

**CITY OF WALTHAM
REQUEST FOR PROPOSALS**

**LEASE (FOR A TERM OF UP TO 99 YEARS) OF AIR RIGHTS ABOVE A PORTION OF THE
PARKING LOT LOCATED AT
230-234 MOODY STREET, WALTHAM, MA
(PARCEL ID R060 028 0018)**

**WHICH IS ADJACENT TO 220-226 MOODY STREET
(PARCEL ID R060 028 0017)**

WALTHAM, MASSACHUSETTS

I. Introduction

The City of Waltham (Lessor) is seeking proposals for the lease of the air rights over a portion of the City of Waltham Parking Lot located at 230-234 Moody Street, Waltham, MA (Parcel ID R060 028 0018) (Locus) and generally identified on the site plan attached hereto as Exhibit A. The Locus is to the rear of the commercial property located at 220-226 Moody Street, Waltham, MA (Parcel ID R060 028 0017). The Locus is located within the Business C Zoning District and the Riverfront Overlay District. It is the primary intent of the City to maintain the number of available public parking spaces on the Locus while also allowing other use of said Locus and that the RFP is intended to secure additional parking and/or monetary payments from the proposed lease of the air rights. The Locus is to be restricted solely to parking.

The locus consists of 0.243 acres, more or less. The portion of the Locus over which the air rights are to be leased consists of 10,594 square feet.

The City owns and operates an open-air surface parking lot on the Locus, which is adjacent to the Embassy Park and a parking deck (Embassy Parking Deck) on adjacent City-owned land. Also adjacent to the Locus is a portion of the Charles River Riverwalk (Riverwalk). As revitalization of the City's downtown area continues, the need for additional parking continues to grow, as does the need to provide adequate access from such parking and the Locus to the Embassy Park, the Riverwalk, and the Embassy Parking Deck.

To address said need, the City proposes to lease the air rights over a portion of the Locus for the creation of a parking garage within said air rights. The Proposer will be required to identify the expected locations for any foundation/supports as part of its response to this RFP.

The City is not leasing any of the easements or property it owns on the Locus. Air rights and any foundation supports are the only items available for lease.

[As part of the lease, the Lessee shall be given the right to place foundations/supports in the ground in the area directly below the air rights. The Lessee must identify the expected locations for said foundation/supports.](#)

Any parking spaces eliminated by the use of same in whole or in part for such supports shall be replaced by spaces installed on the second level and said replacement spaces shall be maintained during the entire lease term for the use of the general public. Each such required replacement space shall be designated by a unique identifying number painted on the space and shown on a sign at the head of said space and a sign shall also be posted by the successful bidder advising members of the general public that said spaces are subject to the pay-for-parking requirements (including fines and/or towing if appropriate parking fees are not paid) of the City-owned surface parking lot and adjacent City-owned parking areas. The City will have the right to determine the location of the replacement spaces.

As a condition of said lease, the Lessee must construct, operate and maintain a parking facility within the air rights above the existing ground level parking lot owned by the City.

1. The ground level public parking lot on the Locus owned by the City will continue to operate and will also be maintained by the Lessee during the entire lease term (the portion of the open-air surface parking area that is below the air rights lease area, as well as the remainder of said open-air parking lot on the Locus shall be so maintained by the Lessee during the entire lease term) along with any additional levels that may be constructed. This obligation is in addition to the Lessee's obligation to maintain all new parking spaces in the air rights lease area (including those dedicated to public use) for the entire lease term.
2. Additionally, as a condition of the lease, the City is requiring monetary payment and/or more parking spaces dedicated for the use of the public over and above the ground floor which will continue to be owned by the City. The collection of parking fees for the ground level parking on the Locus (both that under the air-rights lease area and the remaining ground level parking on the Locus) and for the required replacement parking spaces on an upper level shall continue to be performed by the City for its own benefit.
3. Lessee will be required to maintain the entire facility, as well as being responsible for improving/maintaining the connections/access paths from the Locus to the Riverwalk, the Embassy Parking Deck, the Embassy Park, and the Moody Street sidewalk.
4. Further, the Lessee, as part of the rental fee for the air-rights lease, shall be responsible for maintenance of the Embassy Park. This does not mean that the cost of such maintenance is included in Section VI. 9. Maintenance includes picking up trash on a daily/weekly basis, emptying the barrels located in the park, shoveling and maintaining clear pathways in the park when it snows, and/or repair of the tables/benches located in the park.
5. The Lessee's proposal should indicate the leasehold improvements to be undertaken by the Lessee, including the number of parking spaces to be made available to the general public. Lessee's proposal should also state the monetary payments to be made during the lease term. It is the intent of the City that the parking spaces owned by the City will remain owned by the City and that the additional parking spaces created by the Lessee to replace supports will remain public parking spaces in perpetuity.

