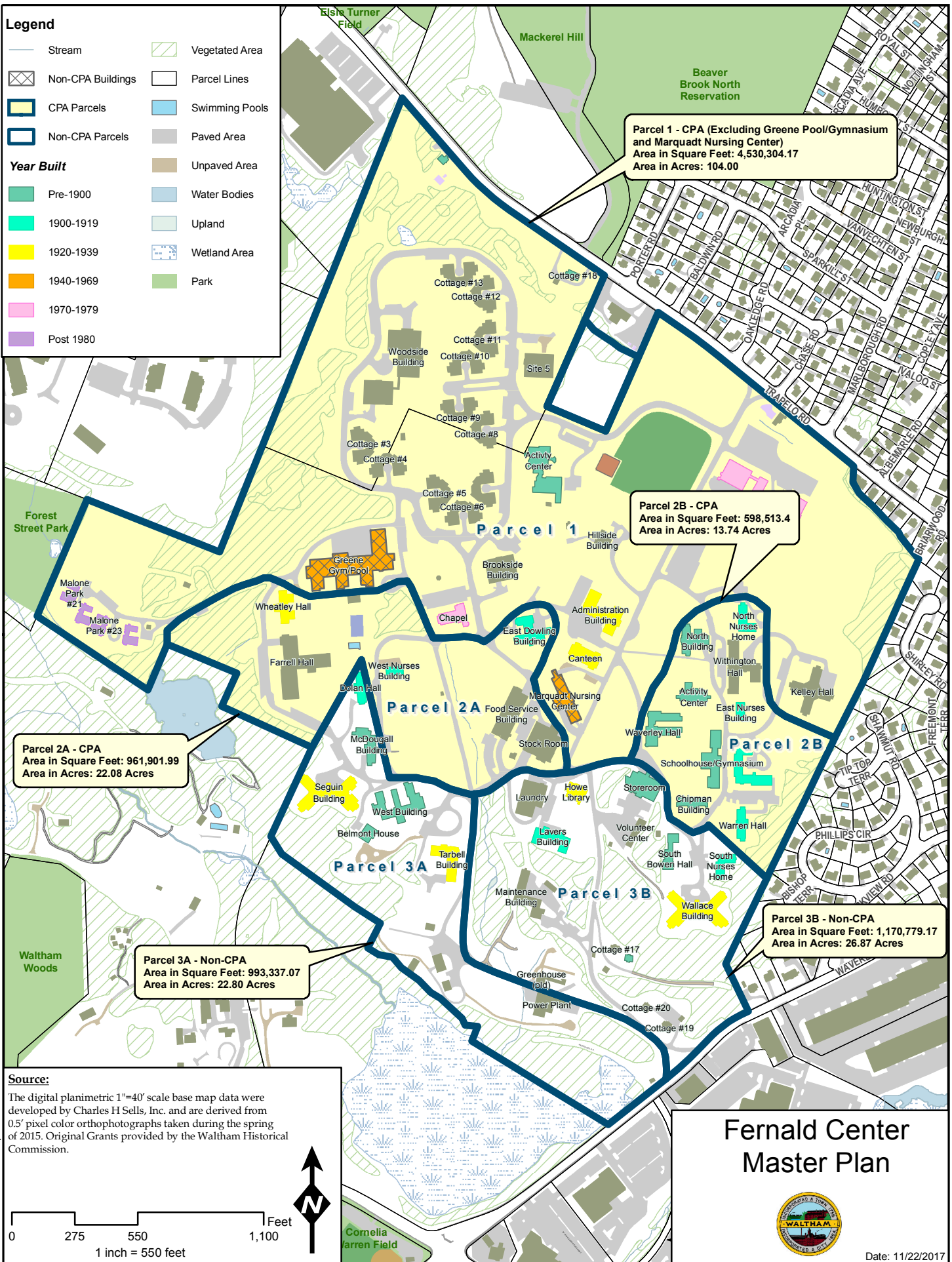
ORIGINAL "WET" SIGNATURES REQUIRED

EXHIBIT(S)

- **Parcel 1 Map**
- **Memorandum of Agreement**
- **Building Inventory**

Legend

- Stream
- ▨ Non-CPA Buildings
- ▭ CPA Parcels
- ▭ Non-CPA Parcels
- Year Built**
- Pre-1900
- 1900-1919
- 1920-1939
- 1940-1969
- 1970-1979
- Post 1980
- ▨ Vegetated Area
- ▭ Parcel Lines
- ▭ Swimming Pools
- ▭ Paved Area
- ▭ Unpaved Area
- ▭ Water Bodies
- ▭ Upland
- ▭ Wetland Area
- ▭ Park



