**Designer Selection Board** 

of the

City of Waltham, Massachusetts



## Invites, in accordance with the Massachusetts General Law Chapter 7C, §§44-58, Interested Parties To propose the best plan

For the:

**Design Services for the New Police Station** 

Your response is due to the Purchasing Office no later than:

PROPOSALS DUE: September 14<sup>th</sup>, 2022 at 10:00AM

Last day for Written Questions<u>: September 8<sup>th</sup>, 2022 at 12:00PM</u> (Via email ONLY to <u>cphilpott@city.waltham.ma.us</u>)

## **CONTRACT**

## **ARTICLE 1: DEFINITIONS**

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

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

<u>Attachment A</u>: Attachment A, attached hereto and incorporated herein by reference, is the Scope of Services for this project.

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

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

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

**Basic Services:** All services required to be performed by the Designer under this Contract except those for which reimbursement is made or provision for additional compensation provided for under Articles 6 and 7. **Construction Contract**: One or more contracts between the City of Waltham and a general contractor for the construction of the Project.

**Construction Cost:** The cost of constructing the Project inclusive of all designed construction,

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

**<u>Construction Cost Estimate</u>**: The written estimate of the Construction Cost of the Project prepared by the Designer at various phases of the Project on the basis of the *Uniformat II Elemental Classification for Building Specifications, Cost Estimating and Cost Analysis* dated October 1999 published by the U.S. Department of Commerce NIST to the level of detail specified in this Contract. The following contingencies are included in the Construction Cost Estimate: estimating, phasing and temporary work, and escalation. The term also includes the final cost estimate.

**<u>Consultant</u>**: A subcontractor of the Designer.

**Contract:** This Contract for Designer's Services.

**<u>Contract Schedule</u>**: A critical path management or Gantt schedule for the activities of the Designer and its Consultants required by this Contract.

**Estimated Construction Cost:** The Construction Cost as estimated in the Construction Cost

Estimate prepared by the Designer at various phases of the Project to the level of detail and in the format specified in this Contract.

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

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

Laws: Applicable statues, acts, rules, regulations, requirements, orders, directions, ordinances,

judgments, decrees, and injunctions of or by the United States of America, the City of Waltham of Massachusetts; and any political subdivisions of either of them; and any agency, department, commission, board, bureau, or instrumentality of any of them.

**Neutral**: An impartial third party not having an interest in with the City of Waltham, User Agency, Designer, any construction contractor on the Project, or the Project.

**Notice to Proceed:** A written communication from the Purchasing Agent of the City of Waltham directing the Designer to perform services for the particular phase of the Project as set forth in such communication. **Owner's Project Manager:** A professional consultant or professional construction manager hired by the City of Waltham pursuant to M.G.L. c. 149, s. 44A1/2 or otherwise to work with the Designer as the owner's representative on the project to ensure an optimum project including construction quality, cost control, and schedule control.

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

**<u>Program</u>**: The program prepared for the Project and any other pre-design document prepared for the Project in accordance with any other statute, appropriation, authorization or administrative directive consistent therewith.

**Project:** The Project identified in this Contract.

**<u>Qualified Testing Laboratory</u>**: A properly licensed facility capable of performing specific analysis of samples and approved by the City of Waltham.

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

**<u>Resident Engineer</u>**: The on-site representative of the City of Waltham for the Project.

**Schedule of Values:** A schedule prepared by the Designer and Approved by the City of Waltham that allocates the payments of the Basic Fee to various milestones in the performance of the Designer's Basic Services, which schedule shall be consistent with the percentages specified in Section 8.2.

**<u>Standard Designer Application</u>**: The Standard Designer Application Form for Municipalities and Public Agencies created by DCAMM is to be completed by the Designer submitting proposals.

**User Agency:** The department, county, commission, board or agency that will occupy the Project or for which the Project shall be undertaken.

## ARTICLE 2: RESPONSIBILITIES OF THE CITY OF WALTHAM

- **2.1** <u>Approvals</u>. The City of Waltham shall either i) render to the Designer any Approval required by this Contract or ii) notify the Designer in writing that such Approval is being withheld.
- **2.2 <u>Payment</u>.** For satisfactory performance of all of the Designer's obligations under this Contract, the City of Waltham shall compensate the Designer in accordance with the provisions of Articles 5, 6, 7, 8, and 9 of this Contract.
- **2.3** Surveys and Data. To the extent possible, the City of Waltham shall furnish to the Designer existing and available surveys of the Project's building site or sites, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the site or sites; reports from any borings, test pits; chemical, mechanical or other tests; photographs and information as to water, sewer, electricity, steam, gas, telephone and other services; and data and drawings regarding existing buildings. All items and data provided to the Designer by the City of

Waltham shall remain the property of the City of Waltham. The Designer may use items and data provided by the City of Waltham only for the purposes of this Contract, unless the City of Waltham shall give the Designer specific written permission for some other use. The City of Waltham does not guarantee nor does it make any express or implied warranties concerning the accuracy of any such information furnished to the Designer.

- 2.4 <u>No Waiver</u>. The City of Waltham's review, Approval, acceptance of, or payment for, any of the services furnished by the Designer shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The City of Waltham's Approval shall not in any way relieve the Designer from performing all work required under this Contract in accordance with the standard of care set forth in Section 3.3 herein.
- 2.5 <u>Right to Rescind Approval of Consultant</u>. The City of Waltham may rescind the City of Waltham's prior consent to a Consultant if a Consultant or subcontractor is incompetent, irresponsible or otherwise unsatisfactory, and the Designer shall remove such Consultant or subcontractor from the work. If a Consultant is so removed, the Designer shall provide another Consultant with similar credentials and qualifications (including but not limited to MBE/WBE) that meets with the Approval of the City of Waltham. The removal of such Consultant or sub consultant shall not relieve the Designer from its responsibilities for services of its Consultants and sub consultants under this Contract.

#### ARTICLE 3: DESIGNER'S BASIC SERVICES -- GENERAL

- 3.1 **General.** The Designer shall perform professional services in accordance with the terms of this Contract, the Study for the Project which is incorporated herein by reference, the Scope of Services set forth in Attachment A, the provisions of M.G.L. c. 7, § 42C, the City of Waltham requirements, and in accordance with the procedures set forth in Attachment B. If the Designer did not perform the Study for the Project, then the Designer Selection Board advertisement is also incorporated herein by reference and the Designer shall perform its services in accordance with such advertisement. In the case of conflict between the terms of this Contract and any of the provisions incorporated herein by reference, the provisions of this Contract shall control. The Designer shall be responsible for the professional accuracy and coordination of all designs, drawings, specifications, cost estimates, and other services and submittals furnished by Designer and by its Consultants in accordance with the standard of care set forth below in paragraph 3.3. The Basic Fee shall compensate Designer for all of Designer's obligations specified in this Contract except as otherwise specifically provided herein. Unless otherwise specified in the Scope of Services the Designer's Basic Services do not include pregualification services required for either a Construction Manager At-Risk Project in accordance with M.G.L. c. 149A or prequalification services required or decided upon by the City of Waltham under M.G.L. c. 149 §§44D1/2 or 44D3/4.
- **3.2** <u>Staffing; Time of Essence</u>. The Designer's personnel who shall provide services under this Contract are those listed in Attachment C. The Designer shall provide sufficient personnel to complete the services required by this Contract in a continuous and timely manner, and shall meet the Approved Contract Schedule agreed upon in accordance with Section 4.1 of this Contract. Time is of the essence of this Contract.
- **3.3** <u>Standard of Care, Compliance with Laws</u>. The Consultant agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals or consultants engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice. In addition to and without limiting the foregoing, the Designer agrees that the work and

services performed hereunder shall conform to the standards set forth in this Contract and will endeavor to conform to all applicable Laws.

- **3.4** <u>**Quality Assurance**</u>. The Designer shall demonstrate to the Authority the presence and implementation of quality assurance procedures. The Designer shall identify individual(s) responsible for bid document review and cost estimating, as well as methods utilized to determine the completeness, accuracy, and coordination of drawings, specifications, cost estimates, and other data and documentation.
- 3.5 Fixed Limit Construction Cost. The Designer shall determine the materials, equipment, component systems and types of construction included in the design of the Project so that it may be awarded within the Fixed Limit Construction Cost without alternates (unless Approved by the City of Waltham) and without allowances of any nature. Such determination shall be subject to the Approval of the City of Waltham. If the City of Waltham has appointed a construction manager or an independent cost estimator for the Project, the Designer shall validate its Construction Cost Estimates with such person. Construction Cost Estimates shall be subject to the Approval of the Authorized Representative. The decision of the City of Waltham shall be final in matters pertaining to this section but the Designer shall not be responsible for any decision by the City of Waltham that is inconsistent with generally accepted standards of professional practice provided that the Designer shall have advised the City of Waltham in writing of the inconsistency at the time of the Approval. If within three (3) months after approval of Construction Documents, in final form, the bids of the lowest responsible and eligible bidders exceed the Fixed Limit Construction Cost, the Designer shall, if so instructed in writing by the City of Waltham, provide such revised construction drawings and specifications and Construction Cost Estimates as the City of Waltham shall require for the purpose of bringing the cost within the Fixed Limit Construction Cost; provided that Designer may in connection with such revision make reasonable adjustments in the scope of the project subject to the written approval of the City of Waltham. The Designer shall not be paid additional compensation for such services.
- **3.6** Designer to Evaluate Surveys and Data. The Designer shall analyze and evaluate the information furnished by the City of Waltham pursuant to Section 2.3 above. If items or data of the type identified in Section 2.3 are not available or are, in the reasonable opinion of the Designer, insufficient to permit the Designer properly to perform its services hereunder, the Designer shall submit a written request to the City of Waltham for permission to obtain the services of one or more Consultants to perform the necessary services, in which case unless the services are included in the Scope of the Contract, the Designer shall be reimbursed in accordance with Article 7 (Reimbursable Costs and Expenses), or to perform the services with the Designer's own employees, in which case the Designer shall be compensated in accordance with Article 6 (Additional Services; Additional Compensation). In no case shall the Designer commence or authorize a Consultant to commence such services without the prior Approval of the City of Waltham.
- **3.7** Corrections by City of Waltham. The Designer shall furnish appropriate competent professional services for each of the phases of the Project to the point where detail checking or reviewing by the City of Waltham is not necessary. Any changes, corrections, additions, or deletions made by the City of Waltham shall be incorporated into the design of the Project unless specific written objections thereto are made by the Designer and Approved by the City of Waltham. The decision of the City of Waltham shall be final in matters pertaining to this section, but the Designer shall not be responsible for any such decision by the City of Waltham that is inconsistent with generally accepted standards of professional practice provided that the Designer advised the City of Waltham in writing of the inconsistency at the time the decision was made.
- **3.8** <u>Employment of Consultants</u>. Subject to the provisions of this Contract and the Approval of the City of Waltham, whenever the services of the following Consultants, and any other Consultants listed in

	Attachment A or in the Designer Selection Board's advertisement for the Project, are required, the Designer shall employ them and be responsible for their work and the coordination and supervision thereof: structural engineers, electrical engineers, mechanical engineers, civil engineers, plumbing engineers, sanitary engineers, architects, landscape architects, code specialists, cost estimators, specification writers, interior designers, and [insert others, if required]:					
	Consultants shall be registered in Massachusetts in their respective disciplines if registration is required by the applicable Laws. If the City of Waltham directly employs an independent cost estimator, Owner's Project Manager, and/or other consultant(s), the Designer and its Consultants shall work directly with the City of Waltham's consultant(s) to ensure that optimum cost, scheduling,					
3.9	and ease of construction objectives are met. <u>Approval of Consultants.</u> Except as specifically provided in this Contract, the Designer shall not employ Consultants, or sublet, assign or transfer any part of its services or obligations under this Contract without the prior Approval of the City of Waltham. The Designer shall provide the City of Waltham with complete copies of its contracts with each of its Consultants within 14 calendar days of the execution of such contracts.					
3.10	<u>Consultants Barred from Construction Work.</u> The Designer shall not employ in any element of design, specification, estimating, evaluation or other work under this Contract any person or firm that expects to be a bidder, subcontractor or supplier for the construction of the Project or any part thereof. The Designer shall obtain from every Consultant a written representation that such Consultant is aware that it is prohibited from serving as a bidder, subcontractor, or supplier for the construction of the Project or any part thereof.					
3.11	<b>Prompt Payments to Consultants.</b> The Designer shall, within 14 calendar days after receiving payment from the City of Waltham, either make payment to each Consultant whose work was included in the work for which such payment was received or notify the City of Waltham in writing of the reason why such payment is not being made within such time period.					
3.12	<b>Proprietary Items.</b> The City of Waltham becomes the sole proprietor of all design and bid documents including specifications, drawings, plans, submittals and all other information for which the Designer has been paid to produce.					
3.13	ADA, Handicap Access and Nondiscrimination Laws. Consistent with the standard of care and practice stipulated in Section 3.3 above, the Designer shall perform its services under this Agreement in strict compliance with all Laws relating to architectural accessibility, including without limitation, the applicable sections of the Americans with Disabilities Act of 1990 ("ADA", 42 U.S.C. sections 12101 et. seq.), the ADA Accessibility Guidelines for Buildings and Facilities ("ADAAG"), and the regulations of the Massachusetts Architectural Access Board ("MAAB", 521 CMR 1.1 et. seq.). The Designer recognizes that the City of Waltham and the User Agency are Public Entities subject to Title II of the Americans with Disabilities Act, may be recipients of federal funds under the Rehabilitation Act of 1973, and are subject to the MAAB regulations referenced above. The Designer hereby					

assumes the Public Entities' obligations, including those that exist under the MAAB, ADAAG and/or the Rehabilitation Act of 1973 to design a facility accessible to and usable by people with disabilities. The Designer shall provide the City of Waltham with designs that provide access to all programs, activities and services to be conducted within the facilities to be designed in accordance with the scope of work of the Contract and to document compliance with the above referenced standards, as well as any variance or waivers of the above requirement the Designer may have obtained on behalf of the public entities. The Designer shall not seek any such variance or waiver of the above requirements without the express, written authorization of the City of Waltham. The Designer shall exercise due care and diligence in accordance with the standard of care set forth in paragraph 3.3 above, in performing the work required under this Contract to protect, indemnify and defend the City of Waltham from claims for failure to comply with the laws, rules and regulations pertaining to architectural accessibility for people with disabilities.

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

coordination, and evaluation of such Consultants' services, and for assuming liability therefore, the Designer shall be compensated as provided in Article 7.

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

## **ARTICLE 4: PROSECUTION AND PROGRESS OF BASIC SERVICES**

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

## 4.1 <u>Schematic Design Phase Services</u>.

- i. Upon receipt of a Notice to Proceed with Schematic Design Phase from the City of Waltham, the Designer and its appropriate Consultants shall meet with agents of the City of Waltham and the User Agency to arrive at a mutual understanding of the requirements of the Study or Program furnished by the City of Waltham.
- The Designer shall submit a proposed design work plan for the Designer's Services pursuant to this Contract including anticipated tasks and submittals. The Designer shall submit a proposed Contract Schedule consistent with any project schedule included in the Study or Scope of Services referenced in Attachment A. The schedule shall contain dates for submittals,

deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. It shall include allowances of time for the User Agency's and the City of Waltham's review and approval of submittals and for necessary submissions for Permits in connection with the Project. When Approved by the City of Waltham the work plan and the Contract Schedule shall govern the Designer's duties hereunder. The work plan shall also include a work plan schedule of values consistent with the payment schedule for the Basic Fee specified in Section 8.2, which shall be the basis of which payments of the Basic Fee within each phase shall be made. The work plan schedule of values shall identify deliverables within each phase and percentages of the phase fee payable upon completion of such deliverable. When Approved by the City of Waltham the work plan schedule of values shall govern the timing of payments of the Basic Fee upon completion of deliverables within each phase and as each phase progresses.

iii.

The Designer shall prepare a preliminary evaluation of the City of Waltham's Program, Study and construction budget requirements subject to the limitations described in subparagraph iv below. If the Designer is the Designer that performed the Study, the City of Waltham may at its option permit the Designer to develop the preferred Study alternative. Otherwise the Designer shall develop at least three alternative designs to a pre-schematic level. For the purposes of the preceding sentence "pre-schematic" means a general design concept level including program space and building envelope, footprint, massing, volume, orientation, and site context. Each pre-schematic alternative shall include a Construction Cost Estimate in Uniformat II Level 1 format. The Designer shall review with the City of Waltham the alternative designs and shall make a recommendation as to the preferred alternative. Upon selection by the City of Waltham of the preferred alternative, the Designer shall develop the preferred alternative to a full schematic design level. Schematic design level documentation shall incorporate City of Waltham and User Agency comments and shall include:

(a) drawings, concept sketches, three dimensional representations, and specifications;

(b) a building code analysis;

(c) an environmental assessment;

(d) a preliminary life cycle cost analysis,

(e) a plan for implementation or inclusion of any appropriate public utility energy conservation design programs;

(f) an analysis of the design's compliance with the Americans with Disabilities Act/Massachusetts Architectural Access Board requirements;

(g) a space measurement analysis for the design which shall verify that the sum of all program floor areas in the Project plus all other floor areas in the Project equal the Gross Floor Area of the Project;

(h) a Construction Cost Estimate for the design in Uniformat II Level 2 format with aggregated unit rates and quantities supporting each item and verified as accurate and complete by the cost estimator and/or Owner's Project Manager, if any, employed by the City of Waltham;

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

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

i. Upon receipt of a Notice to Proceed with the Design Development Phase, the Designer and its Consultants shall meet regularly and as necessary with agents of the City of Waltham, shall

update and refine items submitted during the schematic design phase, and shall submit, on or before the date specified in the Contract Schedule, and on the basis of the Approved schematic design phase documents:

(a) an updated work plan and Project Schedule;

(b) a list of all Permits required to implement the design and a schedule of target dates for the procurement of such Permits, which list and schedule shall be regularly updated during the term of this Contract:

(c) information and documentation within the technical expertise of the Designer and its Consultants that is necessary for the City of Waltham to file Environmental Notification Forms, Environmental Impact Reports, and any other filings for Permits that must be filed during the design development phase;

(d) complete design development drawings, draft specifications indicating any filed sub-bid sections based on the cost of the work and other documents necessary to specify the size and character of the Project as to siting, landscape, architectural, structural, fire protection, plumbing, HVAC, electrical, ADA/MAAB, product requirements, and other features;

(e) quality control documentation demonstrating without limitation coordination of: ceiling clearances, mechanical room size, and shaft sizes; specifications and drawings; filed sub-bid work or sections; scheduling; equipment and power; existing and new construction; and phasing;

(f) design development drawings for which the Designer shall submit for a "tentative approval" review.

