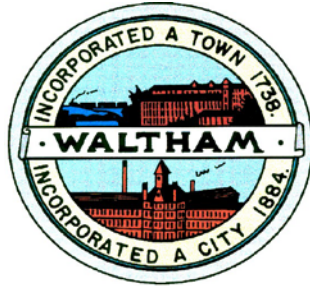


The City of Waltham



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

**Design, Sidewalk Re-Construction on One Side of Lincoln Street
From Lexington Street to the Intersection of Winter Street**

The bid opening will be held: 10:00 AM, Friday June 15, 2018

Site Inspection & Pre-Bid Meeting: 10:00 AM Thursday June 7, 2018

(Meet at the Corner Of Lexington Street and Lincoln St
Waltham, MA 02453)

Table of Contents:

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

Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR BID (RFB)

Under the rules of M.G.L. Chapter 30B the Purchasing Department of the City of Waltham hereby requests sealed bids for:

Design, Sidewalk Re-Construction on One Side of Lincoln Street From Lexington Street to the Intersection of Winter Street

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

10:00 AM, Friday June 15, 2018

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

Specifications and information available at the Purchasing Agent's Office or in 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, Lincoln Street Sidewalk

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 wishes to engage a Landscape Architect for the design of the Side Walk on one side of Lincoln Street from Lexington Street to the intersection of Winter Street

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.

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

Michael Chiasson, Director, Public Works Dept.
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. PRINTING OF 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. Responses are to be stapled with one staple in the upper left corner. A Binder clip is also acceptable. Print pages single sided.

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 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.

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

8. EXCEPTIONS

No Exceptions will be acceptable to the City. The City's intent is to purchase precisely what is specified in the document. Only equal or better grade specifications shall be considered by the City.

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, completeness of your RFP response, responsiveness, responsibility, best price and experience.

11. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on the following rating, which will apply to all Technical background, Price, and Compliance requirements.

12. TAX EXEMPT.

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

13. 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.

14. 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.

15. 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.

16. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CORPORATION INFORMATION, 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.

17. 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.

20. 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.

21. 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.

22. 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.

23. GUARANTEES.

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.

24. 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.

25. BEST AND FINAL OFFER.

The Waltham Purchasing Department reserves the right to request best and final offers from the lowest responsible and responsible bidder. Best and final offer will be exercised should the CPO deem it is in the best interest of the Waltham Purchasing Department in order to obtain the best value.

26. **CHANGE ORDERS.**

Change orders are not permitted. The designer is required to make up the added, normally associated with a CO , by finding efficiencies and reducing redundancies elsewhere in the Scope of Work.

27. **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.

28. **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.

29. **ORIGINAL SIGNATURES**

Where a signature is required in the bid documents, the vendor is required to place an original “wet” signature. The Certificate of Vote Authorization, Certificate of Non Collusion Certificate, Tax Compliance Certificate, Debarment Certification, Notary Public Certification and the Bid Form (price form) MUST bear an original “Wet” signature by the authorized corporate officer. The Notary Public Certification must be from a notary permitted to practice in this country. No certifications by a foreign Notary public will be accepted.

30. **PRINTING AND ASSEMBLY BID SUBMISSION**

Bid responses shall be submitted in single page printing format. No double sided printing is accepted by the City. The response binding shall be with an appropriately sized clip binder. No staples, no metal or plastic binding is accepted.

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City 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 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 them arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the Contractor, his 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 United States of America and all agencies having jurisdiction.

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 period required to complete the project from the date first placed by the Mayor's Signature.

7. INSURANCE

A. WORKMAN'S COMPENSATION: The Contractor shall provide by 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.

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

C. AUTOMOBILE (VEHICLE) LIABILITY

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

D. UMBRELLA POLICY \$2,000,000

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 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 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 Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

9. MATERIALS

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 FOR CONVENIENCE

The City of Waltham may, in its sole discretion, terminate all or any portion of this Agreement or the work required hereunder, at any time for its convenience and/or for any reason by giving written notice to the Contractor thirty (30) calendar days prior to the effective date of termination or such other period as is mutually agreed upon in advance by the parties.

If the Contractor is not in default or in breach of any material term or condition of this Agreement, the Contractor shall be paid its reasonable, proper and verifiable costs up to the of termination to the extent previous payments made by the City of Waltham to the Contractor have not already done so. Such payment shall be the Contractor's sole and exclusive remedy for any Termination for Convenience, and upon such payment by the City of Waltham to the Contractor, the City of Waltham shall have no further obligation to the Contractor.

The City of Waltham shall not be responsible for the Contractor's anticipatory profits or overhead costs attributable to unperformed work.

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.

13. 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 CPO PRIOR to the commencement of the change order work. 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

14. 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.

15 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.

16 RIGHT TO AUDIT

TheWaltham Purchasing Department 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.

17. **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.

18. **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)

19. **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.

