



**REQUEST FOR PROPOSALS**  
**MOODY STREET PEDESTRIAN MALL**  
**CONCEPTUAL DESIGN STUDY**  
**CITY OF WALTHAM, MA**



**Proposal Due: 10:00AM Wednesday August 23<sup>rd</sup>, 2023**  
**Last Day for Questions: Wednesday August 16<sup>th</sup>, 2023 at Noon**  
(Must be emailed to [cphilpott@city.waltham.ma.us](mailto:cphilpott@city.waltham.ma.us))

CITY OF WALTHAM  
City Purchasing Agent  
610 Main Street  
Waltham, MA 02452  
781-314-3244

# REQUEST FOR PROPOSALS MOODY STREET PEDESTRIAN MALL

## I. INTRODUCTION

The City of Waltham is requesting proposals for consultant services to develop a conceptual design study that will provide a vision, high-level recommendations, and a path toward possibly implementing the Moody Street Pedestrian Mall. The Consultant selected will be responsible for managing all aspects of the project outlined in this scope of work, including examining the current street conditions, creating planning and design recommendations (including emergency vehicle access, maintenance, utilities access, accessibility considerations, operations and trash and maintenance needs, landscaping etc.) visualizing concept designs, and calculating a cost analysis for each possible future phase of the project. The City of Waltham is requesting at least two design options based on the conceptual design study for streetscape design and cost estimation services for the development of possibly creating a permanent Moody St Pedestrian Mall.

## II. BACKGROUND

Moody Street is the heart of the City, with a high concentration of popular retail and restaurant locations. The City of Waltham has closed a portion of Moody Street to vehicular traffic between Pine Street and High Street – about a quarter mile in length – during the warmer months, each year since 2020. Initially introduced as a means of expanding restaurant seating outdoors during COVID-19 restrictions, this has proven popular with the public and has been included this year, even after COVID-19 restrictions have been lifted. The implementation of this roadway closure has been done by placement of concrete barriers and metal barricades, with temporary traffic signs directing vehicles around the closed area of the street.

See the attached diagram for the limit of the temporary roadway closure in effect for this summer.

## III. DESCRIPTION OF THE PROJECT

The intent of this project is to explore options for the installation of permanent infrastructure on this segment of Moody Street, rather than have the City install the temporary features as has been done the last four summers. Consideration must be made of how to handle traffic on the side streets that intersect Moody Street in this area. Several of these streets are currently one-way (either towards or away from Moody Street). We invite qualified consultants and/or consultant teams with extensive experience in one or more of the following areas to submit a proposal:

- Civil Engineering
- Architecture
- Landscape Architecture
- Urban Planning

## IV. SCOPE OF WORK

The City intends to complete the Design needed for the creation of the pedestrian mall in two separate Phases. The First Phase, which will be funded directly by the City, will include required surveys, research, meetings to create at least 2 options for a Conceptual Designs.

#### FIRST PHASE:

1. Project Initiation and Survey – the Consultant shall review the existing conditions along Moody Street, and meet with City officials to get a sense of traffic, parking, and pedestrian patterns that exist today, and what the goals are for the permanent Pedestrian Mall.
2. Presentation of Options – the Consultant shall prepare concept level plans that show at least two options for creating a Pedestrian Mall along this section of Moody Street. Cost analysis with estimates shall be included in these Conceptual Plans as well. One option shall assume no vehicular traffic at all along the street (except emergency vehicles), while another option shall assume traffic is allowed in one direction along Moody Street, and sidewalks are expanded out towards that travel lane. Assume several meetings with the Waltham Traffic Commission and Waltham City Council to present these options for discussion.

#### SECOND PHASE:

Once and if a Design is selected by the City of Waltham, we will move into the Second Phase. This shall include the Final Design Phase with creation of Construction Documents as well as Construction Bidding Services and Construction Administration services.

3. Draft Construction Plans – upon being instructed which option the City intends to select, the Consultant shall proceed with development of construction plans for converting this section of Moody Street into a full time pedestrian mall. Items to be included in the design include either raising the street to be flush with the sidewalks, or extending the sidewalks to narrow the width of the street. Streetscape design elements such as decorative pavers, bollards, bicycle parking, vehicle parking provisions, fire hydrants, landscaping, drainage, and signage shall be included as well. For each side street, clear direction should be given on how to manage the traffic approaching or leaving Moody Street.
4. Permitting – if any environmental permits are required for the construction of this project, the Consultant shall prepare such documents and obtain the necessary permits.
5. Final Construction Documents – Upon review and comments by the City, the Consultant shall make all necessary revisions to finalize the Construction Plans and Specifications, and shall prepare a final Construction Cost Estimate. The Consultant shall provide the Bid Item form needed for bidding this project.
6. Construction Phase Services – the Consultant shall provide the following construction phase services: attend regular progress meetings as applicable, respond to any applicable Requests For Information (RFI), approve any necessary shop drawings, perform periodic construction observations (at least one per week during the active construction activities) to verify general conformance with the project plans, and perform a final site inspection (including developing a punch list for the CONSULTANT to complete the work).