The current assessment information for the Locus is as follows:

1. "Highest and best use as a mixed-use development \$3,670,000.00."
2. The value as "a hypothetical five-level, 180 space parking structure in Business C district, if permitted, is \$8,602,500.00. The City would pay \$3,670,000.00 to acquire the privately owned site, then spend \$4,932,500.00 to create a five-level, 180 space parking structure." The City makes no representation whatsoever that a five-story structure or a six-story structure would be permitted by right or by the Waltham City Council.

On May 19, 2016, the Waltham Traffic Commission declared the air rights to be surplus with the condition that a minimum clearance of at least 8'-6" must be maintained to all existing surface parking spaces in the lot. See attached Exhibit B.

Detailed submission requirements are described in Section VI below.

Proposals in response to this RFP must be delivered to the City's Purchasing Agent no later than September 24th, 2018 at 10:00 AM, and any incomplete proposal or proposals submitted after the submission deadline will be rejected.

II. Site Information

Located on the easterly side of Moody Street. Moody Street is a major retail district which is a short distance from Main Street (Route 20).

The property is located in a Business C Zoning District.

The City of Waltham would like to preserve the beauty of the Riverwalk and the downtown; therefore, any design and construction in the leased air space must minimize any disruption of the natural ecological areas of the site

As noted above, the Lessee may place foundations/supports on the Locus directly below the air-rights area, as long as the number of parking spaces currently on the ground level below said air rights remains available to the public, whether continuing on the ground level or through a combination of spaces remaining on the ground level and replacement spaces installed on the second level, but the air rights do not include any access to the Locus, and the successful bidder, therefore, will be responsible for acquiring such rights from adjacent property owners. Should the successful bidder seek such access from adjacent City-owned property, the grant of such rights is not guaranteed.

The Lessee must identify any access points for its project.

III. Use

The City of Waltham intends to lease the air rights for the purpose of constructing and maintaining a parking facility which is public on the ground level and privately owned and operated above the ground level, while preserving the remainder of the Locus as open to

the sky and providing improved access to adjacent City property, including the Embassy Park, Embassy Parking Deck, and Riverwalk.

IV. Background

The City of Waltham owns the Embassy Park and the Embassy Parking Deck, as well as the open-air parking lot on the Locus, located in the heart of the downtown. The City is desirous of renovating the Embassy Park and securing improvements to the overall condition of and access to said Park, the Riverwalk and the Embassy Parking Deck and the remainder of the open-air parking on the Locus. The current number of marked public parking spaces on the Locus, which is 30 (24 city and 6 others marked, exclusive of the fire lanes and open space) needs to be maintained for use by the public.

V. Required Terms and Conditions

- A. The City will lease the air rights “as is”. The term of the Lease shall be for a period of up to ninety-nine (99) years.
- B. The Lessee shall be responsible for monetary payments that are due annually payable in advance in monthly installments to be made payable to the City of Waltham and submitted to the Treasurer’s Office.
- C. The Lessor, in addition to other rights and remedies, shall have the right to declare the term of the lease ended if the Lessee:
 1. defaults in the payment of a rent installment and such default continues for ten (10) days after written notice thereof; or
 2. defaults in the performance or observance of any other of the Lessee’s covenants, agreements or obligations under the lease and fails to correct such default within thirty (30) days after written notice thereof; or
 3. shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of Lessee’s property for the benefit of creditors.
- D. The Lessee shall not assign the lease agreement, nor shall the Lessee sublet any or all of the leased premises without the prior written consent of the Mayor or her/his designee and the City Council. Such subletting may only be authorized, in the sole discretion of the Mayor and City Council for a use that is compatible with the public purpose of the lease agreement and maintains the identified number of parking spaces for the use of members of the general public.
- E. The Lessee shall be required to purchase and maintain tenant’s insurance in an amount sufficient to insure Lessee’s, its employees’, visitors, and guests’ contents during the entire lease term for the building/structure erected within the air rights and shall be required to present a Certificate of Insurance, requiring 30 days advance notice of any cancellation, to the Lessor at the time of the signing of the lease and at such other times as the Lessor shall request. The insurance must specifically state that it covers losses of those occupying the public spaces as well as the non-public spaces.

The Lessee shall be required to purchase and maintain fire insurance and general liability insurance, covering both the structure erected by the Lessee and the surface parking area located below said air rights in the amount of \$1,000,000.00 per person, \$2,000,000.00 per occurrence, during the entire lease term and shall be required to present a Certificate of Insurance, identifying the City as a co-insured and requiring 30 days advance notice of any cancellation, to the Lessor at the time of the signing of the lease and at such other times as the Lessor shall request.

