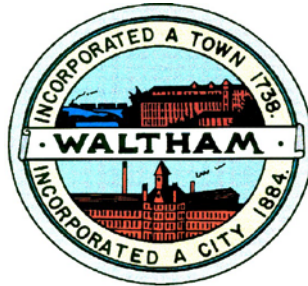


The City of Waltham



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

**DESIGN for the Improvement
of Leary and Yetten Fields**

19 Athletic Field Road, Waltham, MA 02451

The Bid Opening will be held: 10.00AM Thursday March 12th, 2020

Project Briefing: 10.00 AM Tuesday March 3rd, 2020

(Meet on Site at 19 Athletic Field Road, Waltham, MA 02451)

Last Day for Written Questions: 12 Noon Wednesday March 4th 2020

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

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Invitation to Respond

The City of Waltham

Purchasing Department

REQUEST FOR PROPOSAL (RFP)

Under the rules of M.G.L. Chapter 30b, the Chief Procurement Officer of the City of Waltham Purchasing Department hereby requests proposals for:

DESIGN for the Improvement Leary and Yetten Fields

19 Athletic Field Road, Waltham, MA 02451

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

10.00 AM Thursday March 12th, 2020

Project Briefing: 10.00 AM Tuesday March 3rd, 2020

(Meet on Site at 19 Athletic Field Road, Waltham, MA 02451)

Last Day for Written Questions: 12 Noon Wednesday March 4th, 2020

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

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

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

BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED BID FOR: DESIGN
for the Improvement of Leary and Yetten Fields

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

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

Intent of Project

The City of Waltham is requesting professional services to design and prepare construction documents for public bid and provide construction administration to implement recommended improvements of Leary and Yetten Fields located at 19 Athletic Field Road, Waltham, MA 02451.

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2020 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

hereinafter called the CONTRACTOR.

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

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

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

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

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

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

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

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

George Frost, Acting School Superintendent
Date: _____

Joseph Pedulla, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

CONTRACTOR (Signature),
Date: _____

Company

Address

Instructions

INSTRUCTIONS FOR INTERESTED PARTIES

1. READ ALL DOCUMENTS.

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

2. FORMS AND ATTACHMENTS.

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

3. PRINTED OR TYPED RESPONSE.

All information must be typewritten or printed in ink.

4. CORRECTIONS.

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

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

5. NEGOTIATED PRICES ARE FIXED AND ALL INCLUSIVE.

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

5a NEGOTIATED FEE. Following the final selection of the best consultant the Chief Procurement Officer and other School Officials will negotiate an equitable and fair fee with the consultant. Such fee will be all-inclusive.

6. EXCEPTIONS

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

7. BID DEPOSITS (if applicable)

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

8. WITHDRAW.

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

9. AWARD.

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

11. EVALUATION AND RANKING OF PROPOSALS:

Each proposal shall be reviewed by a selection committee comprised of at least three members. Proposals will be evaluated upon the basis of the evaluation criteria for selection set forth and other appropriate factors. Submissions will then be ranked in the order of

qualification. The first, second and third ranked proposals will be further reviewed and evaluated, including reference checks, by the committee. This further review and evaluation may include interviews and the opportunity to provide additional information to the committee.

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

- a) **Interviews and Timely Project Delivery (25 points).** Refers to the company's relay of self-confidence, control and the design preparation process and accountability for the timely delivery of the project manual. Presentation of the various sub-consultants ability to compliment the quality of the design as well as the on-time delivery of the project
- b) **Qualifications of key personnel. (20 points).** The identity and qualifications of key personnel, team members and sub-consultants available to work on this project, including their expected project assignments. The quality (appropriateness, capability and relevant project experience) of key personnel and continuity of the project team, key personnel and sub-consultants throughout the project.
- c) **Similar experience/past performance on similar projects. (20 points).** The proposer's prior similar experience, including the work which best illustrates the team's most relevant experience, ability and expertise to perform the services requested in this RFP; and the proposer's past performance on similar projects, ongoing and completed within the past five years. The committee will review project descriptions and references from 3 communities in Massachusetts for systems of similar in size and complexity where the consultant has performed services similar to those included in this request.
- d) **Technical Approach, Capacity, Management Approach. (20 points).** The quality, completeness and methodology of the technical approach envisioned for the project in response to the Scope of Services. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete required services; its absence of conflicting commitments to concurrent projects; and it's scheduling. The clarity, completeness and effectiveness of the proposed organizational structure and the proposed management approach required to successfully manage this project. The demonstrated ability of the team to work together effectively, to maintain schedule and cost control on this project, to resolve resource constraints, and to interact effectively with City of Waltham operations and staff.
- e) **References (15 points).** From other cities and towns where the successful consultant has performed similar design work. The references shall include names of senior government officials who had a significant and direct involvement with the work of the consultant. The designer shall provide no less than 3 references. In those cases where the references are not reachable, the consultant agrees to provide additional ones.