#### V. AGREEMENT

The selected firm will be required to execute an Agreement for Design Professional Services (Agreement) for the project on the City's form and is made part of this Request for Proposal as **Attachment 2**. All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in this Agreement.

#### VI. PROPOSALS

The City will accept proposal submittals through **10:00AM Wednesday August 23<sup>rd</sup>, 2023**. The City will then review submittals and evaluate based on the Criteria below. Submittals should be organized in the same order as the requirements listed herein.

Proposers shall submit their proposals (3 copies) to the Purchasing Department in Waltham City Hall:

Attn: Crystal Philpott, Purchasing Agent

610 Main Street

Waltham, MA 02452

[cphilpott@city.waltham.ma.us](mailto:cphilpott@city.waltham.ma.us)

781-314-3244

**PROPOSALS MUST BE RECEIVED BY 10:00AM Wednesday August 23<sup>rd</sup>, 2023.** Proposals received after this time will not be accepted.

## **VII. 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 and price. 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:

Unacceptable

Not Advantageous

Acceptable

Advantageous

Highly Advantageous

### **The technical section of the RFP is worth 60%**

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

Firms must meet the minimum requirements as specified in Section III A. 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 same order.**

- 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 and flood mitigation design. Recent with projects comparable to the proposed project. Firm to describe relevant design in this type of project. **(15 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. **Acceptable:** 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.
  - e. **Highly Advantageous:** 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 (10 Points)**. List significant current work and work completed in the last five (5) years, as well as projects in-house but not yet begun; quantify. 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 (15 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. **Acceptable:** The proposed designers are less than two and indicate a reduced understanding of the project, its scope and its timeframes for completing the work adequately.
    - d. **Advantageous:** The proposed designers provided are more than two and indicate a good understanding of the project and the work required.
    - e. **Highly Advantageous:** The proposed designers are more than three, including a senior member of the Designer's firm, which indicates a proficient understanding of the project and the work required.
  - 5) **Municipal Experience (10 points)**
    - a. **Unacceptable:** No municipal experience provided.
    - b. **Not Advantageous:** One to two previous projects completed of similar work.
    - c. **Acceptable:** One to three previous projects completed with municipal or government agencies.
    - d. **Advantageous:** Two to three previous projects completed with municipal or government agencies.
    - e. **Highly Advantageous:** More than three previous projects completed with municipal or government agencies.
  - 6) **Price (40 points) Price based on FIRST PHASE ONLY – Surveys and at least 2 Concept Level Plans**

## VIII . **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 and price. **The technical section of the RFP is worth 60% of the award, the Price is worth 40%.** The City reserves the right to cancel the RFP or to reject any and all responses and/or submittals, or parts thereof, and to waive any technicalities or minor informalities if it determines, in its sole discretion, that such cancellation or rejection is in the best interest of the City.

**IX. SELECTION TIMELINE**

The City has designated the following activities and dates as key to the project schedule. Proposers are encouraged to assist the City in adhering to this timeline. The City reserves the right to change the schedule at its own discretion.

<b>Anticipated Schedule for Selection</b>	
Issuance of Request for Proposals	August 2 <sup>nd</sup> , 2023
<b>Deadline to Submit Proposals</b>	<b>10:00 A.M. August 23<sup>rd</sup>, 2023</b>
Evaluations Completed	August 30 <sup>th</sup> , 2023
Anticipated Contract Award	September 1 <sup>st</sup> , 2023

**X. QUESTIONS**

Any questions regarding the RFP should be directed to in writing via email ONLY to:

Crystal Philpott  
Purchasing Agent  
(781-314-3244  
cphilpott@city.waltham.ma.us

Last Day for Written Questions is **Wednesday August 16<sup>th</sup>, 2023 at Noon.**

**XI. ATTACHMENTS:**

- Attachment 1: Map of Moody Street**
- Attachment 2: Sample Agreement for Design Professional Services**
- Attachment 3: Price Sheet**
- Attachment 4: Compliance Documents**

**ATTACHMENT 1:  
Map of Moody Street**

**ATTACHMENT 2:**  
**Sample Agreement for Design Professional Services**



**AGREEMENT WITH \_\_\_\_\_**  
**FOR DESIGN PROFESSIONAL SERVICES**  
**FOR**

\_\_\_\_\_ *[insert project name/description]*

This Agreement, made and entered into this day of \_\_\_\_\_, by and between the **CITY OF WALTHAM**, a municipal corporation existing under the laws of the State of MA ("CITY"), and \_\_\_\_\_, a \_\_\_\_\_ *[insert legal status of consultant here, e.g., individual, corporation, limited partnership, etc.]*, ("CONSULTANT"), whose address is \_\_\_\_\_:

**RECITALS:**

A. CITY desires certain \_\_\_\_\_ services hereinafter described.

B. CITY desires to engage CONSULTANT to provide these \_\_\_\_\_ services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

**NOW, THEREFORE, IT IS AGREED** as follows:

**SECTION 1 - SCOPE OF SERVICES**

The scope of services to be performed by CONSULTANT under this Agreement is as described in RFP IV. Scope of Work to this Agreement, attached and incorporated by reference.

**SECTION 2 - DUTIES OF CONSULTANT**

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

CONSULTANT agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

**SECTION 3 - DUTIES OF CITY**

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT's work.

#### **SECTION 4 - TERM**

The services to be performed under this Agreement shall commence on [REDACTED] and be completed on or about [REDACTED].

#### **SECTION 5 - PAYMENT**

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee in an amount of \$ [REDACTED], pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

#### **SECTION 6 - TERMINATION**

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY's payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

#### **SECTION 7 - OWNERSHIP OF DOCUMENTS**

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

#### **SECTION 8 - CONFIDENTIALITY**

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

#### **SECTION 9 - INTEREST OF CONSULTANT**

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

## **SECTION 10 - CONSULTANT'S STATUS**

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent CONSULTANT under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

## **SECTION 11 - INDEMNITY**

The CONSULTANT shall indemnify, hold harmless, and defend the OWNER, its officers, employees, servants and agents from and against all claims, damage, losses and expenses including attorney's fees, arising out of the negligent acts, errors or omissions of the CONSULTANT, any of CONSULTANT'S subCONSULTANTS or subconsultants, anyone directly or indirectly employed by any of them or anyone for whose acts the CONSULTANT may be liable, regardless of whether or not caused in part by a party indemnified hereunder.

## **SECTION 12 - INSURANCE**

### *Commercial General Liability Insurance*

The CONSULTANT shall secure and maintain, for the duration of this AGREEMENT, including any supplements thereto, the following Commercial General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the CONSULTANT performs, the CONSULTANT shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage. The City of Waltham shall be named as an additional insured party on the Commercial General Liability policy and shall be a certificate holder on all policies such that the City shall be notified no less than ten (10) days prior to the date of cancellation or expiration of such policy(ies).

### *Automobile Liability Insurance*

The CONSULTANT shall secure and maintain, for the duration of Article 2 of this AGREEMENT, including any supplements thereto, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the CONSULTANT in connection with this AGREEMENT, in the following amount:

Not less than One Million Dollars (\$1,000,000) combined single limit for all damages arising out of bodily injuries to or death of persons and all damages arising out of injury to or destruction of property in any one accident or occurrence.

Not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

### *Umbrella Liability Insurance*

In addition to the abovementioned coverage, the CONSULTANT shall carry a minimum of One Million Dollar (\$1,000,000) umbrella liability policy for the duration of the PROJECT.

#### **6.4** *Worker's Compensation Insurance*

The CONSULTANT shall secure and maintain, for the duration of Article 4 of this AGREEMENT, including any supplements thereto, Worker's Compensation Insurance policy in amounts required by law at no cost to the OWNER.

#### **SECTION 13 - NONASSIGNABILITY**

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

#### **SECTION 14 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT**

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

#### **SECTION 15 - WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

## **SECTION 16 – SEVERABILITY**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

## **SECTION 17 - LITIGATION AND EXTENSION OF SERVICES**

### *Litigation and Additional Work*

In the event the CONSULTANT is to prepare for or appear in any litigation in behalf of the OWNER or is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the CONSULTANT as is mutually agreed upon.

### *Changes in Work*

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated into written amendments to this AGREEMENT or by Change Order. No work shall be undertaken until such time as a written amendment and/or Change Order is signed off by all appropriate officials from the City of Waltham including, but not limited to the Law Department, Purchasing Agent, Auditor, Mayor, and Department Head overseeing the project.

## **SECTION 18 - NON-DISCRIMINATION**

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its sub-consultants shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

## **SECTION 19 - MEDIATION**

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

## **SECTION 20- OWNERSHIP AND USE OF DOCUMENTS**

All documents, reports, drawings, designs, specifications, notes and other work developed in the performance of this AGREEMENT (hereinafter called "DOCUMENTS") prepared under this AGREEMENT shall be the property of the OWNER and at the termination of the CONSULTANT'S services, shall be promptly turned over to the OWNER.