The Lessee shall also be required to indemnify and hold the City harmless against any and all claims of whatever nature for any injury or damage attributable to the Lessee's use of the leased premises or to any actions or inactions of the Lessee, its agents, servants or employees which may cause or contribute to any injury or damage to any person or entity or such person's or entity's property, whether within the air rights area, below said air-rights area, or anywhere on the Locus. In addition, the Lessee shall also be required to indemnify and hold the City harmless against any and all claims of whatever nature for any injury or damage attributable to the Lessee's maintenance and/or improvement obligations for the entire ground level area of the Locus, the additional levels of the parking facility, and/or the Embassy Park, and the improvements for access from the Locus to the Embassy Park, the Embassy Parking Deck, and the Riverwalk.

- F. The Lessee shall perform all improvements regarding construction of the new parking structure at its sole cost and expense.
- G. The use of the subject property is subject to the Zoning Ordinances of the City of Waltham. The City makes no representations as to whether the use of any of the new parking spaces will satisfy parking requirements for any other property. Likewise, the City makes no representations as to whether the construction of such a parking structure complies or will comply with the Zoning Ordinance of the City.
- H. Lessee's parking facility designs must be submitted to and approved by the City Council and Mayor and Planning Department and then submitted to the Building Department for a building permit(s) and to the Conservation Commission. The award of the lease to a particular bidder does not guarantee that the Lessee will receive the aforementioned building permit(s) or other necessary approvals.
- I. All plans and specifications for construction and/or improvements to the property must be approved by the Planning Department, Building Inspector of the City of Waltham, the Conservation Commission, and other applicable municipal departments, prior to the commencement of any work.
- J. All improvements shall be performed by the Lessee in accordance with the City-approved plans and specifications, subject, however, to the aforementioned approvals and building permits and compliance with the City Zoning Ordinance.
- K. The Lessee shall be responsible for the cost of installing and using all utilities to the lease area. The Lessee shall be responsible for all custodial/janitorial/maintenance services in the leased premises during the lease term including such services for the City-owned ground level parking area below the air rights and the surrounding areas.

- L. The Lessee shall be responsible for maintaining the leased premises in good condition, reasonable wear and tear excluded.
- M. The Lessee shall be responsible for the cost of all repairs occasioned by or due to the fault or neglect of the Lessee, its agents, servants or independent contractors hired by it.
- N. The Lessee is prohibited from any activity that would constitute a violation of the conflict of interest law (G.L.M. 268A).
- O. The lease between the parties shall constitute the entire agreement. There shall be no agreements other than the lease.
- P. The Lessee, at its sole cost and expense, shall be responsible for securing all applicable municipal, state and federal permits, including, but not necessarily limited to, building and occupancy permits and Conservation Commission approvals; and shall be responsible for complying with any and all applicable local, state and federal requirements, including but not limited to, the City's Infiltration and Inflow Ordinance and DEP Consent Decree, the Rivers Protection Act, all title searches, and environmental and water analyses, including percolation tests.

VI. Submission Requirements

- A. All proposals must be delivered to the office of the City Purchasing Agent, Joseph Pedulla, City Hall, 610 Main Street, Waltham, MA no later than September 24th, 2018 at 10:00 AM.
- B. All proposals shall be in sealed envelopes marked, "Proposal for Air Rights above the parking lot located at 230-234 Moody Street, Waltham."
- C. All proposals not received at the Purchasing Agent's office by the date and time specified shall be rejected.
- D. Each proposal must include the following:
 - 1. A completed Disclosure of Beneficial Interests form, which complies with the requirements of G.L.M. Chapter 7, Section 40J.
 - 2. A signed affidavit of non-collusion in the form provided by the Purchasing Agent.
 - 3. A certification of tax compliance (G.L.M. Chapter 62C, Section 49A).
 - 4. If the Lessee is other than a natural person, evidence of its legal existence and status. Such evidence may include the following:
 - a. Articles of Incorporation
 - b. Trust Agreements
 - c. Partnership Agreements
 - 5. If the proposer is a corporation, a Certificate of Authority conveying a certified vote of the Board of Directors authorizing a designated individual to submit the proposal.

6. A statement of the intended use of the leased premises and how it promotes the Downtown, provides additional public parking spaces in the Downtown, the overall improvement of the Riverwalk, the Embassy parking areas and Embassy Park in the City of Waltham.
7. A statement relative to the intended plans, to renovate the ground level parking area on the Locus and use the air rights; and to show all foundations for additional parking levels that would have to be located on the ground below the air rights and foundation supports. If a ramp is to be required and permitted on the ground level that would also have to be separately stated since the lease at this point is only for air rights. And a statement of the plans to build, construct and maintain a new parking structure garage.
8. Resumes and position descriptions of all personnel of Lessee who will be constructing the leased premises. Resumes and position descriptions for personnel of Lessee responsible for supervising work to be performed under the lease.
9. A statement of the amount of rent the Lessee proposes to pay over the course of the lease term.
10. A statement identifying the Lessee's financing sources.
11. Evidence of the Lessee's ability to pay the rent proposed and make the improvements proposed. Absence of sufficient evidence shall be a basis for rejecting the proposal.
12. A proposed, detailed program of any improvements/repairs proposed. Said program shall be attached to and become a part of the lease.
13. A list of past downtown projects, if any, in which the proposer has been involved, in the City or elsewhere.
14. If a proposal is accepted, it is subject to the parties executing a mutually satisfactory lease agreement, which shall constitute the entire agreement. There shall be no agreements other than the Lease.

The City reserves the right to request additional documentation and may independently verify information provided.

VII. Evaluation Criteria

All proposals shall be evaluated based on the following criteria:

- A. Submission Requirements: All proposals must be properly submitted and contain all of the completed documents and forms as set forth above in VI—Submission Requirements. The Purchasing Agent shall determine if the Submission Requirements have been satisfied. The Purchasing Agent shall refer all proposals that meet the Submission Requirements to the Evaluation Committee, as expanded upon below in VII (B).

B. Comparative Evaluation Criteria: An Evaluation Committee, consisting of one representative from the Planning Department, Building Maintenance Department and CPW Department will evaluate all proposals referred to it by the Purchasing Agent. The Evaluation Committee's review will be based on the relative merits of the proposals in terms of the proposed use, proposed improvements and the amount of rent to be paid. The Evaluation Committee's review will be based on the relative merits of the proposals in terms of:

1. Proposed additional parking to replace foundation supports (25% of total points)

Each proposal shall be given a score of 1 to 5 (with 5 being the highest score) based on the extent to which it provides additional Downtown parking over and above the current spaces the City has on the Locus. The City reserves the right to reject any proposal or plans that it determines in its sole discretion does not conform to the current character of the neighborhood. Highest scores will be awarded to those proposals maintaining the current number of parking spaces on the City's lot as well as creation of additional parking spaces designated for public use only, and access path design that best promotes the above objectives. Improvements to City owned property shall be a component to this ranking. The previous experience of the proposer in downtown renovation, whether in the City or elsewhere, shall be a component of this ranking.

2. Monetary payment (75% of total points)

The Evaluation Committee will determine the present value of the rental stream to be generated by each proposal. Each proposal will be given a score of 1 to 5 (with 5 being the highest score) based on the present value of rental payments. A score of 1 will be given to a proposer who offers \$1.00 per year. Additional points will be given for higher lease payments.

C. Evaluation. Once points are established for the proposed use, improvements, and the rental stream of each proposal, the Evaluation Committee will weigh these criteria as listed above. Based on the final scores assigned to each proposal, the Evaluation Committee shall make its recommendation to the Mayor and City Council of the City of Waltham who will determine whether to accept or reject the proposal.

VIII. Award

Lease between the City and the successful respondent shall be negotiated by the Mayor, and is subject to the approval of the Mayor and the City Council.

IX. Miscellaneous

A. The City reserves the right to reject any and all proposals at any time prior to the execution of the lease.

- B. All structures and/or renovations performed/constructed pursuant to the lease shall become fixtures and the property of the City of Waltham upon the termination of the lease.
- C. The City of Waltham will conduct one site visit of the property on **September 12th, 2018 at 10:00 AM**. Interested parties should meet in Embassy Park at said date and time. This will be the only opportunity to conduct a detailed inspection of the property before the RFP due date.
- D. All questions regarding the RFP should be submitted by email to the Purchasing Agent (jpedulla@city.waltham.ma.us) who will publish questions and responses as an amendment to the RFP and made available to all prospective bidders on the City of Waltham website or in the office of the Purchasing Agent at 610 Main Street, Waltham, MA.

Central Register-Acquisition or Disposition of Real Property

Authority:

City of Waltham

Description of Property:

AIR RIGHTS ABOVE THE PARKING LOT
LOCATED AT 230-234 MOODY STREET
(PARCEL ID R060 028 0018)

Proposal Deadline:

September 24th, 2018 at 10:00 AM

Estimated Value, highest and best use as a mixed use development \$3,670,000.00; privately owned parking garage maximum 5 levels, 180 spaces \$8,602,500.00

Source of Valuation Fair Market Appraisal by Independent Appraiser.

Additional information:

The City of Waltham is seeking to lease the Air Rights over the City of Waltham Parking Lot located at 230-234 Moody Street, Waltham, MA (Parcel ID R060 028 0018) (Locus) and generally identified on the site plan attached hereto as Exhibit A.

Copies of the Request for Proposal are available in the Office of the City of Waltham Purchasing Agent.

The City reserves the right to reject any and all proposals.