(g) a life cycle cost analysis to determine which design decisions related to all energy and water consuming devices and overall building operation and maintenance are the most cost effective [M.G.L. c. 149, s. 44M];

(h) a Construction Cost Estimate for the design in Uniformat II Level 3 format, with unit rates and quantities supporting each item, which shall have been reviewed and approved as accurate and complete by any cost estimator or Owner's Project Manager employed by the City of Waltham with respect to the Project;

(i) a space measurement analysis for the design verifying that the sum of all program areas in the Project plus all other floor areas in the Project equals the Gross Floor Area of the Project;

(j) a summary or summaries comparing the design development drawings, specifications and cost estimates with the Program requirements, and explaining any deviations in writing.

 Such drawings, specifications, cost estimate and other design development submittals shall be subject to the written Approval of the City of Waltham. Unless a lesser number is requested by the City of Waltham, the Designer shall submit to the City of Waltham for approval four (4) copies of design development drawings, specifications, cost estimates, and other submittals.

## iii. Schematic and Final Design Completion

The Schematic Design shall be submitted within **180 calendar days** from the date of the **Notice-to-Proceed.** Final Design shall be submitted within **300 Calendar days**.

## 4.21 <u>Ownership of Designer produced documents.</u>

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

## 4.3 <u>Construction Documents Phase Services</u>.

i. Upon receipt of a Notice to Proceed with the Construction Documents Phase of the Project from the City of Waltham, the Designer and its Consultants shall meet regularly as necessary with agents of the City of Waltham, and based on the submittals Approved in the design development phase of the Project, shall update and refine the items previously submitted and shall submit on or before the date and time specified in the Approved Project Schedule:

(a) an updated work plan and Project Schedule;

(b) complete construction drawings and specifications, certified by the Designer as having satisfied the applicable quality control review, approved as required by subsection ii below, in sufficient detail to permit fixed-price bids in open competition for construction of the Project;

(c) an updated environmental assessment, building code analysis, ADA/MAAB analysis, and a certified list of all required testing and all required Permits as well as a certification that all applicable local, state and utility officials have been contacted by the Designer regarding each utility connection and that the persons responsible for permits or connection approval has agreed to the systems' use;

(d) structural and energy calculations, building code analysis, ADA/MAAB analysis;
(e) at the 60% stage of completion of the final drawings and specifications, a Construction Cost Estimate prepared using the Uniformat II Classification to Level 3, including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work, for review by the City of Waltham;

- ii. The Designer shall furnish a revised and final Construction Cost Estimate, current as of the date of the final bid document submission, including cost estimates for general conditions, overhead and profit, insurance, bonds, and all other items; provisional allowances for work not sufficiently designed at this phase; and allowances expressed as percentage rates for construction contingencies and escalation to the bid date. The final Construction Cost Estimate shall be prepared in Uniformate II Elemental Classification to Level 3 (Sections A-G inclusive) and shall be complete with a single line outline specification description for each item with the detailed unit rate or item cost buildup provided as a backup in each case.
- iii. The Designer shall furnish a final Construction Cost Estimate, current to the date of the final bid document submission.
- iv. The Designer shall also submit a summary comparing the final construction drawings and specifications and final Estimated Construction Cost with the Program requirements and submittals made during the design development phase, explaining any significant deviations.
- v. All submittals shall be subject to the written approval of the City of Waltham. Unless a lesser number is requested by the City of Waltham or is provided below in subsection vii, the Designer shall furnish to the City of Waltham for approval six (6) sets of the drawings, specifications Construction Cost Estimates and other submittals. The Designer shall also furnish electronic media copies of the foregoing drawings and documents in such form as is required by the City of Waltham.
- vi. From the Approved construction drawings and specifications, with such changes as the City of Waltham requires, the Designer shall prepare and transmit to the City of Waltham a set of reproducible black and white drawings and original specifications on high quality white bond paper, single-sided, properly packaged, suitable for reproduction, stamped and signed by all disciplines, which documents shall become the property of the City of Waltham. Other suitable methods may be used with the prior Approval of the City of Waltham. One copy of

the drawings and specifications shall be submitted with the reproducible drawings and specifications.

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

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

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

(a) be charged with general administration of the Construction Contract to the extent set forth herein;

(b) furnish the general contractor with information for establishing lines and grades and such large-scale drawings and full-sized detailed drawings as are needed to implement the intent of the Construction Contract documents;

(c) promptly and in accordance with the requirements of the Construction Contract check, obtain testing where necessary, and approve samples, schedules, shop drawings and other submissions by the general contractor;

(d) prepare, maintain and update logs for all submittals and changes to the Construction Contract;

(e) visit the site at intervals appropriate to the stage of construction but not less than weekly, and observe the progress of the work, issue written progress reports, and conduct job meetings, and prepare and distribute meeting minutes to assure that the work is technically correct and is being built in conformance with Approved construction documents;

(f) report to the City of Waltham weekly in writing on the progress of the work including whether or not the general contractor is keeping as-built drawings updated;(g) on a weekly basis (or more often as may be necessarily), make specific recommendations on rejection of all Project work observed by the Designer that fails to conform to the Construction Contract documents, and review and inspect corrected work;

(h) require each Consultant employed in accordance with Article 3 to make visits weekly during the progress of any work to which that Consultant's services relate and to report upon it in writing to the Designer;

(i) conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the City of Waltham;

(j) observe the balancing of air and water circulation systems and report the results thereof;

(k) observe the setting and adjustment of automatic controls and report thereon; (l) in a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract documents, except as the City of Waltham may in writing otherwise determine;

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

(n) assist the City of Waltham in any bid protest hearings, and any other litigation.
(o) Except as otherwise specifically set forth in the Construction Contract documents, the Designer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Construction Contract documents

- ii. The Designer shall submit to the City of Waltham in a timely manner all requisitions for payment submitted by the general contractor in the form required by the City of Waltham. With respect to each such requisition, the Designer shall certify that the percentage of work included in the requisition is accurate and that the work performed conforms to the Construction Contract documents. In the event the Designer does not approve the requisition exactly as submitted by the general contractor, the Designer shall forward it for payment to the City of Waltham dated and signed with corrections with an accompanying letter of explanation setting forth the Designer's objections and recommended changes. The Designer shall coordinate the required visits to the construction site so as to enable it to submit to the City of Waltham the general contractor's monthly requisition for payment bearing the Resident Engineer's approval or accompanied by the Resident Engineer's letter of exceptions. Timely payments to the contractor are required by M.G.L. c. 30, § 39K; therefore, the Designer shall establish procedures assuring either immediate mail or messenger delivery of the requisition for payment to the City of Waltham, and shall process requisitions for payment within two working days after receipt of the same.
- iii. Before examining the requisition for final payment submitted to the City of Waltham by the general contractor and making any certification in response thereto, the Designer shall obtain from the general contractor As-Built Drawings, including drawings showing the actual installation of the site utilities, plumbing, heating, ventilating and electrical work under the Construction Contract, and recording all changes. The Designer shall ascertain that changes authorized by change orders are shown on the general contractor's As-Built Drawings. The Designer shall revise the applicable original reproducible drawings and electronic media drawings on the basis of the As Built Drawings and shall submit them as Record Drawings

along with two sets of prints to the City of Waltham; which Record Drawings shall become the property of the City of Waltham, all as part of its Basic Fee.

- iv. At the conclusion of the Construction Contract the Designer shall assist the City of Waltham's Authorized Representative or Owner's Representative in the evaluation of the performance of the general contractor as required by M.G.L. c. 149, § 44D or any other law.
- v. Two suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the City of Waltham at the conclusion of the Construction Contract.

## 4.5 COMPARATIVE EVALUATION CRITERIA

The City reserves the right to award the contract to the responsive and responsible qualification submittal which best meets the City's needs, taking into account firm qualifications, submittal quality, evaluation criteria. The awarding authority's decision or judgment on these matters shall be final; the committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the criteria may contain ratings of:

- o Unacceptable
- Not Advantageous
- Advantageous
- Highly Advantageous

#### The technical section of the RFP

## An "Unacceptable" rating in any one of the criteria will eliminate the proposal from further consideration.

Firms must meet the minimum Compliance requirements as specified. Failure to meet the minimum evaluation criteria will result in immediate rejection of the qualification submittal and will not be subject to further review.

The following criteria will be used in the evaluation of the architectural firm regarding the Technical or Non-Price Proposal in order to be placed on the short list for an interview with the Selection Committee.

# Responding Firms are to address each of the following criteria in a clearly labeled section of their response and in the <u>same order</u>.

- 1) The Firm Background, Relevant Experience and Capability to perform all of the aspects of the project, such as programming, building permitting, cost estimating and value engineering. Recent with projects comparable to the proposed project. Firm to describe relevant design in this type of project. (25 Points)
  - **a. Unacceptable:** Less than three (3) years of experience in providing Design services with documented examples of such services. Firm has no permitting or design background in providing this type of facility project. No projects of similar type have been successfully completed
  - **b.** Not Advantageous: Three (3) to five (5) years of experience in providing Design services with documented examples of such services.
  - c. Advantageous: More than five (5) years of experience in providing Design services with documented examples of such services. Firm has prior experience in permitting and design in providing this type of facility project that is current (within the past 5 years). One (1) to Three (3) projects of similar type have been successfully completed.
  - **d.** Highly Advantageous: More than seven (7) years of experience in providing Design services in with documented examples of such services. Firm has prior experience with permitting and

design background in this type of facility project within that is current (within past 5 years).

Additional similar work is underway currently within the firm. Three (3) or more projects of similar type have been successfully completed.

- 2) Current Firm Capacity and References (25 Points). List significant current work and work completed in the last five (5) years, as well as projects in-house but not yet begun. Provide references with contact names and valid phone numbers of other clients whereby similar work has been performed.
  - a. Unacceptable: No or limited current work listed. References are not provided.
  - **b.** Not Advantageous: Firm capacity may be challenged by current work load when taking on this new assignment. References provided are not related to similar project type
  - **c.** Advantageous: Firm capacity appears to be able to handle this assignment with the given work load. More than three (3) references are provided from similar project types
  - **d. Highly Advantageous**: Firm capacity can easily handle this assignment with their given work load. Five or more references are provided for similar project types.
- 3) Project Discussion & Scope of Work, Project Understanding & Challenges, Project Approach (20 Points)
  - **a. Unacceptable** Proposal did not adequately convey the Proposers understanding of the project and the firm's approach to completing the project successfully.
  - **b.** Not Advantageous The response indicates the proposer may understand the Owner's needs, but the plan provided is not clear enough to make a determination. The Proposers approach does not instill confidence in a plan to complete the project in a well thought out manner.
  - **c.** Advantageous The Scope of Services response provided indicates the proposer will meet the needs of the Owner; and shows the Proposers demonstrated understanding of the project and their approach to the work required to complete a successful project.
  - **d. Highly Advantageous** The Scope of Services response provided clearly indicates the understanding and ability to successfully meet the needs of the Owner; shows the Proposers demonstrated understanding of the project; their ability to bring leadership to the project and that their approach to the project demonstrates a creative and thorough process

## 4) Resume of Designers Involved (10 Points)

- a. Unacceptable: No proposed designers.
- **b.** Not Advantageous: The proposed designers do not instill confidence by the Owner in the firm to be able to complete the project in a well thought out manner.
- **c.** Advantageous: The proposed designers provided two or more and indicate a good understanding of the project and the work required.
- **d. Highly Advantageous:** The proposed designers provided four or more, including a senior member of the Designer's firm, which indicates a proficient understanding of the project and the work required.

## 5) Municipal Experience (20 points)

- a. Unacceptable: No municipal experience provided.
- **b.** Not Advantageous: One to two previous projects completed of similar work.
- **c.** Advantageous: Three to four previous projects completed with municipal or government agencies.
- **d. Highly Advantageous:** More than four previous projects completed with municipal or government agencies.

## IV RULE FOR AWARD

The contract shall be awarded to the responsive and responsible proposer submitting the most advantageous proposal, taking into consideration the proposals relative merits. See also Section 2.4

## ARTICLE 5: DESIGNER'S BASIC FEE

- **5.1 Basic Fee.** For the performance of all services required in this contract and excluding those services specified under Articles 6 and 7, the Designer shall be paid a negotiated lump sum Fee.
- **5.2** <u>Equitable Adjustments to Basic Fee</u>. If there is a substantial change in the services provided in this Contract as determined by the City of Waltham, the Designer and the City of Waltham will agree to an equitable adjustment in the Designer's Basic Fee. For the purposes of this Contract, a "substantial change" in services shall include:
  - i. a substantial change in the scope of Designer's services that is not the fault of the Designer.
- 5.3 <u>Manner of Payment</u>. Payment of the Designer's Basic Fee shall be made in accordance with Article 8.

## **ARTICLE 6: OTHER SERVICES**

- 6.1 <u>Other Services</u>. With the prior Approval of the City of Waltham, the Designer shall perform all or any of the following services in addition to the Basic Services and shall be included in the base fee:
  - i. revise previously Approved drawings, specifications or other documents to accomplish changes authorized by the City of Waltham or required by changes in applicable Laws, and revisions not occasioned by the Designer's errors or omissions;
  - ii. attend permit or public hearings and preparing presentation renderings and presentation models in connection therewith that are authorized by the City of Waltham;
  - iii. prepare documents for alternate bids requested by the City of Waltham except or alternates required to be prepared by the Designer to adjust the Estimated Construction Cost to within the Fixed Limit Construction Cost;
  - iv. assist the City of Waltham with the pre-qualification of bidders in accordance with M.G.L. c. 149, §§ 44E1/2 and 44D3/4 or M.G.L. c. 149A
  - iv. to the extent not specified in the Scope of Services, provide prequalification services required in accordance with M.G.L. c. 149A for the Construction Manager At-Risk Delivery Method;
  - v. provide consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in Article 3 as may be required in connection with the replacement of such work;
  - vi. provide professional services necessary to evaluate substitutions proposed by the general contractor and preparing subsequent revisions to drawings and other documents resulting there from or furnishing professional services made necessary by the default of the general contractor;
  - vii. provide services after final payment to the general contractor, except for services occasioned by the Designer's errors or omissions;
  - viii. prepare change orders and supporting data, except as set forth in Section 6.4;
  - ix. revise construction drawings and specifications submitted in their final and complete form for which bids were not received within six months after submission;
  - x. make studies other than those normally required and preparing applications and reports to assist the City of Waltham in obtaining federal aid;

xi. additional site visits requested by the City of Waltham for which additional payment is provided in Section 6.2.

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

- **6.2** <u>Additional Site Visits</u>. Additional services shall also include additional site visits by the Designer or its Consultants at the request of the City of Waltham during the construction administration phase at no additional cost to the City.
- **6.3** <u>**Compensation for Other Services.**</u> The services provided pursuant to sections 6.1 and 6.2 of this Article are part of the basic services rendered by the Designer and no additional compensation will be made. The cost of other services, if any, shall be incorporated in the basic fee.
- 6.4 <u>Change Orders and Modifications</u>. The Designer shall be compensated in accordance with the rates negotiated PRIOR to the change order or modifications. Neither the Designer nor its consultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of the bid documents, or that were occasioned by the Designer's errors or omissions, as reasonably determined by the executive head of the City of Waltham. The Designer shall not be compensated for any services involved in preparing changes required to make unit price adjustments due to existing conditions, nor for services involved in change orders for time extensions only. Changes for which the Designer receives no compensation under this Article shall be called "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not waive the City of Waltham's legal remedies regarding such changes.

## ARTICLE 7: REIMBURSABLE COSTS AND EXPENSES

- 7.1 <u>General.</u> The Designer shall be reimbursed by the City of Waltham for:
  - The actual cost to the Designer of special consultants Approved by the City of Waltham but not specified in Article 3 or in the Designer Selection Board's advertisement for the Project. No reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been previously approved by the City of Waltham. The City of Waltham will negotiate a lump sum fee.
  - ii. Permit filing fees and other actual costs for items not included in the Basic Fee, including special printing, but only when specifically authorized in writing in advance by the City of Waltham.
  - iii. For document copies in excess of 6.