12. AWARD CRITERIA.

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

13. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

14. TAX EXEMPT.

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

15. SAMPLES (if applicable).

The City of Waltham may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

16. ACTIVE VENDOR LIST.

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

17. FUNDS APPROPRIATION.

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

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

19. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE

CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.

20. STANDARD OF QUALITY.

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

21. MODIFICATION.

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

22. ASSIGNMENT.

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

23. DELIVERIES (if applicable):

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

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

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

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

24. LABELING. (if applicable):

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

25. GUARANTEES (if applicable):

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished.

Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

26. SINGLE VENDOR.

The Waltham Purchasing Department desires to make a single award. However, where applicable, the City reserves the right to make multiple awards if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the City.

27. CHANGE ORDERS.

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

28. BID OPENING INCLEMENT WEATHER

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

29. TIE BREAK

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

GENERAL CONDITIONS

GENERAL CONDITIONS

1. **INFORMATION**
All information shall come from the Office of the Chief Procurement Officer. The Contractor shall inquire at this office for any information needed. Wherever the words “or equal as approved” are used, it is to be understood that the opinion of the Chief Procurement Officer shall govern.
2. **SUITS**
The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.
3. **LAWS AND REGULATIONS**
The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.
4. **PROTECTION OF PROPERTY**
The Contractor shall take all proper precautions to protect the City’s property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.
5. **PROTECTION OF PERSONS**
The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.
6. **CONTRACT DURATION.**
This contract is for the completion of the 90 days design period plus the construction administration period and final acceptance of the project by the City.
7. **INSURANCE**
 - A. **WORKMAN’S COMPENSATION:** The Contractor shall provide insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor. Contractors shall provide insurance on a primary basis and the contractor’s policy shall be exhausted before resorting to other policies. The contractor’s policy is the primary one not the contributory.
 - B. **COMPREHENSIVE GENERAL LIABILITY**

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

- C. AUTOMOBILE (VEHICLE) LIABILITY
 - Bodily Injury \$2,000,000 Each Occurrence
 - Property Damage \$1,000,000 Aggregate
- D. UMBRELLA POLICY
 - General liability \$1,000,000

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

The Certificate of Insurance must be mailed directly to:

Office of the Chief Procurement Officer
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

8. PERSONNEL:

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

9. MATERIALS (if applicable)

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

10. TERMINATION OF CONTRACT

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

11. CONTRACT OBLIGATIONS

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

12. BIDDER EXPERIENCE EVALUATION

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

15. NOT-TO-EXCEED AMOUNT and CHANGE ORDERS

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

16. FINANCIAL STATEMENTS.

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

17 BREACH OF CONTRACT/ NON PERFORMANCE

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

18 RIGHT TO AUDIT

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

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

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

20. ACTIVE REPARATION CLAIMS

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

(Add an additional page if necessary)

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

The City of Waltham is committed to a policy of equal employment opportunity and to a program of affirmative action in order to fulfill that policy. The City will accordingly recruit and hire into all positions the most qualified persons in light of job-related requirements, and applicants and employees shall be treated in employment matters without regard to unlawful criteria including race, color, religion, ancestry, national origin, sex, sexual orientation, disability, age, positive HIV-related blood test results, status as a disabled or Vietnam Era Veteran, genetic information, or gender identity or expression, as these terms are defined under applicable law, or any other factor or characteristic protected by law. In addition, The City of Waltham recognizes that discriminatory harassment and sexual harassment are forms of unlawful discrimination, and it is, therefore, the policy of the City of Waltham that discriminatory harassment and sexual harassment will not be tolerated. The City of Waltham also prohibits unlawful harassment on the basis of other characteristics protected by law.