CITY OF WALTHAM, MASSACHUSETTS
REQUEST FOR PROPOSALS
LEASE OF AIR RIGHTS

SEALED PROPOSALS for the lease of AIR RIGHTS located above the PARKING LOT LOCATED AT 230-234 MOODY STREET, WALTHAM, MA, (PARCEL ID R060 028 0018), will be received at the Office of the Purchasing Agent, City Hall, 610 Main Street, Waltham, MA 02452 until September 24th, 2018 at 10:00 AM at which time they will be publically opened and read.

Proposal specifications may be obtained by visiting www.city.waltham.ma.us/bids

The City reserves the right to reject any and all proposals.

Joseph Pedulla, MCPPO
Purchasing Agent

Advertise Locally: **Week of August 23, 2018**
Advertise in Central Register: **August 22, 2018**

COMPLIANCE FORMS

(PLEASE COMPLETE AND SUBMIT THESE FORMS WITH YOUR RESPONSE)

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.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

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

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

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

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

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: _____

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

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

Yes _____, No _____

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

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

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

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City _____

State _____

Telephone Number _____

Today's Date _____

DEBARMENT CERTIFICATION

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

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative: _____

Print name. _____, Date _____

PROOF OF CONTRACTOR'S RESPONSIBILITY

Before a contract will be awarded to any bidder, he/she will be required to furnish evidence satisfactory to the City that he/she has all of the following qualifications:

- A. Ability, equipment, organization, and financial resources sufficient or enable him/her to construct and complete the work successfully within the time required.
- B. Experience during the past three (3) years in the successful completion of turf restoration projects, the magnitude of which shall be not less than one-half (1/2) the work herein specified. In this connection, the attention of the bidder is directed to the "Bidder's Experience" attached hereto, which shall be used in determining the responsibility of the bidder. The City may require additional information as necessary to determine the responsibility of the bidder.
- C. An experienced bidder shall be construed to mean that the bidder has an individual within his/her organization with the experience to supervise a job of this nature.

In the event the bidder fails, refuses, or neglects to submit any required information within the reasonable time stated in any request or fails to qualify as a responsible bidder, his/her bid guaranty shall be forfeited to the use of the owner, not as a penalty, but as liquidated damages.

The determination of whether a bidder is responsible shall rest solely with the City.

BIDDER'S EXPERIENCE

The following is a list of the projects similar in character and scope to the work specified under this contract, which have been successfully completed by this bidder during the past three years.

This information must be furnished by each bidder. A completed project is one that has been accepted and the final payment received from the City or authorized representative.

Bidder's Signature

Date

CERTIFICATE OF AUTHORITY LIMITED LIABILITY COMPANY

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

Does Hereby Certify that

1. The Articles of Organization of the Company were duly filed with the Office of the Secretary of State of the State of Massachusetts on _____, and the Articles of Organization have not been (further) amended.
2. The Company has complied with the publication requirements contained in Section 67 of the Limited Liability Company Law.
3. There exists an Operating Agreement of the Company and that the said Operating Agreement has not been amended or repealed and that the said Operating Agreement remains in full force and effect as of this date.
4. Neither the Articles of Organization nor the Operating Agreement (as amended) require any further act to be taken or a meeting to be held by its members other than 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 undersigned has executed this Certificate of Authority this _____ day of _____, 20____.

(Signature)

STATE OF MASSACHUSETTS, COUNTY OF _____

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

Notary Public: _____

My Commission Expires: _____

Notary Stamp:

R060 028 0018
 Map Block Lot

Unit 1 of 1
 CARD

City of Waltham

TOTAL ASSESSED: 157,600
 1806731



Patriot
 Properties Inc.
 USER DEFINED

PROPERTY LOCATION
 No: 230-34
 All No: MOODY ST. WALTHAM
 Direction/Street/City: MOODY ST. WALTHAM

IN PROCESS APPRAISAL SUMMARY
 Use Code: 903
 Building Value: 19414.000
 Yard Items: 157,600
 Land Size: 19414.000
 Land Value: 157,600
 Total Value: 157,600

Legal Description
 User Acct: 90673
 GIS Ref: 90673
 GIS Ref: 90673
 Insp Date: 08/10/16

OWNERSHIP
 Owner 1: CITY OF WALTHAM
 Owner 2:
 Owner 3:
 Street 1: 610 MAIN ST.
 Street 2:

PREVIOUS ASSESSMENT
 Total Card: 0.446
 Total Parcel: 0.446
 Source: Market Adj Cost
 Total Value per SQ unit: N/A
 Parcel N/A

Lot Size
 Total Land: 19414.000
 Land Unit Type:

PREVIOUS OWNER
 Owner 1:
 Owner 2:
 Street 1:
 Street 2:
 Turn/City: WALTHAM
 S/P/Prov: MA
 Postal: 02452-5552