Parcel 1 - CPA (Excluding Greene Pool/Gymnasium and Marquadt Nursing Center)
 Area in Square Feet: 4,530,304.17
 Area in Acres: 104.00

Parcel 2B - CPA
 Area in Square Feet: 598,513.4
 Area in Acres: 13.74 Acres

Parcel 2A - CPA
 Area in Square Feet: 961,901.99
 Area in Acres: 22.08 Acres

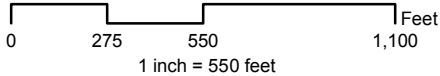
Parcel 3A - Non-CPA
 Area in Square Feet: 993,337.07
 Area in Acres: 22.80 Acres

Parcel 3B - Non-CPA
 Area in Square Feet: 1,170,779.17
 Area in Acres: 26.87 Acres

Document Path: G:\Maps\Fernald Master Plan - Letter Size.mxd

Source:

The digital planimetric 1"=40' scale base map data were developed by Charles H Sells, Inc. and are derived from 0.5' pixel color orthophotographs taken during the spring of 2015. Original Grants provided by the Waltham Historical Commission.



**Fernald Center
 Master Plan**



Date: 11/22/2017

MEMORANDUM OF AGREEMENT
BETWEEN
THE MASSACHUSETTS DIVISION OF CAPITAL ASSET MANAGEMENT AND
MAINTENANCE, THE CITY OF WALTHAM,
AND THE MASSACHUSETTS HISTORICAL COMMISSION

WHEREAS, the legislature has authorized the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) to enter into a disposition process to dispose of the approximately 180+/-acre Walter E. Fernald Developmental Center Disposition Parcel (Parcel) located in the City of Waltham, MA (City) to the City; and

WHEREAS, the Parcel contains ninety-three (93) structures and landscape features constructed between the years of 1891 and ca.1990; and

WHEREAS, the City will have the right to develop the Parcel by and through private development for uses deemed appropriate by the City and subject to all federal, state and local permits and approvals; and

WHEREAS, the Parcel is listed in the State and National Registers of Historic Places as the Walter E. Fernald State School Historic District, a district listed as part of the Massachusetts State Hospitals and State Schools Multiple Property Listing; and

WHEREAS, the following buildings, structures and landscapes within the Parcel are listed as contributing resources in the District:

Building 1, Waverly Hall (1891); Building 2, North Building (1897); Building 3, Activity Center (1891); Building 4/5, Schoolhouse/Gymnasium (1891); Building 6, Chipman (1892); Building 7, North Nurses' Home (1904); Building 8, Waverly Hall Lawn (ca.1891); Building 9, East Nurses' Home (1906); Building 10, Manual Training (1904); Building 11, Warren Hall (1906); Building 12, South Nurses' Home (1907); Building 13, Thom Building (1952); Building 14, Power Plant (1921); Building 15, Main Garage (1932); Building 16, Storehouse (1891); Building 17, Cottage #17 (1925); Building 18, Cottage #18 (1925); Building 19, Cottage #19 (1925); Building 20, Cottage #20 (1925); Building #21, Southard Research Laboratory (1921); Building 22, Laundry (1928); Building 23, Lavers Hall (1914); Building 24, Maintenance (1930); Building 27, Engineer's Storage (ca.1930); Building 28, Barn Foundation (ca.1900); Building 29, Shed (ca.1920); Building 32, Tarbell Hall (1934); Building 33, West Building (1889 -1890); Building 34, Belmont House (1890); Building 35, Seguin Hall (1934); Building 36, MacDougall Hall (1898); Building 37, Dolan Hall (1906); Building 38, West Nurses' Home (1906); Building 39, Wheatly Hall (1933); Building 40, Food Service Building (1931); Building 41, Howe Hall (1931); Building 42, East Dowling Hall (1906); Building 43, Hillside Cottage (1904); Building 44, Hillside Cottage Garage (1912); Building 45, Baldwin Cottage (ca.1900); Building 46, Wallace Hall (1936); Building 47, Administration (1933); Building 49, Hospital/S.Bowne (1893-1907); Building 51, Trapelo Cottage (ca.1860); Building 53, Cardinal Cottage (ca.1850); Building 59, Cast Iron Fence (ca.1890); Building 90, Shed (ca.1920); Building 91, Activity Center Lawn (ca.1891); and

WHEREAS, the following buildings and structures within the Parcel are listed as non-contributing resources in the District or were not included in the National Register Nomination:

Building 25, Greenhouse (ca.1940); Building 26, Electric Substation (ca.1960); Building 30, Shed (ca.1970); Building 31, Garage (ca.1950); Building 48, Farrell Hall (1960); Building 50, Greene Unit (1953-54); Building 52, Trapelo Cottage Garage (1930); Building 54, Garage (1947); Building 55, Garage (ca.1950); Building 56, Garage (1930); Building 57, Garage (1955); Building 58, Electric Sub Station (ca.1960); Building 60, Kelley Hall (1969); Building 61, Activities Center (1980); Building 62, Withington Center (1979); Building 63, Eunice Shriver Center (1967); Building 64, Cottage #5 (1976); Building 65, Cottage #6 (1976); Building 66, Cottage #7 (1976);

Building 67, Cottage #8 (1976); Building 68, Cottage #9 (1976); Building 69, Cottage #10 (1976); Building 70, Cottage #11 (1976); Building 71, Cottage #12 (1976); Building 72, Cottage #13 (1976); Building 73, Cottage #3 (1976); Building 74, Cottage #4 (1976); Building 75, Brookside (1981); Building 76, Woodside (1981); Building 77, Site 5 (1980); Building 78, Open Pavilion (ca.1970); Building 79, Shed (ca.1970); Building 80, Shed (ca.1970); Building 81, Garage (ca. 1930); Building 82, Shed (ca.1970); Building 83, Malone Park 1 (ca.1990), Building 84, Malone Park 2 (ca.1990); Building 85, Malone Park 3 (ca.1990); Building 86, Malone Park 4 (ca.1990); Building 87, Pool/Playground (ca.1960); Building 88, Chapel (1960); Building 89, Electric Sub Station (ca.1960); the Gazebo (ca. 1985); Shed (ca. 1974); Malone Park Comfort Station (ca. 1990); and

WHEREAS, the following contributing buildings and structures within the Parcel have been identified as in extremely poor condition making rehabilitation unlikely or are no longer extant:

Building 1, Waverly Hall (1891); Building 3, Activity Center (1891); Building 6, Chipman (1892); Building 17, Cottage #17 (1925); Building 18, Cottage #18 (1925); Building 29, Shed (c.1920) Building 33, West Building (1889-1890); Building 39, Wheatly Hall (1933); Building 42, East Dowling Hall (1906); Building 44, Hillside Cottage Garage (1912); Building 49, Infirmary/Stephen Bowne Hall (1893, 1901, 1907); Building 90; Shed (wood; c.1920); and

WHEREAS, the City may prepare and issue a Request for Proposals (RFP) for the sale or lease and redevelopment of the Parcel; and

WHEREAS, the transfer by disposition of the Parcel constitutes a project undertaken by a State agency pursuant to 950 CMR 71.03 and is a project for which DCAMM and the City have sought the comments of the Massachusetts Historical Commission (MHC) pursuant to M.G.L. Chapter 9, Section 26-27C, as amended by Chapter 254 of the Acts of 1988 (950 CMR 71.00); and

WHEREAS, MHC has determined that the proposed project will have an adverse effect on the historic property pursuant to 950 CMR 71.05(e) through the disposition of a State Register property; and

WHEREAS; no feasible or prudent alternative exists to eliminate the adverse effect of the proposed disposition; and

WHEREAS, MHC has determined to accept the adverse effect of the disposition of the Parcel in consideration of the mitigation alternatives described herein; and

WHEREAS, MHC, DCAMM and the City agree, and the Waltham Historical Commission (WHC) hereby concurs, that the project shall be undertaken and implemented in accordance with the following stipulations to mitigate the effect of the disposition of the Parcel in compliance with M.G.L. Chapter 9, Section 27C.

STIPULATIONS

DCAMM and the City shall ensure that the following measures are carried out in coordination with MHC and WHC, as set forth below:

I. Redevelopment of the Disposition Parcel

A. The City is encouraged to include historic preservation in any redevelopment process. Options for redevelopment of the Parcel which incorporate historic preservation should take into account the following principles of reuse planning:

1. Preservation of the character-defining features of the contributing buildings, structures and landscapes on the Parcel should be encouraged where feasible.

2. If it is determined that it is not feasible to preserve all of the character-defining features of the contributing buildings, structures and landscape features on the Parcel, the feasibility of preserving character-defining features of portions of the contributing buildings, structures and landscape features will be examined and encouraged where feasible.
3. Rehabilitation of contributing buildings, structures and landscape features on the Parcel should be consistent with recommended approaches in the Secretary of the Interior's Standards for Rehabilitation of Historic Properties, (hereinafter "Standards").
4. Rehabilitation of buildings identified as in extremely poor condition in this MOA will be encouraged, but demolition of the buildings may proceed provided each demolition complies with Stipulation V.

II. Marketing Plan and Request for Proposals

- A. Notwithstanding any provisions of this MOA, the City will have full marketing authority for the Parcel and will make all final marketing decisions. The City will consult with MHC and WHC on developing a marketing plan for the Parcel which shall include the following elements:
 1. An advertising plan and schedule for publicizing the availability of the RFP.
 2. An initial distribution list for notice of availability of the RFP which will include any contacts offered by MHC and WHC.
 3. A schedule for receiving and reviewing submissions in response to the RFP.
- B. The City will provide a draft marketing plan to MHC and WHC. MHC and the WHC will have fourteen (14) days to review and comment on the draft marketing plan. If MHC or WHC does not find the draft marketing plan acceptable, the City will make reasonable efforts exercised in good faith to accommodate the concerns of MHC and WHC and will submit a final marketing plan. Before implementation, MHC and WHC will have seven (7) days to review and comment on the portions of the final marketing plan which address issues of historic preservation. In the event MHC and WHC do not provide initial comments on the draft marketing plan within 14 days or comments on the final marketing plan within 7 days, the plan shall be deemed acceptable to MHC and WHC. It is understood that the content of the marketing plan shall not require approval of MHC or WHC.
- C. Concurrent with the development of a marketing plan, the City will prepare the RFP for the disposition of the Site. The City will consult with MHC and WHC on developing the RFP which shall include the following elements:
 1. An appendix to the RFP that includes the National Register Nomination form and the Historic Resources Existing Conditions Memorandum compiled by Epsilon Associates. The appendix should refer to the MHC and National Park Service websites for additional information on the State and Federal Historic Tax Credit programs.
 2. A photograph and parcel map of the Parcel.
 3. Reference to the points listed under I.A. of this MOA. The RFP as a whole will make a good faith effort to generate interest in the preservation of what MHC has defined as the historic character of the Parcel.
- D. The City will provide a confidential draft RFP to MHC and WHC. MHC and WHC will have fourteen (14) days to review and comment on those portions of the draft RFP which address issues of historic preservation. Before issuance of the final RFP, MHC and WHC will have seven (7) days to review and comment on the portions of the final RFP which address issues of historic preservation. In the event MHC and WHC do not provide initial comments on the draft RFP within 14 days or comments

on the final RFP within 7 days, the RFP shall be deemed acceptable to MHC and WHC. It is understood that the content of the RFP shall not require approval of MHC or WHC. It is further understood that MHC and WHC will not share any portion of the RFP with anyone prior to the time the RFP is made publicly available by the City.

- E. The marketing effort shall be continued for no less than three months from the date of the issuance of the RFP. Issuance shall occur when the notice of availability of the RFP is published in the Central Register.
- F. The City will schedule a Bidder's Conference for prospective developers to occur at the midpoint of the marketing effort during which MHC and WHC will have the opportunity to present information and to answer questions from prospective developers.
- G. Once proposals from developers are received by the City in response to the RFP, MHC and WHC shall be afforded the opportunity to comment on the proposals and to provide these comments in writing to the City prior to any interviews which the City may conduct with any of the developers. If, after a consultation period of no more than thirty (30) days with MHC and WHC regarding the applicability of the Standards to the proposals and taking into consideration MHC and WHC comments during any interviews which the City may conduct with any of the developers during the RFP marketing period, the City, in their sole determination, have received no proposals that are feasible and acceptable that provide for rehabilitation or new construction in conformance with the recommended approaches in the Standards, they will convey their conclusions to MHC and WHC.
 - 1. For all buildings, structures and landscape features for which there is no preservation proposal that is feasible and acceptable to the City, then the City or any new owners of any part of the Parcel or any other person may proceed, subject to any other applicable reviews and permits, with demolition of buildings and structures or rehabilitation or new construction that does not conform to the Standards following completion of photographic recordation and documentation as stipulated in Section V.

III. New Construction

- A. The City shall encourage new buildings and structures that are sympathetic or compatible to what MHC has determined to be character-defining attributes of the contributing buildings, structures and landscape features on the Parcel.
- B. If new construction is proposed on previously undisturbed land within the Disposition Parcel, the City shall consult with the MHC to determine if an archaeological survey is required prior to any ground disturbing activities are undertaken on the land.
- C. If construction or modifications to the landscape are proposed in the vicinity of the West Building, an archaeological survey must be conducted in the area identified in the National Register Nomination as "a small area...enclosed by a decorative wrought iron fence" to determine if an unmarked cemetery is present that should be avoided.

IV. Exempted Activities

- A. The following construction activities are unlikely to affect what MHC regards as the character-defining attributes of the Parcel and are exempted from further review by MHC, including comments in any environmental review process:
 - 1. Resurfacing, maintenance, repair or improvement of existing parking lots, roads and driveways.
 - 2. Repair, replacement or improvements to infrastructure, i.e. heating and electrical systems, sewer, water, ventilation systems or plumbing.

3. Maintenance work such as painting, repair or replacement of substantially in-kind architectural elements.
4. All interior work.
5. Demolition or alteration of non-contributing structures.
6. New construction on the Parcel within existing building sites that is consistent with the design guidelines set forth in Section III.

V. Photographic Recordation and Documentation

- A. Prior to demolition of any contributing building or structure, substantial new construction or other major change to any part of the Parcel, the City shall require that the buildings and structures on that part of the Parcel are documented by photographs and narratives in accordance with a "recordation plan" that satisfies all of the following:
1. Provides for documentation of the historical processes that shaped the organization, design and history of the Fernald Developmental Center. (The nomination of the Fernald State School to the National Register by MHC is sufficient documentation.)
 2. Contains photographs and documentation of the character-defining attributes.
 3. Provides that copies of the resulting documentation are made available to WHC.

VI. Historic Rehabilitation Tax Credits

- A. Rehabilitation of buildings and landscape features that contribute to the National Register District may qualify for State and/or Federal tax credits. The City shall encourage any third party developer to consult with MHC and the National Park Service to determine if the buildings are eligible for tax credits and if the proposed work meets the Secretary of the Interior's Standards for Rehabilitation allowing for the award of tax credits.

VII. Modifications

Any party to this MOA may request that it be amended or modified whereupon the parties will consult in accordance with 950 CMR 71 to consider such amendment or modification.

Executed on this 18 day of December, 2014.

City of Waltham

By: Jarrod C. McCaughey
 Title: MAYOR

Division of Capital Asset Management and Maintenance (DCAMM)

By: Carole J. Carubon
 Title: Commissioner

Massachusetts Historical Commission (MHC)

By: Brona Simon 12/19/14
Title: Executive Director

Waltham Historical Commission (WHC)

By: Samuel Alexander Green 12/18/14
Title:

Appendix 2: Building Inventory

Identification			Size		Construction Information						Utilization		
Building Number	Name	Location	Height	GSF	Year Constructed	Renovated	ADA Accessibility	Potential Asbestos Hazard	Heat/Hot Water Supply	Current Condition	Past		Current
											Past Use	Current Use	DMR Current Usage Code
001	Waverley Hall	East Campus	3 Stories W/ Basement	32,298	1891	No	None	Yes	System	unusable	Admin./ Staff Residential	Vacant	Additional Structure
002	North Building	East Campus	2 Stories W/ Basement	24,834	1897	Yes	All Floors	No	System	good	Program/ Client Residential	Program/ Offices	Mixed-Use
003	Old Activity Center	East Campus	2 Stories W/ Basement	21,766	1891	No		Yes	System	unusable		Vacant	Additional Structure
004 & 005	Gym and Schoolhouse	East Campus	2 Stories W/ Basement	37,325	1891	Yes	1st Floor Only	No	System	good	School	Program/ Offices	Mixed-Use
006	Chipman	East Campus	2 Stories W/ Basement	10,704	1892	No		Yes	System	unusable	Client- Residential	Vacant	Additional Structure
007	North Nurses	East Campus	2 Stories W/ Basement	17,190	1904	Yes	None	No	System	good	Nurse - Staff Residential	DMR Regional Offices	Admin.
009	East Nurses	East Campus	2 Stories W/ Basement	8,640	1906	No	None	Yes	System	fair	Nurse - Staff Residential	DOE Offices	Admin.
010	Manual Building	East Campus	2 Stories W/ Basement	34,851	1904	Yes	All Floors	No	System	good	Training Building	Program/ Offices	Day Program
011	Warren Hall	East Campus	2 Stories W/ Basement	16,296	1906	Yes	None	No	System	good	Client - Residential (22 Beds)	Vacant	Residential
012	South Nurses	East Campus	2 Stories W/ Basement	17,172	1907	Yes	None	No	System	good	Nurse - Staff Residential	Middlesex County Law Enforcement	Residential
013	Thom Building	Center Campus	4 Stories	32,116	1952	Yes	All Floors	No	System	good	Hospital/ Infirmary	Multi-Use (29 Beds)	Mixed-Use
014	Vault 55	Center Campus	1 Story	400	1921	N/A	None	No	None	poor	Electrical Distribution	Electrical Distribution	Additional Structure
015	Main Garage	East Campus	1 Story	3,405	1932	No	None	Yes	System	fair	Garage	Garage	Support
016	Storeroom	East Campus	2 Stories	23,940	1891	No	None	Yes	System	fair	Storage	Fernald Storeroom/ Bentley College	Support
017	Cottage 17	East Campus	2 Story W/ Basement	2,264	1925	No	None	Yes	Independent Oil	poor	Doctor - Staff Residential	Vacant	Additional Structure
018	Cottage 18	East Campus	2 Story W/ Basement	2,264	1925	No	None	Yes	Independent Oil	poor	Doctor - Staff Residential	Vacant	Additional Structure
019	ICF 19	East Campus	2 Story W/ Basement	2,264	1925	Yes	None	No	Independent Gas (metered)	good	Doctor - Staff Residential	Client - Residential (4 Beds)	Residential
020	ICF 20	East Campus	2 Story W/ Basement	2,264	1925	Yes	None	No	Independent Gas (Metered)	good	Doctor - Staff Residential	Client - Residential (4 Beds)	Residential
021	Southard Research Lab (Howe Library)	Center Campus	1 Story W/ Basement	8,030	1921	No	None	Yes	System	good	Research Lab	Plant Operations Offices/ Research Library/ Media Center	Support
022	Therapeutic Equipment Center	Center Campus	1 Story W/ Basement	27,192	1928	1/2	1st Floor Only	Yes	System	good	Laundry	Laundry/ Therapeutic Equip. Repair	Support
023	Lavers	Center Campus	1 Story W/ Basement	12,036	1914	No	None	Yes	System	fair	Client Residential	DMR Facility Safety/ Weights & Measures	Support
024	Maintenance Building	Center Campus	1 Story W/ Basement	14,322	1930	No	None	Yes	System	fair	Maintenance	Maintenance	Support
026	Power Plant	Center Campus	1 Story W/ Basement	19,440	1925	No	None	Yes	System	fair	Power Plant	Power Plant	Support
028	Grounds Garage (Maintenance Shed)	Center Campus	1 Story	2,016	1947	No	None	No	System	poor	Garage	Garage	Support
031	Truck Garage	Center Campus	1 Story	748	1928	Yes	None	No	System	poor	Garage	Garage	Support
032	Tarbell	Center Campus	4 Stories W/ Basement	38,924	1934	No	All Floors	Yes	System	good	Client Residential (72 Beds)	Middlesex County	Residential
033	West Building	West Campus	2 Stories W/ Basement	49,041	1890	No	None	Yes	System	unusable	Client Residential	Vacant	Additional Structure
034	Belmont House	West Campus	1 Story W/ Basement	6,416	1890	Yes	1st Floor Only	Yes	System	good	Client Residential	Vacant	Day Program
035	Seguin	West Campus	1 Story W/ Basement	21,521	1933	Yes	1st Floor Only	No	System	good	Client Residential (32 Beds)	Vacant	Residential
036	McDougall Hall	West Campus	2 Stories W/ Basement	23,376	1898	Yes	1st Floor Only	No	System	good	Client Residential	Middlesex County	Residential
037	Dolan Hall	West Campus	2 Stories W/ Basement	15,252	1906	Yes	None	No	System	good	Client Residential	Vacant	Residential
038	West Nurses	West Campus	2 Stories W/ Basement	6,912	1906	No	None	Yes	System	poor	Nurse - Staff Residential	Vacant/ Storage	Support
039	Wheatley Hall	West Campus	1 Story W/ Basement	11,640	1933	No	None	Yes	System	poor	furniture repair	Vacant	Support
040	Old Food Service Bldg	Center Campus	2 Stories	36,838	1931	No	None	Yes	System	fair	Food Service	Maintenance Stock Room	Support
041	Howe Hall	Center Campus	2 Stories	17,362	1933	Yes	All Floors	No	System	good	Assembly/ Canteen	Copy Center/ Storage	Support
042	East Dowling Hall	Center Campus	2 Stories W/ Basement	24,107	1906	No	None	Yes	System	poor	Client Residential	Program/ Redemption Center, Union offices	Day Program
043	Hillside	Center Campus	2 Stories W/ Basement	8,115	1904	Yes	None	No	Independent Gas	good	Client Residential	Client - Residential (13 Beds)	Residential
044	Hillside Garage	Center Campus	1 Story	484	1912	No	None	No	None	fair	Garage	Storage	Support
045	Baldwin Cottage	West Campus	2 Stories W/ Basement	3,402	1931	No	None	Yes	Independent Oil	good	Staff Residential	Daycare	Support