20. BUY RECYCLING REQUIREMENTS

The City of Waltham's Buy Recycling Procedure follows the EPA's Comprehensive Procurement Guideline (CPG) program promoting the use of materials recovered from solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacturing of new products. The City requires that the purchase of products and material supplied by subcontractors originate, as often as practical, from the recycling of previously used materials.

21. M.G.L. A. 156C § 67. CERTIFICATION OF AUTHORITY TO ACT FOR A LIMITED LIABILITY COMPANY (LLC)

Limited Liability corporations are required to file with the City a certificate showing they have the authority to contract.

Any person who is identified on the certificate of organization, as amended, of a domestic limited liability company, or on the application for registration, as amended, of a foreign limited liability company, as a manager or as a person who is authorized to execute any documents to be filed with the office of the state secretary, is required to certify as to the incumbency of any manager or member and as to the authority of any person, whether or not such person is identified on the certificate of organization or on the application for registration, to act for the limited liability company, including without limitation with respect to the matters referred to in section sixty-six, and any such certification shall be binding on the limited liability company in favor of a person relying in good faith on such certification, notwithstanding any inconsistent provisions of the operating agreement, side agreements among the members, the managers or both, by-laws or rules, resolutions or votes of the limited liability company.

Specifications

Scope of Work

The scope of work involves designing the sidewalks on one side of Lincoln Street from Lexington Street to the intersection of Winter Street. The Designer shall propose the best side of the street for the construction of the Sidewalk. The length of the distance between Lexington Street and the Winter Street Intersection is 1,740 Ft.

See Also the attached area map -**Exhibit A**

The **final design must be delivered 90 days from** the date of the Notice-to-Proceed (**NTP**)

DELIVERABLES BY THE DESIGNER

TASK 1: Field Survey / Updated of Existing Conditions

To the extent that is necessary to develop plans and specifications for improvements, the Designers will conduct any survey of the property (limited to property lines and utilities) needed to complete project, by registered surveyor and update existing information on the site. Upon completion of the task, the Designer 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 Designer will generate preliminary designs for the side walk, including 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 Designer shall refine the preliminary designs and develop a final design including solid cost estimates. The Designer 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 photo's, sketches and models is encouraged to supplement plan layout.

TASK 3: Conduct Outreach

The design for this project will be determined through a public process of meetings and decisions, involving input from City officials, committees, neighborhood abutters, local residents in addition to city officials, and city departments. The Designer is encouraged to attend the pre-bid meeting and become familiar with the site. The Designer will conduct any neighborhood-outreach meetings required and be prepared to make presentation(s) to the City Committee regarding the proposed improvements to the facility. Final approval of the Mayor and the City Committee 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 Designer shall prepare detailed construction documents including working drawings, technical specifications, bid documents, and a final cost estimate for the facility. The drawings shall be stamped by the required professionals. The Designer 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 Public Works Department and the Waltham Engineering Department). The Designers may be required to obtain approval for facility designs from the Conservation Commission and/or other Boards/Commissions needed.

The Designer will collaborate on this Task as necessary with all required municipal departments including, but not limited to, The Mayor and City Committee, Engineering, Wires, and others.

TASK 5: Bid Procedure

The Designer shall attend a pre-bid meeting/site walkthrough, 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. All bidding functions will be performed by the City's Purchasing Department

TASK 6: Construction Administration/Oversight

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

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 Authority..... _____
- Certificate of Vote Authority, Limited Liability Company **(If an LLC)** _____
- Three (3) References..... _____
- Debarment Certificate _____

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 signature is 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)

(Name of business)

(Original signature is 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

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.

CERTIFICATE OF VOTE OF AUTHORIZATION

(Original signature is required)

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: _____

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 signature is 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 _____

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.

(Original signature is required)

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, Municipalities 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 Chief Procurement Officer 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 _____

(Original signature is required)

(Fill out if an LLC)

**CERTIFICATE OF AUTHORITY LIMITED LIABILITY
COMPANY**

The undersigned, being (a/the) duly elected, qualified and active (member/ manager) of _____
a Massachusetts limited Liability Company (hereinafter "the Company")

Does Hereby Certify that:

1. The Articles of Organization of the Company were duly filed with the Office of the Secretary of State of the State of Massachusetts on _____ and the Articles of Organization have not been (further) amended..

2. The Company has complied with the publication requirements contained in Section 67 of the Limited Liability Company Law.

3. There exists an Operating Agreement of the Company and that the said Operating Agreement has not been amended or repealed and that the said Operating Agreement remains in full force and effect as of this date.

4. Neither the Articles of Organization nor the Operating Agreement (as amended) require any further act to be taken or a meeting to be held by its members other that as follows:

5. All said requirements, whether as contained in the Articles of Organization or in the Operating Agreement or by operation of law as to the transaction of _____, 20____ have been met.

6. The following person or persons has/have been duly authorized by the Company to execute all documents in connection with said transaction and that the signature appearing to the right of their name(s) is his/her genuine signature.

NAME	OFFICE HELD	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Original signature is required)

IN Witness Whereof, the undersigned has executed this Certificate of Authority this

_____ day of _____, 20_____.

(Signature)

STATE OF MASSACHUSETTS, COUNTY OF _____

On the _____ day of _____, 20__ , before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____

My Commission Expires: _____

Notary Stamp:

BID PRICE FORM

Follows

(Original signature is required)

PRICE SHEET

The company listed below offers the **fixed not-to-exceed price** for the service described within this document for:

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 BID \$ _____

Company Name: _____

Address: _____

Tel No.: _____ **Email Address:** _____

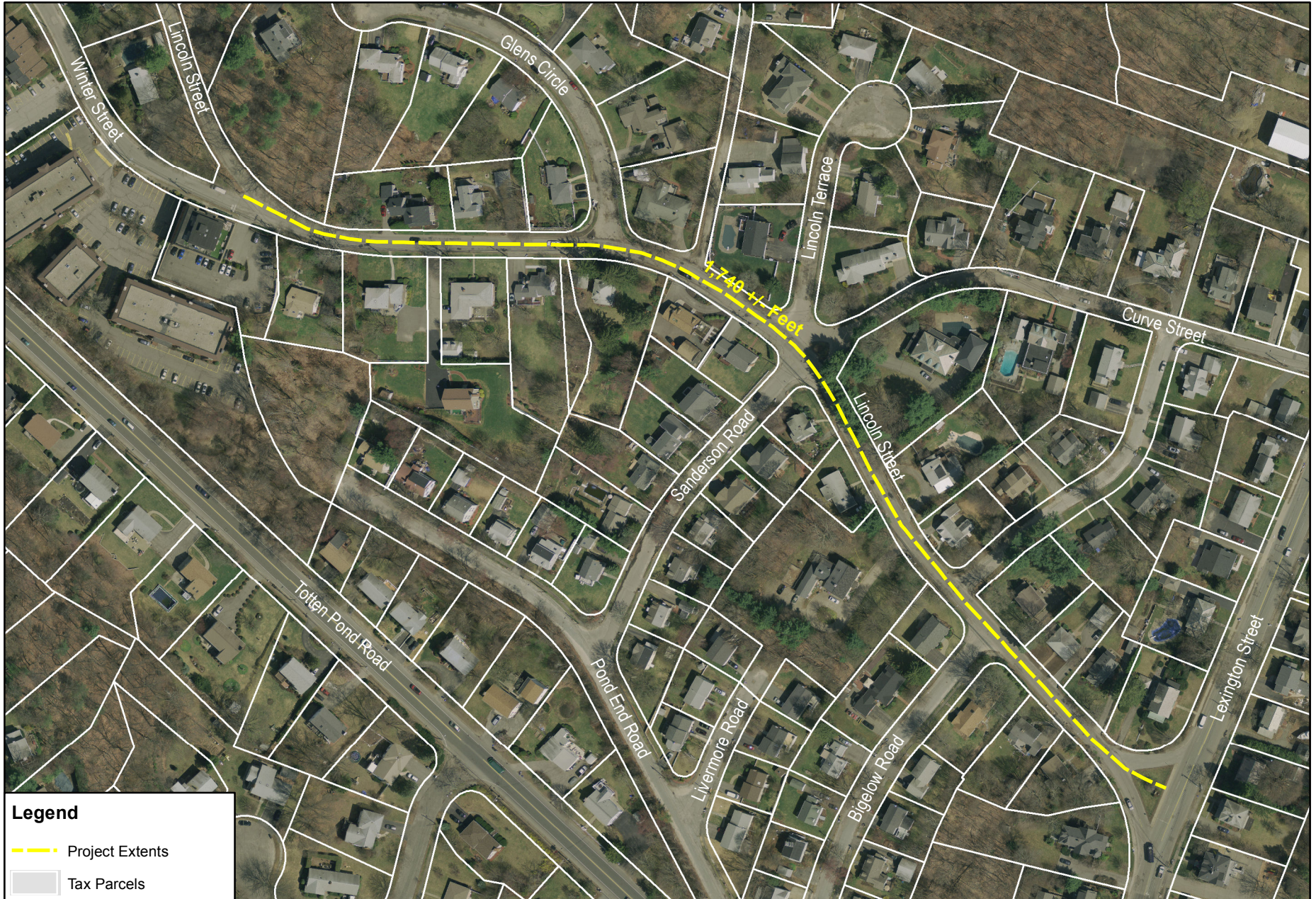
Authorized Signature: _____

Print Name and Title of Signatory: _____

Date: _____

Bidder Acknowledge Receipt of Addendum No. (s): _____, _____, _____, _____, _____, _____.

EXHIBIT A



Legend

- Project Extents
- Tax Parcels

DATA SOURCE:

The digital planimetric base map data was developed by Chas H Sells, Inc. and is based on spring 2015 1"= 40' scale color orthophotographs. Map prepared by City of Waltham GIS. Level 3 parcel data is current as of January 1, 2018.



Lincoln Street
Proposed Sidewalk - Project Extents
Waltham, Massachusetts