BUILDING PERMITS
 Tax Yr: 2016, 2015, 2014, 2013
 Use: 903, 903, 903, 903
 Cat: FV, EX, FV, FV
 Blg Value: 19,414, 19,414, 19,414, 19,414
 Yrd Items: 0, 0, 0, 0
 Land Size: 19,414, 19,414, 19,414, 19,414
 Land Value: 157,600, 141,000, 141,000, 141,000
 Total Value: 157,600, 141,000, 141,000, 141,000
 Asses'd Value: 157,600, 141,000, 141,000, 141,000
 Notes: 12/16/2015, 11/25/2014, 12/22/2014, 12/13/2013, 12/12/2012

Parcel ID
 R050 028 0018
 PRINT
 Date: 08/10/16
 Time: 10:52:25
 LAST REV

NARRATIVE DESCRIPTION
 This Parcel contains 446 SQ. FT. of land mainly classified as MUNICIPAL

SALES INFORMATION
 Grantor: CITY OF WALTHAM
 Legal Ref: 12188-92
 Date: 4/14/19172
 Type: 4714/19172

TAX DISTRICT
 Sale Price: 230000
 V: Yes
 Tst: No
 Assoc PCL Value: No

OTHER ASSESSMENTS
 Code: Description: Amount: Com. Int

INCOME INFORMATION
 Type: Description: Fr: Qty: Leased Area: Ten: Rent \$: Ovr Rent: Econ Inc

PROPERTY FACTORS
 Item Code: Descp: % Item Code: Descp

ACTIVITY INFORMATION
 Date: 2/10/2014
 Result: VACANT LOT
 By: ROBBIE MCCLAU

LAND SECTION
 Use Description: 19414
 Code: 903
 LUC: No of Units: 19414
 Depth / Precip: 19414
 Unit Type: SITE
 Land Type: SITE
 LT: 0
 Base Value: 0
 Unit Price: 19.427
 Adj CA: 1.00
 Neigh Inhd: UNBLD
 Neigh Mod: -50
 Neigh Int 1: 157,603
 Neigh Int 2: 157,603
 Neigh Int 3: 157,603
 Appraised Value: 157,603
 Alt Class: 157,603
 Spec Code: 157,603
 Fact Use Value: 157,603
 Notes: 1/1

Gross Income
 Vacancy/DL: X
 Other Income: X
 Expenses: X
 Reserves: X
 Lease Type: 0
 Overall Rate: X

Nei Income: 0
Deficiency:
 Final Val Card:
 Val Per Unit Card:
 Final Val/Parcel:
 Val Per Unit/Par:
 Cost/Inc Ratio:

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 Lease Type: 0
 Overall Rate: X

Nei Income: 0
Deficiency:
 Final Val Card:
 Val Per Unit Card:
 Final Val/Parcel:
 Val Per Unit/Par:
 Cost/Inc Ratio:

Total ACH/AM: 0.44568
 Total SFS/SM: 19414.00
 Parcel LUC: 903 MUNICIPAL
 Prime NB Desc: COM AVG

Total: 157,603
 Spl Credit: 0
 Total: 157,600

Total: 157,603
 Spl Credit: 0
 Total: 157,600

Exhibit A

Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

*City of Waltham
Massachusetts*

*Waltham Board of Assessors
Tel: 781-314-3200
Fax: 781-314-3218
assessors@city.waltham.ma.us*