Appendix 2: Building Inventory

Building Number	Identification		Size		Construction Information						Utilization		
	Name	Location	Height	GSF	Year Constructed	Renovated	ADA Accessibility	Potential Asbestos Hazard	Heat/Hot Water Supply	Current Condition	Past	Current	
											Past Use	Current Use	DMR Current Usage Code
046	Wallace Building	East Campus	1 Story W/ Basement	29,550	1936	Yes	All Floors	No	System	good	Client Residential	Client - Residential (32 Beds)	Residential
047	Administration	Center Campus	2 Stories W/ Basement	26,656	1933	No	None	Yes	System	good	Administration/ Offices	Administration/ Offices	Admin.
048	Farrell Hall	West Campus	2 Stories W/ Basement	49,940	1960	Yes	All Floors	No	System	good	Client Residential	Client - Residential	Residential
049	Bowen Hall	East Campus	1 Story W/ Basement	12,000	1893	No	None	Yes	System	unusable	Client Residential/ Program	Vacant	Additional Structure
050	Greene Unit	West Campus	3 Stories W/ Basement	113,000	1953	Yes	All Floors	No	System	good	Client Residential	Client - Residential (108 beds)/ Program	Residential
051	Trapelo Cottage	East Campus	2 Stories W/ Basement	2,877	1860	No	None	Yes	Independent Oil	good	Staff Residential	Daycare	Support
052	Cardinal Cottage	West Campus	2 Stories W/ Basement	4,354	1850	No	None	Yes	Independent Oil	good	Staff Residential	Volunteer Center	Support
053	Cardinal Cottage Garage	West Campus	1 Story	440	1947	No	None	No	None	good	Garage	Garage/ Storage	Support
055	Cottage 17 Garage	East Campus	1 Story	1,344	1925	No	None	No	None	poor	Garage	Vacant	Support
056	ICF 20 Garage	East Campus	1 Story	440	1930	No	None	No	None	fair	Garage	Garage	Support
057	ICF 19 Garage	East Campus	1 Story	440	1955	No	None	No	None	fair	Garage	Garage	Support
100	Kelly Hall	East Campus	3 Stories	43,740	1961	No	None	Yes	System	poor	Client Residential	Vacant	Additional Structure
102	Withington	East Campus	3 Stories W/ Basement	40,428	1969	Yes	All Floors	Yes	System	good	Client Residential (64 Beds)	Offices	Mixed-Use
103	CERC Building	East Campus	1 Story W/ Basement	32,369	1969	Yes	All Floors	Yes	System	good	UMass Med. School	UMass Med School	Admin.
105	ICFMR Cottage 5	West Campus	1 Story	8,827	1976	No	All Floors	No	System	fair	Client Residential	Client Residential	Residential
106	ICFMR Cottage 6	West Campus	1 Story	8,827	1976	No	All Floors	No	System	fair	Client Residential	Client Residential	Residential
107	ICFMR Cottage 7	West Campus	1 Story	8,827	1976	No	All Floors	No	System	fair	Client Residential	Client Residential	Residential
108	ICFMR Cottage 8	West Campus	1 Story	8,827	1976	No	All Floors	No	System	fair	Client Residential	Client Residential	Residential
109	ICFMR Cottage 9	West Campus	1 Story	8,827	1976	No	All Floors	No	System	fair	Client Residential	Client Residential	Residential
110	ICFMR Cottage 10	West Campus	1 Story	8,827	1976	No	All Floors	No	System	fair	Client Residential	Client Residential	Residential
111	ICFMR Cottage 11	West Campus	1 Story	8,827	1976	No	All Floors	No	System	fair	Client Residential	Client Residential	Residential
112	ICFMR Cottage 12	West Campus	1 Story	8,827	1976	No	All Floors	No	System	fair	Client Residential	Client Residential	Residential
113	ICFMR Cottage 13	West Campus	1 Story	8,827	1976	No	All Floors	No	System	fair	Client Residential	Client Residential	Residential
114	ICFMR Cottage 3	West Campus	1 Story	8,827	1979	No	All Floors	No	System	fair	Client Residential	Client Residential	Residential
115	ICFMR Cottage 4	West Campus	1 Story	8,827	1979	No	All Floors	No	System	fair	Client Residential	Client Residential	Residential
116	Brookside Building	West Campus	1 Story	11,520	1981	New	All Floors	No	System	good	Client Residential	Program	Day Program
117	Woodside Building	West Campus	1 Story	11,520	1981	New	All Floors	No	System	good	Client Residential	Program	Day Program
118	Training/Activities Center, New Greenhouse	West Campus	1 Story	18,130	1983	New	All Floors	No	Independent Oil	good	Program/ Recreation	Program/ Greenhouse	Day Program
119	Chapel	West Campus	1 Story W/ Basement	17,112	1960	No	1st Floor Only	Yes	System	good	Chapel	Chapel	Support
120	Old Greenhouse	Center Campus	1 Story	3,655	1946	No	None	Yes	System	fair	Greenhouse	Program	Day Program
121	Vault #14	East Campus	1 Story	150	1954		None	No	None	poor	Electrical Distribution	Electrical Distribution	Additional Structure
122	Electrical Substation	Center Campus	1 Story	150	1963		None	No	None	good	Electrical Distribution	Electrical Distribution	Additional Structure
123	Maintenance Building - Plumbing Shop	Center Campus	1 Story	180	1937	No	None	Yes	System	fair	Maintenance/ Plumbing Shop	Maintenance/ Plumbing Shop	Support
124	Grounds Department	Center Campus	1 Story	5,760	1973	No	None	Yes	Propane	poor	Grounds Department	Grounds Department	Support
125	Eunice Kennedy Shriver Center	East Campus	4 Stories W/ Basement	48,757	1973	No	All Floors	Yes	System (Gas)	good	Research	UMass Med School	Admin.
126	Old Pool Area (not a bldg.)	West Campus		4,950	1973	No		?	Propane	good	Pool - Recreation	Pool - Recreation	Additional Structure
127	Pool Shed 1	West Campus	1 Story	64	1982	No	None	?	Propane	poor	Pool Filtration and Pump (Heater)	Pool Filtration and Pump (Heater)	Additional Structure
128	Pool Shed 2	West Campus	1 Story	80	1979	No	None	?	Propane	poor	Pool Filtration and Pump (Storage)	Pool Filtration and Pump (Storage)	Additional Structure
210	Malone Park ICF #21	West Campus	1 Story	4,123	1986	New	All Floors	No	Independent Oil	good	Client Residential	Client Residential (8 Beds)	Residential

Appendix 2: Building Inventory

Identification			Size		Construction Information					Utilization			
Building Number	Name	Location	Height	GSF	Year Constructed	Renovated	ADA Accessibility	Potential Asbestos Hazard	Heat/Hot Water Supply	Current Condition	Past		Current
											Past Use	Current Use	DMR Current Usage Code
220	Malone Park ICF #22	West Campus	1 Story	4,123	1986	New	All Floors	No	Independent Oil	good	Client Residential	Client Residential (8 Beds)	Residential
230	Malone Park ICF #23	West Campus	1 Story	4,123	1986	New	All Floors	No	Independent Oil	good	Client Residential	Client Residential (8 Beds)	Residential
240	Malone Park ICF #24	West Campus	1 Story	4,123	1986	New	All Floors	No	Independent Oil	good	Client Residential	Client Residential (8 Beds)	Residential
400	Pearlman Building (New Food Service)	Center Campus	2 Stories	27,712	1993	New	None	No	System (Gas)	good	Food Prep/ Distribution	Food Prep/ Distribution	Support
501	Site 5 Building	West Campus	1 Story	12,000	1986	New	All Floors	No	Independent Oil	good	Program/ Client Residential	Program	Day Program
700	Site 7 Building	West Campus	1 Story	20,064	1985	New	All Floors	No	Independent Oil	good	Flow Inc. Program	Flow Inc. Program	Day Program
701	Greenhouse Sales	East Campus	1 Story on Slab	100	?	No	None	No	Electric Heat	good	Program	Program	Day Program