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

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

## **ARTICLE 8: PAYMENTS TO THE DESIGNER**

- 8.1 <u>Change Orders</u>. Change Order Requests must be approved by the Mayor of Waltham in writing before any work is performed. See City Charter Provision Section 3-12 (Attachment E)
- **8.2** Schedule for Payment of Basic Fee. The lump sum fee under Article 5 above shall be paid in accordance with the Approved work plan schedule of values prepared in accordance with Section 4.1, for performance of all services specified in Articles 3 and 4. The Schedule of Values shall be

consistent with the following schedule so that the total installments of the Basic Fee in each phase of the schedule equals the percentage of the Basic Fee allocated to each such phase of the schedule below. Actual payments can be requisitioned by the Designer upon completion of deliverables within each phase as set for in the Approved work plan schedule of values:

- i. Fifteen percent (15%) for the schematics design phase services;
- ii. Twenty-five percent (25%) for the design development phase services;
- iii. Thirty percent (30%) for the construction documents phase services;
- iv. Thirty percent (30%) for the construction administration phase services.

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

- 8.3 Applications for Payment. All invoices except for those made under the provisions of Section 8.1 above may be submitted monthly and will be promptly processed by the City of Waltham if they are in conformity with this Contract and properly documented; if not they will be returned to the Designer. No invoice (other than an invoice for the final payment to Designer under this Contract) shall be required to be so submitted or processed when the net amount due is less than \$200. Amounts of less than \$200 shall be added to the subsequent month's invoice. All invoices from the Designer shall be submitted to the City of Waltham accompanied by a completed City of Waltham of Massachusetts Payment Voucher Input Form PV if this is a City of Waltham project, otherwise accompanied by such forms as the City of Waltham may require.
- 8.4 <u>Right of Offset</u>. If the City of Waltham finds that services previously paid for by the City of Waltham contained deficiencies, errors or omissions then the City of Waltham may withhold from any future payment an amount reasonably calculated by the City of Waltham to cover the cost of correcting the deficiency, error or omission until the services have been corrected. The City of Waltham may also offset against any payment due to the Designer the amount of any costs incurred by the City of Waltham arising from the Designer's failure to provide required services, deficiencies, errors or omissions. If the City of Waltham shall discover that the charge for any previously paid-for services was calculated based upon incorrect salary rates or other incorrect information, the City of Waltham may offset any overcharges against any future payment. Nothing in this paragraph shall limit any legal remedies of the City of Waltham against the Designer for default, errors, omissions, erroneous claims, false claims, tort claims, or any breach by the Designer of the terms of this Contract or applicable Laws.

## **ARTICLE 9: TERMINATION**

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

City of Waltham thereby. These rights and remedies of the City of Waltham are in addition to any rights and remedies provided by law or under this Contract.

- 9.4 <u>Termination by Designer</u>. By written notice to the City of Waltham, the Designer may terminate this Contract (i) if the City of Waltham, within sixty (60) days following written notice to the City of Waltham from the Designer of any default by the City of Waltham hereunder, shall have failed to remove such default, or (ii) if, after the Designer shall have performed all services required of the Designer in the schematic design phase, the design development phase, or the construction documents phase of the Project as described in this Contract, at least six months shall have elapsed without receipt by the Designer of a Notice to Proceed with the next phase of the Designer's services. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with this Contract up to and including the date of termination shall be paid to the Designer by the City of Waltham. The payments to the Designer shall not exceed the fair value of the Designer's work, as the City of Waltham shall determine. No amount shall be allowed for anticipated profit on unperformed services.
- **9.5** <u>Designer's Duties upon Termination</u>. Upon any termination of this Contract the Designer shall deliver to the City of Waltham all data, drawings, specifications, reports, estimates, summaries, and such other information and materials, whether completed or in process, as may have been accumulated by the Designer in performing this Contract.

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

- **10.1** <u>**Records to be Kept for Six Years.**</u> The Designer shall make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer. [M.G.L. c. 30, §39R(b)(1)-(2)]
- **10.2** <u>Records Open to Inspection</u>. Until the expiration of six (6) years after final payment, the City of Waltham and any other public official authorized by law, shall have the right to examine any books, documents, papers or records of the Designer or of its Consultants and subcontractors that directly pertain to, and involve transactions relating to, the Designer or its Consultants and subcontractors. [M.G.L. c. 30, §39R(b)(1)-(2).
- **10.3** <u>Changes in Method of Accounting</u>. If this Contract is a contract for an amount exceeding \$10,000 or is a contract for the design of a Project with an Estimated Construction Cost exceeding \$100,000, and if the Designer shall make any change in its method of maintaining records that would materially affect any statements filed by the Designer with the City of Waltham, the Designer shall forthwith deliver to the City of Waltham a written description of such change, the effective date thereof, and the reasons therefore. The Designer shall submit with such description a letter from the Designer's independent certified public accountant approving or otherwise commenting on the change. [M.G.L. c. 30, §39R(b)(3)]</u> The Designer hereby represents that there have been no such changes to date that have not been so reported to the City of Waltham.
- **10.4** <u>Warranty by Designer</u>. If this Contract is for an amount exceeding \$10,000 or is for the design of a Project with an Estimated Construction Cost exceeding \$100,000, the Designer warrants and represents that Designer has filed a statement of management on internal accounting controls as set forth in section 10.5 below prior to the execution hereof.
- **10.5** Filing of Statement of Management on Internal Accounting Controls. If this is a Contract for an amount exceeding \$10,000 or is for the design of a Project with an Estimated Construction Cost exceeding \$100,000, the Designer maybe requested to file with the City of Waltham a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that: (1) transactions are executed in accordance with management's general and specific authorization; (2) transactions are recorded as necessary i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii) to maintain accountability for assets; (3) access to assets is permitted only in accordance with management's general or specific authorization; and (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference. The Designer may also be requested to file with the City of Waltham a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to (1) whether the representations of management in response to this section and sections 1 and 2 above are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements. M.G.L. c. 30, §39R(c)]

- **10.6 Representation Regarding Audited Financial Statement.** If this is a contract for an amount exceeding \$10,000 or is for the design of a Project having an Estimated Construction Cost exceeding \$100,000, the Designer represents that it has filed prior to the execution hereof and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in section 7 below. M.G.L. c. 30, §39R(d)]
- **10.7** Filing of Annual Statement Required. The Designer shall annually file during the term of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the City of Waltham upon request. M.G.L. c. 30, §39R(d)]
- **10.8** <u>**Records Not Public.**</u> Records and statements required to be made, kept or filed under the provisions of this Article shall not be public records as defined in M.G.L. c. 4, s. 7 and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of section 10.2 above.

## ARTICLE 11: RELEASE AND DISCHARGE

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

## **ARTICLE 12: INSURANCE**

**12.1** <u>General Requirements.</u> The Designer shall purchase and maintain insurance of the type and limits listed in this Article with respect to the services to be performed under this Contract. This insurance shall be provided at the Designer's expense and shall be in force and effect for the full term of the Contract or for such longer period as this Article requires.

All policies shall be issued by companies lawfully authorized to write that type of insurance with a financial strength rating of "A-"or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the City of Waltham.

The Designer shall submit three originals of each certificate of insurance acceptable to the City of Waltham simultaneously with the execution of this Contract. The certificate of Insurance shall have written in the description of Services box, through a policy endorsement, the following language:

"The City of Waltham is a named additional insured for General Liability". Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-

insured retentions, and policy effective and expiration dates. The Designer shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the City of Waltham shall at all times possess certificates indicating current coverage. Failure by the Designer to obtain all policy renewals and to provide the respective insurance certificates as required shall constitute just cause for termination of Designer's services under this Contract.

Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the City of Waltham at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

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

- **12.2** Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers. The Designer shall purchase and maintain at its own expense during the life of this Contract the following insurance:
  - i. Workers' Compensation Insurance in accordance with M.G.L. chapter 152.
  - ii. Commercial General Liability Insurance, with a minimum limits of \$1,000,000 each occurrence.
     The City of Waltham is a named additional insured for General Liability.
  - iii. Automobile Liability Insurance at a limit of not less than \$1,000,000 each accident.
  - iv. Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract in the event of loss or destruction while in the custody of the Designer until the final fee payment is made or all data is turned over to the City of Waltham, and this coverage shall include coverage for relevant electronic media including, but not limited to, documents stored in computer aided design drafting (CADD) systems.
- 12.3 Professional Liability. The Designer shall maintain professional liability insurance covering errors and omissions and negligent acts of the Designer, and of any person or entity for whose performance the Designer is legally liable, the minimum amount of such insurance shall equal the lesser of \$5,000,000 or 10% of the Project's Fixed Limit Construction Cost but in no event less than \$250,000 per claim. Unless the Designer is specifically required to provide project specific insurance in the documents incorporated by reference into Section 3.1, the policy may be in a "claims made" format. If the policy is a "claims made" policy, it shall include a retroactive date that is no later than the effective date of this Contract, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the City of Waltham; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the City of Waltham pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the City of Waltham or the User Agency, which requirement can be met by providing renewal certificates of professional liability insurance to the City of Waltham as evidence that this coverage is being maintained.
- **12.4** <u>Liability of Designer.</u> Insufficient insurance shall not release the Designer from any liability for breach of its obligations under this Contract.

## **ARTICLE 13: INDEMNIFICATION**

The Designer shall indemnify and hold harmless the City of Waltham, the User Agency, the City of Waltham and all of their agents and employees from and against all claims, damages, losses and expenses, including but not limited to court costs, reasonable attorneys' fees, interest and costs arising out of or resulting from the wrongful and/or negligent acts or omissions of the Designer in performance of the

services covered by this Contract and/or of failure to comply with the terms and conditions of this Contract, whether by Designer or its employees, Consultants or subcontractors, provided that the City of Waltham shall notify the Designer of such suits and claims within a reasonable time after the City of Waltham becomes aware of them. The Designer shall be afforded an opportunity to participate in the defense and/or settlement of all such suits and claims. The Designer shall not be bound by the amount of damages suffered in any litigation or settlement unless the Designer is given the opportunity to participate in negotiations for settlement and/or defense of such litigation or claim.

## ARTICLE 14: NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

- 14.1 **Compliance.** The Designer shall comply with all Laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age sex, religion, physical or mental handicap, or sexual orientation or for exercising any right afforded by Law. The Designer shall comply with all applicable Laws prohibiting discrimination in employment including but not limited to: Title VII of the Civil rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; M.G.L. c. 151B, s. 4(1); and all relevant administrative orders and executive orders, including Executive Order 227 and Executive Order 246. If a complaint or claim alleging violation of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Designer and its agents agree to cooperate fully with MCAD in the investigation and disposition of such complaint or claim. In the event of the Designer's noncompliance with the provisions of this section, the City of Waltham shall impose such sanctions as it deems appropriate, including, but not limited to, withholding of payments due the Designer under this Contract until the Designer complies, and termination or suspension of this Contract.
- **14.2** <u>Material Breach</u>. Any breach of this Article shall be regarded as a material breach and shall be subject to all other `sections of this Contract. The City of Waltham shall have access to all records which are necessary to document compliance with this Article.

## ARTICLE 15: CHOICE OF LAW

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts.

## ARTICLE 16: AMENDMENTS, SEVERABILITY, and WAIVERS

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

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

## **ARTICLE 17: NON-APPROPRIATION**

This Contract is subject to appropriation of funds. Payments shall be made only for work performed in accordance with the terms of this Contract. The Designer shall not be obligated to perform, and may not perform, services outside the duration and scope of this Contract without an appropriate amendment to this Contract, and a sufficient appropriation(s) to support such additional services. The City of Waltham may immediately terminate or suspend this Contract in the event that the appropriation(s) funding this Contract is eliminated or reduced to an amount which will be insufficient to support anticipated future obligations

under this Contract.

#### **ARTICLE 18: NOTICES, APPROVALS, and INVOICES**

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

#### ARTICLE 19: CERTIFICATIONS OF DESIGNER MADE UNDER PAINS AND PENALTIES OF PERJURY

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

**19.1 Designer's Beneficial Owners.** By signing this Contract, the Designer certifies under the penalties of perjury that the following named entities and individuals are the legal and beneficial owners of the Designer as of the date of the execution hereof.

CORPORATION: (Names of Officers and Shareholders of Corporation, including their titles,

Federal ID Number:

PARTNERSHIP: (Names of all Partners):

Federal ID Number:

INDIVIDUAL (Name of Owner):

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

	<u>Name</u>	<u>Title</u>	Mass. Registration	
19.4	the penalties of p (4) a resume of th <u>No Inducements</u> . Designer has not g contribution or of Contract for desig agreed to give any corporation, or er subcontractor of a bona fide full-time in any way assist t understanding that contingent upon t <u>Tax Returns</u> . By s pursuant to Gene and complied with Chapter 151A, § 1	erjury that in accordance with the pro- be Designer has been filed with the D By signing this Contract, the Designer given, offered or agreed to give any p fer of employment as an inducement on services; no consultant to or subcor- y gift, contribution or offer of employ- ntity as an inducement for, or in contra- a contract by the Designer; and no per e employee of the Designer has been the Designer in obtaining the Contract at such person, corporation or other the award of the Contract to the Designer ce ral Laws Chapter 62C §49A, the Designer hall Laws of the City of Waltham relation	r certifies under the penalties of perju- person, corporation, or other entity are t for, or in connection with, the award ntractor for the Designer has given, or ment to the Designer, or to any other ection with, the award to the consult erson, corporation or other entity, oth retained or hired by the Designer to at for design services upon an Contract entity be paid a fee or other consider gner. "tifies under the penalties of perjury t gner has filed all state tax returns, paid ting to taxes; and that pursuant to Ge all Laws of the City of Waltham relatin	section 29A ury that the ny gift, d of the ffered or r person, ant or er than a solicit for or t or ation hat d all taxes eneral Laws
19.6	perjury that the for the City of Waltha	ollowing is a listing of all other existin am or any political subdivision therec ny agency thereof, and from the City	act, the Designer certifies under the p g contracts or income derived by Des f or public authority therein, from the of Waltham or any governmental sou	igner from e Federal
CON	TRACT DESCRIPTIO	N PRESENT STATUS % FEE	TOTAL FEE	
19.7	of perjury that, if certificates and an	the Designer is a corporation, the Co nnual reports required by Chapter 15	ntract, the Designer certifies under the rporation has filed with the State of S 6B, §109 (Business Corporation), by C n-Profit Corporation) of the Massach	ecretary all Thapter 181,
19.8	Debarment; Susp		Designer certifies under the penaltie led by the Commonwealth of Massac	

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that it is not currently debarred or suspended by the Federal Government under any federal law or
regulation.

#### **SIGNATURES**

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

## DESIGNER:

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## ATTACHMENT A

#### **SCOPE OF SERVICES**

This request for proposals (RFP) seeks PROFESSIONAL SERVICES to design a new Police Station at 155 Lexington Street, Waltham, MA.

#### I. INTRODUCTION

The City of Waltham requests design services proposals from experienced public safety design consultants to design a new Police Station at 155 Lexington Street, and surrounding land (Locus). (Attachment G)

Proposals will be received at the Office of the Purchasing Agent, 610 Main Street, Waltham, MA 02452, until September 14<sup>th</sup>, 2022 at 10:00AM

<u>Six (6) copies of the Design Services Proposals shall be submitted</u> in sealed envelopes with Proposer's name and clearly labeled "Design Services Proposals for New Police Station." <u>Also include one (1) Electronic copy</u> on a USB drive.

The Proposals will be evaluated based on the criteria of Article 4.5 Comparative Evaluation. Draft contract attached.

All proposals are subject to funding. The City reserves the right to accept or reject any or all proposals and to make awards as it determines to be in the best interest of the City.

Any questions pertaining to this Request for Proposal are to be directed to Crystal Philpott, MCPPO, CPO, Purchasing Agent, City of Waltham, City Hall, 610 Main Street, Waltham, MA 02452, Tel. 781-314-3244, Email: <a href="mailto:cphilpott@city.waltham.ma.us">cphilpott@city.waltham.ma.us</a>.

#### **II. BACKGROUND**

After review of various options, The City Council decided to site the new Police Station, which is Police Headquarters, at 155 Lexington Street.

The site for the new police station is 155 Lexington Street and potentially the land surrounding it. If feasible, the guard room to the right of the existing police station could be torn down and a new police station building constructed. Then upon completion of the new station, the existing station could be torn down. Parking for police station will need to be provided. The location of the parking will be subject to the design under this contract.

#### III. SCOPE OF SERVICES

The City of Waltham is seeking proposals for professional services to build a new police station. Said services are to be performed by Massachusetts licensed architectural firm, engineer and/or licensed independent contractor.

The project will include and Contract Vendor will be responsible for:

1. Design above listed

- 2. Providing all materials, equipment, transportation, and services to perform all work required for executing the contractor in a satisfactory and workmanlike manner to complete the project.
- 3. Preparing specifications and limited bid documents for the new police station.
- 4. Complying with all federal, state and local laws and/or regulations
- 5. Attending at least three meetings: with neighborhood (1), City Council (1) and Mayor in addition to the customary meeting with the Fire Department, Building Department and Purchasing Department.
- 6. Prepare any necessary filings
- 7. Answer technical questions during the bid process.
- 8. Construction oversight will be included as a separate line to the base bid.
- Designer shall complete 100% of the Design document and be ready to go to construction bid within 300 Calendar days from the date of the Notice-to-Proceed.

## **IV. QUALIFICATIONS**

Licensed Architect or Professional Engineering Degree, proof of demonstrated experience with municipal public safety buildings and associated amenities for at least 5 similar projects.

## V. REQUIRED SUBMISSION

- 1. Professional liability insurance in the amount of \$ 2,000,000.00 worker's comp and automobile insurance.
- 2. Name, address and contact information of all MA governmental units to which the Proposer has provided similar consulting.
- 3. The name, address, contact person's name and telephone number of all private sector clients to which the proposer has provided similar management consulting services and a brief synopsis of the services provided, including contract dates.
- 4. Resumes of key personnel who will be interacting with the City including a statement of professional experience, qualifications and education together with a report of specific experience related to the scope of services.
- 5. A Plan of Services detailing specifically how the proposer will complete the scope of work.
- 6. The completed documents in Attachment F with original signatures

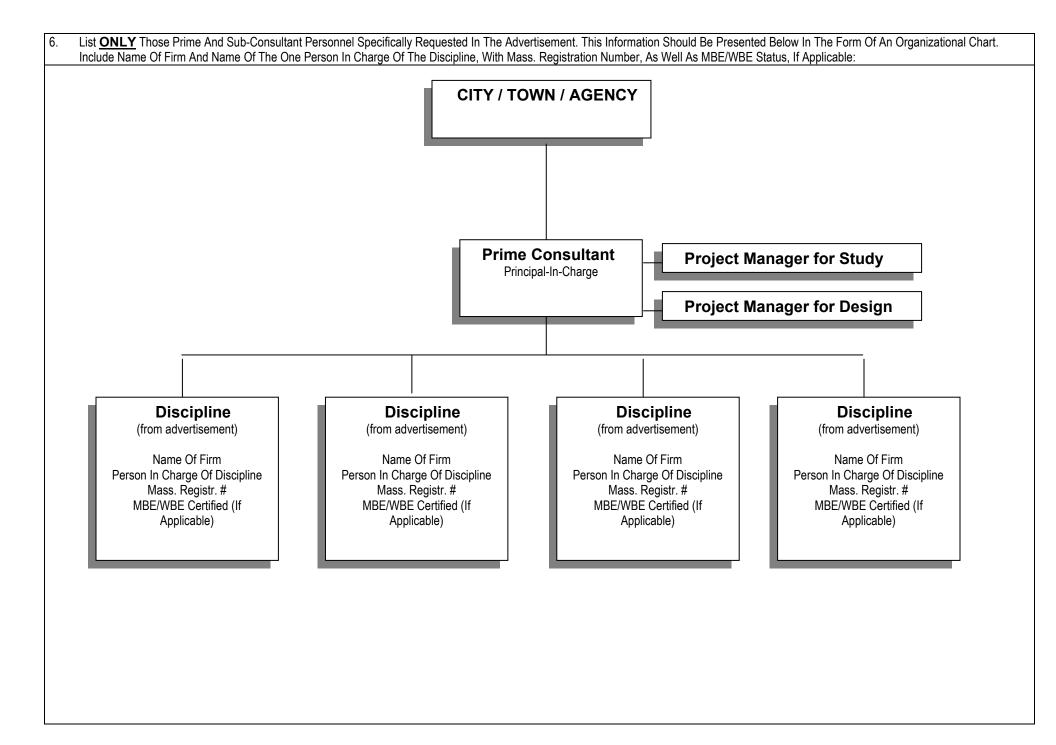
See Map of Surrounding Locus, Existing Floor Plan and Assessor's Card of the existing building in Attachments G and H.

#### ATTACHMENT B

#### **CITY OF WALTHAM'S DESIGN PROCEDURES**

Complete the Commonwealth of Massachusetts DSB Application Form found at: <u>http://www.mass.gov/anf/docs/dcam/dlforms/dsb/13-2-5-dsb-application-form.pdf</u>

Commonwealth of Massachusetts       1. Project Name/Location For Which Firm Is Filin         Standard Designer Application       Form for Municipalities and Public         Agencies not within DSB       Jurisdiction (Updated July 2016)	2. Project #         This space for use by Awarding Authority only.
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)
3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:
3c.       Federal ID #:         3d.       Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):	3g. Name and Address Of Parent Company, If Any:
Email Address: Telephone No: Fax No.:	3.       Check Below If Your Firm Is Either:         (1)       SDO Certified Minority Business Enterprise (MBE)         (2)       SDO Certified Woman Business Enterprise (WBE)         (3)       SDO Certified Minority Woman Business Enterprise (M/WBE)         (4)       SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE)         (5)       SDO Certified Veteran Owned Business Enterprise (VBE)
4.       Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number In Each Discipline And, Within Brackets, The Total Number In Each Discipline And, Within Brackets, The Total Nersonnel         Admin. Personnel       ()       Ecologists       ()         Admin. Personnel       ()       Ecologists       ()         Architects       ()       Electrical Engrs.       ()         Acoustical Engrs.       ()       Environmental       ()         Civil Engrs.       ()       Fire Protection       ()         Code Specialists       ()       Geotech. Engrs.       ()         Cost Estimators       ()       Industrial       ()         Drafters       ()       Landscape       ()	ion Only Once, By Primary Function Average Number Employed Throughout The Preceding 6         Total Number Holding Massachusetts Registrations):         Licensed Site Profs.       ()         Mechanical Engrs.       ()         Planners: Urban./Reg.       ()         Specification Writers       ()         Structural Engrs.       ()         ()       ()         Surveyors       ()         ()       Total
5. Has this Joint-Venture previously worked together?	No No



7.	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Appersons listed on the Organizational Chart in Question # 6. Additional sheets should be provided in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies the	d only	y as required for the number of Key Personnel requested in the Advertisement and they must be
a.	Name and Title Within Firm:	a.	Name and Title Within Firm:
b.	Project Assignment:	b.	Project Assignment:
C.	Name and Address Of Office In Which Individual Identified In 7a Resides:       MBE       Image: Comparison of the second	C.	Name and Address Of Office In Which Individual Identified In 7a Resides:       MBE       Image: Constraint of the second
d.	Years Experience: With This Firm: With Other Firms:	d.	Years Experience: With This Firm: With Other Firms:
e.	Education: Degree(s) /Year/Specialization	e.	Education: Degree(s) /Year/Specialization
f.	Active Registration: Year First Registered/Discipline/Mass Registration Number	f.	Active Registration: Year First Registered/Discipline/Mass Registration Number
g.	Current Work Assignments and Availability For This Project:	g.	Current Work Assignments and Availability For This Project:
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

	But Not More Than 5 Projects). Project Name And Location Principal-In-Charge	b. Brief Description Of Project And	C. Client's Name, Address And Phone Number (Include Name Of Contact Person)	Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)		
		Services (Include Reference To Relevant Experience)			Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible	
)							
<u>2)</u>							
3)							
4)							
5)							

Sub	o-Consultant Name:		Consultants Requested In The Advertisement.							
a.										
	Principal-In-Charge	Services (Include Reference To Relevant Experience	Number. Include Name Of Contact Person	Date (Actual Or Estimated)	Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible				
(1)										
(2)										
(3)										
(4)										
(5)										

# of Total Projects: # of Active Projects:			# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):					
Role P, C, JV	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, L	ocation and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New			
		1.							
		2.							
		3.							
		4.							
		5.							
		6.							
		7.							
		8.							
		9.							
		10.							
		11.							
		12.							

\* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE</u> <u>AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT</u> . <u>Be Specific – No Boiler Plate</u>							
	be specific –	The Doner Trate						
11.	Professional Liability Insu	urance:						
	Name of Company		Aggregate Amount		Policy Number		Expiration Date	
12.	Have monies been paid I YES or NO. If YES, plea						and in excess of \$50,	000 per incident? Answer
13.	Name Of Sole Proprietor	Or Names Of All Firr	m Partners and Officers:					
	Name a. b. c.	Title	MA Reg #	Status/Discipline	Name d. e. f.	Title	MA Reg #	Status/Discipline
14.	If Corporation, Provide N				Nomo	Title	MA Deg #	Status/Dissipling
	Name a. b. c.	Title	MA Reg #	Status/Discipline	Name d. e. f.	Title	MA Reg #	Status/Discipline
15.	Names Of All Owners (S	tocks Or Other Owne	rship):					
	Name And Title a. b. c.	% Ownership	MA. Reg.#	Status/Discipline	Name And Title d. e. f.	% Ownership	MA. Reg.#	Status/Discipline
16.		I Laws, or that the se	ervices required are limite	ed to construction manag	ement or the preparation			a defined in Chapter 7C, ost estimates or programs.
	Submitted by (Signature) —				Printed Name and Title			Date

## ATTACHMENT C

#### DESIGNER'S PERSONNEL ASSIGNED TO THE PROJECT

(Provide Name, Title and Project Role for Each Individual Listed)

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# ATTACHMENT D CERTIFIED AVERAGE HOURLY RATES OF DESIGNER'S AND DESIGNER'S CONSULTANTS' PERSONNEL

(Use additional sheets if necessary. Note: Do not list any support staff.)

**Design Firm Principal:** 

**Design Firm Associate:** 

**Design Firm Project Manager:** 

**Design Firm Project Architect:** 

**Design Firm CAD Operator:** 

[The following categories are to be completed for each Consultant.]

Name of Consultant Firm:

**Consultant Principal:** 

**Consultant Associate:** 

**Consultant Project Manager:** 

**Consultant Project Engineer:** 

**Consultant CAD Operator:** 

Name of Consultant Firm:

**Consultant Principal:** 

**Consultant Associate:** 

**Consultant Project Manager:** 

**Consultant Project Engineer:** 

**Consultant CAD Operator:** 

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Name of Consultant Firm:
Consultant Principal:
Consultant Associate:
Consultant Project Manager:
Consultant Project Engineer:
Consultant CAD Operator:
Name of Consultant Firm:
Consultant Principal:
Consultant Associate:
Consultant Project Manager:
Consultant Project Engineer:
Consultant CAD Operator:
Name of Consultant Firm:
Consultant Principal:
Consultant Associate:
Consultant Project Manager:
Consultant Project Engineer:
Consultant CAD Operator:

# <u>ATTACHMENT E</u>

**City of Waltham Charter Provision 3-12** 

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City Charter – See attached Charter Section 3-12

Change Orders are not effective until if, as and when signed by mayor. No work is to commence until change orders are fully executed by all parties. the provisions of this section, he shall exercise all the rights and powers of mayor including compensation and shall be sworn to the faithful discharge of his duties and a vacancy shall exist in his seat on the city council.

# Section 3-8. Mayor's attendance at council meeting.

The mayor, when requested by the city council to be present at a council meeting to answer questions relative to matters properly within the jurisdiction of the council, shall be informed, in writing, of the subject matter to be discussed. The mayor shall personally, or through the head of adepartment or a member of a board, attend such meeting and publicly answer all such questions. The person so attending shall not be obliged to answer any questions relating to any other matter. The mayor may attend and address the city council in person or through the head of a department, or a member of the board, upon any subject.

# Section 3-9. Adoption of measures, mayor's veto.

Every measure relative to the affairs of the city adopted by the city council, except such measures as relate to the internal affairs of the city council, the election of officers whose election by the city council is authorized by law or by the charter, or budgets submitted under section thirty-two of chapter forty-four of the General Laws or to appropriations by the city council under section thirtythree of said chapter, shall be presented to the mayor for his approval. If the mayor does approve it, he shall signify his approval by signing it. If he does not approve of it, he shall return it, with his objections in writing, to the city council. The city council shall enter the objections of the mayor upon its records and shall again consider the measure. If the city council, notwithstanding such disapproval of the mayor, shall pass such measure by a two-thirds vote of all its members, it shall be considered approved and shall then be in force, but such vote shall not be taken for at least seven (7) days after the measure has been returned to the city council. If any measure is not returned by the mayor within ten (10) days following the date it is presented to him, it shall be considered

approved. A filing with the clerk of the council shall be considered a return by the mayor to the city council. All votes taken on measures returned by the mayor shall be by roll call.

## Section 3-10. Call of special council meeting by mayor.

The mayor may at any time call a special meeting of the city council by causing a notice of such meeting, specifying the matters which he desires to be considered, to be delivered in hand or to the place of residence of each councillor. Public notice of said meeting shall be posted at least forty-eight (48) hours in advance of the time set for such meeting; however, in the event of an emergency, of which the mayor shall be the judge, a lessor period shall suffice and no other business except as provided shall be in order.

#### Section 3-11. Employees in mayor's office not subject to civil service.

The civil service laws shall not apply to the appointment of the mayor's secretaries or of the stenographers, clerks, administrative assistant, and other employees in the mayor's office, and the mayor may remove such appointees without a hearing and without making a statement of the cause of their removal.

#### Section 3-12. Approval of contracts by mayor.

All contracts made by any department, board or commission where the amount involved is two thousand dollars (\$2,000.00) 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 amount exceeds five thousand dollars (\$5,000,00) be required to be accompanied by a bond with sureties satisfactory to the mayor or by a deposit of money, certified check or other security for the faithful performance thereof, and such bonds or other securities shall be deposited with the city treasurer until the contract has been carried out in all respects; and no such contract shall be altered except by a written agreement of the contractor, the sureties on his bond, if any, and the officer, department or board, as the case may be,

§ 3-12

#### WALTHAM CODE

making the contract, with the approval of the mayor affixed thereto. Any cash deposit or check payable to a city received as security for performance under this section may be deposited by said treasurer in any bank or trust company under a separate account to be known as a performance deposit account.

The provisions of this section shall be deemed to have been complied with on all purchases made under the provisions of sections twenty-two A and twenty-two B of chapter seven of the General Laws when one municipality acting on behalf of other municipalities complies with the provisions of this section, or when purchases are made for a vendor holding a contract with the commonwealth for the item or items being purchased.

### ARTICLE 4. SCHOOL COMMITTEE

Section 4-1. Composition, election, terms, organization, dual employment.

The school committee shall consist of seven (7) members, one (1) of whom shall be the mayor, who shall be chairman. The remaining six (6) members shall be elected at large, each to serve four (4) years, three (3) of whom shall be elected biennially. The members of the school committee shall elect one (1) of its members to serve as vice chairperson annually.: The committee shall organize annually on the first Sunday in January, and shall elect one of its members as vice chairman, who shall preside at all meetings of the committee at which the mayor is not present. No member of the school committee shall, while a member thereof, hold any other office or position in the school department the salary or compensa-. tion for which is payable out of the city treasury.

#### Section 4-2. Powers and duties.

Except as otherwise provided in this charter and subject to any laws which limit the amount of money that may be appropriated in any city for school purposes, the school committee, in addition to the powers and duties conferred and imposed by law on school committees, may provide, when necessary, temporary accommodations for school purposes, may make all repairs, the expenditures for which are made from the regular appropriation for the school department, shall have control of all school buildings and grounds connected therewith and shall make all reasonable rules and regulations, consistent with law, for the management of the public schools of the city and for conducting the business of the committee.

### Section 4-3. School committee vacancy.

If a vacancy occurs at any time in the office of school committee by failure to elect, or otherwise, the city council and the remaining members of the school committee shall meet in joint convention, which shall be called by the city clerk forthwith, and elect a suitable person to fill the vacancy until the first Sunday in January following the next regular municipal election; and, if there would be a vacancy on said first Sunday, it shall be filled at such regular municipal election for the balance of the unexpired term. The mayor, if present, shall preside at the convention.

# Section 4-4. Open and public meetings, roll call vote.

All meetings of the school committee shall be open to the press and to the public, except as otherwise authorized by section twenty-three A and twenty-three B of chapter thirty-nine of the General Laws. The vote in any particular measure taken in open session shall be recorded by roll call vote when requested by two (2) members. All votes taken in executive session shall be recorded by roll call vote.

### Section 4-5. Superintendent of schools, selections, appointment, duties and compensation of other school employees.

The school committee shall elect a superintendent of schools annually, except as provided in section forty-one of chapter seventy-one of the General Laws, and may under chapter thirty-one of the General Laws appoint, suspend, or remove at pleasures such subordinate officers or assistants, including janitors of school buildings, as it may deem necessary for the proper discharge of its duties and the conduct of its business; it shall define their terms of service and their duties and shall fix their compensation.

§ 3-12

# ATTACHMENT F

# DESIGNER'S TRUTH-IN-NEGOTIATIONS CERTIFICATE

The Designer for design services for:

, hereby certifies

and agrees to the following:

- a) The Designer certifies that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and
- b) The Designer agrees that the original contract price and any additions to the contract may be adjusted within six years of completion of the contract to exclude any significant amounts if the City of Waltham determines that the fee was increased by such amounts due to inaccurate, incomplete, or noncurrent wage rates or other costs.

Designer Firm:		
Ву:		
	Duly authorized	
Print Name		
Date:		

# **ATTACHMENT F (page 2)**

# 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)

# 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.

# <u>ATTACHMENT F (page 3)</u> CERTIFICATE OF VOTE OF AUTHORIZATION

Date:	Clerk of	hereby certify that at a meeting
of the Board of Directors of	said Corporation duly held on t	hereby certify that at a meeting heday ofat which time a
quorum was present and v effect:	voting throughout, the following	g vote was duly passed and is now in full force and
behalf of this Corporation to and other obligations of this Corporation for all purposes	o sign, seal with the corporate se s Corporation; the execution of a s, and that this vote shall remain evoked by a subsequent vote of	rized, directed and empowered for the name and on eat, execute, acknowledge and deliver all contracts any such contract to be valid and binding upon this in full force and effect unless and until the same has such directors and a certificate of such later vote
I further certify that	is duly elected/appo	inted
SIGNED:		
		(Corporate Seal)
Clerk of the Corporation:		
Print Name:		
	COMMONWEALTH	OF MASSACHUSETTS
County of		Date:
	the above named and acknowled	lged the foregoing instrument to be their free act
Notary Public;		
My Commission expires:		

# ATTACHMENT F (page 4)

# **CORPORATION IDENTIFICATION**

The bidder for the information of the A	Awarding Authority furnishes the following information.
If a Corporation:	
Incorporated in what state	
President	
Tressurer	

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)

a rareneromp.		
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	
Ву	
<u> </u>	

Signature

Title

Business Address	POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City State Telephone Number Today's Date

# ATTACHMENT F (page 5)

# **PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES**

 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.

# **ATTACHMENT F (page 6)**

# **DEBARMENT CERTIFICATION**

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

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

# ATTACHMENT F (page 7)

# M.G.L. A. 156C § 67. CERTIFICATION OF AUTHORITY TO ACT FOR A LIMITED LIABILITY COMPANY (LLC) Complete only if your company is an 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 <u>limited liability company</u>, 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, <u>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 <u>registration, to act for the limited liability company</u>, 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.</u>

# ATTACHMENT F (page 8)

(Fill out if an LLC)

# CERTIFICATE OF AUTHORITY LIMITED LIABILITY COMPANY

#### THIS FORM MUST BEAR WET SIGNATURES IN BLUE INK

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.

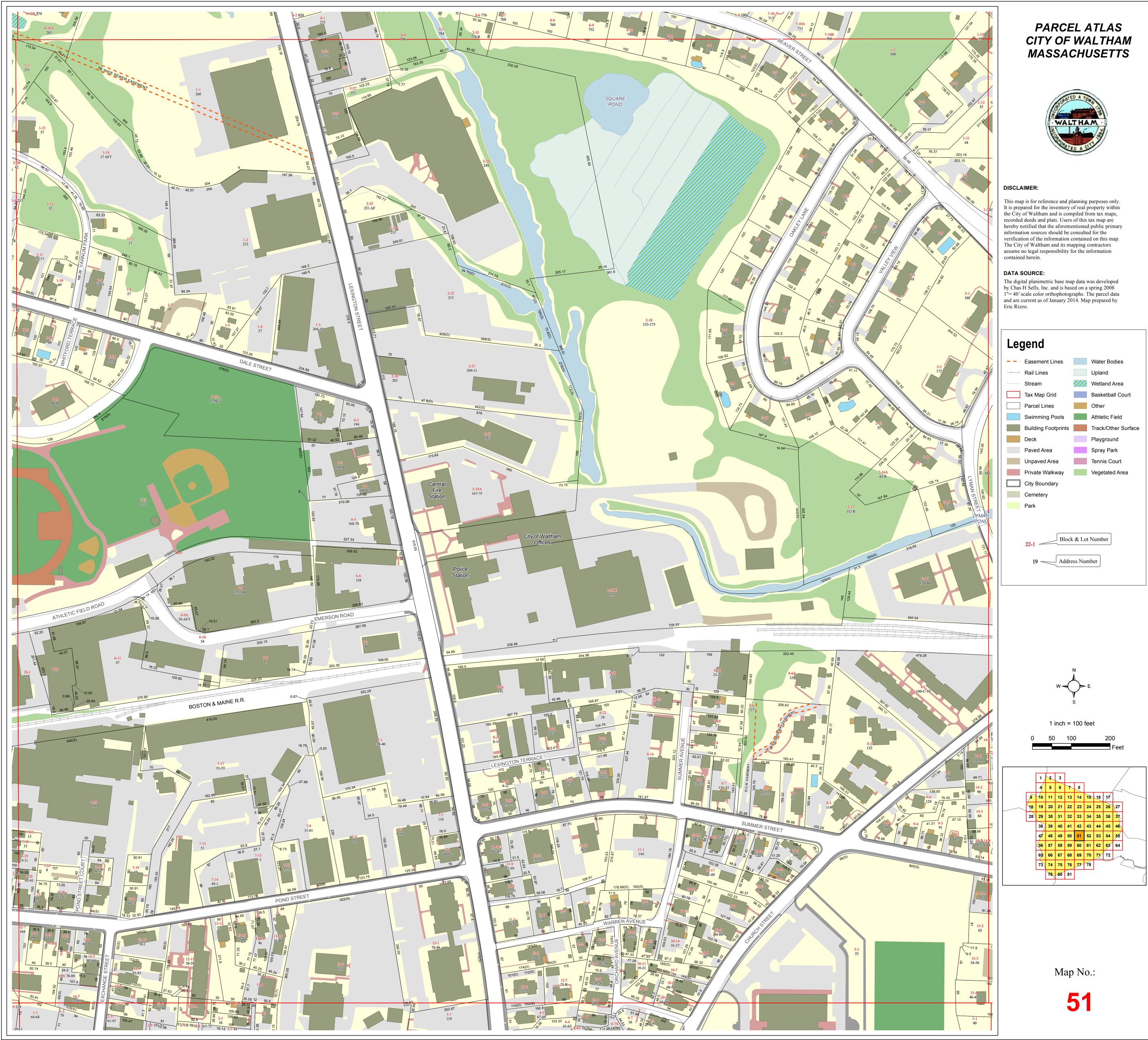
6. The following person or persons has/have been duly authorized by the Company to execute all documents in connection with said transaction and that the signature appearing to the right of their name(s) is his/her genuine signature.

NAME	OFFICE HELD	SIGNATURE
IN Witness Whereof, the undersig	ned has executed this Certificate	of Authority this
day of	, 20	
		(Signature)
STATE OF	, COUNTY OF	
		the undersigned personally appeared personally known to me or proved to
me on the basis of satisfactory ev the within instrument and a	vidence to be the individual(s) w cknowledged to me that he nat by his/her/their signature(s)	whose name(s) is (are) subscribed to e/she/ they executed the same in on the instrument, the individual(s), or
Notary Public:		
My Commission Expires:		

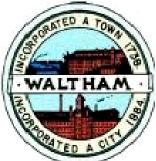
# ATTACHMENT G

# Map of Surrounding Locus

Page 41 of 42





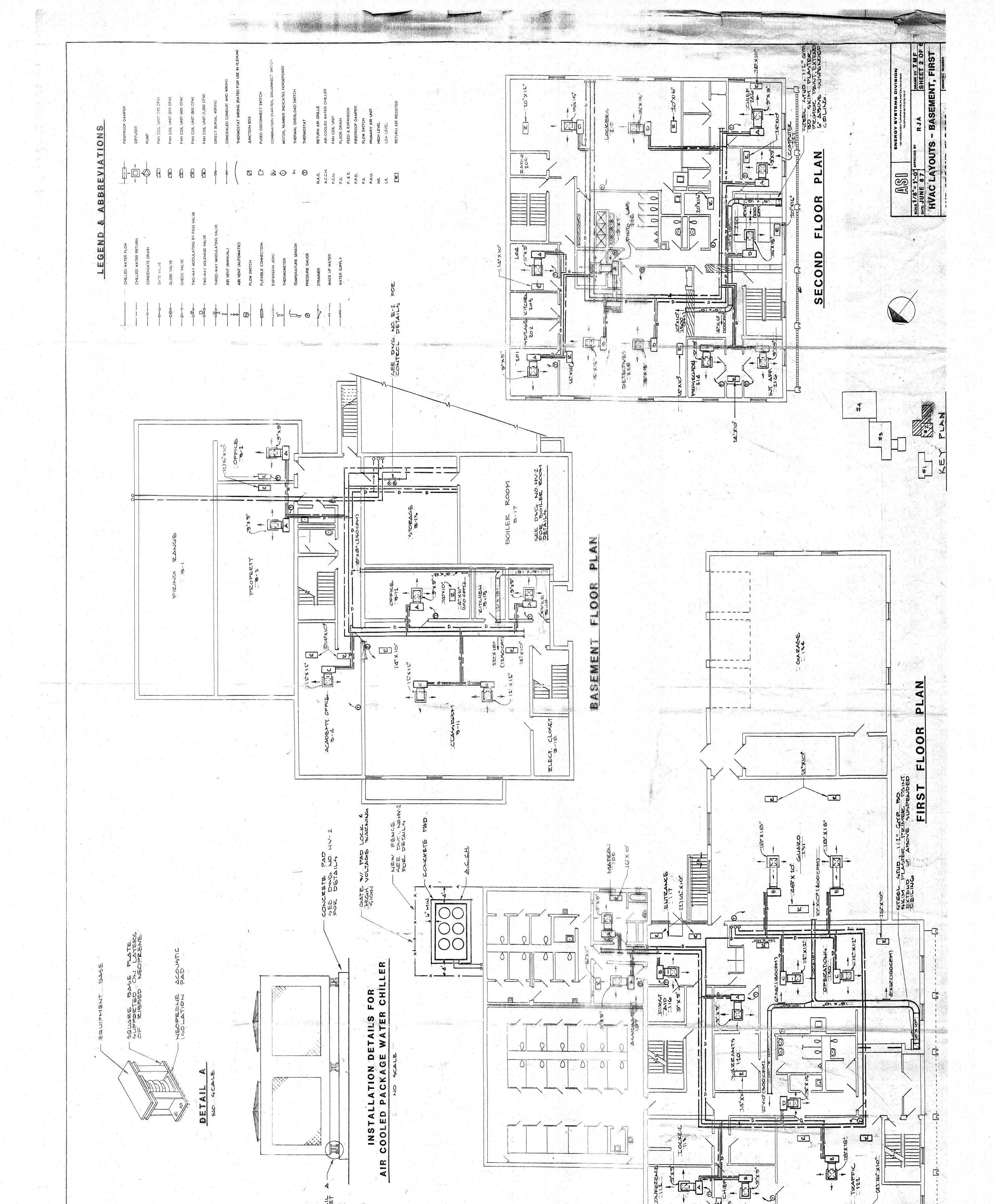


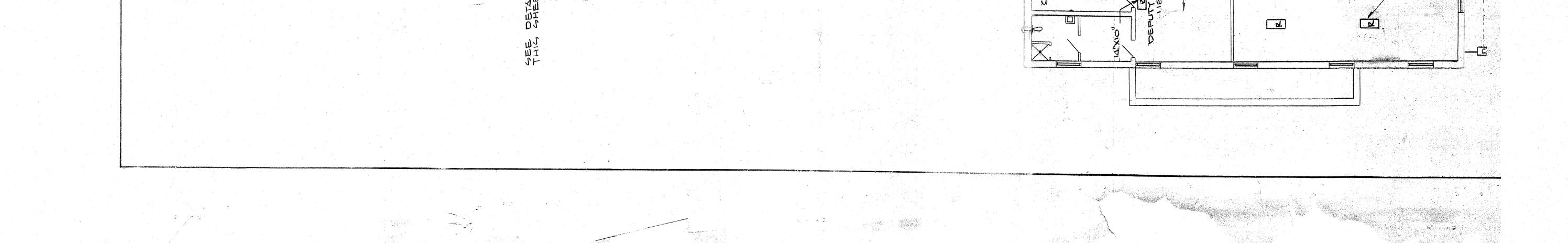
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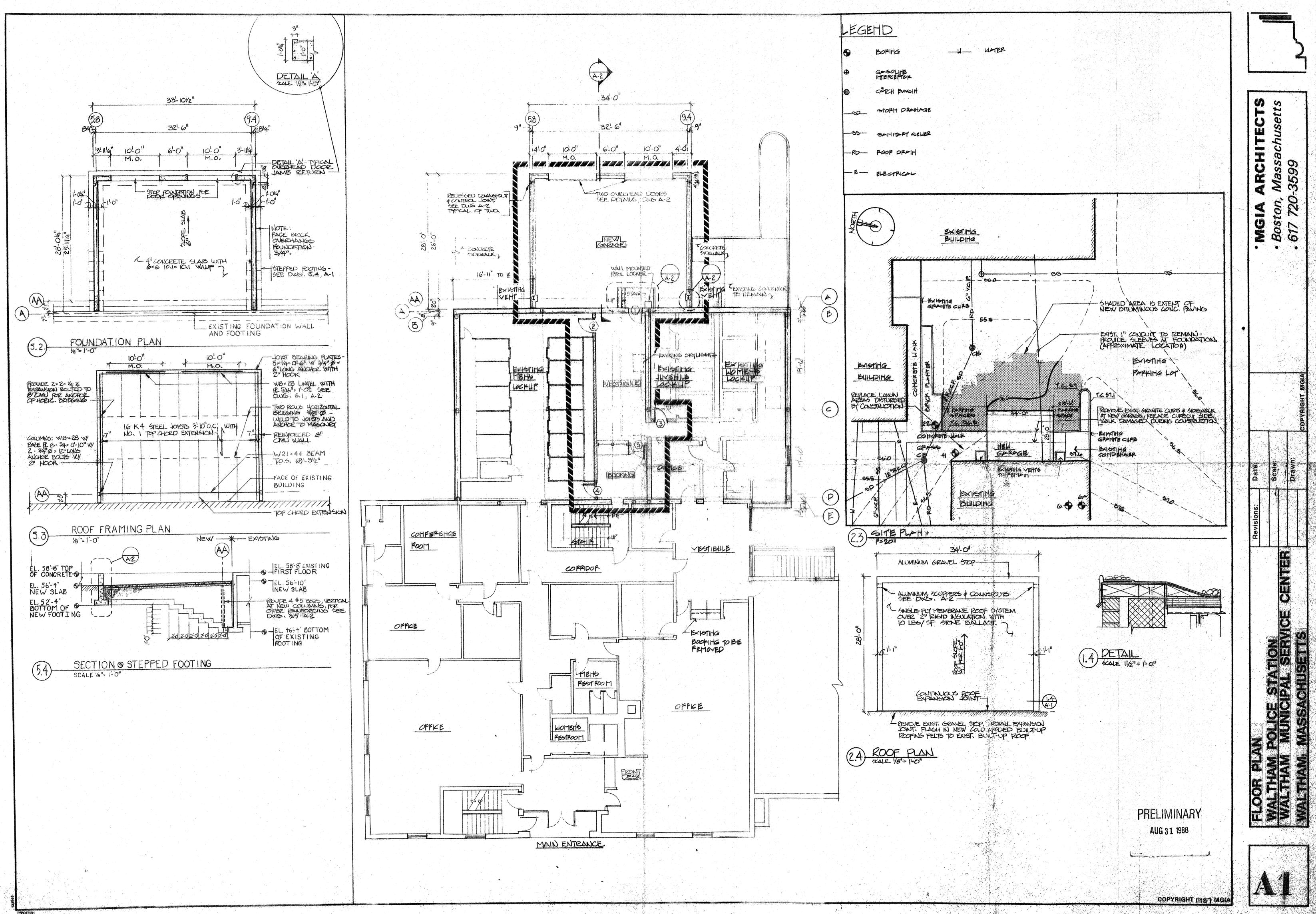
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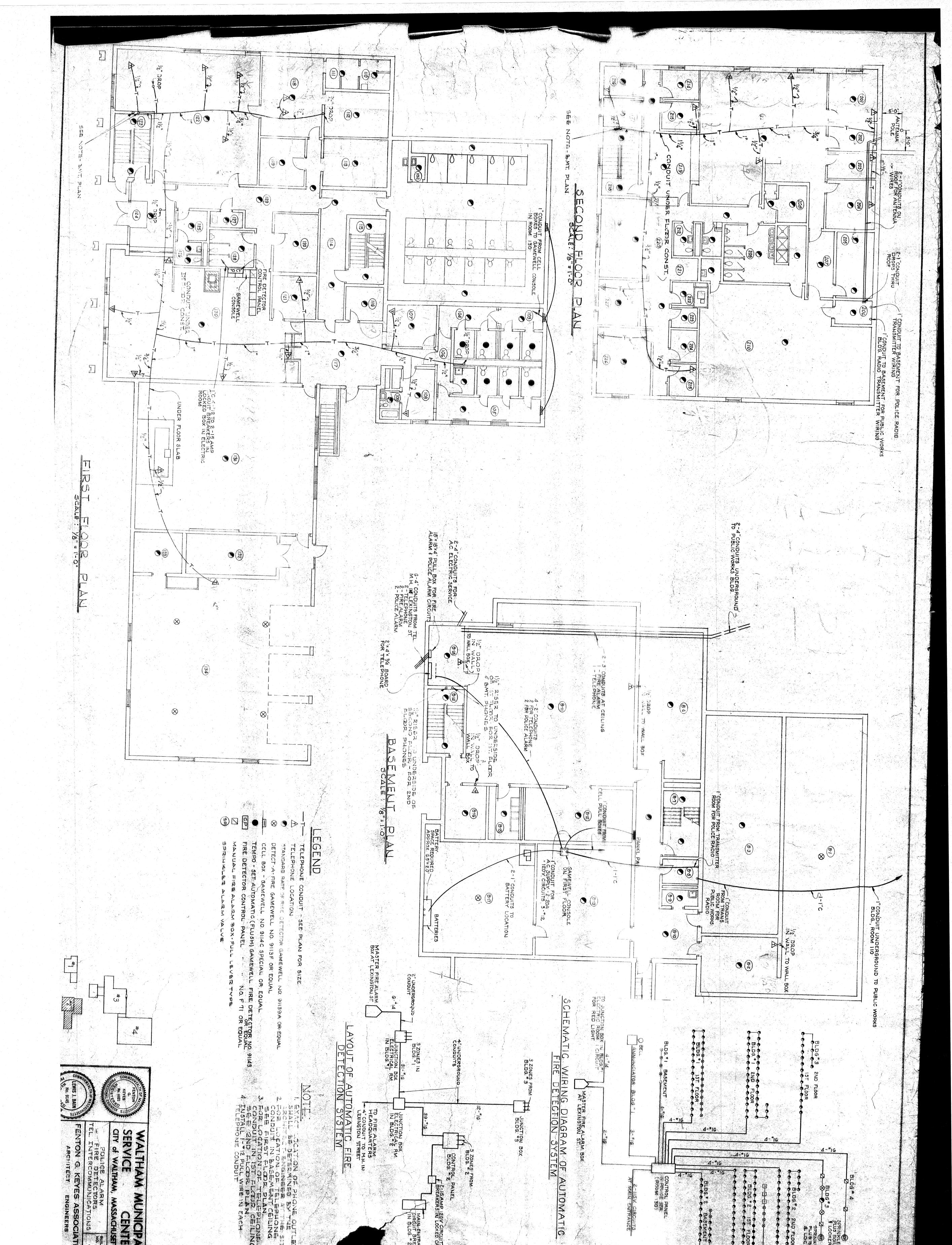
# ATTACHMENT G