*610 Main Street
Waltham City Hall
Waltham, MA 02452*

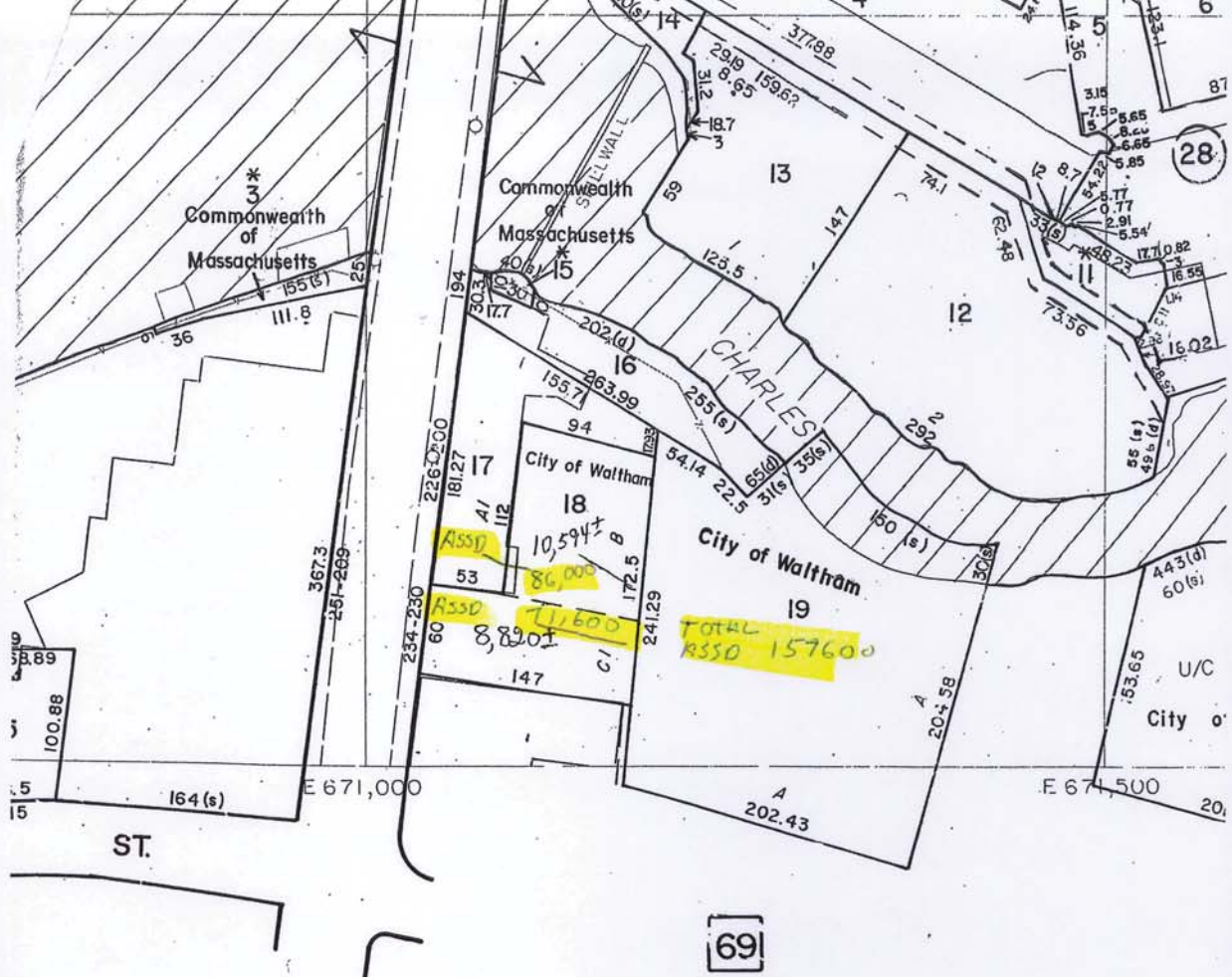
DATE: July 14, 2016
TO: Mayor McCarthy
FROM: Joseph R. Goode
Chairman Board of Assessors
RE: Air Rights 230-234 Moody Street

The property located at 230-234 Moody Street (Parcel ID: R060-028-0018) assessed and owned by the City of Waltham, contains 19,414 square feet of land shown on the attached Assessors Atlas plan. The atlas plan shows Lot C1 which is Embassy Park containing 8,820 square feet +/- of land and shows lot B as 10,594 +/- square feet of land. The parking deck for air right purposes will be constructed above the 10,594 +/- square foot portion of land. The parking deck will consist of 30 parking spaces.

In order to develop a Lease amount for the Parking Deck I looked at Apartment Building parking space rentals. Cronin's Landing at 227 Moody Street and Current on The Charles located at 36 River Street are averaging \$100.00 per month for each parking space. The lease amount for the air right portion of the parking deck is as follows:

30 parking spaces @100.00 = \$ 3,000.00 per month
\$36,000.00 per year

If you need additional information or have any questions please contact me.



SCALE 1:1200 (1 INCH = 100 FEET)



GRID BASED ON MASSACHUSETTS STATE PLANE COORDINATE SYSTEM

**MINUTES OF THE TRAFFIC COMMISSION MEETING
HELD: MAY 19, 2016 AT 10:00 A.M.
HENRY HOOVER COMMITTEE ROOM, CITY HALL**

The minutes of the previous meeting were voted as accepted.

1. PETITIONED ITEMS:

A. Gore Street – Traffic Calming

Councillor Marchese is supporting this request from numerous residents in the area regarding truck traffic and speeding. Resident Mr. Carmen Caira spoke in favor of this petition. He spoke of the heavy trucks using the street at 3:30 am, which has many potholes and dips which make the truck excessively noisier than in the daytime. There is constant speeding, passing School Buses and many of the signs in the area need to be updated. Councilor LeBlanc also spoke on behalf of the neighbors for some relief of these upsetting issues.

In 2002, the Commission was asked to consider a Night Truck Restriction. No alternate route could be determined. The area south of Gore Street is zoned Commercial and Industrial. Due to the width of Gore Street it is ideal for truck traffic versus the narrower residential streets that an alternative route could bring. Mr. Caira felt that trucks should use the Elm Street / River Street route that is used by eastbound traffic heading to his area.