Further, employees and applicants will not be subjected to harassment or retaliation because they have engaged in or may engage in the following: filing a complaint or assisting or participating in an investigation regarding alleged discrimination or harassment as prohibited in the policy statement above; filing a complaint or assisting or participating in an investigation, compliance evaluation, or any other activity related to the administration of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 ("Rehabilitation Act"), or the Affirmative Action provisions of federal, state or local law; opposing any act or practice made unlawful by VEVRAA requiring equal employment opportunities for individuals with disabilities, disabled veterans, or veterans of the Vietnam Era; or exercising any rights under VEVRAA or the Rehabilitation Act.

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

Specifications

GENERAL INFO

The City of Waltham is requesting professional services to design and prepare construction documents for public bid to implement recommended improvements at Leary Field, 19 Athletic Field Road, Waltham, MA 02451

The Request for Professional Services is intended to result in the selection of a professional designer to prepare plans and specifications and to provide construction oversight. The selected firm will be responsible for the construction bidding process in its entirety, working alongside our City's Chief Procurement Officer and following his procedural requirements as deemed appropriate.

The following section illustrates what the City of Waltham expects to achieve with these improvements. Although the identified improvement objectives are specific, they are not complete. The identification of some of the tasks below intends to give the prospective designers an understanding of the current conditions and a guide for the achievement of the final objective. During one of the initial phases of the project, the input of the community, elected officials and City Departments will be key in making the specifications complete.

SITE OVERVIEW

Leary and Yetten Fields have long been two of the City's main facilities for hosting football, soccer, baseball, and track and field events. The fields, track, bleachers, lights, fieldhouse, scoreboard, and press box have been maintained on a regular basis. The fields are seeded, aerated, and top-dressed annually and watered daily to keep them in good condition. The track is maintained and was last resurfaced over ten years ago. The bleachers are inspected annually, painted annually, and individual boards are replaced when they start to weaken due to exposure to the elements. The press box was rebuilt over ten years ago and is maintained to keep it weather tight. The scoreboard is maintained annually by an outside company. The fieldhouse has been maintained as much as possible but due to its age many problems arise that limit its potential use. Despite the School Department's efforts to maintain these facilities it is now running into issues that are primarily caused by the age of the equipment/facility. Here's a partial list of the issues we feel need to be addressed:

- 1) Replace the lights and light towers at Leary. The City no longer finds the ballasts for the lights as the type of light is over 25 years old. Also, no company is willing to just replace the light components and keep the poles. The poles have basically reached their life expectancy so any new lighting system would require new light poles as well.
- 2) Resurface the track. The track has started to show a significant number of cracks as well as some settling is occurring in certain spots. It is over ten years since it was last replaced.
- 3) Replace natural turf fields with artificial turf. Although the grass fields are in good shape it is due to the limited use. The School would like to replace the football field and possibly both the infield and the outfield of the baseball field with artificial turf. If these fields were artificial turf they could be used for youth programs in the summer as well.
- 4) Bleacher upgrades. Bleachers shall be upgraded or replaced. They are antiquated and have served their life expectancy.
- 5) Fieldhouse. The fieldhouse shall be either demolished or replaced with a facility similar

- to the facility at Veterans Field or that the current structure be remodeled and upgraded. The School Department is looking for a basic fieldhouse that has bathroom facilities and locker room with sufficient space for two teams of up to 80 athletes each.
- 6) Scoreboard upgrade. The scoreboard is approximately thirty years old. When the contractor from Scoreboard Enterprises comes yearly to maintain it, he is amazed it is still in working condition. If and when it needs replacement parts may not be available anymore.
 - 7) Press-box upgrade. The press-box shall be remodeled or replaced and made handicap accessible.
 - 8) This project may have to be constructed in several phases.

SCOPE OF WORK OUTLINE

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

TASK 1: Field Survey / Updated of Existing Conditions

To the extent that is necessary to develop plans and specifications for improvements, the Consultants will conduct any survey of the property (not limited to property lines and utilities) needed to complete project, by registered surveyor and update existing information on the site. Upon completion of the task, the Consultant shall forward all information that the firm has obtained or compiled to the City of Waltham.

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

The Consultant will generate preliminary designs to improve the site, including rough cost estimates, based on the following parameters and, consistent with Task 3 below, present them to the public in an interactive process. Based on the community outreach process, the Consultant shall refine the preliminary designs and develop a final design including solid cost estimates.

The consultant shall present both preliminary design concepts and final design including renderings to present at meetings and for website posting. The use of photo's, sketches and models is encouraged to supplement plan layout.

TASK 3: Conduct Outreach

The design for this project will be determined through a public process of meetings and decisions, involving input from users, neighborhood abutters, local residents in addition to city officials, and city departments. The Consultant is required to visit the site during periods of active use on both weekdays and weekends to observe usage patterns as well as to encourage discussions about ideas with those who frequently utilize the facility. The Consultant will conduct any neighborhood-outreach meetings required and be prepared to make presentation(s) to the School Committee regarding the proposed improvements to the facility. Final approval of the School Committee is required prior to seeking construction funding.

TASK 4: Prepare Construction Drawings/Specifications/Cost Estimates

Following approval of the final design by the City of Waltham, the Consultant shall prepare detailed construction documents including working drawings, technical specifications, bid documents, and a final cost estimate for the facility. The drawings shall be stamped by the required professionals. The Consultant shall provide the City

with four (4) sets of stamped mylar, reproducible specifications, and electronic files of drawings and specifications (a duplicate set of electronic files need to be submitted to the Waltham Engineering Department). The consultants may be required to obtain approval for facility designs from the Conservation Commission and/or other Boards/Commissions needed. Meetings with these commissions is very likely.

The Consultant will collaborate on this Task as necessary with all required municipal departments including, but not limited to, The Mayor, School Committee, City Council, Planning, Engineering, Wires, Building, and The School's Maintenance Department.

TASK 5: Bid Procedure

The Consultant shall attend a project briefing meeting/site walk through, answer technical questions and assist in the preparation of addenda(ae)) as necessary to clarify the project scope or release additional project documents. The selected designer shall review construction proposals, check price sheet calculations for accuracy, check references of the responding companies and recommend to the Purchasing department the award of the contract to the responsible low bidder.

TASK 6: Construction Inspections/Oversight

The Consultant shall attend a pre-construction meeting. During construction, the Consultant shall conduct at least one site visit per week. If the City determines that it is necessary, the Consultant shall revise and/or clarify drawings necessitated by changes that arise in the field and are required to complete the construction. The Consultant shall review and approve all submittals/shop drawings and invoices plus the final inspection, punch list, and recommendations on final acceptance of the project. The Consultant will be required to provide all "as built" to the City upon final completion of the project. Information, during the selection process, may be obtained ONLY from Joseph Pedulla, CPO at jp pedulla@city.waltham.ma.us

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

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

PAYMENT

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

Compliance

(Required Documents. Wet Signatures are Required)

Compliance

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

Purchasing Department

City of Waltham
610 Main Street
Waltham, MA 02452

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

Section Index

	Check when Complete
• Non-collusion form and Tax Compliance form.....	_____
• Corporation Identification Form.....	_____
• Certificate of Vote Authorization.....	_____
• Certificate of Insurance (showing all limits of WC &GL).....	_____
• Three (3) References.....	_____
• Debarment Certificate	_____
• W-9 Tax Form.....	_____

Your Company's Name: _____

Service or Product _____

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

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

ORIGINAL "WET" SIGNATURES REQUIRED

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this response.

_____, _____
(Signature of person signing bid or proposal) Date

(Name of business)

ORIGINAL "WET" SIGNATURES REQUIRED

TAX COMPLIANCE CERTIFICATION

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

_____, _____
Signature of person submitting bid or proposal Date

Name of business

NOTE

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

ORIGINAL "WET" SIGNATURES REQUIRED

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

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

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

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

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

ORIGINAL "WET" SIGNATURES REQUIRED

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

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

Notary Public;

My Commission expires: _____

ORIGINAL "WET" SIGNATURES REQUIRED

CORPORATION IDENTIFICATION

The responding party furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Respondent _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

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

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

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

ORIGINAL "WET" SIGNATURES REQUIRED

DEBARMENT CERTIFICATION

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

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative: _____

Print name _____,

Date _____