Floor Plan and Assessors Card

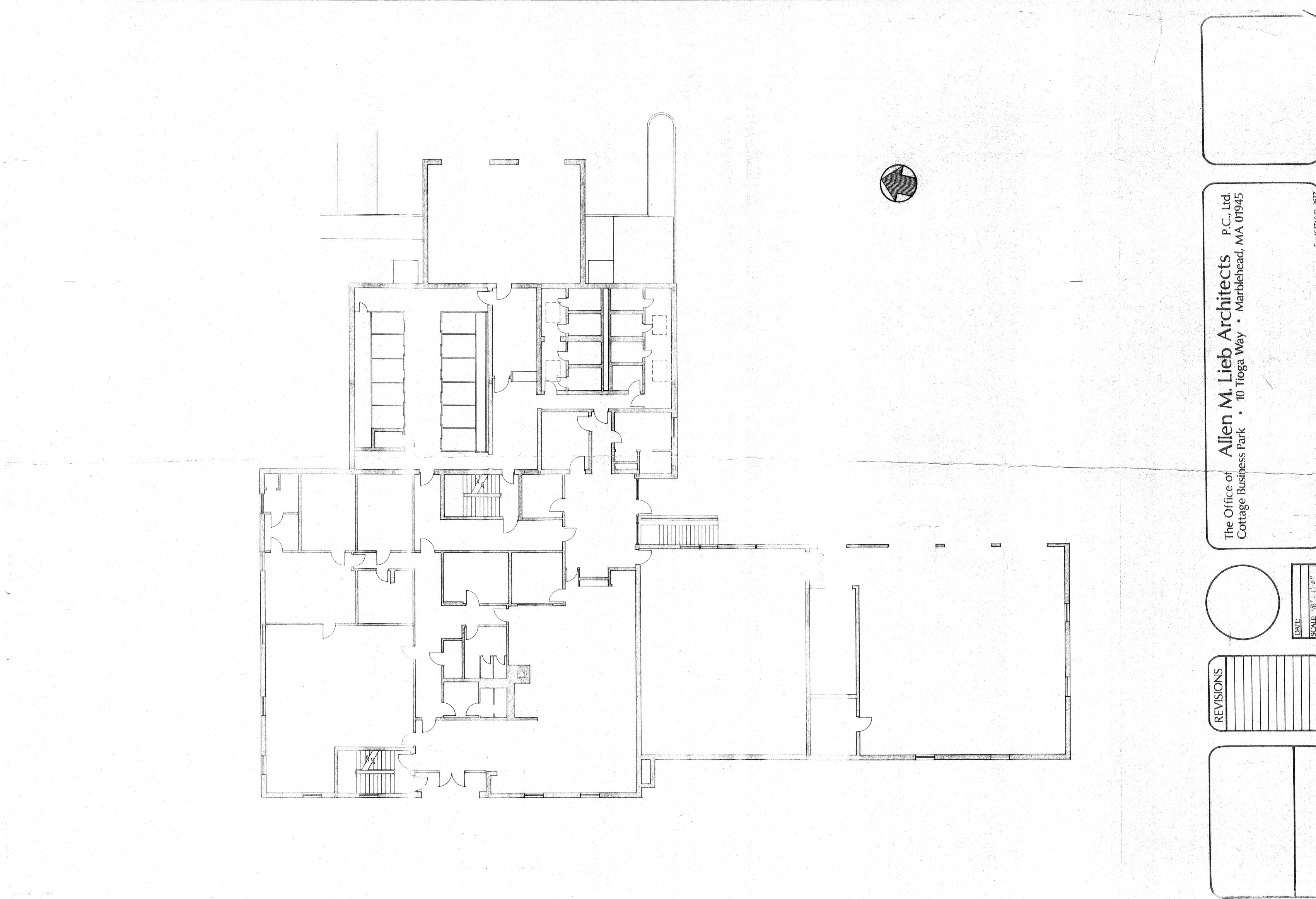


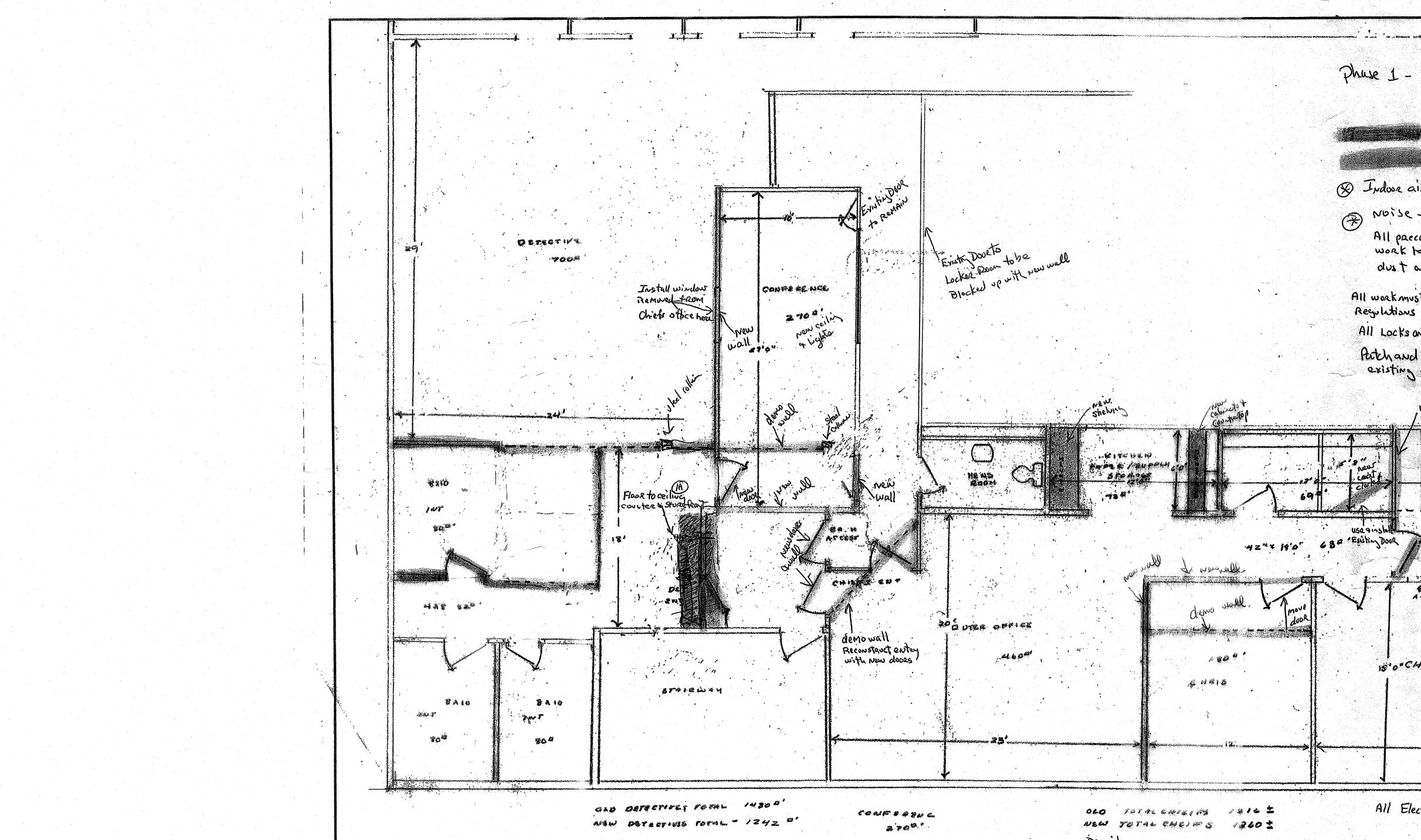












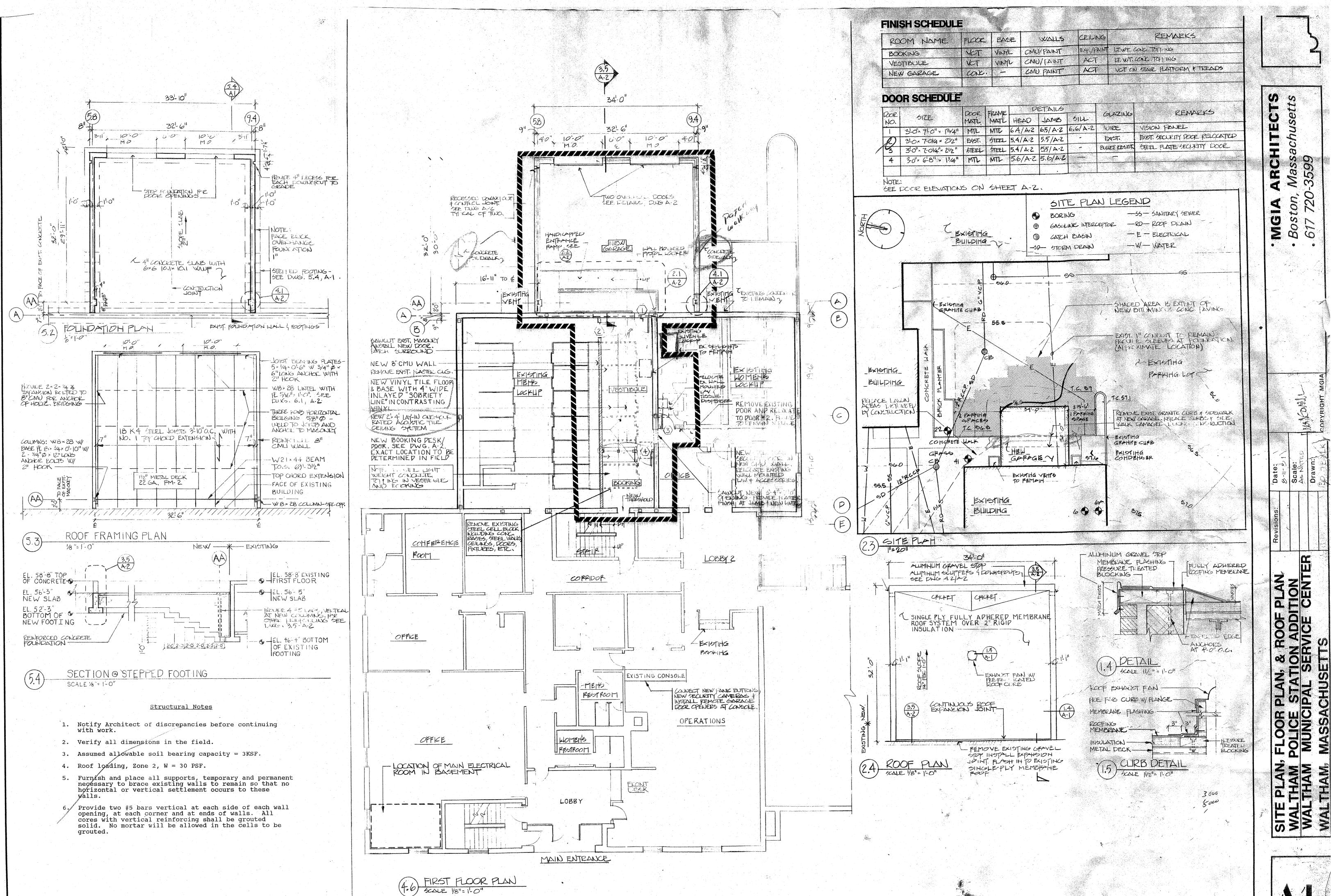


In New streetfront Provinter Zentry door to Detectives Area to Match 1st Floor Reception Area

PRovide Altornate Price Replace all windows on the exterior Dethic Blan (15 windows) Martine Ton 57 Watthe and Martine Ton 57 Commercial Grade Double hung

DATE: 5-4 -05

Phuse 1 - Chief & detective & Apen Police Station 165 Lexingtout. dens will ew wall or work @ Indoor ain quality-plaster duit De Noise - sans - Nailguns - dells All paccautions must be taken to a flur work to proceed in each area and eliminate dust and voise fear the environment All work must conform to all applicable godes and Regulations All Locks and Keys by City Autch and Match all disturbed areas to existing conditions MARY New öffize 122 4 Install win in beickw vent coninencial grade Minimum size of window BLDGH BRASE AFTER POLIVING WINDOW chiefs office and of some type. 286 # 15"0"CHIEF All Electric, Data & phone by City and Floor Plan SCALE: 14 = 1'0' APPROVED B DRAWN BY JT REVISED CHERES OFFICE



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    Sale Price         V         Tet Verif         PAT AC           BUILDING PERMITS         Sale Code         Sale Price         V         Tet Verif         Date         Number</td><td>2022         903         NC         2247 700         13900         891 142         1177300         2438 900         Year End Rol         10029021           2021         903         FV         2247 700         13900         891 142         1177300         2438 900         Year End Rol         10770211           2021         903         FV         1392.200         11600         891 142         17.237,000         19,180,800         Year End Rol         1072021           2021         903         FV         1,392.200         11600         891 142         17.237,000         19,180,800         Year End Rol         102/2021           2020         903         FV         1,392.200         11600         891,422         17.237,000         19,180,800         Year End Rol         116/20210           2019         903         FV         1,392.200         11600         891,422         17.237,000         19,180,800         Year End Rol         116/20210           2019         903         FV         1,392.200         11600         891,422         17.237,000         19,180,800         Year End Rol         116/20210           PILOS         State FL of Inding built about 1946         Built         Built         Year For Inding built</td><td>bit         222         903         NC         2247/20         1300         891/42         1940/900         2162/903         Vex End Reid         107/2021         12/2           2021         903         FV         1947/2021         1932/200         11600         891/42         17/23200         19.180,800</td><td>Date         Date         Part Event Red         10292021         Part Red         &lt;</td><td>D2022         903         NC         2.2477.00         13900         891.42         13 433.00         1 892.00         Yaar End Rolf         1092.0021         11702.021         1031.221         1031.</td><td>Zazz         993         NC         2.247/700         13800         891,142         1943/3900         21682,500         Yess End Roll         10/29/2021         PMRI         Period           2221         903         PCH         1392,200         11800         891,142         1732,200         11800,8000         151,880,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890</td></td<>	Display         Display         C         2.47 700         13900         891,142         16,30,200         21,892,200         Year End Roll         1022           2021         903         FV         2,247,700         13900         891,142         16,77,300         19,180,800         Year End Roll         1/172           2021         903         FV         1,932,200         11600         891,142         17,237,000         19,180,800         Year End Roll         1/172           2020         903         FV         1,932,200         11600         891,142         17,237,000         19,180,800         Year End Roll         1/172           2020         903         FV         1,932,200         11600         891,142         17,237,000         19,180,800         Year End Roll         1/172           2019         903         FV         1,932,200         11600         891,142         17,237,000         19,180,800         Year End Roll         1/172           PIDICS         Building built about 1964         Sale Code         Sale Code         Sale Price         V         Tet Verif         PAT AC           BUILDING PERMITS         Sale Code         Sale Price         V         Tet Verif         Date         Number	2022         903         NC         2247 700         13900         891 142         1177300         2438 900         Year End Rol         10029021           2021         903         FV         2247 700         13900         891 142         1177300         2438 900         Year End Rol         10770211           2021         903         FV         1392.200         11600         891 142         17.237,000         19,180,800         Year End Rol         1072021           2021         903         FV         1,392.200         11600         891 142         17.237,000         19,180,800         Year End Rol         102/2021           2020         903         FV         1,392.200         11600         891,422         17.237,000         19,180,800         Year End Rol         116/20210           2019         903         FV         1,392.200         11600         891,422         17.237,000         19,180,800         Year End Rol         116/20210           2019         903         FV         1,392.200         11600         891,422         17.237,000         19,180,800         Year End Rol         116/20210           PILOS         State FL of Inding built about 1946         Built         Built         Year For Inding built	bit         222         903         NC         2247/20         1300         891/42         1940/900         2162/903         Vex End Reid         107/2021         12/2           2021         903         FV         1947/2021         1932/200         11600         891/42         17/23200         19.180,800	Date         Date         Part Event Red         10292021         Part Red         <	D2022         903         NC         2.2477.00         13900         891.42         13 433.00         1 892.00         Yaar End Rolf         1092.0021         11702.021         1031.221         1031.	Zazz         993         NC         2.247/700         13800         891,142         1943/3900         21682,500         Yess End Roll         10/29/2021         PMRI         Period           2221         903         PCH         1392,200         11800         891,142         1732,200         11800,8000         151,880,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890,000         151,890

EXTERIOR INFOR Type: 50 - GOV Sty Ht: 2 - 2 s (Liv) Units: 1		DAINFLA	TURES	CC	DMMENTS				SKETC	H					
Sty Ht: 2 - 2 s	VT BLDGS	Full Bath	Rating:		T # 165 LEXI	NGTON S	STREET: 16					72			
		A Bath:	Rating:	LE	XINGTON ST	REET CO	OMBINED WI	TH PARCEL				12			
	Total:4	3/4 Bath:	Rating:		-2-18.										
Foundation: 01 - CO		A 3QBth	Rating:												
		1/2 Bath:	Rating:												
Frame: 03 - CO		A HBth:								· · ·					
Prime Wall: 06 - ST			Rating:	DE	SIDENTIA	GPID						SFL			
Sec Wall:	%	OthrFix:	Rating:	providence.		Autor 10 Autor 7 Autor 111		# Units				FFL			
Roof Struct: 04 - FL	LAT	OTHER FE			Res Grid D							BMT			
Roof Cover: 04 - TA	AR + GRAVEL	Kits:	Rating:	Lev		JRUK	FR RR BR FE	SHBL U							54
Color: CREAM	N N	A Kits:	Rating:	Oth								( 3888	,		
View / Desir:		Frpl:	Rating:	Up	per										
GENERAL INFOR	MATION	WSFlue:	Rating:	Lvl											
			FORMATION	Lvi											
Grade: C - AVE		Location:			wer	-	-								
	Eff Yr Blt:	Total Units:		Tot	tals RMs:	BRs	Baths:	HB							
Alt LUC:	Alt %:														
Jurisdict:	Fact .	Floor:		RE	EMODELIN	G RI	ES BREAK	DOWN							
Const Mod:		% Own:			Exterior:	1	Unit RMS	and the second s							
Lump Sum Adj:		Name:			Interior:					L	24	~		04	
		DEPRECIA	TION		dditions:						24	24		24	
INTERIOR INFOR	MATION	Phys Cond: A	AV - Average		Kitchen:							10 OF	· · · · · · · · · · · · · · · · · · ·		
Avg Ht/FL: STD		Functional:		%	Baths:							(2	40)		
Prim Int Wal 01 - D	RYWALL	Economic:		01											
Sec Int Wall:	%	Special:		01	lumbing:										
Partition: T - TY	YPICAL			0/	Electric:	1	Tota	als							
Prim Floors: 03 - H		Override:	Tatal		Heating:										
Sec Floors:	%	041.0.01	Total:	30 % (	General:			J		AREA				SUB AREA DETA	
Bsmnt Fir: 12 - C		CALC DUN	a contrast of the second of the second	CON	PARABLE	CALEC			Code		Area - SQ		ndepr Value	Sub % Descri	ip _% Qu #Te
	UNGREIE	An all and an other and the second seco	/ SQ: 100.00				Deta	Cole Deter	BMT	BASEMENT	3,888	24.820		Area Usbl	Type Type
Subfloor:		Size	e Adj.: 0.95432103	Rate	Parcel ID	Тур	Date	Sale Price	-FFL	FIRST FLOOR	3,888	99.280	385,993		
Bsmnt Gar:		Const	t Adj.: 1.04030001						SFL	SECOND FLOOR	3,888	99.280	385,993		
Electric: 03 - T	and the state of t		/ SQ: 99.278						OFP	<b>OPEN PORCH</b>	240	19.130	4,590		
Insulation: 02 - T	YPICAL		itures: 9332										en en en ferstalle		
Int vs Ext: S			actor: 1.00	-											
Heat Fuel: 02 - G	SAS			1											
Heat Type: 01 - F			ID Inf: 1.00000000												
		NBHD		WtAv\$/	SQ:	<b>AvRate</b> :	ind.	Val		Net Sketched Area	: 11,904	Total:	873,074		
# Heat Sys: 1	0/ 40- 400		actor: 1.00	In second	in Faster		Defen De	00.20	Size			11904 FinArea			
% Heated: 100	% AC: 100		Total: 882406		ris. Factor:		Before De		CILU						
	Central Vac: NO	Depreci	iation: 264722		Features: 0		Val/Su N	AND ADDRESS OF A STREET, STREE			IMAGE		10000	Pro Patriot I	Properties Inc
% Com Wal	% Sprinkled 100		Total: 617684	F	inal Total: 61	7700	Val/Su Sz	Ad 79.44				III	Assess	TTO Fatriot	ropernes, me
MOBILE HOME	Make:	•	Model:		Serial #			Year:	Co	lor:					
	final more services and the service services and the services					:		PARCEL			A BOX				
SPEC FEATURES				101	D/0 D						1				
Code Description	A Y/S Qty	Size/Dim Qu	ual Con Year Un	nit Price	D/S Dep L	UC Fac	t NB Fa A	ppr Value JC	odJFact	Juris. Value					
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											an paller M	VIZ-(FIEE)3473			
											BOG-1	HG-(FUELB)3473			
More: N	Total V	ard Items:		Total Spe	ecial Featues:	1			Tot	al:		AGA-(FTERE) 3473 WWW.EDB AAVUID_ MALES			

R051		0	02		C	018										of 4	COM	MERCIAL		N / - 141-			APP	RAISE	D:		Card /		Parcel ,692,500
Мар		BI	ock			Lot			Unit						CA	ARD		City	OT	Nalth	am			VALU			3,400/		,692,500
PROPERTY LOC	ATION						IN PRO	CESS	S APP	RAISAL	SUMM	ARY												ESSE			3,400/		,692,500
No Alt No	a seres		ection/S			36118	Use C		Land	Size B	uilding V	alue	Yard I	ems	Land	Value	Tota	al Value		Lega	I Desc	criptio	n		User	Acct		-	
155 -175	LEXIN	IGTON	ST, WA	LTHA	M		903			0.000		83,400	0					83,400								815		<u> </u>	
OWNERSHIP			Unit #	ŧ														******	1						GIS	Ref	3		
Owner 1: CITY OF	WALTHA	M																										1	
Owner 2:	_						Total Ca	d		0.000		83,400	0					83,400		En	tered Lo	ot Size			GIS	Ref		「本」	
Owner 3:			1				Total Par			20.458		47,700		13,900	19	9,430,900		21,692,500			Land:	01 0120					1	at	riot
Street 1: 610 MAIN	IST.		1000			]			Aarket A	Adj Cost			Value per	SQ un	it /Card:	79.43		arcel: 777.3		Land Unit				_		Date	$\boldsymbol{P}$	roper	ties Inc.
Street 2: Twn/City: WALTHA	M			비생성		1000																			1/21/14			R DEFI	
St/Prov: MA		ntry		Own	Occ:					SMENT	V. 1.1		1 10	11	11.1	T		Parcel ID	RUST	002 0018	•	-			16481	15!		Id # 1:	
Postal: 02452-55	-	nuy		Тур			Tax Yr	Use	Cat	Bldg Value	Yrd It	ems	Land Size	Land	Value	I otal Valu	e Asse	es'd Value		Notes		Da	ate					Id # 2:	
and the second se				Тур	<del>.</del>																	**************************************	(11)/04/04/04/04		RINT		Prio	Id # 3:	
Owner 1:	EK																								Date	Time	Prio	ld # 1:	
Owner 2:																									28/21	13:13:4		ld # 2:	
Street 1:				1.000																					ST RE			Id # 3:	_
Twn/City:							_							_											Date	Time		ld # 1:	
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Postal:																									apro			ld # 3:	
NARRATIVE DES	SCRIPT	ION					SALES							DIST	RICT	_					PA	T ACC	Т.		648	15		R Map:	
This parcel contains	891,142	SQ. FT.	of land	mainl	y classifie	ed	7-24-3	Grantor		Legal F	Ref Ty	/pe	Date	Sal	e Code	Sale	Price	V Tst	Verif		W KBR	1.17	Notes	hey a	ST-ST	64.4546		ct Dist:	
as MUNICPL with a	GOVT BL	DGS B	uilding	built a	bout 1964	l,																					Rev	al Dist:	
having primarily REII	N CONCI	R Exteri	or and	1050 8	Square Fe	et,																						Year	
with 1 Unit, 0 Bath, 0	) 3/4 Bath	n, 0 Half	Bath, 0	Room	s, and O																						Land	Reason	
Bdrm. OTHER ASSESS	MENTS									-																	Blo	Reason	1
Code Descrip/		Amou	int		Com. Int	200																					Civil	District:	
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							BUILD	NG P	ERMIT	rs 🛛	1										ACTIV	ITY IN	FOR	MATI	ON				
PROPERTY FAC	TOPC						Date	N	umber	Descrip	Am	ount	C/O La	st Visit	Fed C	ode F.D	escrip	Co	omment	STAN.	Date		2430	Res	ult		By	Nar	
Item Code Desc		%	Item	Code	Descrip	tion			al f. learns a despress of californi												1/21/2	014 ME	ASURE	ED		40	6 ROB	BIE MCL/	AU
Z	mpaon		water	0000	200011																								
0			Sewer																										
n			Electri												1.			_											
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D			Торо												-														
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LAND SECTION	/Eirot 7	lines	Gas:		-					1			L								Sign:	VERI	IFICATI	ON OF	VISIT NO	OT DATA		_/_	_/
Use Description	UC	lines	Depth	1/				LT	Base	Unit			Neigh	Neigh						Appraised	Alt					14 M M		North N	
Use Code Description	act No d	of Units	PriceUr	nits L	nit Type	Land	Туре		Value	Price	Adj	Neigh	Neigh Influ	Mod	Infl 1	% Infl	2 %	5 Infl 3	%	Value	Class	% L	Land	J Code	Fact	Use Valu	Э	Notes	
903 MUNICPL		0			Q. FT.	SITE				0 0.	0.00	CG	1.00																
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Total AC/HA: 0.000	00		Total S	F/SM:	0		Parce	LUC:	903	MUNICPL		Prin	ne NB De	sc CO	MGD				Tota	al:		Spl Cre	edit		Т	otal:			
Disclaimer: This		tion is	believ	/ed to	be corr	ect b	ut is su	bject	to cha	nge and	is not v	varra	anteed.	Da	atabas	e: Asses	sPro -	- Walthan	n		amyc	;						2023	

EXTERIOR INFO	RMATIC	<b>N</b>	BATH FE	ATUR	ES		C	OMMEN	TS				SKET	CH								
Type: 50 - G			Full Bath		ting:	6		DT # 165 L		TON ST	REET :	165		Г			14					
Sty Ht: 5 - 5			A Bath:		ting:							WITH PARCEL										
(Liv) Units: 1	Tota	al: 4	3/4 Bath:		ting:							ED FENCE,										
Foundation: 06 - S			A 3QBth		ting:		VI	SIBLY INS	SP., ES	T. (FIRE	E TRAIN	ING TOWER).										
Frame: 04 - F		STL	1/2 Bath:		ting:	_																
Prime Wall: 24 - F			A HBth:		ting:																	
Sec Wall:		9			ting:		R	SIDENT	TIAL G	RID												
Roof Struct: 04 - F	TAT	^	OTHER F	EATU	RES		1	Res Grid			· · · ·	# Units										
Roof Cover: 04 - 1			Kits:		ting:						RR BR	FB HB L O					1	IFL				
Color: BEIGE			A Kits:		ting:			her						I				IFL				
View / Desir:	•		Frpl:		ting:			per										FL				
			WSFlue:		ting:		Lv	2							15			FL				
GENERAL INFO		N	CONDO			ION	Lv	1										FL				
Grade: C - AV			Location				Lo	wer		······	·						Ç	210)				
Year Blt: 1964	Eff Yr B		Total Units	and a second second			То	tals R	Ms:	BRs:	Bath	ns: HB										
Alt LUC:	Alt																					
Jurisdict:	Fa	ct: .	Floor				1	EMODEL	ING	RES	BREA	KDOWN										
Const Mod:			% Own					Exterior:		No Ur	nit RMS	BRS FL										
Lump Sum Adj:			Name	and a second second second				Interior:														
INTERIOR INFOR	MATIO	N	DEPREC				A	dditions:														
Avg Ht/FL: STD			Phys Cond:		Avera	ge	30. %	Kitchen:														
Prim Int Wal 05 - 1	AININAL INA		Functional				%	Baths:														
	MICHINIO	0	Economic				% P	lumbing:														
Sec Int Wall: Partition: T - T	VDICAL	9	Special	:				Electric:			_			L							2	
		TE	Override	:			%	Heating:			T	otals							—	-		
Prim Floors: 12 - 0	UNCRE		,		Total	110	20.0/	General:					SUB	AREA					SUB AREA DE	TAIL		
Sec Floors:		<u> </u>	CALC SU										Cod		iption	Area - SQ	Rate - AV	Jndepr Value	Sub %		%	
Bsmnt Flr.				\$/SQ:				PARAB					UFL	UPPER FL		420	110.870	46,566	110	escrip 1	ype Qu #	len
Subfloor:			Si	ize Adj.:	1.299	999995	Rate	Parcel	D	Тур	Date	Sale Price	FFL	FIRST FLC		210	110.870	23,283				
Bsmnt Gar:			Cor	nst Adj.:	0.852	286242							SFL	SECOND I	FLOOR	210	110.870	23,283				
Electric: 03 - 1				\$/SQ:			14						TFL	THIRD FLO	OOR	210	110.870	23,283				
Insulation: 01 - 1	TYPICAL		Other Fe																			
Int vs Ext: S				Factor:																		
Heat Fuel: 05 - I	NONE			BHD Inf:		000000																
Heat Type: 08 - I	ONE			D Mod:	COLUMN AND AND	Contraction of the second	1040.00	co.	Α.	Dates	-	d Vol										
# Heat Sys: 0				Factor:			WtAv\$/	50.	A	Rate:	IN	d.Val		Net Sketc			Total:	116,415				
% Heated: 0	%	AC:		dj Total:		16	Ju	is. Factor	•		Before D	Depr: 110.87	Size	Ad 10	50 Gros	s Area	1050 FinArea	a 1050				
	Central V			eciation:				Features:				Net: 79.43				INAOT						
% Com Wal	% Sprink		Depreciate					inal Total				SzAd 79.43				IMAGE		Assess	Pro Patric	ot Prop	erties, Ir	10
MOBILE HOME			Dehieciale						/					olor			///					
	Make:	11		IVIO	del:			Seria	dl #			Year:		olor:			/	E. State	9			
SPEC FEATURE												PARCEL					1	100				
Code Description			Size/Dim	Qual Co	on Ye	ear Un				Fact N		Appr Value J	CodJFact	Juris. Value	and.	1				Sim 16		
30 FIRE ESC	MS	1 5		A A	V 19	64	750.00	B 30	903	-	1.	2,600		2	2,600	×14 / 19	IN STA			with first	S. WAS DE	R.L.
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More: N		Total Y	ard Items:				Total Sne	ecial Featu	les:		2,600	)	To	tal:	2,600		A Strange	مىلىدىنىيە بىلى خىمار	Per	*******		52
wore:in									and desired of a		_,			KD-NOPEG.		A CONTRACTOR OF A CONTRACTOR OFTA CONTRACTOR O	and the second second second					

Map     Block     Lot     Unit     CARD     City of Waitmann     USE       PROPERTY LOCATION     IN PROCESS APPRAISAL SUMMARY     Association     Assoc	EVALUE: 1,488 SESSED: 1,488 User Acct	3,900/ 21,692,5 3,900/ 21,692,5 3,900/ 21,692,5
PROPERTY LOCATION       IN PROCESS APPRAISAL SUMMARY       Ass         No       Alt No       Direction/Street/City       Use Code       Land Size       Building Value       Yard Items       Land Value       Total Value       Legal Description         155       -175       LEXINGTON ST, WALTHAM       903       0.000       1,488,900       <	SESSED: 1,488 User Acct	
No       Alt No       Direction/Street/City       Use Code       Land Size       Building Value       Yard Items       Land Value       Total Value       Legal Description         155       -175       LEXINGTON ST, WALTHAM       903       0.000       1,488,900       1,488,900       1,488,900         Owner 1: [CITY OF WALTHAM       Unit #:       Image: Content of the second seco	User Acct	T'
155 -175         ILEXINGTON ST, WALTHAM         903         0.000         1,488,900         1,488,900           DWNERSHIP         Unit #:	CADAE	
Owner 1: CITY OF WALTHAM	64815	
	GIS Ref	
Owner 2:         Image: Compare 3:         Image: Total Card         0.000         1,488,900         1,488,900         Entered Lot Size	GIS Ref	
Owner 5. 11 Total Parcel 20 458 2 247 700 13 000 10 420 000 21 602 500		Datriot
Street 1:         610 MAIN ST.         Total Value per SQ unit /Card:         78.03         /Parcel:         777.34         Land Unit Type:	Insp Date	Properties Inc
	01/21/14	USER DEFINED
CHERRY MA Cost Of Cost	<u> </u> !64815!	Prior Id # 1:
SUPPOV:     MA     Chtry     Own Occ:     Tax Yr     Use     Cat     Bldg Value     Yrd Items     Land Size     Land Value     Total Value     Asses'd Value     Notes     Date		Prior Id # 2:
PREVIOUS OWNER	PRINT	Prior Id # 3
Owner 1:	Date Time	- Phorid # El
Owner 2:	12/28/21 13:13:58	Prior Id # 2:
Street 1:	LAST REV	Prior Id # 3:
Twn/City:	Date Time	
St/Prov: Cntry	03/03/15 09:15:25	
Postal:	apro	Prior Id # 3:
VARRATIVE DESCRIPTION SALES INFORMATION TAX DISTRICT PAT ACCT.	64815	ASR Map:
This parcel contains 891,142 SQ. FT. of land mainly classified Grantor Legal Ref Type Date Sale Code Sale Price V Tst Verif Notes		Fact Dist:
as MUNICPL with a GOVT BLDGS Building built about 1964,		Reval Dist:
aving primarily BRICK Exterior and 19080 Square Feet, with 1 Jnit, 2 Baths, 0 3/4 Bath, 2 HalfBaths, 0 Rooms, and 0 Bdrm.		Year:
		LandReason:
OTHER ASSESSMENTS		BldReason:
Code Descrip/No Amount Com. Int		CivilDistrict:
		Ratio:
		┛
BUILDING PERMITS ACTIVITY INFORM		
PROPERTY FACTORS Date Number Descrip Amount C/O Last Visit Fed Code F. Descrip Comment Date	Result B	
Item Code Description % Item Code Description 1/21/2014 MEASURE	ED 406	6 ROBBIE MCLAU
Z water		
o Sewer		
n Electri		
Census: Exmpt		
Flood Haz:         D         Topo		
s Street 41 41		
		·····
LAND SECTION (First 7 lines only)	ION OF VISIT NOT DATA	//
	J	
	J Code Fact Use Value	Notes
903 MUNICPL 0 SQ. FT. SITE 0 0. 0.00 CG 1.00		
Total AC/HA: 0.00000 Total SF/SM: 0 Parcel LUC: 903 MUNICPL Prime NB Desc COM GD Total: Spi Credit	Total:	

EXTERIOR INFO	ORMATION	BATH FEA	TURES	С	OMMENTS			SKE	ТСН						
Type: 50 - G		Full Bath 2	Rating: Average		OT # 165 LEXING	TON ST	REET: 165							7	
Sty Ht: 2 - 2		A Bath:	Rating:	L	EXINGTON STRE	ET COM	BINED WITH PAR	EL							
(Liv) Units: 1	Total: 4	3/4 Bath:	Rating:	5	1-2-18. POLICE S	TATION	Ι.								
Foundation: 01 -		A 3QBth	Rating:												
Frame: 02 -		1/2 Bath: 2	Rating: Average												
Prime Wall: 07 -		A HBth:	Rating:				_	1							
Sec Wall:	%		Rating: Average	1	ESIDENTIAL G										
Roof Struct: 04 -		OTHER FE			st Res Grid Desc		# Unit								
Roof Cover: 11 -	MEMBRANE	Kits: 1	Rating: Average			DKFR	RR BR FB HB L	0							
Color:		A Kits:	Rating:		ther							OFP			
View / Desir:		Frpl:	Rating:	U	pper					60		(2640)			
GENERAL INFO	DNATION	WSFlue:	Rating:		vl 2										
			FORMATION	L	vi 1										
Grade: C - AV		Location:		· · · · ·	ower										
Year Blt: 1964	Eff Yr Blt:			T	otals RMs:	BRs:	Baths: 2 HB	2							
Alt LUC:	Alt %:	Total Units:						_							
Jurisdict:	Fact:	Floor:		R	EMODELING	RES	BREAKDOWN								
Const Mod:		% Own:			Exterior:		nit RMS BRS	FL							
Lump Sum Adj:		Name:			Interior:										
		DEPRECIA	TION		Additions:										
INTERIOR INFO	RMATION	Phys Cond: A		30. %	Kitchen:										
Avg Ht/FL:		Functional:		%							4	4			
Prim Int Wal 01 -	DRYWALL	Economic:			Baths:										
Sec Int Wall:	%	the same in the balance is the same the second state			Plumbing:										
Partition: A -	TYPICAL	Special:		%	Electric:	- In company	Totals								
Prim Floors: 05 -		Override:	<u> </u>	%	Heating:	herenteren	IULAIS								
Sec Floors:	2110/VIII12		Total:	30 %	General:			SU	B AREA				SUB A	REA DETAIL	
		OALC OUN		0.01				Co	de Description	Area - SQ	Rate - AV	Undepr Value	Sub	% Deserie % Ou	# 7
Bsmnt Flr: 05 -	LINO/VINYL	Basic \$	/ SQ: 100.00		IPARABLE SA			FFL	FIRST FLOOR	10,368	95.190	986,913	Area	Usbl Descrip Type Qu	# Ten
Subfloor:		Size	Adj.: 0.86289310	Rate	Parcel ID	Тур	Date Sale P	SFL	SECOND FLOOR	8,712	95.190	829,281			
Bsmnt Gar:		Const	Adj.: 1.10312998					BM	BASEMENT	8,556	23.800	203,608			
Electric: 03 -	TYPICAL		/ SQ: 95.188					GA		3,696	14.110	52,146			
Insulation: 02 -	TYPICAL	And a second sec	tures: 52178					OFF		112	25.550	2,862			
Int vs Ext:		Personal states have been and the state of the	actor: 1.00									_,			
Heat Fuel: 02 -	GAS											1			
Heat Type: 01 -			D Inf: 1.00000000	-											
# Heat Sys: 1		NBHD		WtAv\$	S/SQ: A	Rate:	Ind.Val		Net Sketched Are	a: 31.444	Total:	2,074,810			
	0/ 40: 400		actor: 1.00	-			D. ( D 05 40	Siz	e Ad 19080 Gro		31444 FinArea				
% Heated: 100	% AC: 100	Adj	Total: 2126987	Same and the second	uris. Factor:		Before Depr: 95.19	04		507400		10000			
Solar HW: NO	Central Vac: NO	Deprecia	ation: 638096		al Features: 0		Val/Su Net: 47.35			IMAGE			D	D. ( i ( D. ))	
% Com Wal	% Sprinkled	Depreciated *	Total: 1488891		Final Total: 14889	00	Val/Su SzAd 78.03					Assess	spro	Patriot Properties,	Inc
MOBILE HOME	Make:	•	Model:	*****	Serial #		Ye	IC .	Color:				1		
	Chapter and a second seco	- p a manual analah			i condini)			EL ID R05					-		
SPEC FEATURE												4-	- \	Ne sole	
Code Description	n A Y/S Qty	Size/Dim Qu	ual Con Year Un	it Price	D/S Dep LUC	Fact N	NB Fa Appr Value	JCodJFact	Juris. Value			NA: C	6	NW THE	
										- 1. J.		Wax	-		
										NAME.	14.50	N/1/7			
										- ANDE				I AVAN	
															State of Lot of
														PART La	
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										Sand Tana	the state of the second second				
															Statistics of the local division of the loca
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				_										and the second second	
													N.		
													MAG		
More: N	Total Ya	ard Items:		Total Sp	pecial Featues:				otal:		Ż		N.A		

R0 Map			002 Block	0018 Lot	}	Ur	nit						of 4	COM			of Walth	am		APPRA USE V		7 7	ii Card 1,600 1,600	/ 21,6 / 21,6	92,500 92,500
PROPERTY L		ON	1		IN PRO	CESS AP														ASSE			1,600	/ 21,6	92,500
	t No		rection/Stre		Use Co	le Lar	nd Size	Building			Items		Value	To	tal Value		Leg	al Dese	criptio	n		er Acct	e e	CORD AND	
155		XINGTON	I ST, WALT	HAM	903		0.000		57,700	)	13,900				/1	,600						64815	-		
OWNERSHIP			Unit #:																		G	IS Ref		7-1	
Owner 1: CITY	OF WAL	ГНАМ												-											
Owner 2:					Total Card		0.000		57,700	0	13,900		ALCOND.		71	,600	E	ntered L	ot Size	1100	G	IS Ref		and and a second	the state of the s
Owner 3:	IA INLOT				Total Parc	el	20.458	2	,247,700	0	13,900	19	,430,900	)	21,692	,500		al Land:			-	Dete	- 7	)atr	int
Street 1: 610 N	MAIN ST.		Strate Strate		Sou	rce: Marke	et Adj Cost		Total \	Value pe	r SQ uni	t /Card:	N/A	/F	Parcel: 7	77.34	Land Un	it Type:			- Ins	p Date		Propertie	
Street 2: Twn/City: WAL	TUAM														Deres		051 002 001								D
St/Prov: MA		Cntry		Own Occ:		US ASS			Hama	Land Cir	e Land	Value					Notes	0	D	ate	1 !648	315!		or ld # 1:	
Postal: 0245	2-5552	Onuy		Type:	Tax Yr	Jse Cat	Bldg Val	ue rra	items	Land Siz	e Land	value	Total Val	ue Ass	ses a vai	ue	Notes		Di	ale				or Id # 2:	
			(	Type.																	PRINT		Pri	or Id # 3:	
PREVIOUS O Owner 1:	WNER																				Date	Tim		or ld # 1:	
Owner 2:																					12/28/21	13:14:0		or Id # 2:	
Street 1:	_																				LAST			or Id # 3:	
Twn/City:																					Date	Time		or ld # 1:	
St/Prov:		Cntry																			03/04/15	10:04:		or Id # 2:	
Postal:				0	L																ар	ro	Prie	or Id # 3:	
NARRATIVE	DESCRI	DTION			SALES	<b>NFORM</b>	ATION			TA	X DISTR	RICT						PA	T ACC	Τ.	64	4815	A	SR Map:	
This parcel cont	ains 891 1	42 SQ. F	T of land m	ainly classified	(	Frantor	Leg	al Ref	Туре	Date	Sale	e Code	Sal	e Price	V 1	Tst Ve	rif			Notes			F	act Dist:	
as MUNICPL wi					I																		Re	val Dist:	
having primarily	N/A Exter	ior and S	quare Feet,	with 1 Unit, 2																			18.35	Year:	
Baths, 0 3/4 Bat	th, 2 HalfB	aths, 0 Ro	ooms, and 0	Bdrm.																			Lar	dReason:	
																								dReason:	
OTHER ASS	ESSMEN scrip/No	Amo	aunt	Com. Int																				IDistrict:	
Code Des	спр/№	Amo	bunt	Com. Int																			1999	Ratio:	
		-																							
						IG PERM	ITC		_									ACTIV		FORM/					
					Date	Numbe		crin A	mount	C/0 1	ast Visit	Fed Co	ode F	Descrin	1- 5	Comn	nent	Date			Result	Trans.	By	Name	
<b>PROPERTY</b>	FACTOR				Duto	Tumbe		0110 71	inount	010 1				Beeerip									-/		
	Descriptio	n %		ode Description	l																				
Z	-		water																						_
0			Sewer							-					-										
n			Electri												_										
Census: Flood Haz:			Exmpt																						
D			Торо																	_					
			Street 41	41																					
S t			Gas:	41														0:	- Continue				amadama	1	1
LAND SECT	ION (Fire	st 7 lines			L		k											Sign	VER	FICATION	OF VISIT	NOT DATA			/
the second s	LUC	St 7 miles	Depth /		1.7	LT Bas	e Uni	t		Neigh	Neigh	1.0.4	~ .		V 1.0	0 0/	Appraised	Alt	%	Spec	J	11 1/-1		Matas	
Use Code Description	Fact	No of Units	PriceUnits	Unit Type Lan	d lype F	actor Valu			Neigh	Influ	Neigh Mod	Inti 1	% 1	nti 2	% Infl	3 %	Value	Class	s <sup>%</sup> I	Spec Land C	ode Fact	Use Valu	Je	Notes	
903 MUNICPL		(		SQ. FT. SITE			0		0 CG	1.00															
			<u></u>								J														
Total AC/HA:	00000	1	Total SF/S	SM-IO	Parcol	LUC: 903	MUNIC	PI	Prin	ne NR D	esc CO	MGD					Total:	<u> </u>	Spl Cr	edit	1	Total:		]	
second and a second sec		motion !										atabase	A. 100	Dre			. Juli					····		1	
Discialmer: 1	nis intoi	mation	s Delleve	d to be correct	JUL IS SUI	Ject to Cl	lange al		t warra	anteed.	Da	alabase	5. ASSE	:55710	- vvalt	IIaIII		amyo						2023	

EXTERIOR INFO		TION		BATH FE	ATUR	ES		COM	MEN.	TS				SKE	СН									]
Type: 50 - 0				Full Bath 2		ting: Avera	ae				TON	STREET	: 165	UNL		Г								
Sty Ht: 2 - 3				A Bath:		ting:	.3~						D WITH PARCEL											
(Liv) Units: 1		Total:	1	3/4 Bath:		ting:	e	51-2-					trought a											
Foundation: 02 -			•	A 3QBth		ting:	2.	-																
Frame: 02 -			······	1/2 Bath: 2		ting: Avera	ne																	
Prime Wall:	SIEE			A HBth:		ting:	90																	
Sec Wall:	***********		0/	OthrFix: 4		ting: Avera	an	RES	IDENT	TIAL G	RID													
Roof Struct: 04 -			7	OTHER F			ye			Desc			# Units											
		DANE	_	Kits: 1		ting: Avera	AD	Level			*************	FR RR P	R FB HB L 0											
Roof Cover: 11 -		ANE		A Kits:		ting:	90	Othe											OFP					
Color:				Frpl:		ting:		Uppe									20		(2640)					
View / Desir:				WSFlue:		ung: ting:		Lvl 2								e	60		(2040)	,				
GENERAL INFO	**************************************			CONDO				Lvl 1																
Grade: C - AV						UNATION		Lowe																
Year Blt: 1964		Yr Blt:		Location				Total		Ms:	BRs	Ba	aths: 2 HB 2											
Alt LUC:		Alt %:		Total Units																				
Jurisdict:		Fact:		Floo				REN	IODEL	ING	RE	S BRE	AKDOWN											
Const Mod:				% Own					terior:			Unit RI												
Lump Sum Adj:				Name					terior:															
	DNA .	TION		DEPREC				Add	itions:															
	KIVIA	NON		Phys Cond		Average	30.		chen:															
Avg Ht/FL:	00101	/		Functional	:			D/	Baths:										44					
Prim Int Wal 01 -	DRAM	VALL		Economic	:				nbing:							-								
Sec Int Wall:			%	Special	:				ectric:															
Partition: A -				Override					ating:	1	-		Totals											
Prim Floors: 05 -	LINO/	VINYL		]		Total:	30	110	neral:					CIII	B AREA			1		CUID		DETAI		J
Sec Floors:	_		%	CALC SU				00	************					Co		tion	Area - SQ	Pate AV	Undepr Valu			DETAI		
Bsmnt Flr: 05 -	LINO/	VINYL			\$ / SQ:		(	COMP/	RABI	LE SA	LES			OFF			Area - SQ 2,640					Descrip	% Qu #	# Ten
Subfloor:						1.000000	0 Ra	te	Parcel I	D	Тур	Date	Sale Price		UFEN FUR		2,040	5 14.010	30,	990 Area	USDI		Туре	
Bsmnt Gar:						1.0709999														1				
Electric: 03 -	TYPIC	AL				107.100				8														
Insulation: 02 -				Other Fe					5. <sup>1</sup> .															
Int vs Ext:		~			Factor:	h																		
Heat Fuel: 02 -	GAS						10																	
Heat Type: 01 -		ED H/	A			1.000000																		
# Heat Sys: 1			·		D Mod:		W	tAv\$/SC	:	A	Rate:		Ind.Val		Net Sketch	ed Area:	2,640	Total:	36,	990				
% Heated: 100		% AC	100		Factor:	and a state of the		luric	Factor:			Rofor	e Depr: 107.10	Siz	e Ad	Gross		2640 FinAre		0				
Solar HW: NO	Cont	ral Vac			dj Total:		0-																	
% Com Wal		orinkle			ciation:		S	ecial Fe					Su Net: 21.86				IMAGE		100	acc Dr.	o Pot	riot P	operties, In	
				Depreciate				Fina	1	57700		val/St	JSZAd						A336	essr ra	J I al	inot ri	oper ties, fi	it
<b>NOBILE HOME</b>	M	ake:			Mod	del:			Seria	al #			Year:	1	Color:									
SPEC FEATURE	S/YA	RD IT	EMS										PARCEL	D R051	002 0018									
Code Description		Y/S C		Size/Dim	Qual Co	on Year	Unit Price	e D/S	Dep	LUC	Fact	NB Fa	Appr Value JC		The state of the local day of the state of t	6K								
53 BUNKER			1 50x	the second se		/ 1964		4.81 T		903		1.	13,900		13,9	900								
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More: N		1	otal V	ard Items:		13,900	Toto	al Specia	East	000	1			No. T	otal:	13,900								
141016.114		1				10,900	1018	a opecia	a i ealu	63.				1200	Jial.	13,900								