Voted to request the Police Department conduct a Speed Survey on Gore Street. Traffic Engineering will review the signage and update signs as needed. If an alternative route for the westbound trucks can be found then a truck survey will be conducted for a possible truck exclusion.

B. Charles Street Avenue – Removal of No Parking Regulation

Councillor Logan is requesting that the current No Parking restriction be removed. The Traffic Commission reviewed the request to remove the restriction in October 2015. The street is too narrow to allow fire apparatus access to houses. **Voted to deny this request**

C. Edinburg Center – Rock Into Recovery 5K

Ms. Gail Rogers, Director of Development at The Edinburg Center is requesting permission to hold this event on Saturday, September 24th. **Voted to recommend a permit be issued.in**

D. Lexington Street Upgrade for bicycle and pedestrian use with multiuse path.

Mr. Leo Keightley submitted a petition signed by numerous Waltham, Lexington and surrounding residents to propose this idea. The existing cross section of Lexington Street north of Totten Pond Road is typically four lanes (two in each direction). The lanes are narrow, and speeds are relatively high. Traffic Engineer Mr. Garvin proposed that from Curve Street to Lake Street one northbound, and two southbound. He further proposed that Lake Street to Stearns Hill Road which should have one lane in each direction, and a center turn lane. With this configuration bike lanes could be added. The section from Jack's Way, south entrance to the High School, to the north exist of the High School has a median. The median should be removed and an overhead mast arm for the traffic signal should be installed. The removal of the median would allow the continuation of the two southbound lanes and a bike lane.

Commission member Mr. Magno expressed concerns that this is a major change in the movement of traffic along a very busy street and caution should prevail. Member Mr. Chiasson stated that resurfacing of Lexington Street is expected to start in early July (Lexington line

southward). Member Mr. Kelly opposed the removal of the median strip and a new mast arm for the signals.

Voted to approve the revised pavement markings along Lexington Street, adding a bike lane in each direction between Stearns Hill Road and Curve Street. Stripe one though lane in each direction, with a second southbound lane south of Lake Street, and center turn lane north of Lake Street. Remove the median near Jack's Way to allow for the proposed pavement markings.

Additional vote - T.E. Mr. Garvin is to seek funding from Infrastructure Accounts to replace the traffic signal mast arm and removal of the median at Jack's Way. The C.P.W. Director will be asked to have the lanes painted as part of the re-surfacing of Lexington Street. Traffic Commission voted as a contingency to revise the pavement markings as described above even if the median is not removed.

E. 699 Main Street – Relocation of Disabled Parking Space

Mr. Anver Shaikh, owner of Waltham Smoke and Convenience located at 699 Main St. is requesting the existing Disabled Parking space be relocated. **Voted to remove the HP space instead of relocation.**

F. Transportation Master Plan Presentation

McMahan Associates presented their Transportation Master Plan recommendations. Ms. Maureen Chlebek, Ms. Allison Luff and Ms. Chish Apicella of McNMahon Associates gave a progress report on recommendations.

G. Transfer Off-Street Parking Commission Duties to Traffic Commission

Mayor McCarthy has submitted the City Council Order # 33441 transferring the duties of the Off-Street Parking Commission to the Traffic Commission (Chapter 2, Article XX Off Street Parking Commission is abolished and duties transferred to the Traffic Commission). **Information only**

H. Embassy Parking Lot Air Rights

Mayor McCarthy is seeking Traffic Commission determination of whether it has any need for the air rights over the small parking section behind 200 Moody Street. **Voted to approve the request and declare the air rights "surplus" with no future needs for the air rights in this small parking lot section behind #200 Moody Street, provided that a minimum clearance of at least 8'-6" is maintained to all existing surface parking spaces in the lot.**

2. TABLED ITEMS: Items A – E – F – H were voted to be removed from the Table

A. Highland St. "Spur" at Curtis St. – Removal of "No Right Turn" Restriction (9/12)(10/12)

Councilor Logan adamantly opposed removing the restriction. The Commission will review again after the improvements are made to Highland/Curtis to see if the accident rate is reduced and to compare the accident rates prior to 2010 when this restriction was installed. **Voted to re-table**

B. Main Street at Warren Street – Proposed Pedestrian Signal (10/13)

C. Prentice/Plympton/Tomlin/Irving – Traffic Calming (6/15)(9/15)(11/15)(12/15)

D. Valet Parking in Downtown Area (11/15)

E. Forest Street – Crosswalks and Bicycle Markings (11/15)

Voted to direct Traffic Engineering conduct a study of the existing crosswalks to determine whether it is advisable to place a Rectangular Rapid Flashing Beacon (RRFB) or any other