The Owner shall have unlimited rights, for the benefit of the OWNER, in the DOCUMENTS, including the right to use the same to complete or renovate the Project for which they were prepared by the CONSULTANT without additional cost to the OWNER; and with respect thereto, the CONSULTANT agrees and hereby grants to the Owner an irrevocable royalty-free license to all such data which may be covered by the CONSULTANT'S copyright and to all designs as to which the CONSULTANT may assert any rights or establish any claims under any patent or copyright laws. The CONSULTANT shall not be responsible for changes made in the DOCUMENTS without the CONSULTANT's authorization, nor the Owner's use of the DOCUMENTS if such use does not involve the series of the CONSULTANT pursuant to this AGREEMENT.

## **SECTION 21 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

## **SECTION 22 - AUTHORITY TO ENTER INTO AGREEMENT**

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

## **SECTION 23 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Massachusetts and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

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:** \_\_\_\_\_

By: \_\_\_\_\_, Date: \_\_\_\_\_

Its:  
Hereunto duly authorized

**CITY OF WALTHAM:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: Mayor, Jeannette McCarthy  
Hereunto duly authorized

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: Chief Procurement Officer, Crystal Philpott  
Hereunto duly authorized

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: Traffic Engineer, Michael Garvin  
Hereunto duly authorized

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: Auditor, Paul Centofanti  
Hereunto duly authorized

**As To Form Only**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: Assistant City Solicitor, Luke Stanton

**ATTACHMENT 3:**  
**Price Sheet**



**“WET” SIGNATURE IS REQUIRED**

**MOODY STREET PEDESTRIAN MALL**  
**CONCEPTUAL DESIGN STUDY**

**PRICE SHEET**

**(40 POINTS OF THE TOTAL AWARD VALUE)**

My company offers the All Inclusive, not to exceed, fixed.

**FIRST PHASE STUDY AND AT LEAST 2 CONCEPTUAL DESIGNS:**

**Total:** \$: \_\_\_\_\_

My Company Acknowledges receipt of addenda #: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_, **Date:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**ATTACHMENT 4:**  
**Required Compliance Documents**

**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:

\_\_\_\_\_

By: \_\_\_\_\_

Duly authorized

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

**“WET” SIGNATURE IS REQUIRED**

**NON-COLLUSION FORM AND TAX COMPLIANCE FORM**

**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name of business)

**“WET” SIGNATURE IS REQUIRED**

**TAX COMPLIANCE CERTIFICATION**

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

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
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.

**"WET" SIGNATURE IS REQUIRED**

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

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

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

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

SIGNED:

(Corporate Seal)

\_\_\_\_\_  
Clerk of the Corporation:

Print Name: \_\_\_\_\_

---

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: \_\_\_\_\_

**“WET” SIGNATURE IS REQUIRED**

**CORPORATION IDENTIFICATION**

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

**If a Corporation:**

Incorporated in what state \_\_\_\_\_

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Federal ID Number \_\_\_\_\_

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

Yes \_\_\_\_\_, No \_\_\_\_\_

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

**If a Partnership:** (Name all partners)

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual:**

Name \_\_\_\_\_

Residence \_\_\_\_\_

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

Name of Firm \_\_\_\_\_

Name of Individual \_\_\_\_\_

Business Address \_\_\_\_\_

Residence \_\_\_\_\_

Date \_\_\_\_\_

Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Business Address (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

\_\_\_\_\_

City State

Telephone Number

Today's Date

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

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**NOTE**

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



**“WET” SIGNATURE IS REQUIRED**

**DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government 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.

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Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Signed by Authorized Company Representative:

\_\_\_\_\_

Print name \_\_\_\_\_,

Date \_\_\_\_\_

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

**“WET” SIGNATURE IS REQUIRED**

**(Fill out if an LLC)**

**CERTIFICATE OF AUTHORITY LIMITED LIABILITY COMPANY**

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

Does Hereby Certify that:

1. The Articles of Organization of the Company were duly filed with the Office of the Secretary of State of the State of Massachusetts on\_\_ and the Articles of Organization have not been (further) amended.
2. The Company has complied with the publication requirements contained in Section 67 of the Limited Liability Company Law.
3. There exists an Operating Agreement of the Company and that the said Operating Agreement has not been amended or repealed and that the said Operating Agreement remains in full force and effect as of this date.
4. Neither the Articles of Organization nor the Operating Agreement (as amended) require any further act to be taken or a meeting to be held by its members other that as follows:
5. All said requirements, whether as contained in the Articles of Organization or in the Operating Agreement or by operation of law as to the transaction of \_\_\_\_\_, 20\_\_ have been met.
6. The following person or persons has/have been duly authorized by the Company to execute all documents in connection with said transaction and that the signature appearing to the right of their name(s) is his/her genuine signature.

**NAME**

**OFFICE HELD**

**SIGNATURE**


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:

