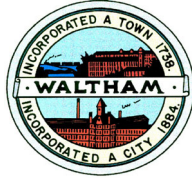


The City of Waltham



**Invites
Interested Parties
To respond with the best Proposal
For the service herewith described:**

Owner's Project Management (OPM) Services for the New Police Station

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

PROPOSALS DUE: Friday March 11, 2022 at 10:00AM

Voluntary Briefing: Wednesday March 2, 2022 at 10:00AM

(Meet at 155 Lexington Street, Police Station, Deputy Chief's Conference Room)

Last day for Written Questions: Friday March 3, 2022 at 12:00PM

(Via email ONLY to cphilpott@city.waltham.ma.us)

CONTRACT

ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

Basic Services: All services required to be performed by the Designer under this Contract except those for which reimbursement is made or provision for additional compensation provided for under Articles 6 and 7.

Construction Contract: One or more contracts between the City of Waltham and a general contractor for the construction of the Project.

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

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

Consultant: A subcontractor of the Designer.

Contract: This Contract for Designer's Services.

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

Estimated Construction Cost: The Construction Cost as estimated in the Construction Cost Estimate prepared by the Designer at various phases of the Project to the level of detail and in the format specified in this Contract.

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

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

Laws: Applicable statutes, acts, rules, regulations, requirements, orders, directions, ordinances, judgments, decrees, and injunctions of or by the United States of America, the City of Waltham of Massachusetts; and any political subdivisions of either of them; and any agency, department, commission, board, bureau, or instrumentality of any of them.

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

Notice to Proceed: A written communication from the Purchasing Agent of the City of Waltham directing the Designer to perform services for the particular phase of the Project as set forth in such communication.

Owner's Project Manager: A professional consultant or professional construction manager hired by the City of Waltham pursuant to M.G.L. c. 149, s. 44A1/2 or otherwise to work with the Designer as the owner's representative on the project to ensure an optimum project including construction quality, cost control, and schedule control.

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

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

Project: The Project identified in this Contract.

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

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

Resident Engineer: The on-site representative of the City of Waltham for the Project.

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

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

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

ARTICLE 2: RESPONSIBILITIES OF THE CITY OF WALTHAM

- 2.1 Approvals.** The City of Waltham shall either i) render to the Designer any Approval required by this Contract or ii) notify the Designer in writing that such Approval is being withheld.
- 2.2 Payment.** For satisfactory performance of all of the Designer's obligations under this Contract, the City of Waltham shall compensate the Designer in accordance with the provisions of Articles 5, 6, 7, 8, and 9 of this Contract.
- 2.3 Surveys and Data.** To the extent possible, the City of Waltham shall furnish to the Designer existing and available surveys of the Project's building site or sites, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the site or sites; reports from any borings, test pits; chemical, mechanical or other tests; photographs and information as to water, sewer, electricity, steam, gas, telephone and other services; and data and drawings regarding existing buildings. All items and data provided to the Designer by the City of Waltham shall remain the property of the City of Waltham. The Designer may use items and data provided by the City of Waltham only for the purposes of this Contract, unless the City of Waltham shall give the Designer specific written permission for some other use. The City of Waltham does not

guarantee nor does it make any express or implied warranties concerning the accuracy of any such information furnished to the Designer.

- 2.4 Two Envelope Bid.** This is a two envelope bid where in one the company qualifications are placed. In the second sealed envelope the designer shall place the price sheet. No mention of the proposed price should be present anywhere else in the bid response. The price envelope will be opened following the completion of the qualifications ranking. At that point the envelope for the first ranked company will be opened. The amount in this envelope will be the basis for negotiating a final price. In the event the negotiations fail with the first ranked company; the price envelope for the second ranked will be opened and the price will become the base for the final price negotiation.
- 2.5 No Waiver.** The City of Waltham's review, Approval, acceptance of, or payment for, any of the services furnished by the Designer shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The City of Waltham's Approval shall not in any way relieve the Designer from performing all work required under this Contract in accordance with the standard of care set forth in Section 3.3 herein.
- 2.6 Right to Rescind Approval of Consultant.** The City of Waltham may rescind the City of Waltham's prior consent to a Consultant if a Consultant or subcontractor is incompetent, irresponsible or otherwise unsatisfactory, and the Designer shall remove such Consultant or subcontractor from the work. If a Consultant is so removed, the Designer shall provide another Consultant with similar credentials and qualifications (including but not limited to MBE/WBE) that meets with the Approval of the City of Waltham. The removal of such Consultant or sub consultant shall not relieve the Designer from its responsibilities for services of its Consultants and sub consultants under this Contract.

ARTICLE 3: DESIGNER'S BASIC SERVICES -- GENERAL

- 3.1 General.** The Designer shall perform professional services in accordance with the terms of this Contract, the Study for the Project which is incorporated herein by reference, the Scope of Services set forth in Attachment A, the provisions of M.G.L. c. 7, § 42C, the City of Waltham requirements, and in accordance with the procedures set forth in Attachment B. If the Designer did not perform the Study for the Project, then the Designer Selection Board advertisement is also incorporated herein by reference and the Designer shall perform its services in accordance with such advertisement. In the case of conflict between the terms of this Contract and any of the provisions incorporated herein by reference, the provisions of this Contract shall control. The Designer shall be responsible for the professional accuracy and coordination of all designs, drawings, specifications, cost estimates, and other services and submittals furnished by Designer and by its Consultants in accordance with the standard of care set forth below in paragraph 3.3. The Basic Fee shall compensate Designer for all of Designer's obligations specified in this Contract except as otherwise specifically provided herein. Unless otherwise specified in the Scope of Services the Designer's Basic Services do not include prequalification services required for either a Construction Manager At-Risk Project in accordance with M.G.L. c. 149A or prequalification services required or decided upon by the City of Waltham under M.G.L. c. 149 §§44D1/2 or 44D3/4.
- 3.2 Staffing; Time of Essence.** The Designer's personnel who shall provide services under this Contract are those listed in Attachment C. The Designer shall provide sufficient personnel to complete the services required by this Contract in a continuous and timely manner, and shall meet the Approved Contract Schedule agreed upon in accordance with Section 4.1 of this Contract. Time is of the essence of this Contract.
- 3.3 Standard of Care, Compliance with Laws.** The Consultant agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals or consultants engaged in performing comparable services; that the personnel furnishing said services

shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice. In addition to and without limiting the foregoing, the Designer agrees that the work and services performed hereunder shall conform to the standards set forth in this Contract and will endeavor to conform to all applicable Laws.

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

professional practice provided that the Designer advised the City of Waltham in writing of the inconsistency at the time the decision was made.

3.8 Employment of Consultants. Subject to the provisions of this Contract and the Approval of the City of Waltham, whenever the services of the following Consultants, and any other Consultants listed in Attachment A or in the Designer Selection Board's advertisement for the Project, are required, the Designer shall employ them and be responsible for their work and the coordination and supervision thereof: structural engineers, electrical engineers, mechanical engineers, civil engineers, plumbing engineers, sanitary engineers, architects, landscape architects, code specialists, cost estimators, specification writers, interior designers, and [insert others, if required]:

Consultants shall be registered in Massachusetts in their respective disciplines if registration is required by the applicable Laws. If the City of Waltham directly employs an independent cost estimator, Owner's Project Manager, and/or other consultant(s), the Designer and its Consultants shall work directly with the City of Waltham's consultant(s) to ensure that optimum cost, scheduling, and ease of construction objectives are met.

3.9 Approval of Consultants. Except as specifically provided in this Contract, the Designer shall not employ Consultants, or sublet, assign or transfer any part of its services or obligations under this Contract without the prior Approval of the City of Waltham. The Designer shall provide the City of Waltham with complete copies of its contracts with each of its Consultants within 14 calendar days of the execution of such contracts.

3.10 Consultants Barred from Construction Work. The Designer shall not employ in any element of design, specification, estimating, evaluation or other work under this Contract any person or firm that expects to be a bidder, subcontractor or supplier for the construction of the Project or any part thereof. The Designer shall obtain from every Consultant a written representation that such Consultant is aware that it is prohibited from serving as a bidder, subcontractor, or supplier for the construction of the Project or any part thereof.

3.11 Prompt Payments to Consultants. The Designer shall, within 14 calendar days after receiving payment from the City of Waltham, either make payment to each Consultant whose work was included in the work for which such payment was received or notify the City of Waltham in writing of the reason why such payment is not being made within such time period.

3.12 Proprietary Items.
The City of Waltham becomes the sole proprietor of all design and bid documents including specifications, drawings, plans, submittals and all other information for which the Designer has been paid to produce.

3.13 ADA, Handicap Access and Nondiscrimination Laws. Consistent with the standard of care and practice stipulated in Section 3.3 above, the Designer shall perform its services under this Agreement in strict compliance with all Laws relating to architectural accessibility, including without limitation, the applicable sections of the Americans with Disabilities Act of 1990 ("ADA", 42 U.S.C. sections 12101 et. seq.), the ADA Accessibility Guidelines for Buildings and Facilities ("ADAAG"), and the

regulations of the Massachusetts Architectural Access Board (“MAAB”, 521 CMR 1.1 et. seq.). The Designer recognizes that the City of Waltham and the User Agency are Public Entities subject to Title II of the Americans with Disabilities Act, may be recipients of federal funds under the Rehabilitation Act of 1973, and are subject to the MAAB regulations referenced above. The Designer hereby assumes the Public Entities’ obligations, including those that exist under the MAAB, ADAAG and/or the Rehabilitation Act of 1973 to design a facility accessible to and usable by people with disabilities. The Designer shall provide the City of Waltham with designs that provide access to all programs, activities and services to be conducted within the facilities to be designed in accordance with the scope of work of the Contract and to document compliance with the above referenced standards, as well as any variance or waivers of the above requirement the Designer may have obtained on behalf of the public entities. The Designer shall not seek any such variance or waiver of the above requirements without the express, written authorization of the City of Waltham. The Designer shall exercise due care and diligence in accordance with the standard of care set forth in paragraph 3.3 above, in performing the work required under this Contract to protect, indemnify and defend the City of Waltham from claims for failure to comply with the laws, rules and regulations pertaining to architectural accessibility for people with disabilities.

3.14 Permits Generally. Unless otherwise instructed by the City of Waltham in writing, the Designer shall obtain all Permits required to implement Designer's design at the site other than standard building permits customarily obtained by the general contractor. The Designer shall obtain the prior Approval of the City of Waltham of all permit applications, notices, and accompanying documentation before filing them with the appropriate governmental entity or other party. The Designer shall provide the City of Waltham with a certified list of all Permits required to implement the design at the site as soon as possible during design development, shall schedule target dates for the procurement of such Permits, and shall regularly update such list and schedule during the term of this Contract. The Designer shall certify in writing at the time that construction documents (or changes thereto) are submitted to the City of Waltham that the Designer has identified all Permits required to implement the Project and that those not identified in writing as being the responsibility of the City of Waltham have been identified in the specifications as being the general contractor’s responsibility. Notwithstanding the foregoing, any required attendance by the Designer at any public hearing in connection with any Permit shall be considered an Additional Service to be compensated in accordance with Article 6 of this Contract, and any Permit application fee shall be considered a Reimbursable Expense to be reimbursed in accordance with the provisions of Article 7. City mandated permit fees will be waived.

3.15 Permits Related to Change Orders. The Designer shall also provide to the Awarding Authority a written certification of all Permits required to implement change order work at the site when the Designer submits for approval any change order request to the City of Waltham during the construction phase of the Project, whether the change order request was made by the Designer, the City of Waltham, or the general contractor.

3.16 Special Consultants. The Designer shall retain the services of a Qualified Testing Laboratory, special field inspectors, and other special Consultants not referenced in Section 3.8 above when required for the Designer's services for the Project. The identity of such Consultants shall be approved in advance by the City of Waltham. When such a special Consultant's services are required, including the services of a Qualified Testing Laboratory functioning under the jurisdiction of both a Massachusetts registered engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Designer and shall be subject to the Approval of the City of Waltham. Consultant fee proposals shall be obtained by the Designer from at least three such consultants and submitted to the City of Waltham together with the Designer's recommendation for selection before any work shall be approved. The City of Waltham may waive the requirement for three proposals for good cause. Each

such Consultant whose fee for such services exceeds \$25,000 shall demonstrate coverage by liability insurance in an amount not less than its fee. The cost for services of any Approved special Consultant not listed in Section 3.8, in the Scope of Services or in the Designer Selection Board advertisement for the Project shall be reimbursed as provided in Article 7. For solicitation, inspection, analysis, coordination, and evaluation of such Consultants' services, and for assuming liability therefore, the Designer shall be compensated as provided in Article 7.

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

ARTICLE 4: PROSECUTION AND PROGRESS OF BASIC SERVICES

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

4.1 Schematic Design Phase Services.

- i. Upon receipt of a Notice to Proceed with Schematic Design Phase from the City of Waltham, the Designer and its appropriate Consultants shall meet with agents of the City of Waltham and the User Agency to arrive at a mutual understanding of the requirements of the Study or Program furnished by the City of Waltham.

- ii. The Designer shall submit a proposed design work plan for the Designer's Services pursuant to this Contract including anticipated tasks and submittals. The Designer shall submit a proposed Contract Schedule consistent with any project schedule included in the Study or Scope of Services referenced in Attachment A. The schedule shall contain dates for submittals, deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. It shall include allowances of time for the User Agency's and the City of Waltham's review and approval of submittals and for necessary submissions for Permits in connection with the Project. When Approved by the City of Waltham the work plan and the Contract Schedule shall govern the Designer's duties hereunder. The work plan shall also include a work plan schedule of values consistent with the payment schedule for the Basic Fee specified in Section 8.2, which shall be the basis of which payments of the Basic Fee within each phase shall be made. The work plan schedule of values shall identify deliverables within each phase and percentages of the phase fee payable upon completion of such deliverable. When Approved by the City of Waltham the work plan schedule of values shall govern the timing of payments of the Basic Fee upon completion of deliverables within each phase and as each phase progresses.
- iii. The Designer shall prepare a preliminary evaluation of the City of Waltham's Program, Study and construction budget requirements subject to the limitations described in subparagraph iv below. If the Designer is the Designer that performed the Study, the City of Waltham may at its option permit the Designer to develop the preferred Study alternative. Otherwise the Designer shall develop at least three alternative designs to a pre-schematic level. For the purposes of the preceding sentence "pre-schematic" means a general design concept level including program space and building envelope, footprint, massing, volume, orientation, and site context. Each pre-schematic alternative shall include a Construction Cost Estimate in Unifomat II Level 1 format. The Designer shall review with the City of Waltham the alternative designs and shall make a recommendation as to the preferred alternative. Upon selection by the City of Waltham of the preferred alternative, the Designer shall develop the preferred alternative to a full schematic design level. Schematic design level documentation shall incorporate City of Waltham and User Agency comments and shall include:
 - (a) drawings, concept sketches, three dimensional representations, and specifications;
 - (b) a building code analysis;
 - (c) an environmental assessment;
 - (d) a preliminary life cycle cost analysis,
 - (e) a plan for implementation or inclusion of any appropriate public utility energy conservation design programs;
 - (f) an analysis of the design's compliance with the Americans with Disabilities Act/Massachusetts Architectural Access Board requirements;
 - (g) a space measurement analysis for the design which shall verify that the sum of all program floor areas in the Project plus all other floor areas in the Project equal the Gross Floor Area of the Project;
 - (h) a Construction Cost Estimate for the design in Unifomat II Level 2 format with aggregated unit rates and quantities supporting each item and verified as accurate and complete by the cost estimator and/or Owner's Project Manager , if any, employed by the City of Waltham;
- iv. Schematic design phase drawings, specifications, Construction Cost Estimates and other submittals shall be subject to the written Approval of the User Agency and the City of Waltham. Unless a lesser number is requested by the City of Waltham, the Designer shall

submit to the City of Waltham for approval six (6) copies of schematic design drawings, specifications, cost estimates, and other submittals.

4.2 Design Development Phase Services.

- i. Upon receipt of a Notice to Proceed with the Design Development Phase, the Designer and its Consultants shall meet regularly and as necessary with agents of the City of Waltham, shall update and refine items submitted during the schematic design phase, and shall submit, on or before the date specified in the Contract Schedule, and on the basis of the Approved schematic design phase documents:
 - (a) an updated work plan and Project Schedule;
 - (b) a list of all Permits required to implement the design and a schedule of target dates for the procurement of such Permits, which list and schedule shall be regularly updated during the term of this Contract;
 - (c) information and documentation within the technical expertise of the Designer and its Consultants that is necessary for the City of Waltham to file Environmental Notification Forms, Environmental Impact Reports, and any other filings for Permits that must be filed during the design development phase;
 - (d) complete design development drawings, draft specifications indicating any filed sub-bid sections based on the cost of the work and other documents necessary to specify the size and character of the Project as to siting, landscape, architectural, structural, fire protection, plumbing, HVAC, electrical, ADA/MAAB, product requirements, and other features;
 - (e) quality control documentation demonstrating without limitation coordination of: ceiling clearances, mechanical room size, and shaft sizes; specifications and drawings; filed sub-bid work or sections; scheduling; equipment and power; existing and new construction; and phasing;
 - (f) design development drawings for which the Designer shall submit for a "tentative approval" review.
 - (g) a life cycle cost analysis to determine which design decisions related to all energy and water consuming devices and overall building operation and maintenance are the most cost effective [M.G.L. c. 149, s. 44M];
 - (h) a Construction Cost Estimate for the design in Unifomat II Level 3 format, with unit rates and quantities supporting each item, which shall have been reviewed and approved as accurate and complete by any cost estimator or Owner's Project Manager employed by the City of Waltham with respect to the Project;
 - (i) a space measurement analysis for the design verifying that the sum of all program areas in the Project plus all other floor areas in the Project equals the Gross Floor Area of the Project;
 - (j) a summary or summaries comparing the design development drawings, specifications and cost estimates with the Program requirements, and explaining any deviations in writing.
- ii. Such drawings, specifications, cost estimate and other design development submittals shall be subject to the written Approval of the City of Waltham. Unless a lesser number is requested by the City of Waltham, the Designer shall submit to the City of Waltham for approval four (4) copies of design development drawings, specifications, cost estimates, and other submittals.
- iii. **Final Design Completion**
The final Design shall be submitted within **180 calendar days** from the date of the Notice-to-Proceed.

4.21 Ownership of Designer produced documents.

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

4.3 Construction Documents Phase Services.

- i. Upon receipt of a Notice to Proceed with the Construction Documents Phase of the Project from the City of Waltham, the Designer and its Consultants shall meet regularly as necessary with agents of the City of Waltham, and based on the submittals Approved in the design development phase of the Project, shall update and refine the items previously submitted and shall submit on or before the date and time specified in the Approved Project Schedule:
 - (a) an updated work plan and Project Schedule;
 - (b) complete construction drawings and specifications, certified by the Designer as having satisfied the applicable quality control review, approved as required by subsection ii below, in sufficient detail to permit fixed-price bids in open competition for construction of the Project;
 - (c) an updated environmental assessment, building code analysis, ADA/MAAB analysis, and a certified list of all required testing and all required Permits as well as a certification that all applicable local, state and utility officials have been contacted by the Designer regarding each utility connection and that the persons responsible for permits or connection approval has agreed to the systems' use;
 - (d) structural and energy calculations, building code analysis, ADA/MAAB analysis;
 - (e) at the 60% stage of completion of the final drawings and specifications, a Construction Cost Estimate prepared using the Uniformat II Classification to Level 3, including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work, for review by the City of Waltham;
- ii. The Designer shall furnish a revised and final Construction Cost Estimate, current as of the date of the final bid document submission, including cost estimates for general conditions, overhead and profit, insurance, bonds, and all other items; provisional allowances for work not sufficiently designed at this phase; and allowances expressed as percentage rates for construction contingencies and escalation to the bid date. The final Construction Cost Estimate shall be prepared in Uniformat II Elemental Classification to Level 3 (Sections A-G inclusive) and shall be complete with a single line outline specification description for each item with the detailed unit rate or item cost buildup provided as a backup in each case.
- iii. The Designer shall furnish a final Construction Cost Estimate, current to the date of the final bid document submission.
- iv. The Designer shall also submit a summary comparing the final construction drawings and specifications and final Estimated Construction Cost with the Program requirements and submittals made during the design development phase, explaining any significant deviations.
- v. All submittals shall be subject to the written approval of the City of Waltham. Unless a lesser number is requested by the City of Waltham or is provided below in subsection vii, the Designer shall furnish to the City of Waltham for approval six (6) sets of the drawings, specifications Construction Cost Estimates and other submittals. The Designer shall also furnish electronic media copies of the foregoing drawings and documents in such form as is required by the City of Waltham.
- vi. From the Approved construction drawings and specifications, with such changes as the City of Waltham requires, the Designer shall prepare and transmit to the City of Waltham a set of reproducible black and white drawings and original specifications on high quality white bond paper, single-sided, properly packaged, suitable for reproduction, stamped and signed by all

disciplines, which documents shall become the property of the City of Waltham. Other suitable methods may be used with the prior Approval of the City of Waltham. One copy of the drawings and specifications shall be submitted with the reproducible drawings and specifications.

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

4.4 Construction Administration Phase Services.

- i. Consistent with the standard of care and practice stipulated in Section 3.3 above, upon the award of the Construction Contract the Designer and its Consultants shall, for the purposes of ensuring construction quality, cost control, schedule control, compliance with the City of Waltham's obligations under the Construction Contract, and protecting the City of Waltham against defects and deficiencies in the work of the Project under the Construction Contract documents:
 - (a) be charged with general administration of the Construction Contract to the extent set forth herein;
 - (b) furnish the general contractor with information for establishing lines and grades and such large-scale drawings and full-sized detailed drawings as are needed to implement the intent of the Construction Contract documents;
 - (c) promptly and in accordance with the requirements of the Construction Contract check, obtain testing where necessary, and approve samples, schedules, shop drawings and other submissions by the general contractor;
 - (d) prepare, maintain and update logs for all submittals and changes to the Construction Contract;
 - (e) visit the site at intervals appropriate to the stage of construction but not less than weekly, and observe the progress of the work, issue written progress reports, and conduct job meetings, and prepare and distribute meeting minutes to assure that the

work is technically correct and is being built in conformance with Approved construction documents;

(f) report to the City of Waltham weekly in writing on the progress of the work including whether or not the general contractor is keeping as-built drawings updated;

(g) on a weekly basis (or more often as may be necessarily), make specific recommendations on rejection of all Project work observed by the Designer that fails to conform to the Construction Contract documents, and review and inspect corrected work;

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

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

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

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

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

(n) assist the City of Waltham in any bid protest hearings, and any other litigation.

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

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

Designer shall revise the applicable original reproducible drawings and electronic media drawings on the basis of the As Built Drawings and shall submit them as Record Drawings along with two sets of prints to the City of Waltham; which Record Drawings shall become the property of the City of Waltham, all as part of its Basic Fee.

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

4.5 COMPARATIVE EVALUATION CRITERIA

The City reserves the right to award the contract to the responsive and responsible qualification submittal which best meets the City's needs, taking into account firm qualifications, submittal quality, evaluation criteria 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

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

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

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

Responding Firms are to address each of the following criteria in a clearly labeled section of their response and in the 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. Recent with projects comparable to the proposed project. Firm to describe relevant design in this type of project. **(25 Points)**
 - a. Unacceptable:** Less than three (3) years of experience in providing Design services with documented examples of such services. Firm has no permitting or design background in providing this type of facility project. No projects of similar type have been successfully completed
 - b. 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 (25 Points).** List significant current work and work completed in the last five (5) years, as well as projects in-house but not yet begun. Provide references with contact names and valid phone numbers of other clients whereby similar work has been performed.

- a. **Unacceptable:** No or limited current work listed. References are not provided.
- b. **Not Advantageous:** Firm capacity may be challenged by current work load when taking on this new assignment. References provided are not related to similar project type
- c. **Advantageous:** Firm capacity appears to be able to handle this assignment with the given work load. More than three (3) references are provided from similar project types
- d. **Highly Advantageous:** Firm capacity can easily handle this assignment with their given work load. Five or more references are provided for similar project types.

3) **Project Discussion & Scope of Work, Project Understanding & Challenges, Project Approach (20 Points)**

- a. **Unacceptable** - Proposal did not adequately convey the Proposers understanding of the project and the firm's approach to completing the project successfully.
- b. **Not Advantageous** - The response indicates the proposer may understand the Owner's needs, but the plan provided is not clear enough to make a determination. The Proposers approach does not instill confidence in a plan to complete the project in a well thought out manner.
- c. **Advantageous** - The Scope of Services response provided indicates the proposer will meet the needs of the Owner; and shows the Proposers demonstrated understanding of the project and their approach to the work required to complete a successful project.
- d. **Highly Advantageous** - The Scope of Services response provided clearly indicates the understanding and ability to successfully meet the needs of the Owner; shows the Proposers demonstrated understanding of the project; their ability to bring leadership to the project and that their approach to the project demonstrates a creative and thorough process

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

- a. **Unacceptable:** No proposed designers.
- b. **Not Advantageous:** The proposed designers do not instill confidence by the Owner in the firm to be able to complete the project in a well thought out manner.
- c. **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 (20 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

- a. Place Price sheet in a separate sealed envelope CLEARLY marked: **"Price Proposal for the Design of the new Police Station"**. See also Sect 2.4

IV RULE FOR AWARD

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

ARTICLE 5: DESIGNER'S BASIC FEE

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

ARTICLE 6: OTHER SERVICES

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

- ix. revise construction drawings and specifications submitted in their final and complete form for which bids were not received within six months after submission;
- x. make studies other than those normally required and preparing applications and reports to assist the City of Waltham in obtaining federal aid;
- xi. additional site visits requested by the City of Waltham for which additional payment is provided in Section 6.2.

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

6.2 Additional Site Visits. Additional services shall also include additional site visits by the Designer or its Consultants at the request of the City of Waltham during the construction administration phase at no additional cost to the City.

6.3 Compensation for Other Services. The services provided pursuant to sections 6.1 and 6.2 of this Article are part of the basic services rendered by the Designer and no additional compensation will be made. The cost of other services, if any, shall be incorporated in the basic fee.

6.4 Change Orders and Modifications. The Designer shall be compensated in accordance with the rates negotiated PRIOR to the change order or modifications. Neither the Designer nor its consultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of the bid documents, or that were occasioned by the Designer's errors or omissions, as reasonably determined by the executive head of the City of Waltham. The Designer shall not be compensated for any services involved in preparing changes required to make unit price adjustments due to existing conditions, nor for services involved in change orders for time extensions only. Changes for which the Designer receives no compensation under this Article shall be called "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not waive the City of Waltham's legal remedies regarding such changes.

ARTICLE 7: REIMBURSABLE COSTS AND EXPENSES

7.1 General. The Designer shall be reimbursed by the City of Waltham for:

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

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

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

ARTICLE 8: PAYMENTS TO THE DESIGNER

- 8.1 Change Orders.** Change Order Requests must be approved by the Mayor of Waltham in writing before any work is performed. See City Charter Provision Section 3-12 (Attachment E)
- 8.2 Schedule for Payment of Basic Fee.** The lump sum fee under Article 5 above shall be paid in accordance with the Approved work plan schedule of values prepared in accordance with Section 4.1, for performance of all services specified in Articles 3 and 4. The Schedule of Values shall be consistent with the following schedule so that the total installments of the Basic Fee in each phase of the schedule equals the percentage of the Basic Fee allocated to each such phase of the schedule below. Actual payments can be requisitioned by the Designer upon completion of deliverables within each phase as set for in the Approved work plan schedule of values:

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

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

- 8.3 Applications for Payment.** All invoices except for those made under the provisions of Section 8.1 above may be submitted monthly and will be promptly processed by the City of Waltham if they are in conformity with this Contract and properly documented; if not they will be returned to the Designer. No invoice (other than an invoice for the final payment to Designer under this Contract) shall be required to be so submitted or processed when the net amount due is less than \$200. Amounts of less than \$200 shall be added to the subsequent month's invoice. All invoices from the Designer shall be submitted to the City of Waltham accompanied by a completed City of Waltham of Massachusetts Payment Voucher Input Form PV if this is a City of Waltham project, otherwise accompanied by such forms as the City of Waltham may require.

- 8.4 Right of Offset.** If the City of Waltham finds that services previously paid for by the City of Waltham contained deficiencies, errors or omissions then the City of Waltham may withhold from any future payment an amount reasonably calculated by the City of Waltham to cover the cost of correcting the deficiency, error or omission until the services have been corrected. The City of Waltham may also offset against any payment due to the Designer the amount of any costs incurred by the City of Waltham arising from the Designer's failure to provide required services, deficiencies, errors or omissions. If the City of Waltham shall discover that the charge for any previously paid-for services was calculated based upon incorrect salary rates or other incorrect information, the City of Waltham may offset any overcharges against any future payment. Nothing in this paragraph shall limit any legal remedies of the City of Waltham against the Designer for default, errors, omissions, erroneous claims, false claims, tort claims, or any breach by the Designer of the terms of this Contract or applicable Laws.

ARTICLE 9: TERMINATION

- 9.1 City of Waltham's Right to Terminate.** By written notice to the Designer, the City of Waltham may terminate this Contract, in whole or in part, at any time for either the City of Waltham's convenience or for the failure of the Designer to fulfill its obligations under this Contract.
- 9.2 Termination by City of Waltham for Convenience.** If any such termination shall occur without the fault of the Designer, all compensation and reimbursable expenses due to the Designer up to the date

of termination shall be paid to the Designer by the City of Waltham. The payments to the Designer shall not exceed the fair value of the Designer's work, as the City of Waltham shall determine. No amount shall be allowed for anticipated profit on unperformed services.

9.3 Termination by City of Waltham for Cause. If this Contract is terminated due to the failure of the Designer to fulfill the Designer's obligations under this Contract, the City of Waltham may assume the design work and replace it and/or prosecute the same to completion by contract or otherwise. In such case, the Designer shall be liable to the City of Waltham for any additional cost incurred by the City of Waltham thereby. These rights and remedies of the City of Waltham are in addition to any rights and remedies provided by law or under this Contract.

9.4 Termination by Designer. By written notice to the City of Waltham, the Designer may terminate this Contract (i) if the City of Waltham, within sixty (60) days following written notice to the City of Waltham from the Designer of any default by the City of Waltham hereunder, shall have failed to remove such default, or (ii) if, after the Designer shall have performed all services required of the Designer in the schematic design phase, the design development phase, or the construction documents phase of the Project as described in this Contract, at least six months shall have elapsed without receipt by the Designer of a Notice to Proceed with the next phase of the Designer's services. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with this Contract up to and including the date of termination shall be paid to the Designer by the City of Waltham. The payments to the Designer shall not exceed the fair value of the Designer's work, as the City of Waltham shall determine. No amount shall be allowed for anticipated profit on unperformed services.

9.5 Designer's Duties upon Termination. Upon any termination of this Contract the Designer shall deliver to the City of Waltham all data, drawings, specifications, reports, estimates, summaries, and such other information and materials, whether completed or in process, as may have been accumulated by the Designer in performing this Contract.

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

10.1 Records to be Kept for Six Years. The Designer shall make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer. [M.G.L. c. 30, §39R(b)(1)-(2)]

10.2 Records Open to Inspection. Until the expiration of six (6) years after final payment, the City of Waltham and any other public official authorized by law, shall have the right to examine any books, documents, papers or records of the Designer or of its Consultants and subcontractors that directly pertain to, and involve transactions relating to, the Designer or its Consultants and subcontractors. [M.G.L. c. 30, §39R(b)(1)-(2)].

10.3 Changes in Method of Accounting. If this Contract is a contract for an amount exceeding \$10,000 or is a contract for the design of a Project with an Estimated Construction Cost exceeding \$100,000, and if the Designer shall make any change in its method of maintaining records that would materially affect any statements filed by the Designer with the City of Waltham, the Designer shall forthwith deliver to the City of Waltham a written description of such change, the effective date thereof, and the reasons therefore. The Designer shall submit with such description a letter from the Designer's independent certified public accountant approving or otherwise commenting on the change. [M.G.L. c. 30, §39R(b)(3)] The Designer hereby represents that there have been no such changes to date that have not been so reported to the City of Waltham.

10.4 Warranty by Designer. If this Contract is for an amount exceeding \$10,000 or is for the design of a Project with an Estimated Construction Cost exceeding \$100,000, the Designer warrants and represents that Designer has filed a statement of management on internal accounting controls as set forth in section 10.5 below prior to the execution hereof.

- 10.5 Filing of Statement of Management on Internal Accounting Controls.** If this is a Contract for an amount exceeding \$10,000 or is for the design of a Project with an Estimated Construction Cost exceeding \$100,000, the Designer maybe requested to file with the City of Waltham a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that: (1) transactions are executed in accordance with management's general and specific authorization; (2) transactions are recorded as necessary i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and ii) to maintain accountability for assets; (3) access to assets is permitted only in accordance with management's general or specific authorization; and (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference. The Designer may also be requested to file with the City of Waltham a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to (1) whether the representations of management in response to this section and sections 1 and 2 above are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements. M.G.L. c. 30, §39R(c)]
- 10.6 Representation Regarding Audited Financial Statement.** If this is a contract for an amount exceeding \$10,000 or is for the design of a Project having an Estimated Construction Cost exceeding \$100,000, the Designer represents that it has filed prior to the execution hereof and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in section 7 below. M.G.L. c. 30, §39R(d)]
- 10.7 Filing of Annual Statement Required.** The Designer shall annually file during the term of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the City of Waltham upon request. M.G.L. c. 30, §39R(d)]
- 10.8 Records Not Public.** Records and statements required to be made, kept or filed under the provisions of this Article shall not be public records as defined in M.G.L. c. 4, s. 7 and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of section 10.2 above.

ARTICLE 11: RELEASE AND DISCHARGE

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

ARTICLE 12: INSURANCE

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

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

The Designer shall submit three originals of each certificate of insurance acceptable to the City of Waltham simultaneously with the execution of this Contract. The certificate of Insurance shall have written in the description of Services box, through a policy endorsement, the following language: **"The City of Waltham is a named additional insured for General Liability"**. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Designer shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the City of Waltham shall at all times possess certificates indicating current coverage. Failure by the Designer to obtain all policy renewals and to provide the respective insurance certificates as required shall constitute just cause for termination of Designer's services under this Contract.

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

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

12.2 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers.

The Designer shall purchase and maintain at its own expense during the life of this Contract the following insurance:

- i. Workers' Compensation Insurance in accordance with M.G.L. chapter 152.
- ii. Commercial General Liability Insurance, with a minimum limits of \$1,000,000 each occurrence. **The City of Waltham is a named additional insured for General Liability.**
- iii. Automobile Liability Insurance at a limit of not less than \$1,000,000 each accident.
- iv. Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract in the event of loss or destruction while in the custody of the Designer until the final fee payment is made or all data is turned over to the City of Waltham, and this coverage shall include coverage for relevant electronic media including, but not limited to, documents stored in computer aided design drafting (CADD) systems.

12.3 Professional Liability. The Designer shall maintain professional liability insurance covering errors and omissions and negligent acts of the Designer, and of any person or entity for whose performance the Designer is legally liable, the minimum amount of such insurance shall equal the lesser of \$5,000,000 or 10% of the Project's Fixed Limit Construction Cost but in no event less than \$250,000 per claim. Unless the Designer is specifically required to provide project specific insurance in the documents incorporated by reference into Section 3.1, the policy may be in a "claims made" format. If the policy is a "claims made" policy, it shall include a retroactive date that is no later than the effective date of this Contract, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the City of Waltham; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the City of Waltham pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the City of Waltham or the User Agency, which requirement can be met by providing renewal certificates of professional liability insurance to the City of Waltham as evidence that this coverage is being maintained.

12.4 Liability of Designer. Insufficient insurance shall not release the Designer from any liability for breach of its obligations under this Contract.

ARTICLE 13: INDEMNIFICATION

The Designer shall indemnify and hold harmless the City of Waltham, the User Agency, the City of Waltham and all of their agents and employees from and against all claims, damages, losses and expenses, including but not limited to court costs, reasonable attorneys' fees, interest and costs arising out of or resulting from the wrongful and/or negligent acts or omissions of the Designer in performance of the services covered by this Contract and/or of failure to comply with the terms and conditions of this Contract, whether by Designer or its employees, Consultants or subcontractors, provided that the City of Waltham shall notify the Designer of such suits and claims within a reasonable time after the City of Waltham becomes aware of them. The Designer shall be afforded an opportunity to participate in the defense and/or settlement of all such suits and claims. The Designer shall not be bound by the amount of damages suffered in any litigation or settlement unless the Designer is given the opportunity to participate in negotiations for settlement and/or defense of such litigation or claim.

ARTICLE 14: NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

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

14.2 Material Breach. Any breach of this Article shall be regarded as a material breach and shall be subject to all other sections of this Contract. The City of Waltham shall have access to all records which are necessary to document compliance with this Article.

ARTICLE 15: CHOICE OF LAW

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

ARTICLE 16: AMENDMENTS, SEVERABILITY, and WAIVERS

No amendment to this Contract shall be effective unless it is in writing and is executed by authorized representatives of both parties. If any provision of this Contract is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law. The City of Waltham reserves the right to waive any provision or requirement of this Contract if the City of Waltham determines that such waiver is justified and in the public interest. No such waiver shall be effective unless in writing and signed by the City of Waltham. No other action or inaction by the City of Waltham shall be construed as a waiver of any provision of this Article.

ARTICLE 17: NON-APPROPRIATION

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

ARTICLE 18: NOTICES, APPROVALS, and INVOICES

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

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

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

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

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

Federal ID Number: _____

PARTNERSHIP: (Names of all Partners):

Federal ID Number: _____

INDIVIDUAL (Name of Owner):

19.2 Professional Registrations. By signing this Contract, the individual executing this Contract on behalf of the Designer certifies under the penalties of perjury that the following named individuals are registered by the Commonwealth of Massachusetts as architects, landscape architects, or engineers pursuant to the provisions of General Laws Chapter 112, §§ 60A - 60O and further that i) if the Designer is an individual the Designer is the individual named below, ii) if the Designer is a

partnership, the majority of all the partners are persons who are registered architects, landscape architects, or engineers, iii) if the Designer is a corporation, sole proprietorship or joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer, are persons who are registered architects, landscape architects, or engineers and the person to have the Project in his or her charge is registered in the discipline required for the Project, or iv) if the Designer is a joint venture, each joint venturer satisfies the requirements of the preceding clauses i – iii as the case may be.

<u>Name</u>	<u>Title</u>	<u>Mass. Registration</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 19.3 Resume on File with Designer Selection Board.** By signing this Contract, the Designer certifies under the penalties of perjury that in accordance with the provisions of General Laws Chapter 29, section 29A (4) a resume of the Designer has been filed with the Designer Selection Board.
- 19.4 No Inducements.** By signing this Contract, the Designer certifies under the penalties of perjury that the Designer has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the Contract for design services; no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer; and no person, corporation or other entity, other than a bona fide full-time employee of the Designer has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining the Contract for design services upon an Contract or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the Designer.
- 19.5 Tax Returns.** By signing this Contract, the Designer certifies under the penalties of perjury that pursuant to General Laws Chapter 62C §49A, the Designer has filed all state tax returns, paid all taxes and complied with all Laws of the City of Waltham relating to taxes; and that pursuant to General Laws Chapter 151A, § 19A, the Designer has complied with all Laws of the City of Waltham relating to contributions and payments in lieu of contributions to the Employment Security System.
- 19.6 Existing Government Contracts.** By signing this Contract, the Designer certifies under the penalties of perjury that the following is a listing of all other existing contracts or income derived by Designer from the City of Waltham or any political subdivision thereof or public authority therein, from the Federal Government or any agency thereof, and from the City of Waltham or any governmental source for services rendered.

CONTRACT DESCRIPTION	PRESENT STATUS %	FEE	TOTAL FEE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 19.7 Annual Reports; Corporate Filings.** By signing this Contract, the Designer certifies under the penalties of perjury that, if the Designer is a corporation, the Corporation has filed with the State of Secretary all certificates and annual reports required by Chapter 156B, §109 (Business Corporation), by Chapter 181, §4 (Foreign Corporation), or by Chapter 180, §26A (Non-Profit Corporation) of the Massachusetts General Laws.
- 19.8 Debarment; Suspension.** By signing this Contract, the Designer certifies under the penalties of perjury that the Designer is not currently debarred or suspended by the Commonwealth of Massachusetts and that it is not currently debarred or suspended by the Federal Government under any federal law or regulation.

SIGNATURES

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

DESIGNER: _____

By: _____, Date: _____

Its:
Hereunto duly authorized

CITY OF WALTHAM:

By: _____ Date: _____

Its: Mayor, Jeannette A. McCarthy
Hereunto duly authorized

By: _____ Date: _____

Its: Purchasing Agent, Crystal Philpott
Hereunto duly authorized

By: _____ Date: _____

Its: Police Chief, Kevin O'Connell
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 A

SCOPE OF SERVICES

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

I. INTRODUCTION

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

Proposals will be received at the Office of the Purchasing Agent, 610 Main Street, Waltham, MA 02452, until

Friday March 11th, 2022 at 10:00AM

Six (6) copies of the OPM Services Proposals shall be submitted in sealed envelopes with Proposer's name and clearly labeled "**OPM Services Proposals for New Police Station.**"

One (1) copy of the OPM Services Price Sheet shall be submitted in sealed envelopes with Proposer's name and clearly labeled "**OPM Services Price Sheet for New Police Station.**"

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

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

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

II. BACKGROUND

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

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

III. SCOPE OF SERVICES

The City of Waltham is seeking proposals for professional OPM services to build a new police station. Said services are to be performed by Massachusetts licensed architectural firm, engineer and/or licensed independent contractor in accordance to the DCAMM OPM Guidelines as shown in Attachment I.

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

1. Design above listed

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

IV. QUALIFICATIONS

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

V. REQUIRED SUBMISSION

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

See Existing Floor Plan in Attachment H and Assessor's Card of the existing building (8 pages)

ATTACHMENT B

CITY OF WALTHAM'S DESIGN PROCEDURES

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

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	1. Project Name/Location For Which Firm Is Filing:	2. Project #
		This space for use by Awarding Authority only.

3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)
---	---

3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:
--	--

3c. Federal ID #:	3g. Name and Address Of Parent Company, If Any:
-------------------	---

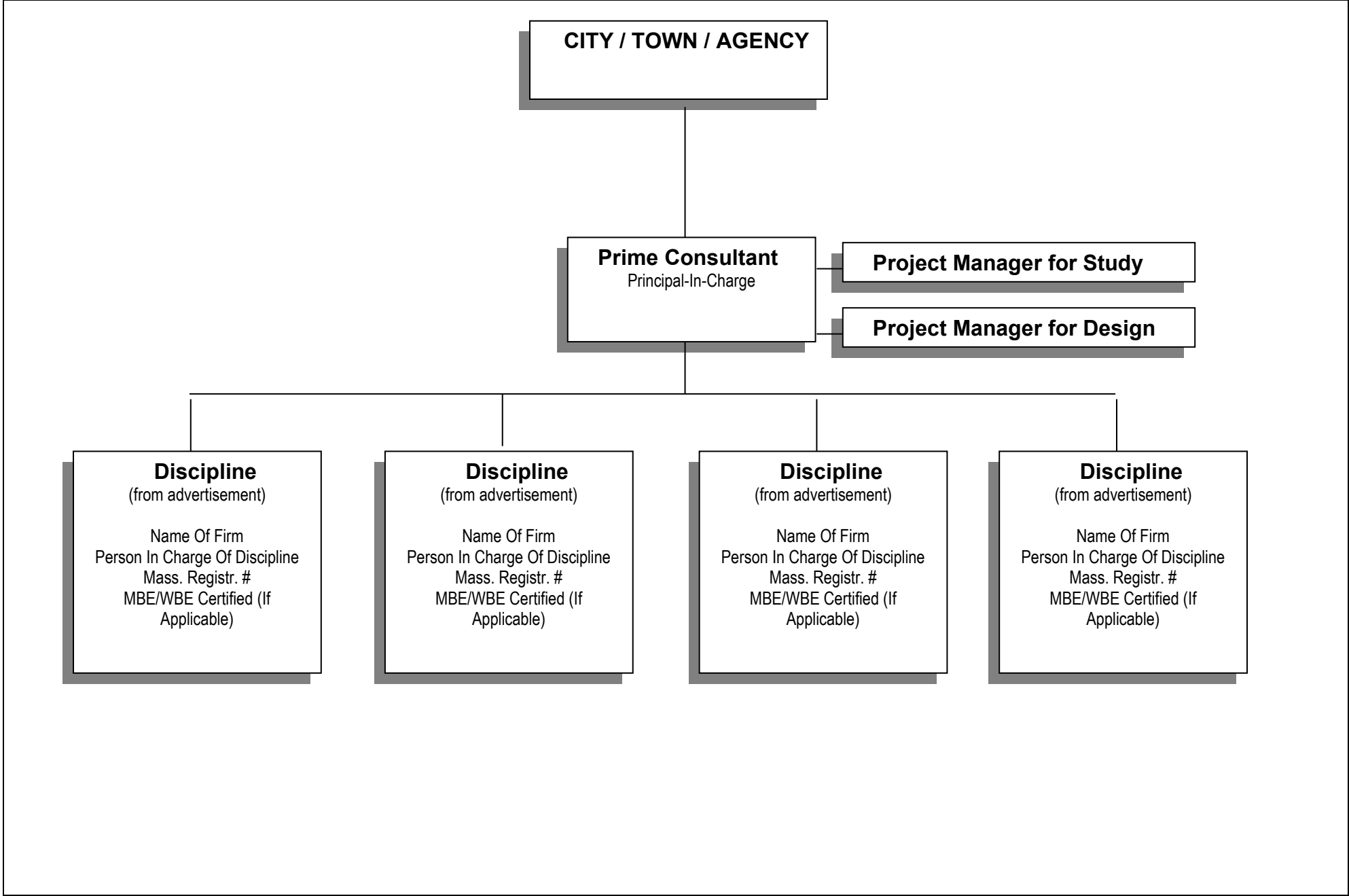
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: Telephone No: Fax No.:	3. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/>
---	--

4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):

Admin. Personnel	_____ (_____)	Ecologists	_____ (_____)	Licensed Site Profs.	_____ (_____)	Other	_____ (_____)
Architects	_____ (_____)	Electrical Engrs.	_____ (_____)	Mechanical Engrs.	_____ (_____)		_____ (_____)
Acoustical Engrs.	_____ (_____)	Environmental	_____ (_____)	Planners: Urban./Reg.	_____ (_____)		_____ (_____)
Civil Engrs.	_____ (_____)	Fire Protection	_____ (_____)	Specification Writers	_____ (_____)		_____ (_____)
Code Specialists	_____ (_____)	Geotech. Engrs.	_____ (_____)	Structural Engrs.	_____ (_____)		_____ (_____)
Construction Inspectors	_____ (_____)	Industrial	_____ (_____)	Surveyors	_____ (_____)		_____ (_____)
Cost Estimators	_____ (_____)	Interior Designers	_____ (_____)		_____ (_____)		_____ (_____)
Drafters	_____ (_____)	Landscape	_____ (_____)		_____ (_____)	Total	_____ (_____)

5. Has this Joint-Venture previously worked together? Yes No

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include ONLY Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.					
# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

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

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by _____ Printed Name and Title _____ Date _____
 (Signature)

ATTACHMENT C

DESIGNER'S PERSONNEL ASSIGNED TO THE PROJECT

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

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

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

Design Firm Principal:

Design Firm Associate:

Design Firm Project Manager:

Design Firm Project Architect:

Design Firm CAD Operator:

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

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

ATTACHMENT E

City of Waltham Charter Provision 3-12

City Charter – See attached Charter
Section 3-12

Change Orders are not effective until if,
as and when signed by mayor. No work
is to commence until change orders are
fully executed by all parties.

the provisions of this section, he shall exercise all the rights and powers of mayor including compensation and shall be sworn to the faithful discharge of his duties and a vacancy shall exist in his seat on the city council.

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

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

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

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

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

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

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

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

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

Section 3-12. Approval of contracts by mayor.

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

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

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

ARTICLE 4. SCHOOL COMMITTEE

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

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

Section 4-2. Powers and duties.

Except as otherwise provided in this charter and subject to any laws which limit the amount of money that may be appropriated in any city for school purposes, the school committee, in addition to the powers and duties conferred and imposed by law on school committees, may provide, when necessary, temporary accommodations for school purposes, may make all repairs, the ex-

penditures for which are made from the regular appropriation for the school department, shall have control of all school buildings and grounds connected therewith and shall make all reasonable rules and regulations, consistent with law, for the management of the public schools of the city and for conducting the business of the committee.

Section 4-3. School committee vacancy.

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

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

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

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

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

ATTACHMENT F

DESIGNER'S TRUTH-IN-NEGOTIATIONS CERTIFICATE

The Designer for design services for:

_____, hereby certifies
and agrees to the following:

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

Designer Firm:

By: _____

Duly authorized

Print Name _____

Date: _____

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: _____

ATTACHMENT F (page 4)

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.

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 _____

ATTACHMENT F (page 7)

M.G.L. A. 156C § 67. CERTIFICATION OF AUTHORITY TO ACT FOR A LIMITED LIABILITY COMPANY (LLC) Complete only if your company is an LLC.

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

Any person who is identified on the certificate of organization, as amended, of a domestic 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.

ATTACHMENT F (page 8)

(Fill out if an LLC)

**CERTIFICATE OF AUTHORITY LIMITED LIABILITY
COMPANY**

THIS FORM MUST BEAR WET SIGNATURES IN BLUE INK

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

Does Hereby Certify that:

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

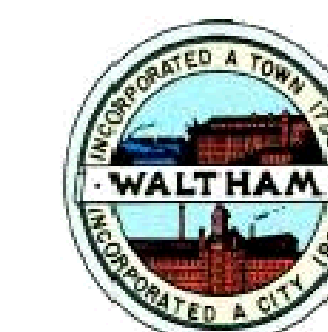
Notary Public: _____

My Commission Expires: _____ Notary Stamp:

ATTACHMENT G

Map of Surrounding Locus

**PARCEL ATLAS
CITY OF WALTHAM
MASSACHUSETTS**



DISCLAIMER:

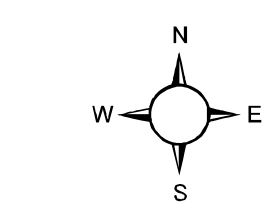
This map is for reference and planning purposes only. It is prepared for the inventory of real property within the City of Waltham and is compiled from tax maps, recorded deeds and plats. Users of this tax map are hereby notified that the aforementioned public primary information sources should be consulted for the verification of the information contained on this map. The City of Waltham and its mapping contractors assume no legal responsibility for the information contained herein.

DATA SOURCE:

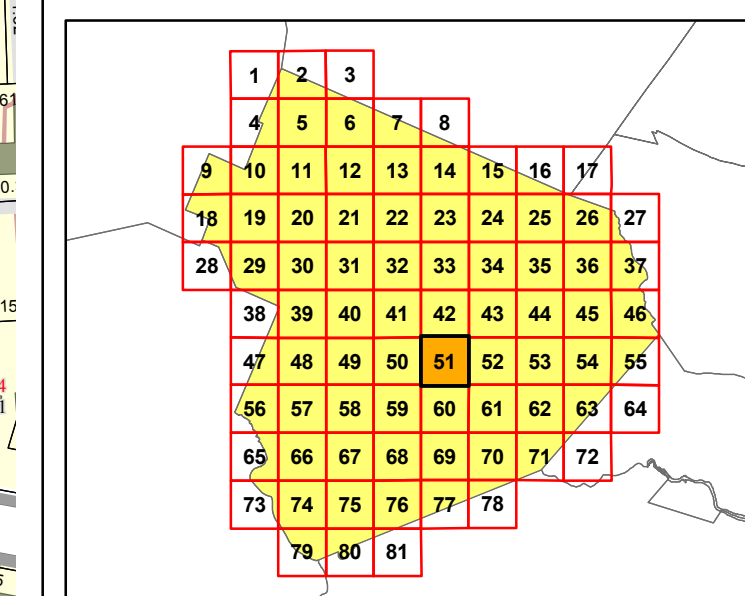
The digital planimetric base map data was developed by Chas H Sells, Inc. and is based on a spring 2008 1"= 40' scale color orthophotographs. The parcel data and are current as of January 2014. Map prepared by Eric Rizzo.

Legend

- Easement Lines
 - Rail Lines
 - Stream
 - Tax Map Grid
 - Parcel Lines
 - Swimming Pools
 - Building Footprints
 - Paved Area
 - Unpaved Area
 - Private Walkway
 - City Boundary
 - Cemetery
 - Park
 - Water Bodies
 - Upland
 - Wetland Area
 - Basketball Court
 - Other
 - Athletic Field
 - Track/Other Surface
 - Playground
 - Spray Park
 - Tennis Court
 - Vegetated Area
- 22-1** Block & Lot Number
- 19** Address Number



1 inch = 100 feet



Map No.:

51

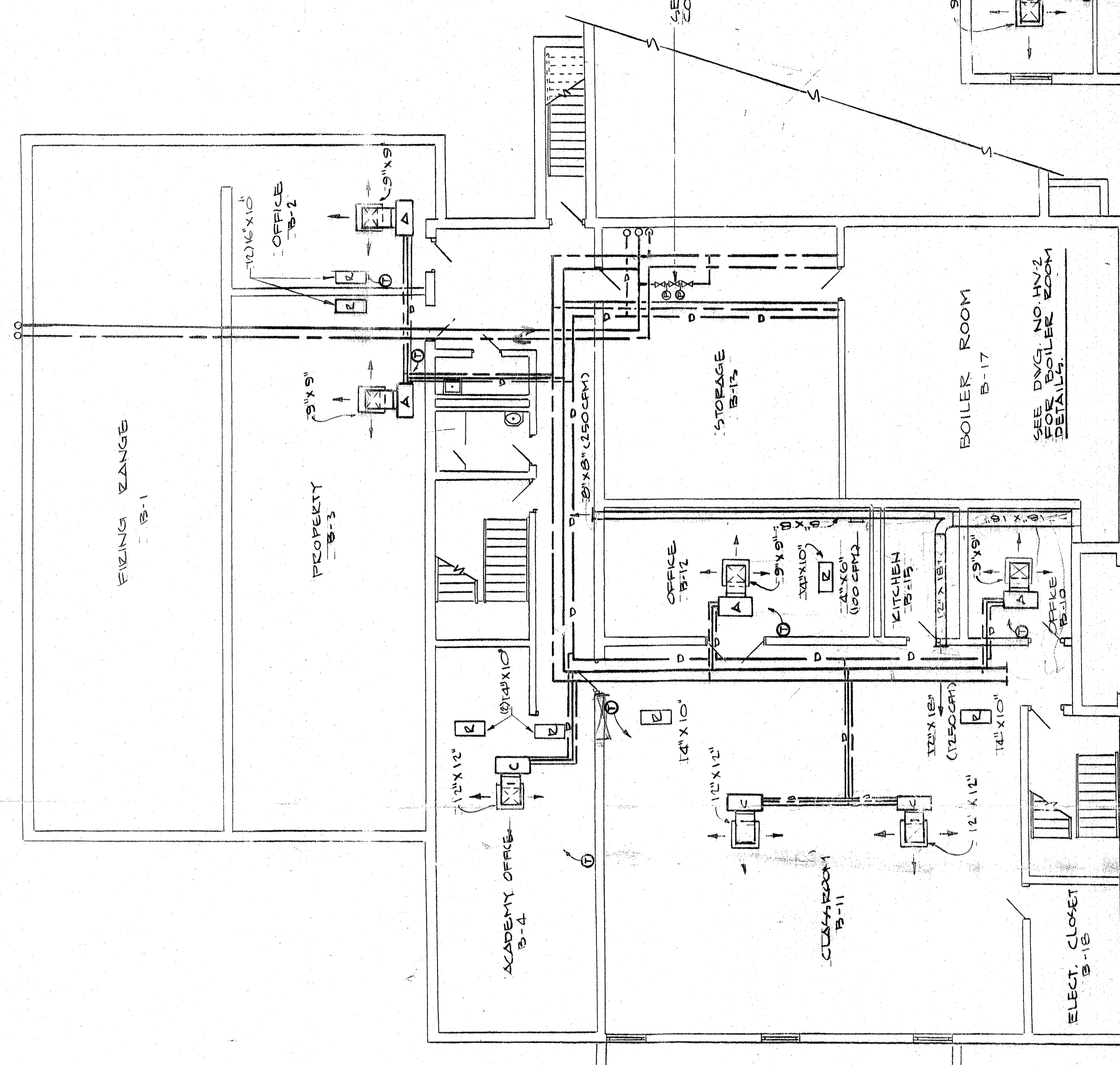


ATTACHMENT H

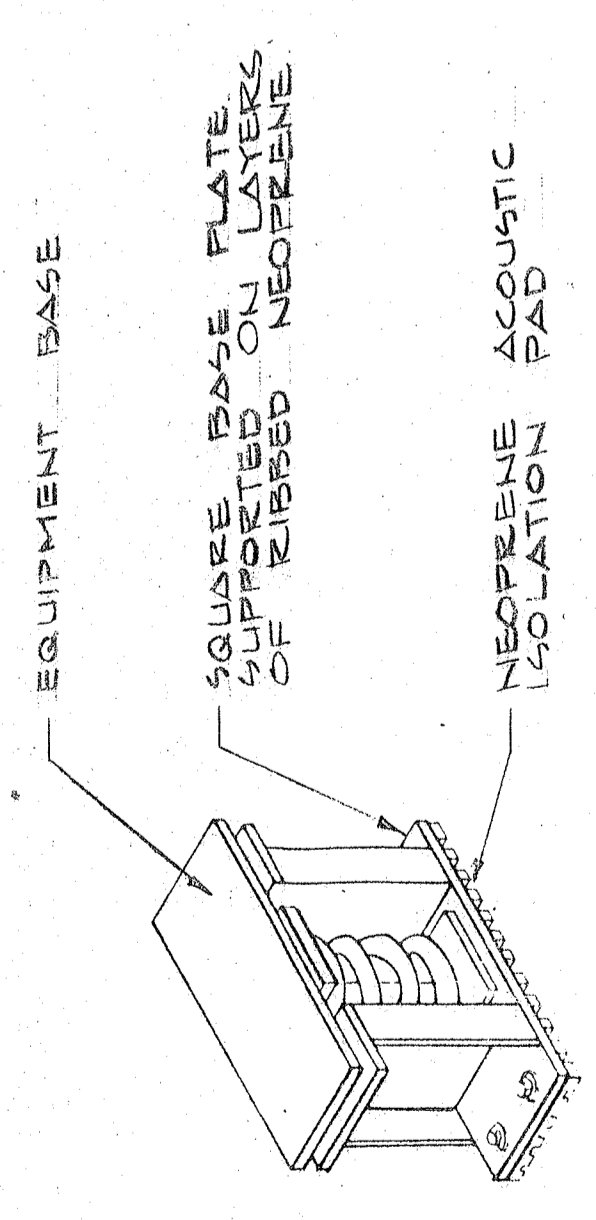
Floor Plan and Assessors Card

LEGEND & ABBREVIATIONS

	CHILLED WATER FLOW		FIREPROOF DAMPER
	CHILLED WATER RETURN		DIFFUSER
	CONDENSATE DRAIN		PUMP
	GATE VALVE		FAN COIL UNIT (170 CFM)
	GLOBE VALVE		FAN COIL UNIT (275 CFM)
	CHECK VALVE		FAN COIL UNIT (400 CFM)
	TWO-WAY MODULATING BYPASS VALVE		FAN COIL UNIT (800 CFM)
	THREE-WAY MODULATING VALVE		FAN COIL UNIT (1000 CFM)
	AIR VENT (MANUAL)		DIRECT BURIAL WIRING
	AIR VENT (AUTOMATIC)		CONCEALED CONDUIT AND WIRING
	FLOW SWITCH		THERMOSTAT WIRING (RATED FOR USE IN R/RN/A)
	FLEXIBLE CONNECTION		JUNCTION BOX
	EXPANSION JOINT		FUSED DISCONNECT SWITCH
	TEMPERATURE SENSOR		COMBINATION STARTER, DISCONNECT SWITCH
	PRESSURE GAUGE		MOTOR, NUMBER INDICATES HORSEPOWER
	STRAINER		THERMAL OVERLOAD SWITCH
	MAKE UP WATER		THERMOSTAT
	WATER SUPPLY		RETURN AIR GRILLE
			AIR-COOLED WATER CHILLER
			ACCL
			FCU
			FD
			F & E
			F & D
			FA
			PAU
			HL
			LL
			RETURN AIR REGISTER

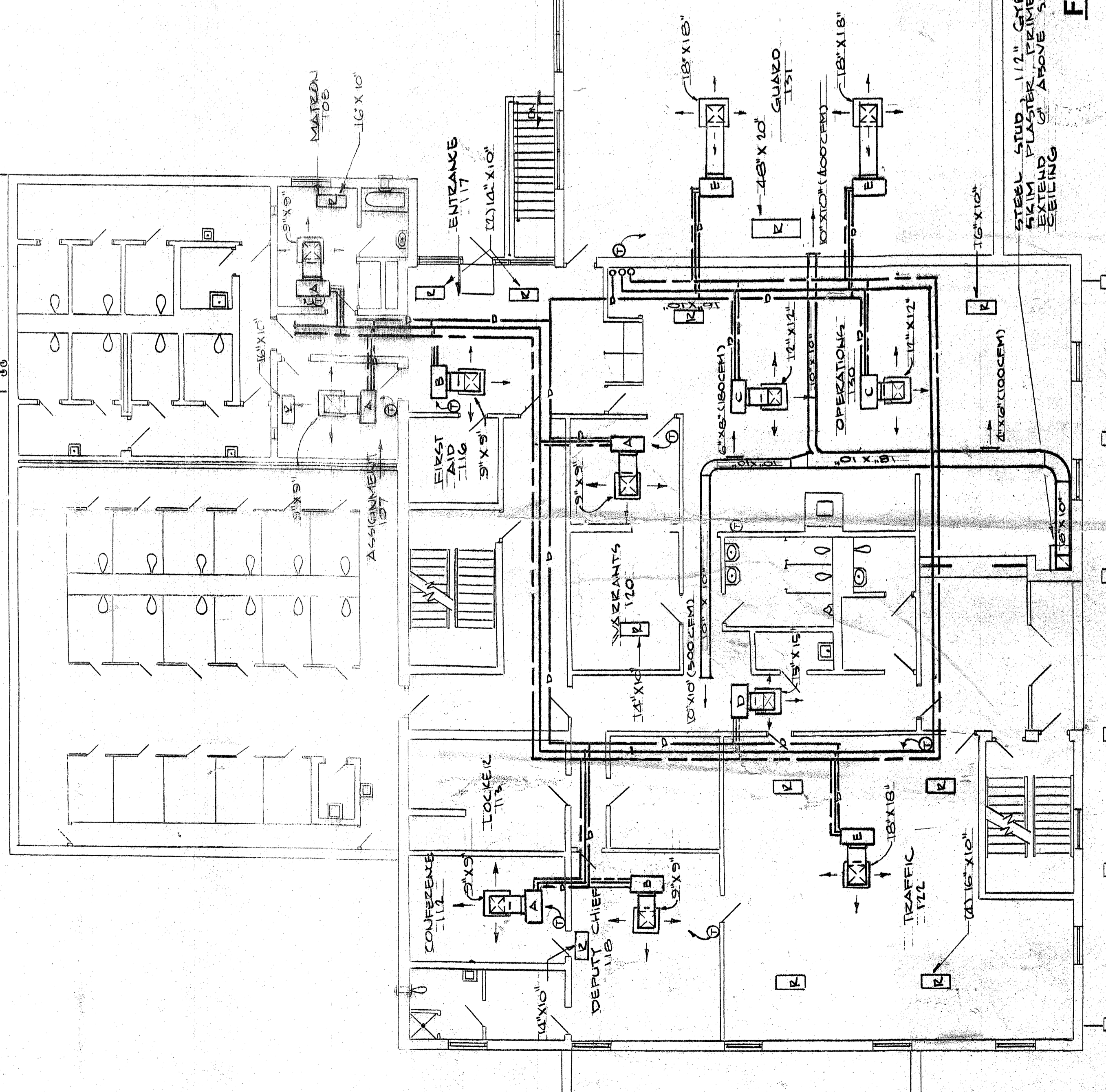


BASEMENT FLOOR PLAN

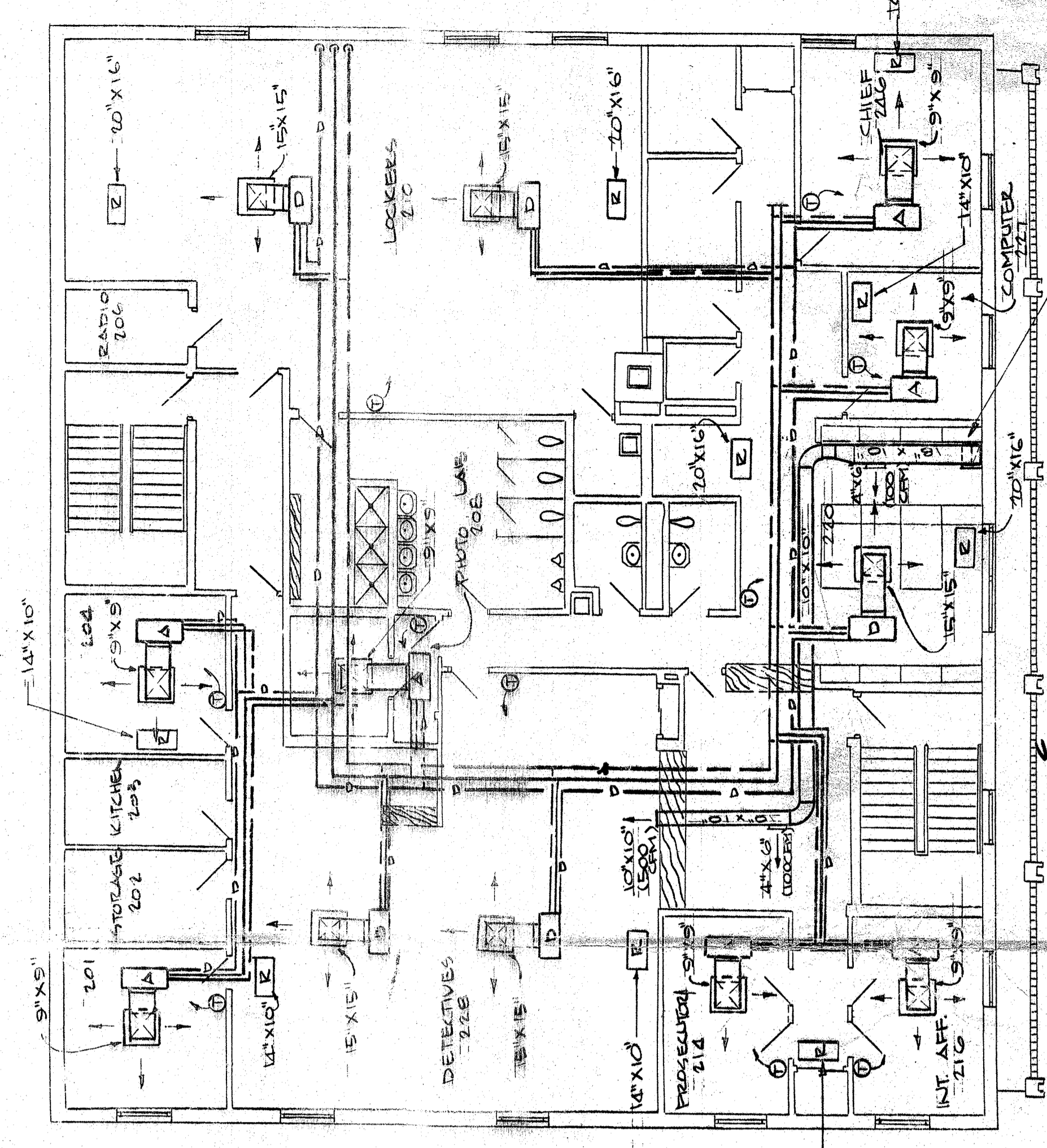


DETAIL A
SIC SCALE

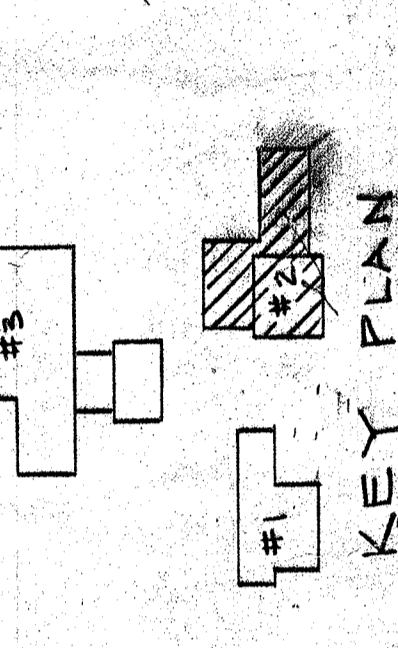
INSTALLATION DETAILS FOR AIR COOLED PACKAGE WATER CHILLER
NO SCALE



FIRST FLOOR PLAN

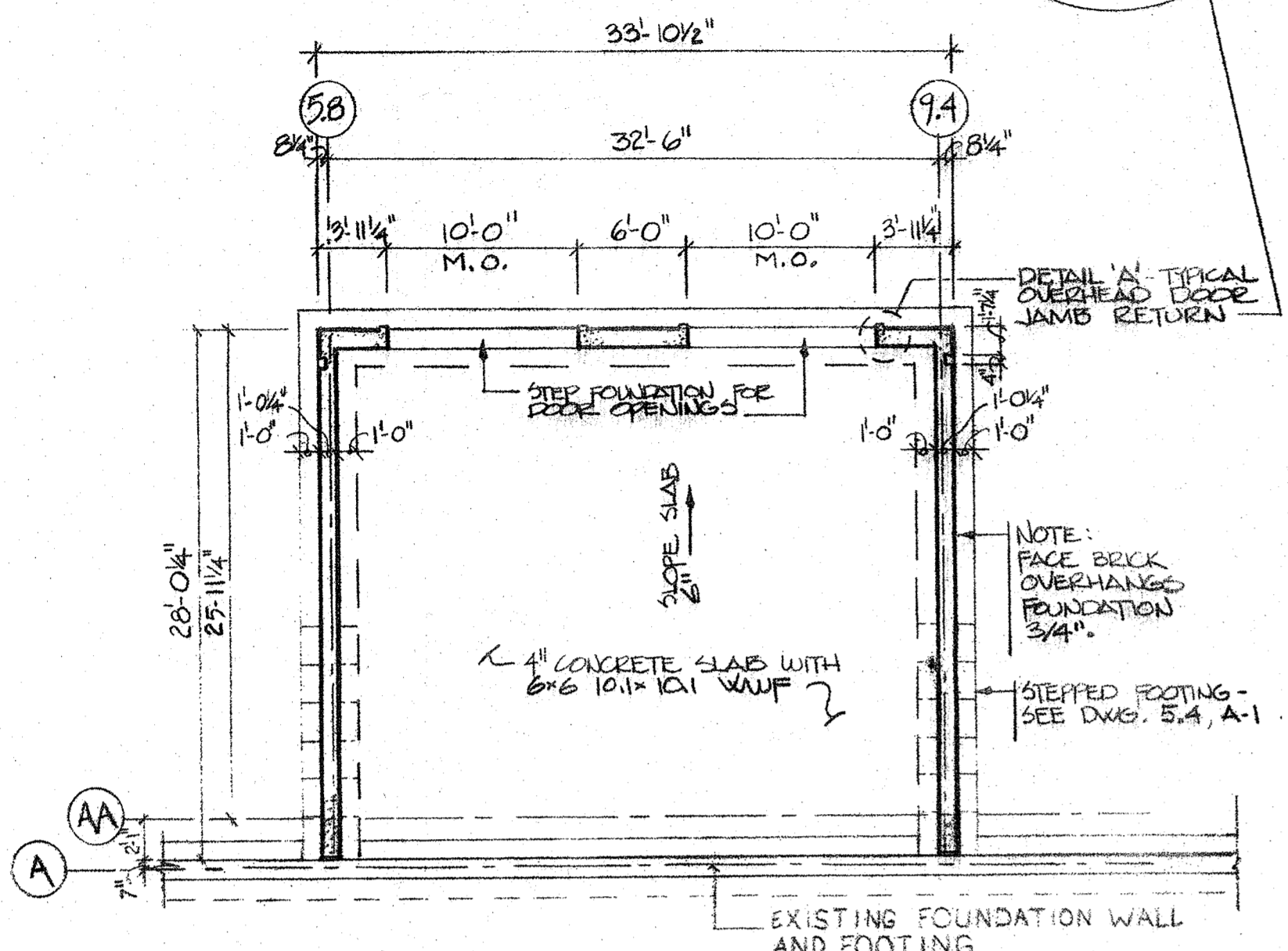


SECOND FLOOR PLAN

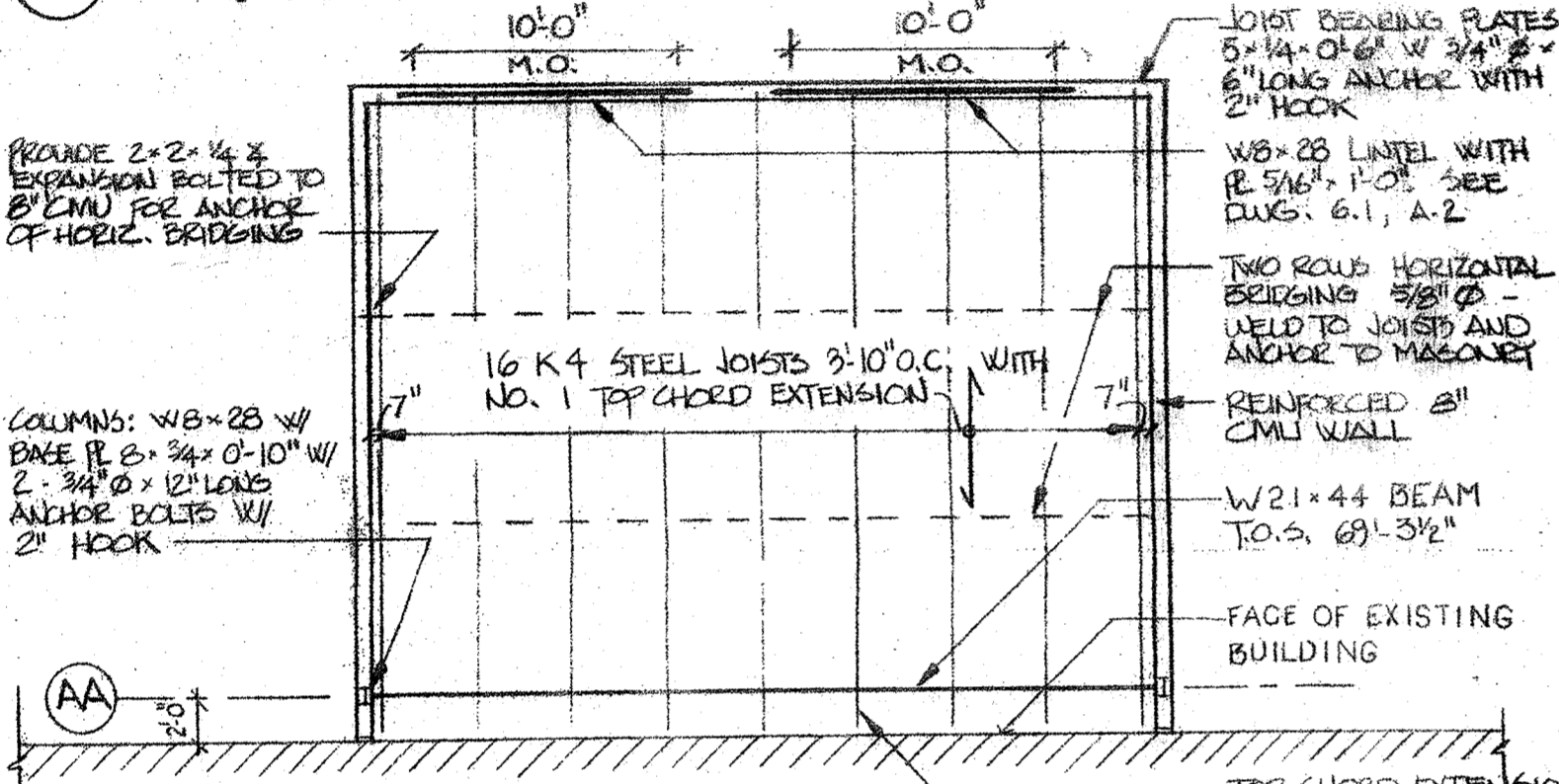


KEY PLAN

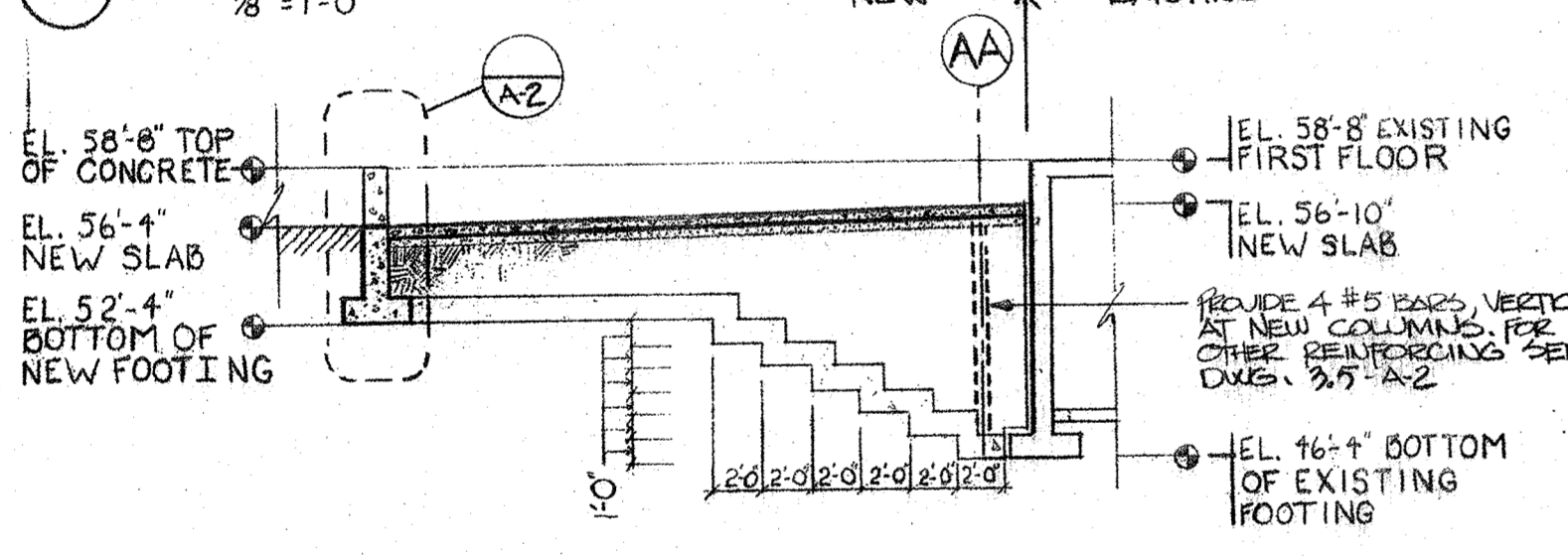
ENERGY SYSTEMS DIVISION
 SCALE 1/8" = 1'-0"
 DRAWN BY T.M.F.
 DATE: JUNE 87
 R1A
 SHEET 2 OF 6
HVAC LAYOUTS - BASEMENT, FIRST



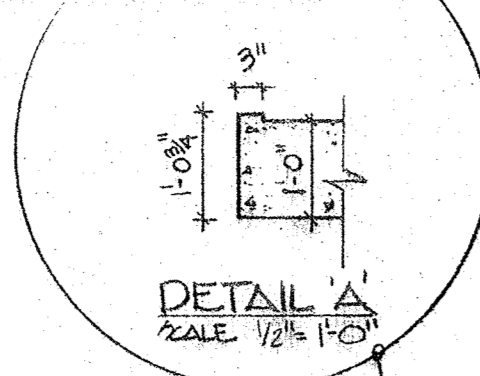
5.2 FOUNDATION PLAN
SCALE 1/8" = 1'-0"



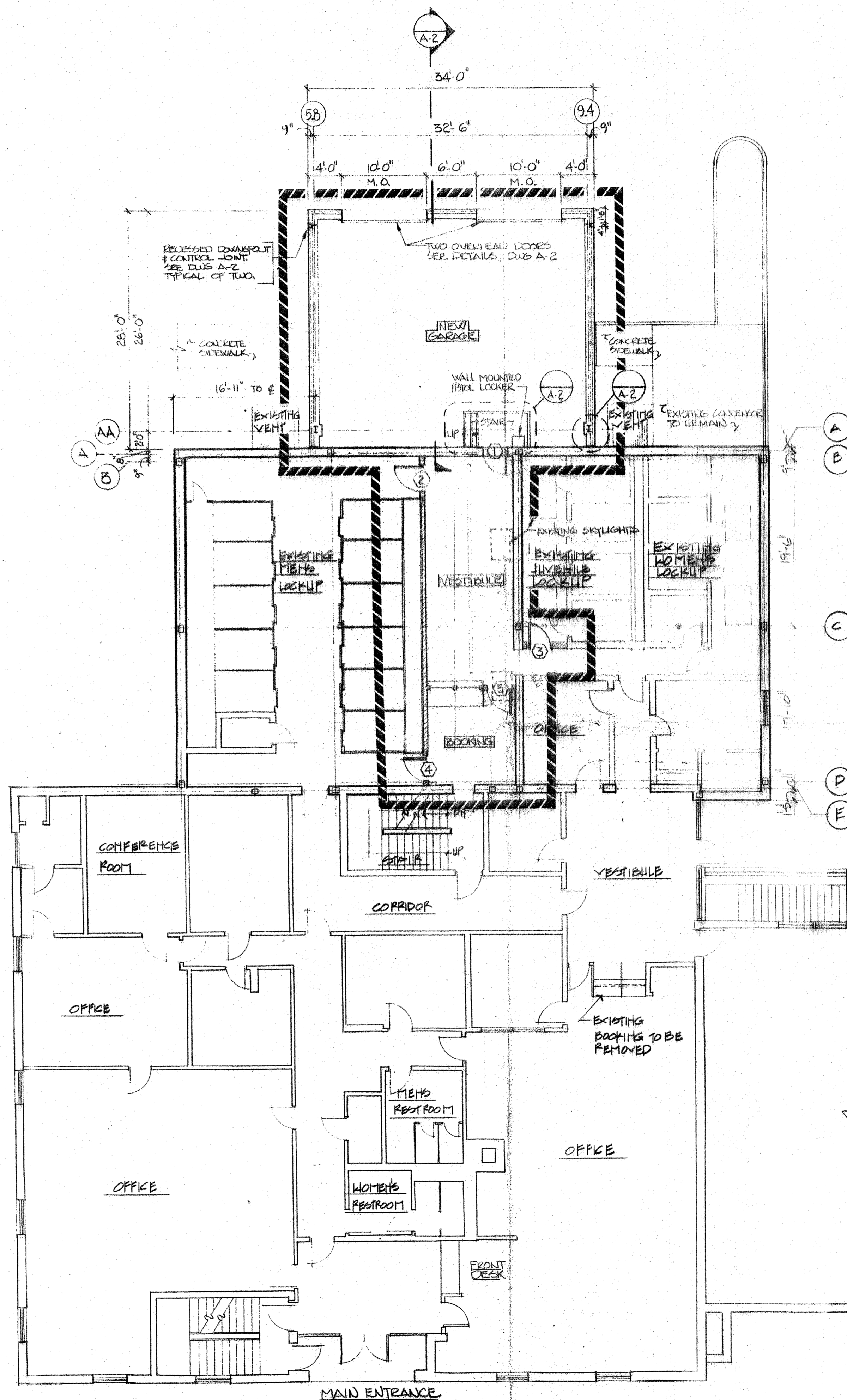
5.3 ROOF FRAMING PLAN
SCALE 1/8" = 1'-0"



5.4 SECTION @ STEPPED FOOTING
SCALE 1/8" = 1'-0"

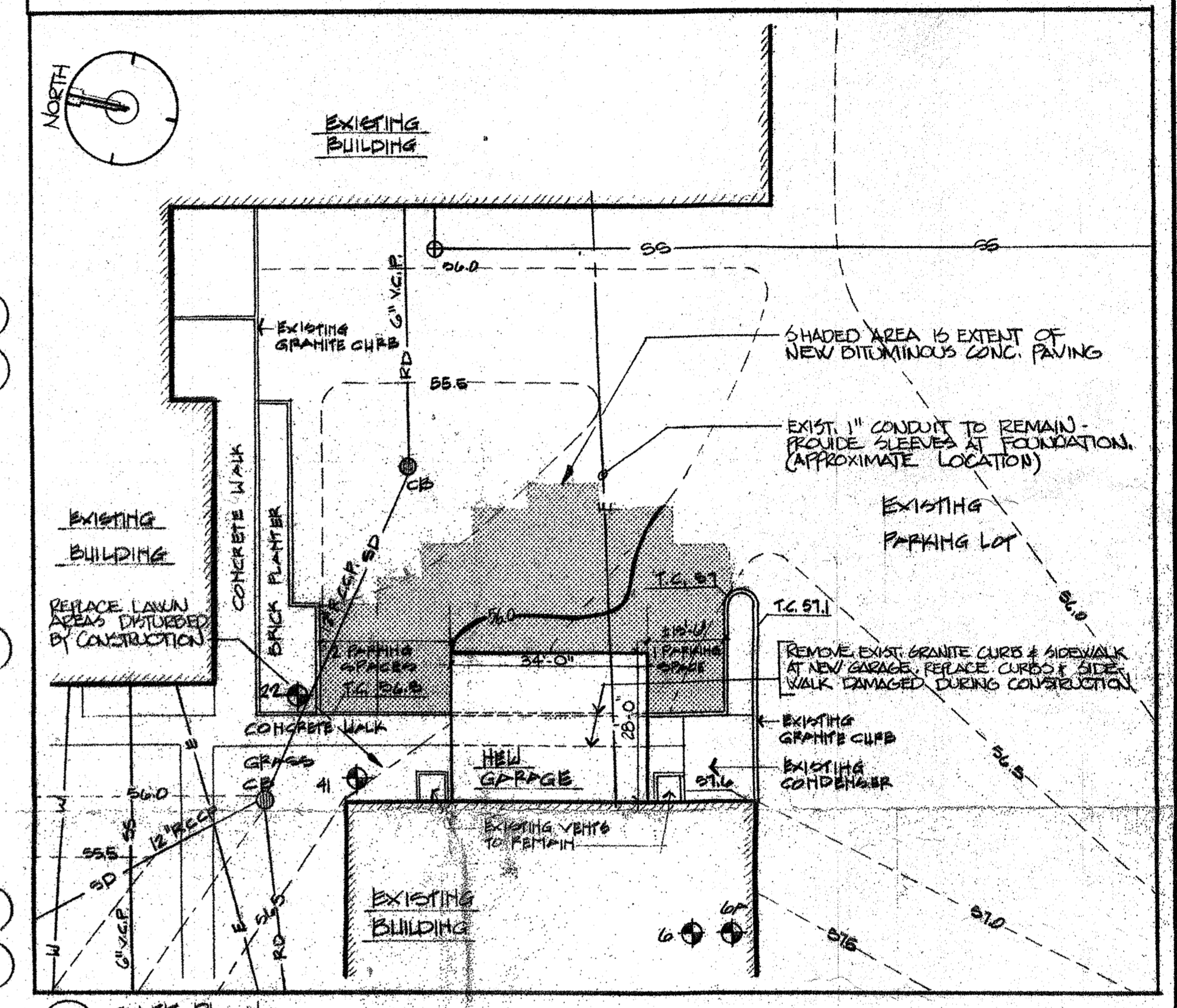


DETAIL A
SCALE 1/2" = 1'-0"

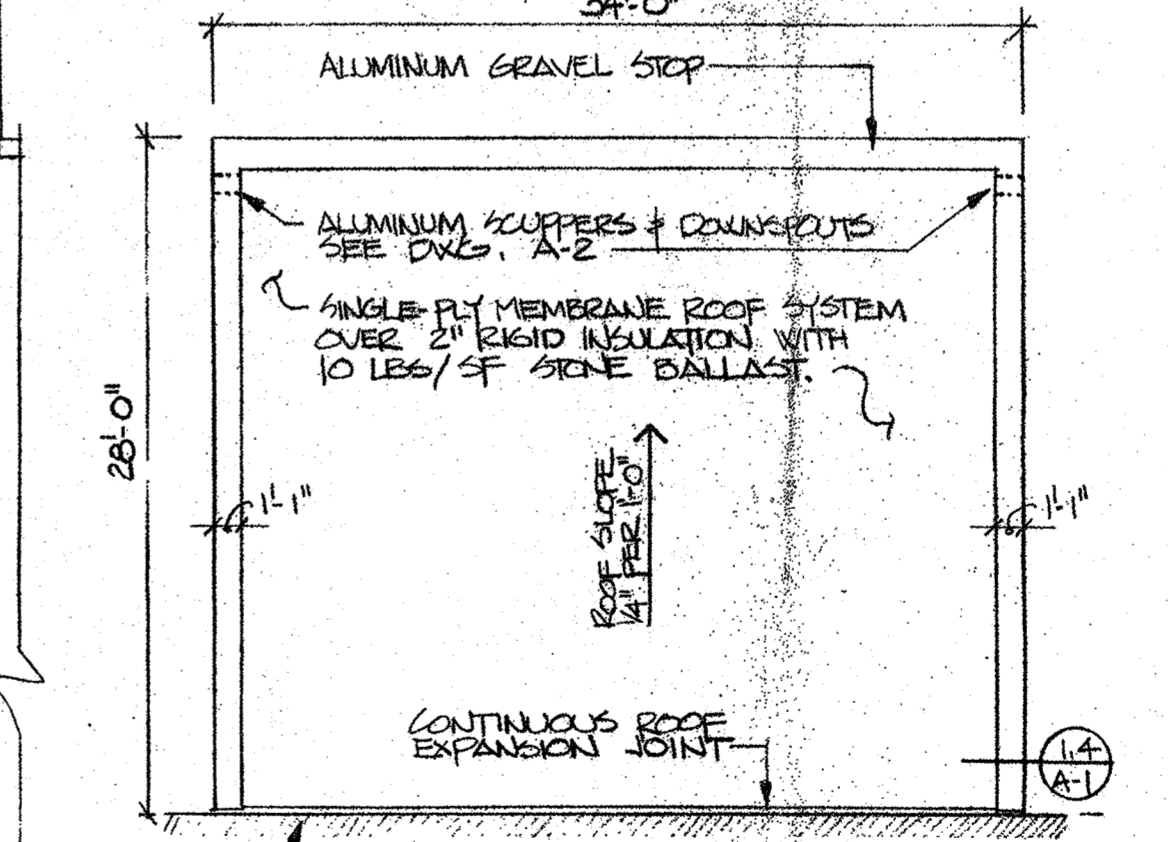


LEGEND

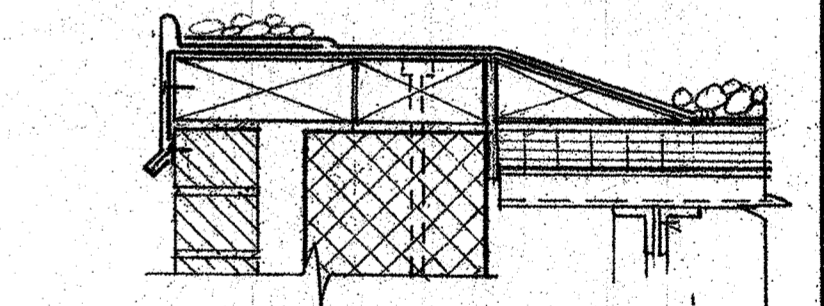
- BORING
- GROUND INTERCEPTOR
- CATCH BASIN
- S— WATER
- SD — STORM DRAINAGE
- SS — SANITARY SEWER
- RD — ROOF DRAIN
- E — ELECTRICAL



2.3 SITE PLAN
SCALE 1/8" = 1'-0"



2.4 ROOF PLAN
SCALE 1/8" = 1'-0"

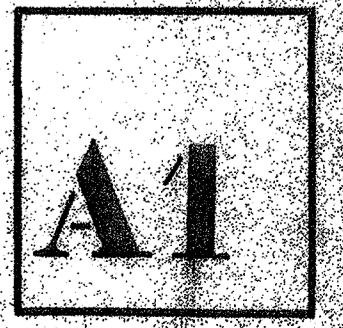


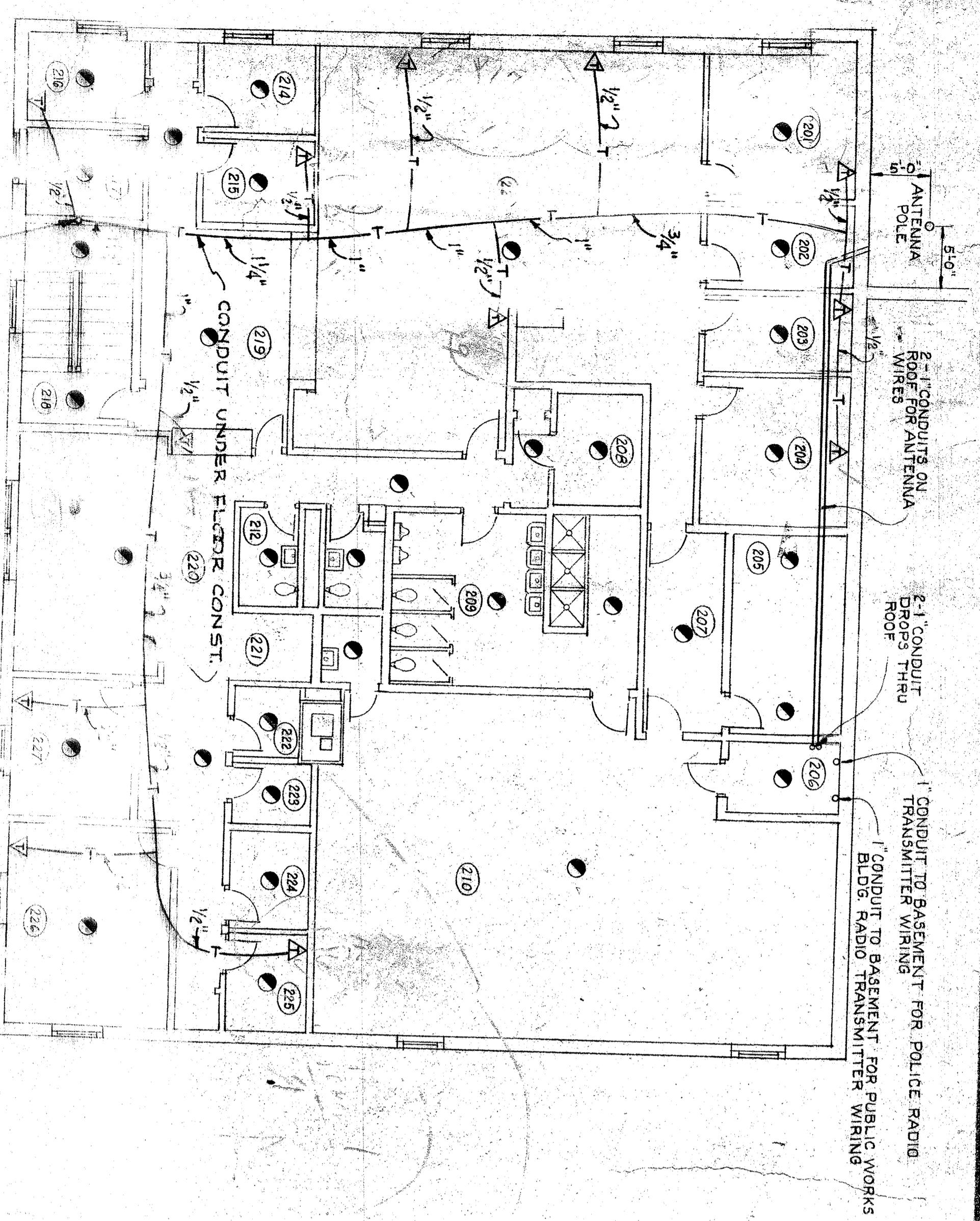
1.4 DETAIL
SCALE 1/2" = 1'-0"

PRELIMINARY
AUG 31 1988

MGIA ARCHITECTS
Boston, Massachusetts
617 720-3599

FLOOR PLAN
WALTHAM POLICE STATION
WALTHAM MUNICIPAL SERVICE CENTER
WALTHAM, MASSACHUSETTS

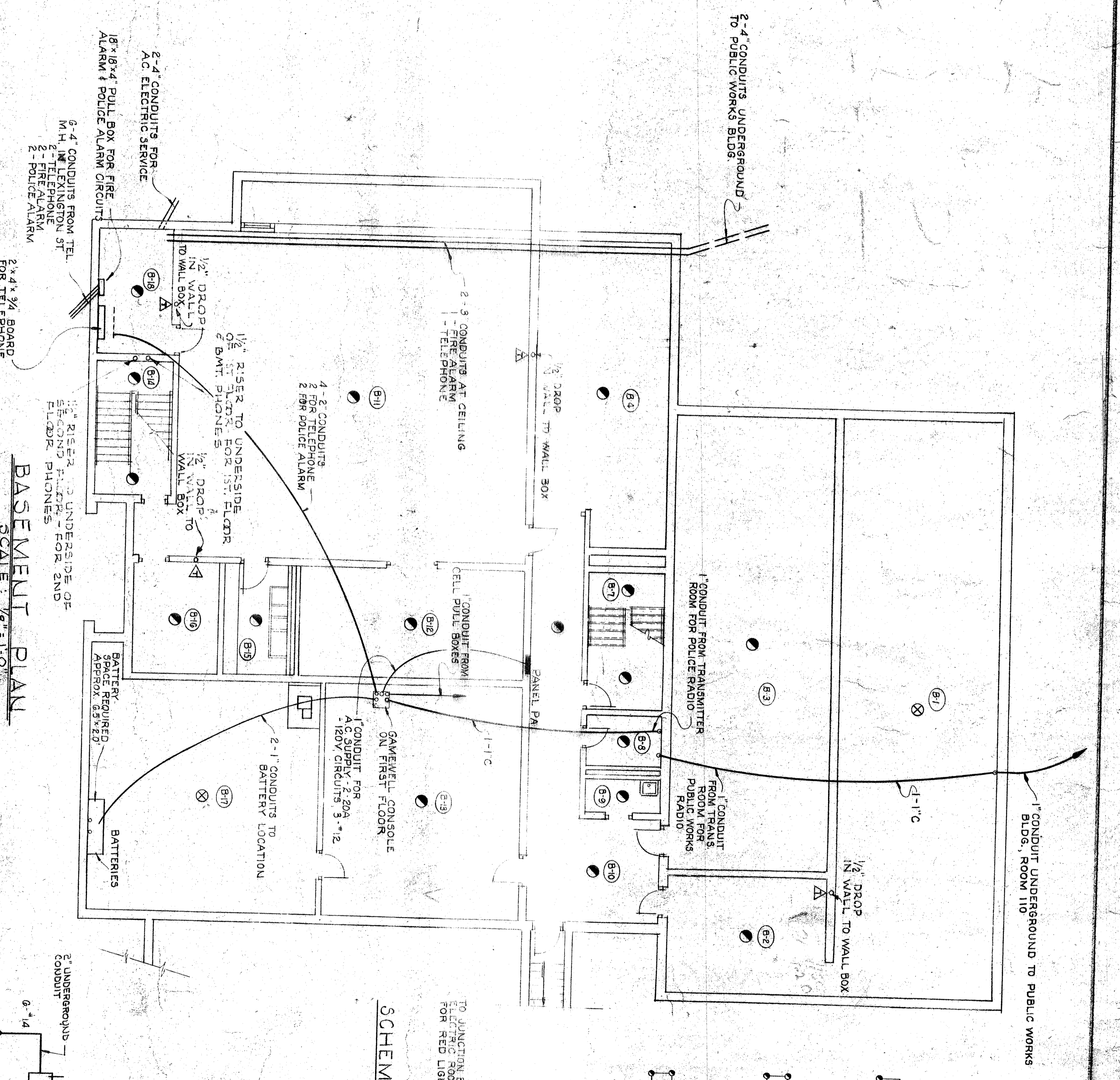




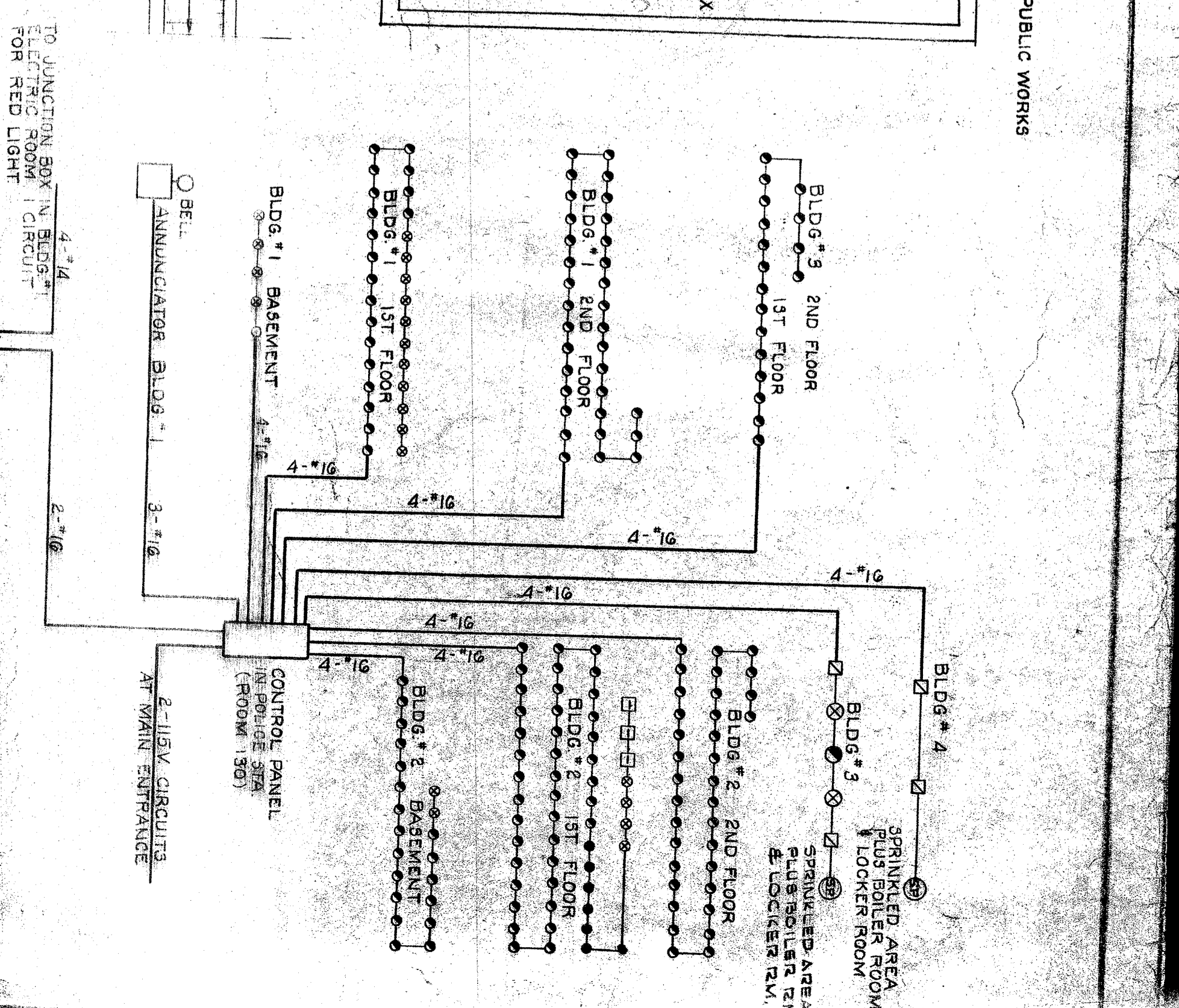
SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



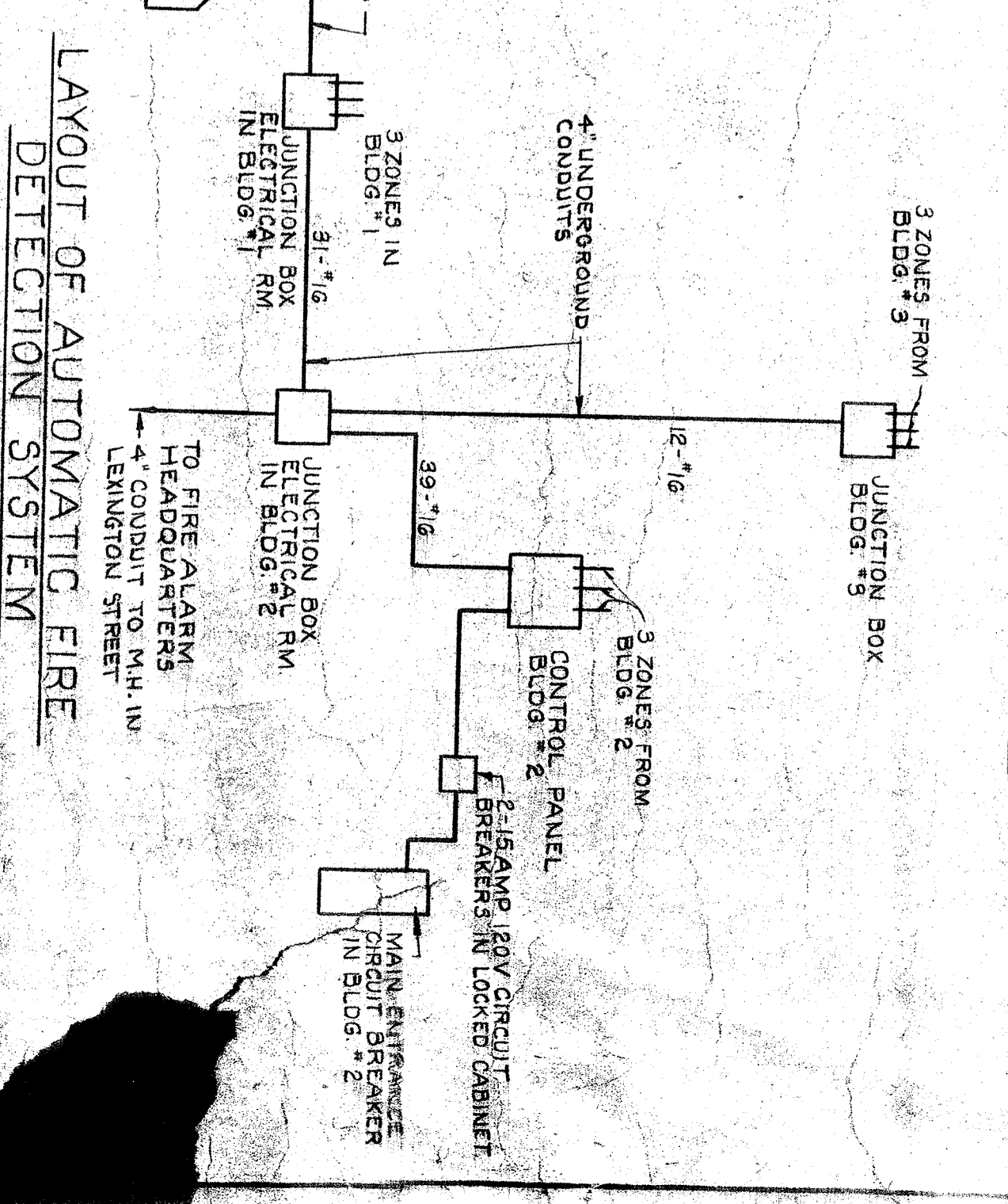
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



BASEMENT PLAN
SCALE: 1/8" = 1'-0"



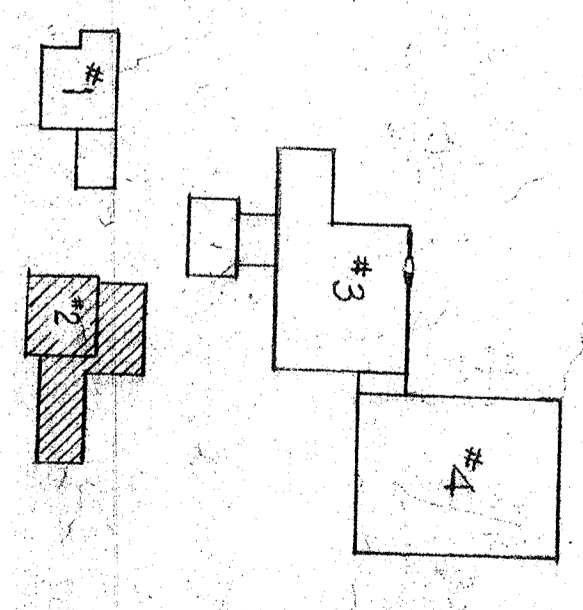
SCHEMATIC WIRING DIAGRAM OF AUTOMATIC FIRE DETECTION SYSTEM



LAYOUT OF AUTOMATIC FIRE DETECTION SYSTEM

- LEGEND**
- TELEPHONE CONDUIT - SEE PLAN FOR SIZE
 - ▲ TELEPHONE LOCATION
 - ▲ STANDING BATTERY DETECTOR GAMWELL NO. 9139A OR EQUAL
 - ⊗ DETECT-A-FIRE GAMWELL NO. 9115F OR EQUAL
 - CELL BOX - GAMWELL NO. 914C SPECIAL OR EQUAL
 - TEMPO - SET AUTOMATIC (FLUSH) GAMWELL FIRE DETECTOR NO. 9143 OR EQUAL
 - FIRE DETECTOR CONTROL PANEL NO. F 11 OR EQUAL
 - ⊞ MANUAL FIRE ALARM BOX - PULL LEVER TYPE
 - ⊞ SPRINKLER ALARM VALVE

- NOTE**
1. EXACT LOCATION OF PHONE OUTLETS SHALL BE DETERMINED BY THE REGISTERED ELECTRICAL ENGINEER AT THE SITE.
 2. CONDUIT IN WALLS OF TELEPHONE ROOMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FIRST FLOOR PLAN.
 3. FOR LOCATION OF TELEPHONE ROOMS SEE FIRST FLOOR PLAN.
 4. INSTALL 1-1/2" PULL WIRE IN EACH TELEPHONE CONDUIT.

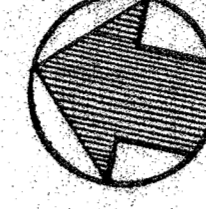
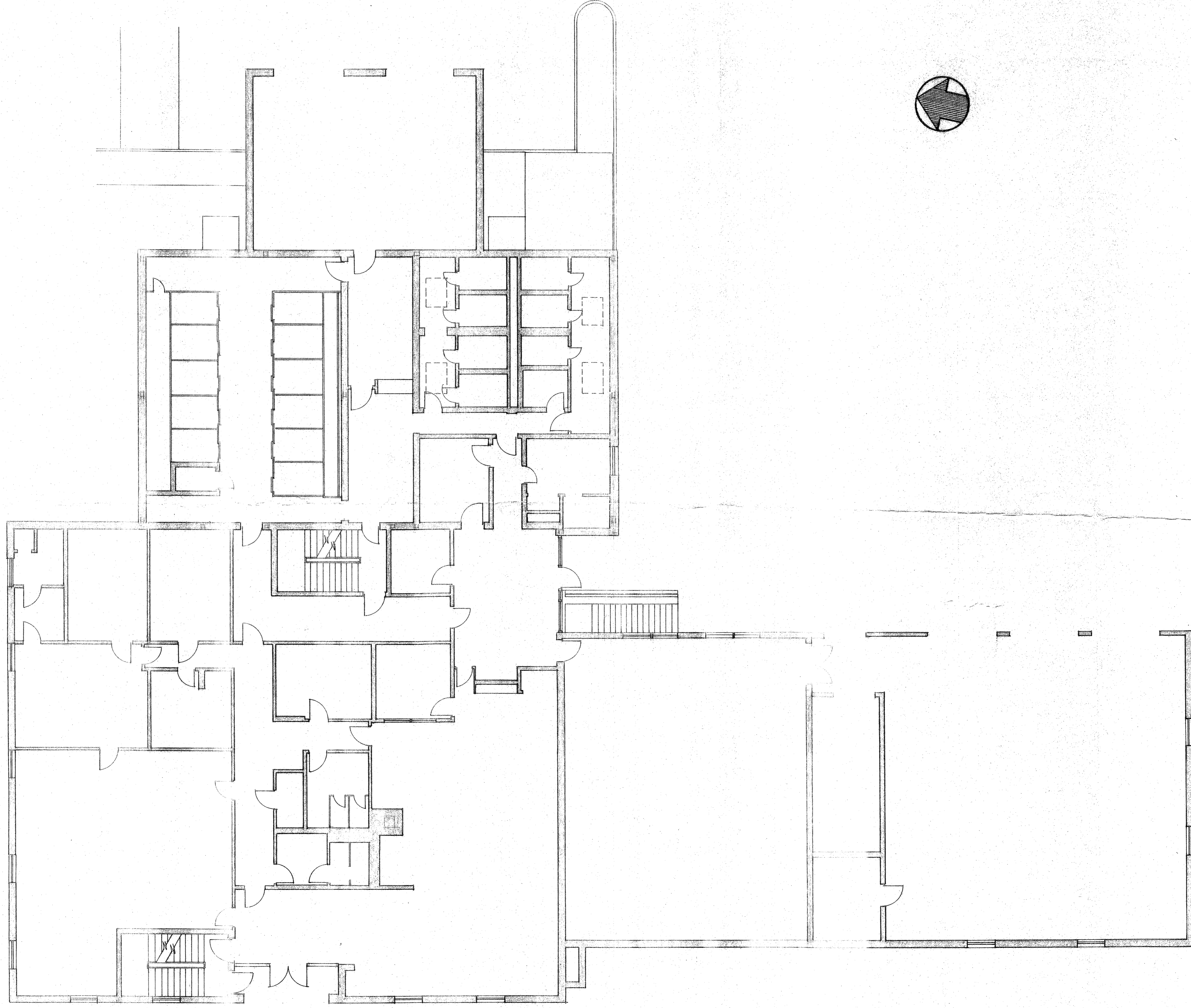


WALTHAM MUNICIPAL SERVICE CITY OF WALTHAM, MASSACHUSETTS

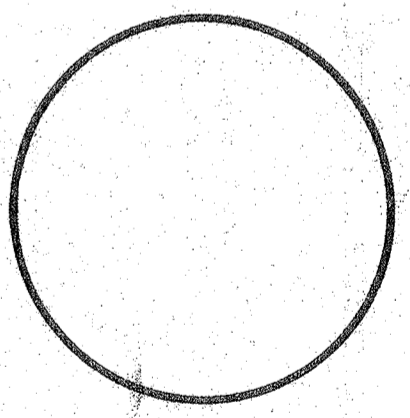
FENTON G. KEVES ASSOCIATES ARCHITECT ENGINEERS

COMMERCIAL ENGINEERS
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PROFESSIONAL ARCHITECTS
REGISTERED PROFESSIONAL ELECTRICAL ENGINEERS
REGISTERED PROFESSIONAL MECHANICAL ENGINEERS
REGISTERED PROFESSIONAL CIVIL ENGINEERS
REGISTERED PROFESSIONAL CHEMICAL ENGINEERS
REGISTERED PROFESSIONAL SANITARY ENGINEERS
REGISTERED PROFESSIONAL METALLURGICAL ENGINEERS
REGISTERED PROFESSIONAL AERONAUTICAL ENGINEERS
REGISTERED PROFESSIONAL AGRICULTURAL ENGINEERS
REGISTERED PROFESSIONAL INDUSTRIAL ENGINEERS
REGISTERED PROFESSIONAL MARINE ENGINEERS
REGISTERED PROFESSIONAL MINING ENGINEERS
REGISTERED PROFESSIONAL NUCLEAR ENGINEERS
REGISTERED PROFESSIONAL PETROLEUM ENGINEERS
REGISTERED PROFESSIONAL SURVEYING ENGINEERS
REGISTERED PROFESSIONAL THERMAL ENGINEERS
REGISTERED PROFESSIONAL TRANSPORTATION ENGINEERS
REGISTERED PROFESSIONAL WATER RESOURCES ENGINEERS
REGISTERED PROFESSIONAL WIND ENGINEERS
REGISTERED PROFESSIONAL WOOD ENGINEERS
REGISTERED PROFESSIONAL YACHT ENGINEERS

NO. 2
FIRE DETECTORS
TEL. INTERCOMMUNICATIONS



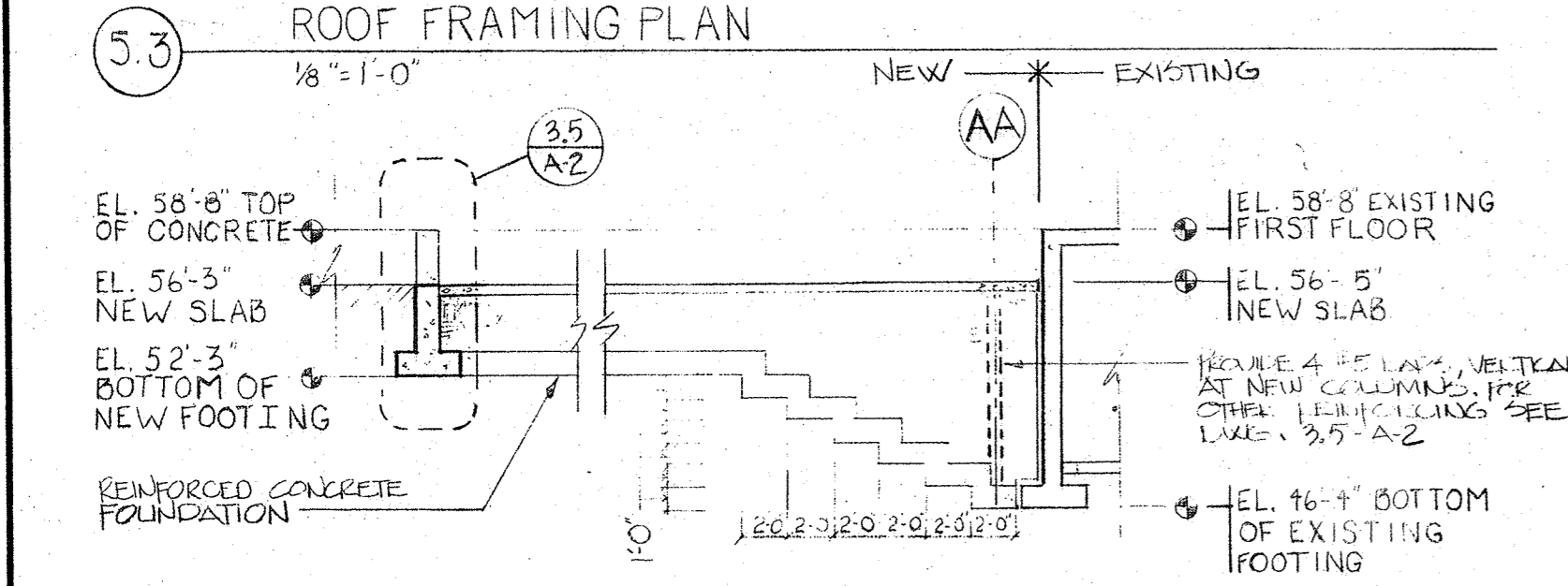
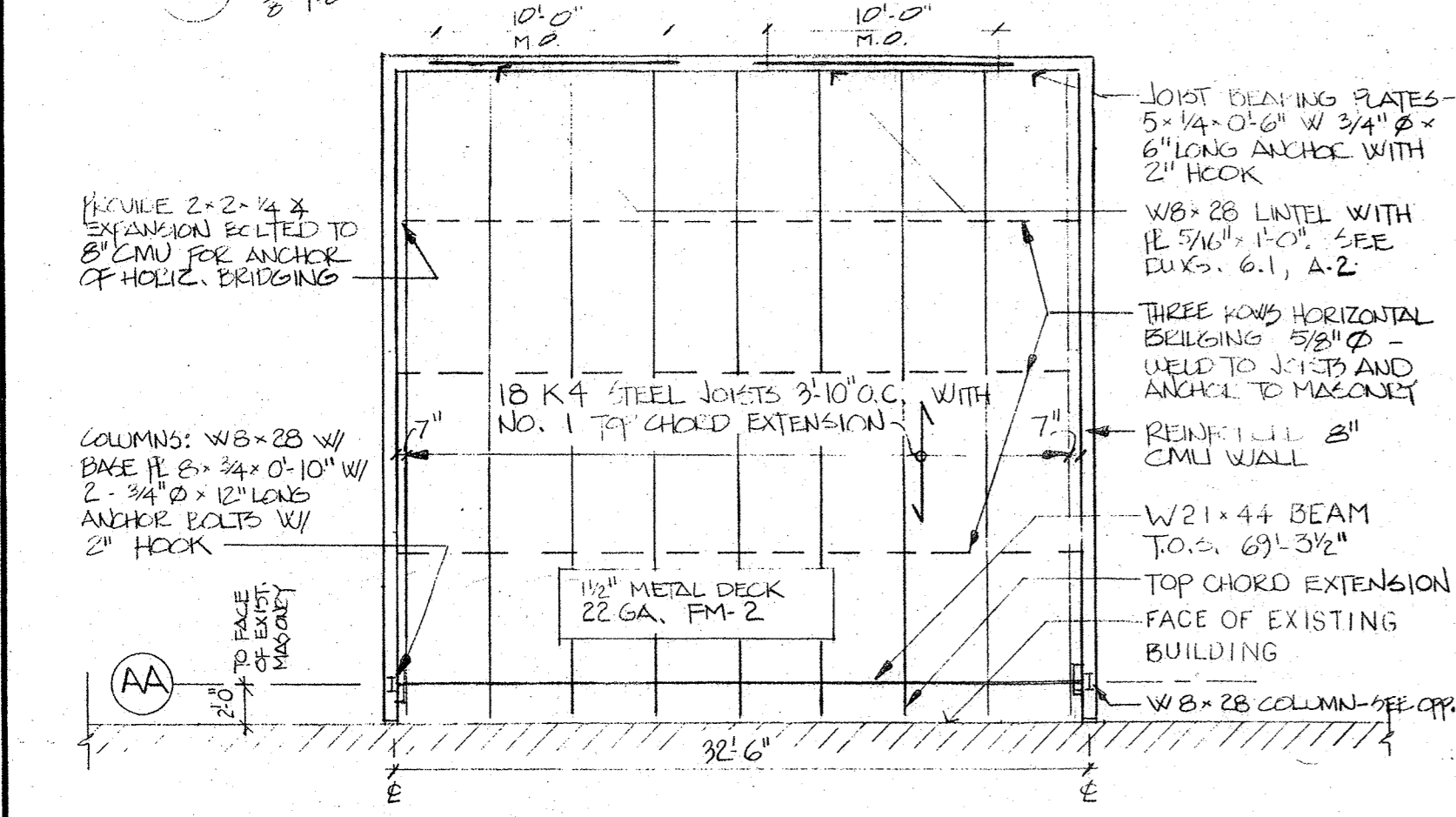
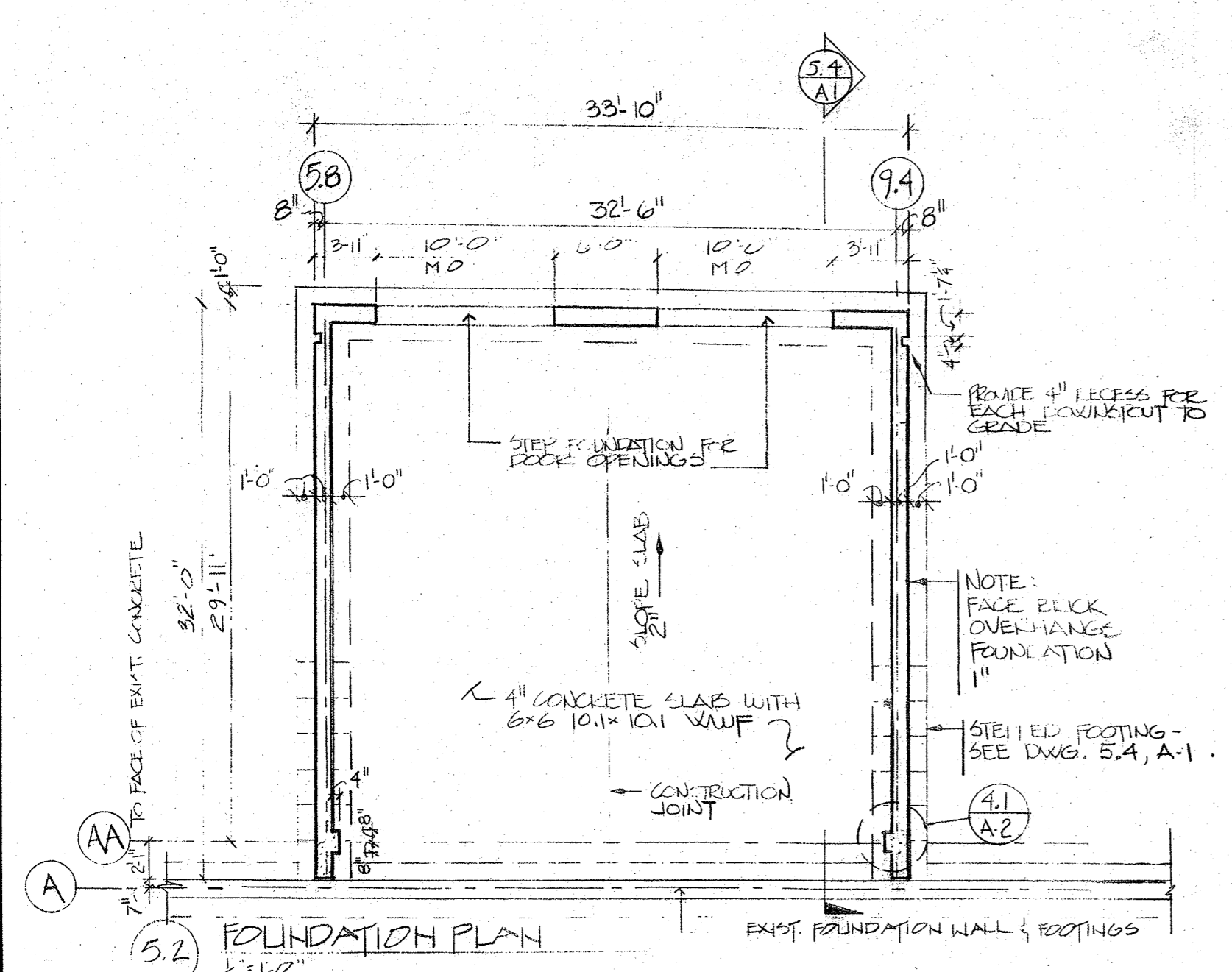
REVISIONS



DATE: _____
 SCALE: 1/8" = 1'-0"

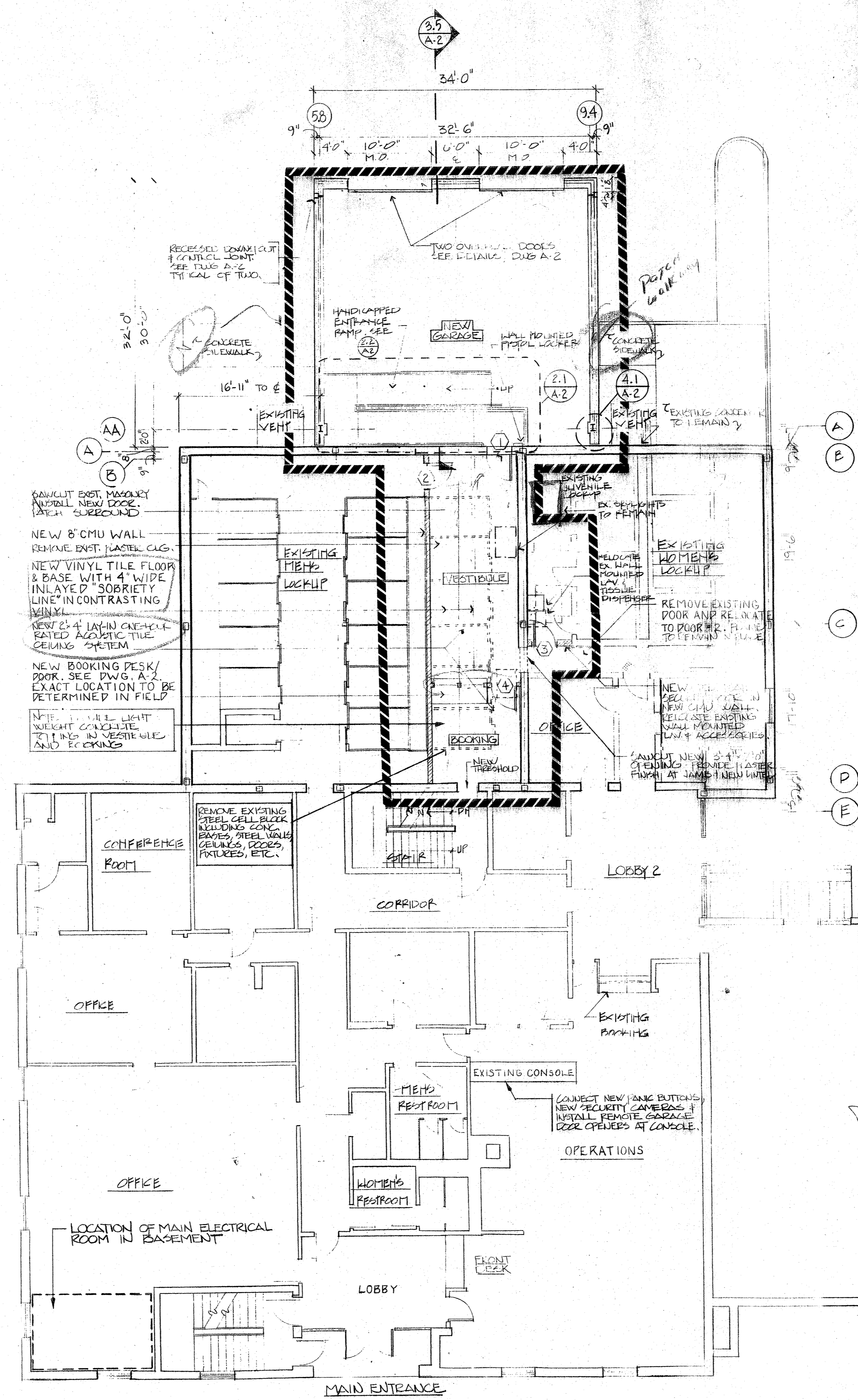
The Office of **Allen M. Lieb Architects** P.C., Ltd.
 Cottage Business Park • 10 Tioga Way • Marblehead, MA 01945





Structural Notes

1. Notify architect of discrepancies before continuing with work.
2. Verify all dimensions in the field.
3. Assumed allowable soil bearing capacity = 3KSP.
4. Roof loading, Zone 2, W = 30 PSP.
5. Furnish and place all supports, temporary and permanent necessary to brace existing walls to remain so that no horizontal or vertical settlement occurs to these walls.
6. Provide two #5 bars vertical at each side of each wall opening, at each corner and at ends of walls. All cores with vertical reinforcing shall be grouted solid. No mortar will be allowed in the cells to be grouted.



4.6 FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

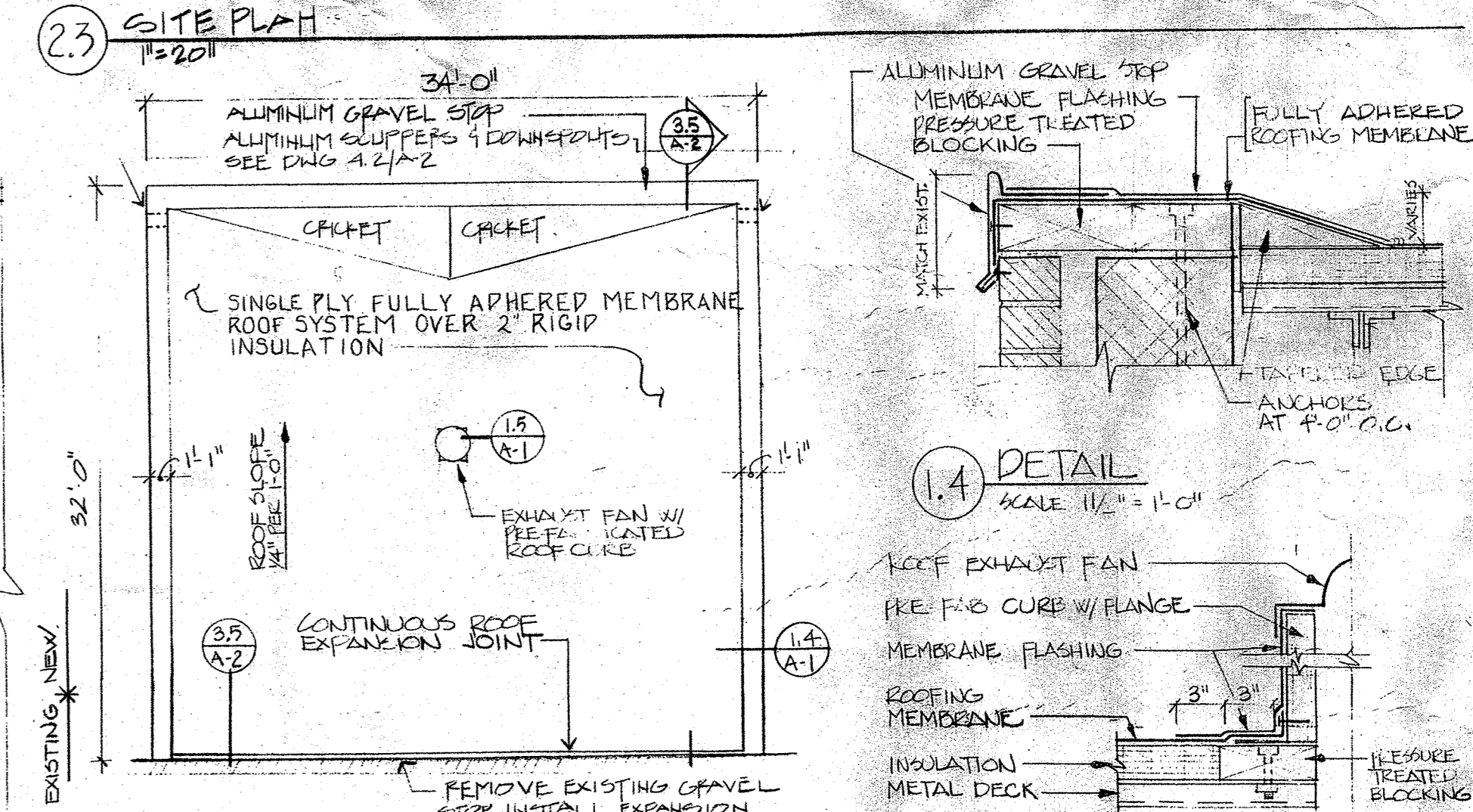
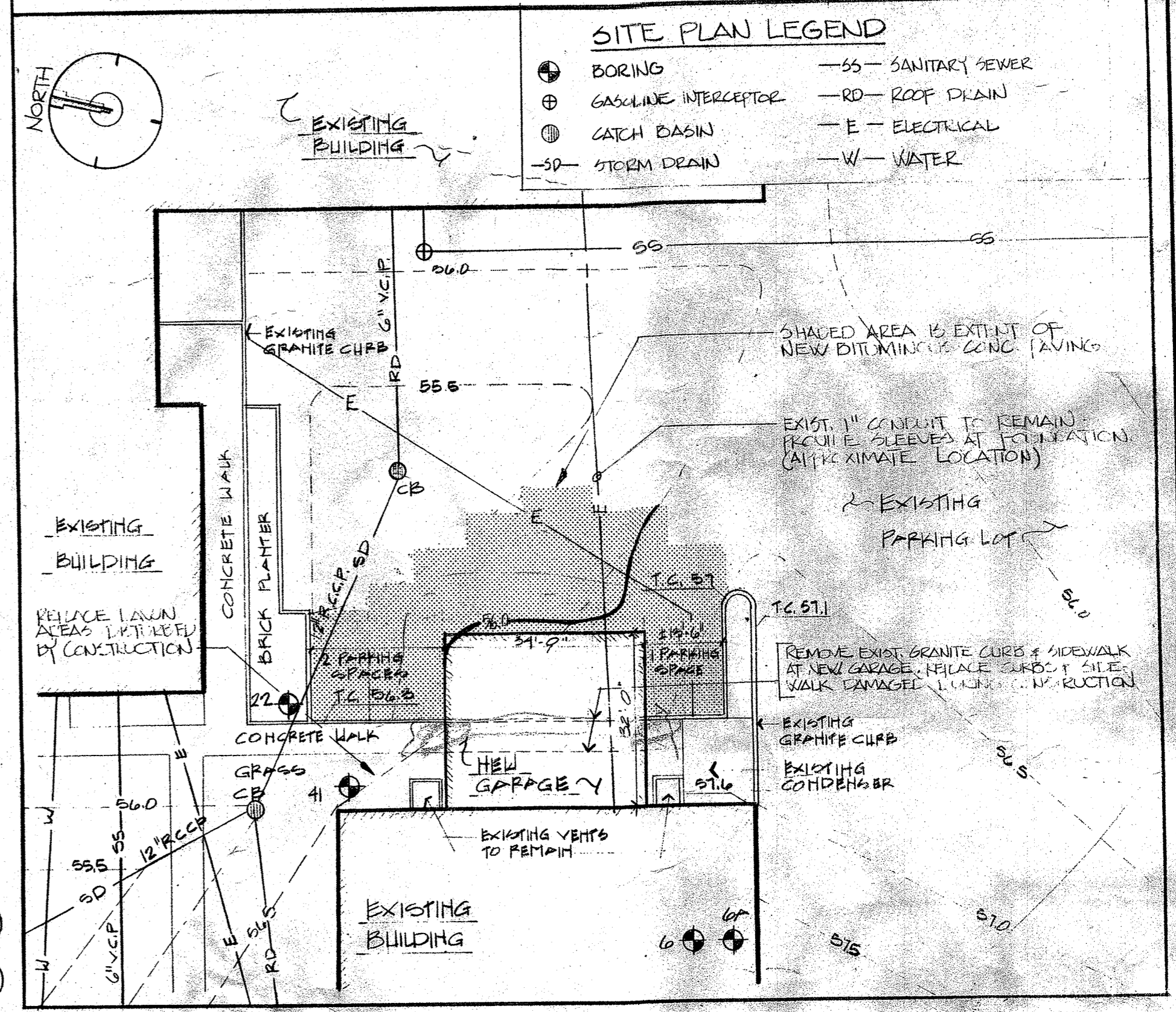
FINISH SCHEDULE

ROOM NAME	FLOOR	BASE	WALLS	CEILING	REMARKS
BOOKING	VCT	VINYL	CMU/PAINT	EX. PAINT	LT. WT. CONC. TYPING
VESTIBULE	VCT	VINYL	CMU/PAINT	ACT	LT. WT. CONC. TYPING
NEW GARAGE	CONC.	-	CMU PAINT	ACT	VCT ON STAIR PLATFORM & TREADS

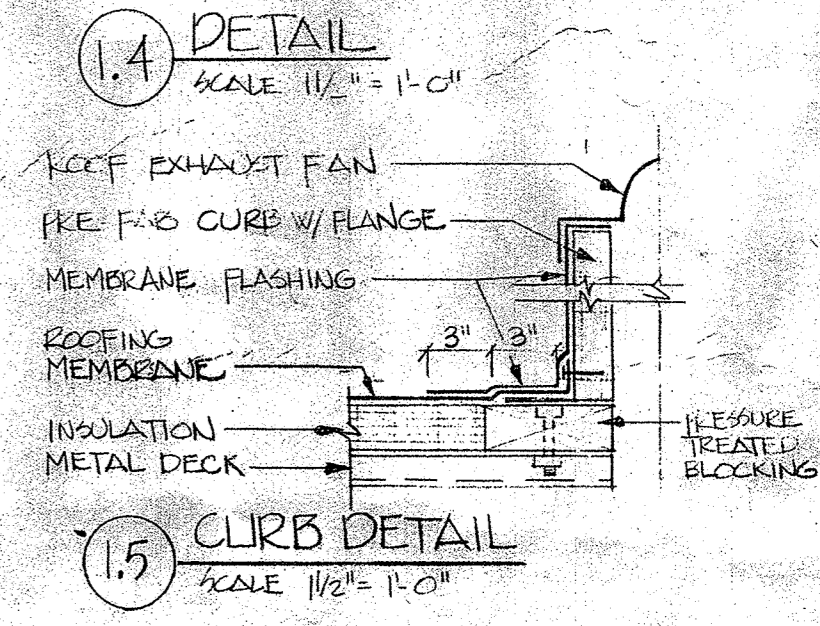
DOOR SCHEDULE

DOOR NO.	SIZE	DOOR MATL.	FRAME MATL.	DETAILS			GLAZING	REMARKS
				HEAD	JAMB	SILL		
1	3'-0" x 7'-0" x 13'-4"	MTL	MTL	6.4/A-2	6.5/A-2	6.6/A-2	WIRE	VISION PANEL
2	3'-0" x 7'-0" x 2'-2"	EXST.	STEEL	5.4/A-2	5.5/A-2	-	EXST.	EXIST. SECURITY DOOR RELOCATED
3	3'-0" x 7'-0" x 2'-2"	STEEL	STEEL	5.4/A-2	5.5/A-2	-	BULLET RESIST.	STEEL PLATE SECURITY DOOR
4	3'-0" x 6'-8" x 13'-4"	MTL	MTL	5.6/A-2	5.6/A-2	-	-	-

NOTE: SEE DOOR ELEVATIONS ON SHEET A-2.



2.4 ROOF PLAN
SCALE 1/8" = 1'-0"



1.4 DETAIL
SCALE 1/2" = 1'-0"

MGIA ARCHITECTS
Boston, Massachusetts
617 720-3599

SITE PLAN, FLOOR PLAN, & ROOF PLAN
WALTHAM POLICE STATION ADDITION
WALTHAM MUNICIPAL SERVICE CENTER
WALTHAM, MASSACHUSETTS



IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yrd Items	Land Value	Total Value	Legal Description
903	891142.000	617,700		19,430,900	20,048,600	
Total Card	20,458	617,700		19,430,900	20,048,600	Entered Lot Size
Total Parcel	20,458	2,247,700	13,900	19,430,900	21,692,500	Total Land:
Source:	Market Adj Cost	Total Value per SQ unit /Card: 2,578.27		/Parcel: 777.34		Land Unit Type:

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Blg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2022	903	FV	2,247,700	13900	891,142	19,430,900	21,692,500	Year End Roll		11/29/2021
2022	903	NC	2,247,700	13900	891,142	19,430,900	21,692,500	Year End Roll		10/29/2021
2021	903	FV	2,247,700	13900	891,142	18,177,300	20,438,900	Year End Roll		1/7/2021
2021	903	PTCH	1,932,200	11600	891,142	17,237,000	19,180,800	patch		6/23/2020
2020	903	FV	1,932,200	11600	891,142	17,237,000	19,180,800	Year End Roll		1/8/2020
2020	903	EX	1,932,200	11600	891,142	17,237,000	19,180,800	Year End Roll		11/20/2019
2020	903	NC	1,932,200	11600	891,142	17,237,000	19,180,800	Year End Roll		11/8/2019
2019	903	FV	1,928,700	11600	891,142	15,670,000	17,610,300	Year End Roll		1/4/2019

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Price	V	Tst	Verif	Notes

TAX DISTRICT

Parcel ID	Notes
R051 002 0018	

PAT ACCT.

ASR Map:	Fact Dist:	Reval Dist:	Year:	Land Reason:	Bld Reason:	Civil District:	Ratio:

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z	water			
o	Sewer			
n	Electri			
	Exmpt			
	Topo			
	Street		41	
	Gas:			

LAND SECTION (First 7 lines only)

Use Code	LUC	Description	Fact	No of Units	Depth / Price/Units	Land Type	Unit Type	Unit Units	SQ. FT.	SITE
903	MUNICPL		891142							

PROPERTY FACTORS

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F. Descrp	Comment
1/21/2014		MEASURED						

BUILDING PERMITS

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F. Descrp	Comment

ACTIVITY INFORMATION

Date	Result	By	Name
1/21/2014	MEASURED	406	ROBBIE MCLAU

VERIFICATION OF VISIT NOT DATA

Sign:	Spec Land	%	Alt Class	Appraised Value	%	Inf 1	%	Inf 2	%	Inf 3	%	Neigh Influ	Neigh Mod	Adj	Neigh	Unit Price	Base Value	LT Factor	Land Type	Unit Type	Unit Units	SQ. FT.	SITE	
				19,430,879								1.00		0.70	CG	31.	0					891142		

SALES INFORMATION

Parcel LUC:	SF/SM:	Total AC/HA:	Total SF/SM:	Total AC/HA:	Total Value	Spl Credit
903	891142	20.45781	891142	20.45781	19,430,880	

Disclaimer:

This Information is believed to be correct but is subject to change and is not warranted. Database: AssessPro - Waltham



IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
903	0.000	83,400		83,400	83,400
Total Card	0.000	83,400		83,400	83,400
Total Parcel	20.458	2,247,700	13,900	19,430,900	21,692,500
Source: Market Adj Cost Total Value per SQ unit /Card: 79.43 /Parcel: 777.34					

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Price	V	Tst	Verif	Notes

BUILDING PERMITS

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F. Descrp	Comment

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z	water			
o	Sewer			
n	Electri			
	Exmpt			
Census:				
Flood Haz:				
D	Topo			
s	Street	41	41	
t	Gas:			

LAND SECTION (First 7 lines only)

Use Code	LUC Description	No of Units	Depth / Price/Units
903	MUNICPL	0	

NARRATIVE DESCRIPTION

This parcel contains 891,142 SQ. FT. of land mainly classified as MUNICPL with a GOVT BLDGS Building built about 1964, having primarily REIN CONCR Exterior and 1050 Square Feet, with 1 Unit, 0 Bath, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

PROPERTY FACTORS

Use Code	LUC Description	No of Units	Depth / Price/Units
903	MUNICPL	0	

LAND SECTION (First 7 lines only)

Use Code	LUC Description	No of Units	Depth / Price/Units
903	MUNICPL	0	

No	Alt No	Direction/Street/City	Unit #
155-175		LEXINGTON ST, WALTHAM	

OWNERSHIP

Owner 1:	City of WALTHAM
Owner 2:	
Owner 3:	
Street 1:	610 MAIN ST.
Street 2:	

PREVIOUS OWNER

Twn/City:	WALTHAM	Chnryl	Own Occ:
St/Prov: <td>MA</td> <td></td> <td>Type:</td>	MA		Type:
Postal:	02452-5552		

NARRATIVE DESCRIPTION

This parcel contains 891,142 SQ. FT. of land mainly classified as MUNICPL with a GOVT BLDGS Building built about 1964, having primarily REIN CONCR Exterior and 1050 Square Feet, with 1 Unit, 0 Bath, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z	water			
o	Sewer			
n	Electri			
	Exmpt			
Census:				
Flood Haz:				
D	Topo			
s	Street	41	41	
t	Gas:			

LAND SECTION (First 7 lines only)

Use Code	LUC Description	No of Units	Depth / Price/Units
903	MUNICPL	0	

PROPERTY FACTORS

Use Code	LUC Description	No of Units	Depth / Price/Units
903	MUNICPL	0	

LAND SECTION (First 7 lines only)

Use Code	LUC Description	No of Units	Depth / Price/Units
903	MUNICPL	0	

PROPERTY FACTORS

Use Code	LUC Description	No of Units	Depth / Price/Units
903	MUNICPL	0	

LAND SECTION (First 7 lines only)

Use Code	LUC Description	No of Units	Depth / Price/Units
903	MUNICPL	0	

PROPERTY FACTORS

Use Code	LUC Description	No of Units	Depth / Price/Units
903	MUNICPL	0	

LAND SECTION (First 7 lines only)

Use Code	LUC Description	No of Units	Depth / Price/Units
903	MUNICPL	0	

EXTERIOR INFORMATION

Type: 50 - GOVT BLDGS
Sty Ht: 5 - 5
(Liv) Units: 1 Total: 4
Foundation: 06 - SLAB
Frame: 04 - FIREPRF STL
Prime Wall: 24 - REIN CONCR
Sec Wall: %

Roof Struct: 04 - FLAT
Roof Cover: 04 - TAR + GRAVEL
Color: BEIGE
View / Desir:

GENERAL INFORMATION

Grade: C - AVERAGE
Year Bilt: 1964 Eff Yr Bilt:
Alt LUC: Alt %:
Jurisdct: Fact:
Const Mod:
Lump Sum Adj:

INTERIOR INFORMATION

Avg HUFL: STD
Prim Int Wat 05 - MINIMUM
Sec Int Wall:
Partiton: T - TYPICAL
Prim Floors: 12 - CONCRETE
Sec Floors: %

BATH FEATURES

Full Bath Rating:
A Bath Rating:
3/4 Bath Rating:
A 3QBth Rating:
1/2 Bath Rating:
A HBth Rating:
OthrFbx Rating:

OTHER FEATURES

Kits:
A Kits:
Fppl:
WSFlue:
CONDO INFORMATION
Location:
Total Units:
Floor:
% Own:
Name:

DEPRECIATION

Phys Cond: AV - Average 30%
Functional:
Economic:
Special:
Override:
Total: 30%

REMODELING

Exterior:
Interior:
Additions:
Kitchen:
Baths:
Plumbing:
Electric:
Heating:
General:

RES BREAKDOWN

No Unit RMS BRS FL
Totals RMS: BRS: Baths: HB

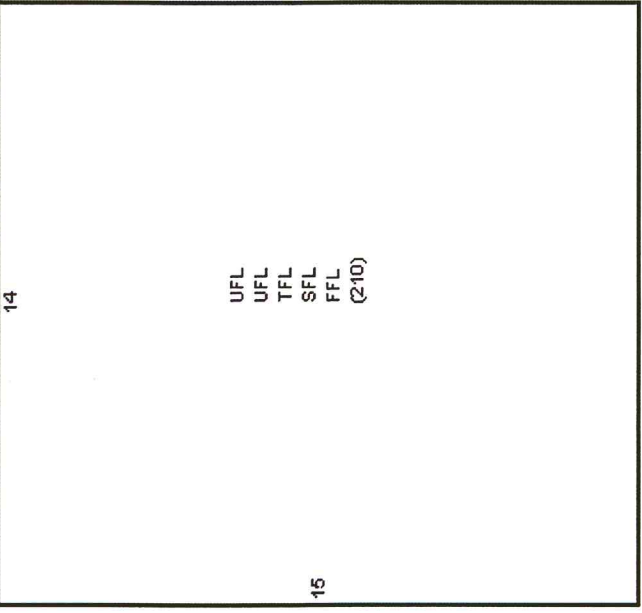
COMMENTS

LOT # 165 LEXINGTON STREET : 165
LEXINGTON STREET COMBINED WITH PARCEL
51-2-18; SURROUNDED BY LOCKED FENCE,
VISIBLY INSP.. EST. (FIRE TRAINING TOWER).

RESIDENTIAL GRID

1st Res Grid Desc: # Units
Level FY LR DR D K FR RR BR FB HB L O
Other:
Upper:
Lvl 2:
Lvl 1:
Lower:
Totals RMS: BRS: Baths: HB

SKETCH



14

15

UFL
UFL
TFL
SFL
FFL
(2*10)

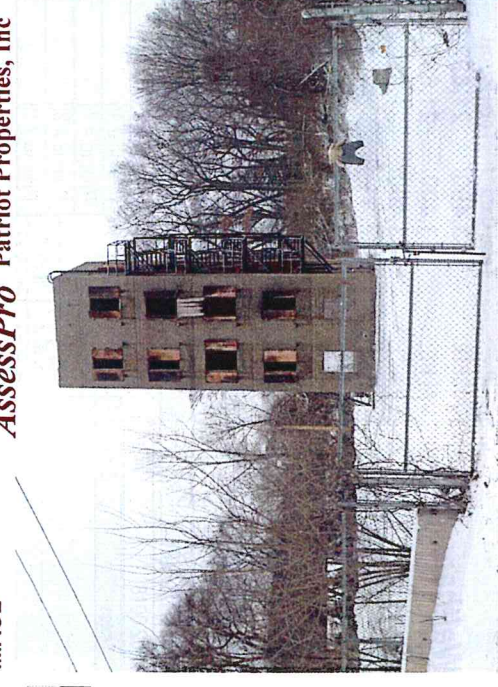
SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value	Sub Area	% Usbl	Descrp	% Type
UFL	UPPER FLOOR	420	110.870	46,566				
FFL	FIRST FLOOR	210	110.870	23,283				
SFL	SECOND FLOOR	210	110.870	23,283				
TFL	THIRD FLOOR	210	110.870	23,283				
Totals		1050	1050	116,415				

SUB AREA DETAIL

Code	Description	Area - SQ	Rate - AV	Undepr Value	Sub Area	% Usbl	Descrp	% Type
UFL	UPPER FLOOR	420	110.870	46,566				
FFL	FIRST FLOOR	210	110.870	23,283				
SFL	SECOND FLOOR	210	110.870	23,283				
TFL	THIRD FLOOR	210	110.870	23,283				
Totals		1050	1050	116,415				

IMAGE



AssessPro Patriot Properties, Inc

COMPARABLE SALES

Rate	Parcel ID	Typ	Date	Sale Price

CALC SUMMARY

Basic \$ / SQ: 100.00
Size Adj.: 1.29999995
Const Adj.: 0.85286242
Adj \$ / SQ: 110.872
Other Features: -1000
Grade Factor: 1.00
NBHD Int: 1.00000000
NBHD Mod:
LUC Factor: 1.00
Adj Total: 115416
Depreciation: 34625
Depreciated Total: 80791

MOBILE HOME

Make: Model: Year: Color:

SPEC FEATURES/YARD ITEMS

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB	Fa	Appr Value	JCod	JrFact	Juris. Value
30	FIRE ESC	M	S	1	15		A	AV	1964	750.00	B	30	903	1		2,600			2,600
Total Yard Items:																			2,600
Total Special Features:																			2,600
Total:																			2,600

PARCEL ID R051 002 0018

More: N

Total Yard Items: 2,600

Total Special Features: 2,600

Total: 2,600



PROPERTY LOCATION
 No: 155-175 Direction/Street/City: LEXINGTON ST, WALTHAM
OWNERSHIP
 Owner 1: CITY OF WALTHAM
 Owner 2:
 Owner 3:
 Street 1: 610 MAIN ST.
 Street 2:
 Twn/City: WALTHAM
 St/Prov: MA Cntry
 Postal: 02452-5552
 Own Occ: Type:

IN PROCESS APPRAISAL SUMMARY
 Use Code: 903 Land Size: 0.000 Building Value: 1,488,900 Total Value: 1,488,900
 Land Value: 1,488,900
 Total Card: 1,488,900 Entered Lot Size: 1,488,900
 Total Parcel: 20,458 2,247,700 13,900 19,430,900 21,692,500
 Source: Market Adj Cost Total Value per SQ unit /Card: 78.03 /Parcel: 777.34

PREVIOUS ASSESSMENT
 Tax Yr: Use: Cat: Bldg Value: Yrd Items: Land Size: Land Value: Total Value: Asses'd Value: Date
 R051 002 0018
PREVIOUS OWNER
 Owner 1:
 Owner 2:
 Street 1:
 Twn/City:
 St/Prov: Cntry
 Postal:

NARRATIVE DESCRIPTION
 This parcel contains 891,142 SQ. FT. of land mainly classified as MUNICIPAL with a GOVT BLDGS Building built about 1964, having primarily BRICK Exterior and 19080 Square Feet, with 1 Unit, 2 Baths, 0 3/4 Bath, 2 HalfBaths, 0 Rooms, and 0 Bdrm.
OTHER ASSESSMENTS
 Code: Description/No: Amount: Com. Int:

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Price	V	Tst	Verif	Notes
								PAT ACCT.

PREVIOUS ASSESSMENT

Parcel ID	Notes
R051 002 0018	

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Price	V	Tst	Verif	Notes
								PAT ACCT.

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z	water			
o	Sewer			
n	Electri			
	Exmpt			
	Flood Haz:			
D	Topo			
s	Street	41	41	
t	Gas:			

ACTIVITY INFORMATION

Date	Result	By	Name
1/21/2014	MEASURED	406	ROBBIE MCLAU

BUILDING PERMITS

Date	Number	Descr	Amount	C/O	Last Visit	Fed Code	F. Descr	Comment

LAND SECTION (First 7 lines only)

Use Code	LUC Description	Fact	No of Units	Depth / Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Mod	Neigh Influ	Inf1 %	Inf2 %	Inf3 %	Appraised Value	Alt Class	Spec Land	J Code	Fact	Use Value	Notes	
903	MUNICIPAL		0	SQ. FT.	SITE			0	0.00	CG	1.00													

OTHER ASSESSMENTS

Code	Description/No	Amount	Com. Int

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z	water			
o	Sewer			
n	Electri			
	Exmpt			
	Flood Haz:			
D	Topo			
s	Street	41	41	
t	Gas:			

LAND SECTION (First 7 lines only)

Use Code	LUC Description	Fact	No of Units	Depth / Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Mod	Neigh Influ	Inf1 %	Inf2 %	Inf3 %	Appraised Value	Alt Class	Spec Land	J Code	Fact	Use Value	Notes	
903	MUNICIPAL		0	SQ. FT.	SITE			0	0.00	CG	1.00													

OTHER ASSESSMENTS

Code	Description/No	Amount	Com. Int

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z	water			
o	Sewer			
n	Electri			
	Exmpt			
	Flood Haz:			
D	Topo			
s	Street	41	41	
t	Gas:			

LAND SECTION (First 7 lines only)

Use Code	LUC Description	Fact	No of Units	Depth / Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Mod	Neigh Influ	Inf1 %	Inf2 %	Inf3 %	Appraised Value	Alt Class	Spec Land	J Code	Fact	Use Value	Notes	
903	MUNICIPAL		0	SQ. FT.	SITE			0	0.00	CG	1.00													

OTHER ASSESSMENTS

Code	Description/No	Amount	Com. Int

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z	water			
o	Sewer			
n	Electri			
	Exmpt			
	Flood Haz:			
D	Topo			
s	Street	41	41	
t	Gas:			

LAND SECTION (First 7 lines only)

Use Code	LUC Description	Fact	No of Units	Depth / Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Mod	Neigh Influ	Inf1 %	Inf2 %	Inf3 %	Appraised Value	Alt Class	Spec Land	J Code	Fact	Use Value	Notes	
903	MUNICIPAL		0	SQ. FT.	SITE			0	0.00	CG	1.00													

EXTERIOR INFORMATION

Type: 50 - GOVT BLDGS
 Sty Ht: 2 - 2
 (Liv) Units: 1 Total: 4
 Foundation: 01 - CONCRETE
 Frame: 02 - STEEL
 Prime Wall: 07 - BRICK
 Sec Wall: %
 Roof Struct: 04 - FLAT
 Roof Cover: 11 - MEMBRANE
 Color:
 View / Desir:

GENERAL INFORMATION

Grade: C - AVERAGE
 Year Blt: 1964 Eff Yr Blt:
 Alt LUC: Alt %:
 Jurisdic: Fact:
 Const Mod:
 Lump Sum Adj:

INTERIOR INFORMATION

Avg HVFL:
 Prim Int Wal 01 - DRYWALL
 Sec Int Wall: %
 Partition: A - TYPICAL
 Prim Floors: 05 - LINOVINYL
 Sec Floors: %

BATH FEATURES

Full Bath: 2 Rating: Average
 A Bath: Rating:
 3/4 Bath: Rating:
 A 3/4Bth: Rating:
 1/2 Bath: 2 Rating: Average
 A HBth: Rating:
 Othr Fix: 47 Rating: Average
OTHER FEATURES
 KIts: 1 Rating: Average
 A KIts: Rating:
 Fpl: Rating:
 WSFlue: Rating:
CONDO INFORMATION
 Location:
 Total Units:
 Floor:
 % Own:
 Name:

DEPRECIATION

Phys Cond: AV - Average 30%
 Functional: %
 Economic: %
 Special: %
 Override: %
 Total: 30%

COMMENTS

LOT # 165 LEXINGTON STREET : 165
 LEXINGTON STREET COMBINED WITH PARCEL
 51-2-18. POLICE STATION.

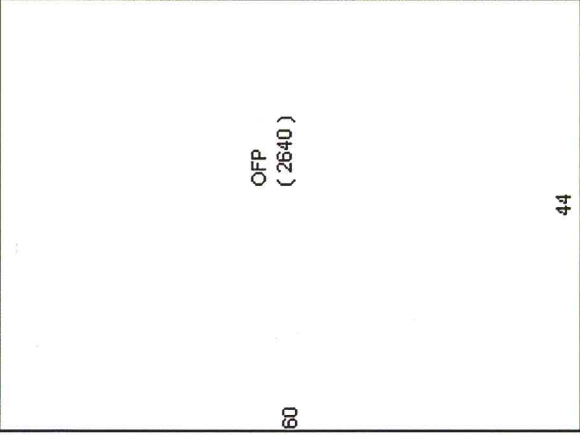
RESIDENTIAL GRID

1st Res Grid Desc: # Units
 Level FY LR DR D K FR RR BR FB HB L O
 Other:
 Upper:
 Lvl 2:
 Lvl 1:
 Lower:
 Totals RMS: BRs: Baths: 2 HB: 2

REMODELING

Exterior:
 Interior:
 Additions:
 Kitchen:
 Baths:
 Plumbing:
 Electric:
 Heating:
 General:
RES BREAKDOWN
 No Unit RMS BRS FL
 Totals

SKETCH



EXTERIOR INFORMATION

Type: 50 - GOVT BLDGS
 Sty Ht: 2 - 2
 (Liv) Units: 1 Total: 4
 Foundation: 01 - CONCRETE
 Frame: 02 - STEEL
 Prime Wall: 07 - BRICK
 Sec Wall: %
 Roof Struct: 04 - FLAT
 Roof Cover: 11 - MEMBRANE
 Color:
 View / Desir:

GENERAL INFORMATION

Grade: C - AVERAGE
 Year Blt: 1964 Eff Yr Blt:
 Alt LUC: Alt %:
 Jurisdic: Fact:
 Const Mod:
 Lump Sum Adj:

INTERIOR INFORMATION

Avg HVFL:
 Prim Int Wal 01 - DRYWALL
 Sec Int Wall: %
 Partition: A - TYPICAL
 Prim Floors: 05 - LINOVINYL
 Sec Floors: %

EXTERIOR INFORMATION

Type: 50 - GOVT BLDGS
 Sty Ht: 2 - 2
 (Liv) Units: 1 Total: 4
 Foundation: 01 - CONCRETE
 Frame: 02 - STEEL
 Prime Wall: 07 - BRICK
 Sec Wall: %
 Roof Struct: 04 - FLAT
 Roof Cover: 11 - MEMBRANE
 Color:
 View / Desir:

GENERAL INFORMATION

Grade: C - AVERAGE
 Year Blt: 1964 Eff Yr Blt:
 Alt LUC: Alt %:
 Jurisdic: Fact:
 Const Mod:
 Lump Sum Adj:

INTERIOR INFORMATION

Avg HVFL:
 Prim Int Wal 01 - DRYWALL
 Sec Int Wall: %
 Partition: A - TYPICAL
 Prim Floors: 05 - LINOVINYL
 Sec Floors: %

COMMENTS

LOT # 165 LEXINGTON STREET : 165
 LEXINGTON STREET COMBINED WITH PARCEL
 51-2-18. POLICE STATION.

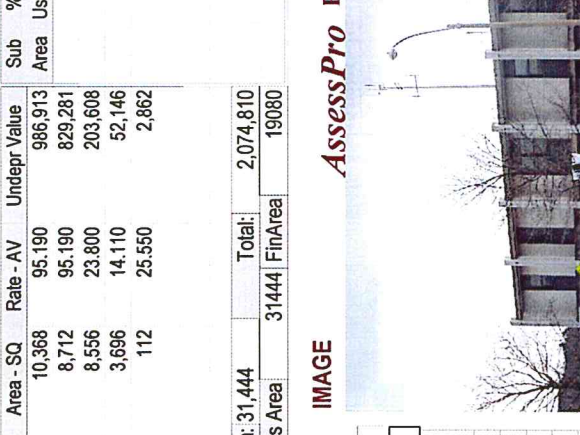
RESIDENTIAL GRID

1st Res Grid Desc: # Units
 Level FY LR DR D K FR RR BR FB HB L O
 Other:
 Upper:
 Lvl 2:
 Lvl 1:
 Lower:
 Totals RMS: BRs: Baths: 2 HB: 2

REMODELING

Exterior:
 Interior:
 Additions:
 Kitchen:
 Baths:
 Plumbing:
 Electric:
 Heating:
 General:
RES BREAKDOWN
 No Unit RMS BRS FL
 Totals

SKETCH



EXTERIOR INFORMATION

Type: 50 - GOVT BLDGS
 Sty Ht: 2 - 2
 (Liv) Units: 1 Total: 4
 Foundation: 01 - CONCRETE
 Frame: 02 - STEEL
 Prime Wall: 07 - BRICK
 Sec Wall: %
 Roof Struct: 04 - FLAT
 Roof Cover: 11 - MEMBRANE
 Color:
 View / Desir:

GENERAL INFORMATION

Grade: C - AVERAGE
 Year Blt: 1964 Eff Yr Blt:
 Alt LUC: Alt %:
 Jurisdic: Fact:
 Const Mod:
 Lump Sum Adj:

INTERIOR INFORMATION

Avg HVFL:
 Prim Int Wal 01 - DRYWALL
 Sec Int Wall: %
 Partition: A - TYPICAL
 Prim Floors: 05 - LINOVINYL
 Sec Floors: %

SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value
FFL	FIRST FLOOR	10,368	95.190	986,913
SFL	SECOND FLOOR	8,712	95.190	829,281
BMT	BASEMENT	8,556	23.800	203,608
GAR	GARAGE	3,696	14.110	52,146
OFF	OPEN PORCH	112	25.550	2,862
Net Sketched Area: 31,444		Total:		2,074,810
Size Ad	19080 Gross Area	31444 FinArea	19080	

SUB AREA DETAIL

Sub Area	Descr	%	Type	Qu	Ten
FFL	FIRST FLOOR				
SFL	SECOND FLOOR				
BMT	BASEMENT				
GAR	GARAGE				
OFF	OPEN PORCH				

IMAGE



AssessPro Patriot Properties, Inc

MOBILE HOME

SPEC FEATURES/YARD ITEMS

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB	Fa	Appr Value	JCod	JR-act	Juris. Value
<p>PARCEL ID: R051 002 0018</p> <p>Final Total: 1488900</p> <p>Before Depr: 95.19</p> <p>Val/Su Net: 47.35</p> <p>Val/Su SzAd 78.03</p>																			
<p>WtAv\$/SQ: AvRate: Ind.Val</p> <p>Juris. Factor: Before Depr: 95.19</p> <p>Special Features: 0 Val/Su Net: 47.35</p> <p>Final Total: 1488900 Val/Su SzAd 78.03</p>																			
<p>MOBILE HOME Make: Model: Serial # Year:</p>																			
<p>SPEC FEATURES/YARD ITEMS</p>																			
<p>Total: Total Special Features: Total Yard Items:</p>																			



IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yrd Items	Land Value	Total Value
903	0.000	57,700	13,900	71,600	71,600
Total Card	0.000	57,700	13,900	71,600	71,600
Total Parcel	20.458	2,247,700	13,900	19,430,900	21,692,500
Source: Market Adj Cost	Total Value per SQ unit /Card: N/A		/Parcel: 777.34		

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date

USER DEFINED

Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
PRINT	
Date	Time
12/28/21	13:14:09
LAST REV	
Date	Time
03/04/15	10:04:59
apno	

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Price	V	Tst	Verif	Notes

TAX DISTRICT

PAT ACCT.

BUILDING PERMITS

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F. Descrp	Comment

ACTIVITY INFORMATION

Date	Result	By	Name

Sign: VERIFICATION OF VISIT NOT DATA

PROPERTY LOCATION

No	Alt No	Direction/Street/City
155		LEXINGTON ST, WALTHAM

OWNERSHIP

Owner 1:	CITY OF WALTHAM	
Owner 2:		
Owner 3:		
Street 1:	610 MAIN ST.	
Street 2:		
Twn/City:	WALTHAM	
St/Prov:	MA	Cntry
Postal:	02452-5552	

PREVIOUS OWNER

Owner 1:		Own Occ:	
Owner 2:		Type:	
Street 1:			
Twn/City:			
St/Prov:		Cntry	
Postal:			

NARRATIVE DESCRIPTION

This parcel contains 891,142 SQ. FT. of land mainly classified as MUNICPL with a GOVT BLDGS Building built about 1964, having primarily N/A Exterior and Square Feet, with 1 Unit, 2 Baths, 0 3/4 Bath, 2 HalfBaths, 0 Rooms, and 0 Bdrms.

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
Z		water				
o		Sewer				
n		Electri				
		Exmpt				
		Topo				
		Street	41			41
		Gas:				

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh Infl	Neigh Mod	Infl 1 %	Infl 2 %	Infl 3 %	Appraised Value	Alt Class	Spec Land	J Code	Fact	Use Value	Notes	
903	MUNICPL		0		SQ. FT.	SITE		0	0.00	CG	1.00												

Total AC/HA:	0.00000	Total SF/SW:	0	Parcel LUC:	903	MUNICPL	Prime NB Desc	COM GD	Total:	Spl Credit	Total:
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EXTERIOR INFORMATION

Type: 50 - GOVT BLDGS
Sty Ht: 2 - 2
(Liv) Units: 1 Total: 4
Foundation: 02 - CONC BLK
Frame: 02 - STEEL
Prime Wall:
Sec Wall:
Roof Struct: 04 - FLAT
Roof Cover: 11 - MEMBRANE
Color:
View / Desir:

BATH FEATURES

Full Bath: 2 Rating: Average
A Bath: Rating:
3/4 Bath: Rating:
A 3QBth Rating: Average
1/2 Bath: 2 Rating: Average
A HBth: Rating:
OtherFix: 47 Rating: Average
OTHER FEATURES
Kits: 1 Rating: Average
A Kits: Rating:
Frp: Rating:
WSFlue: Rating:

CONDO INFORMATION

Location:
Total Units:
Floor:
% Own:
Name:

DEPRECIATION

Phys Cond: AV - Average 30.0%
Functional: %
Economic: %
Special: %
Override: %
Total: 30.0%

CALC SUMMARY

Basic \$ / SQ: 100.00
Size Adj.: 1.00000000
Const Adj.: 1.07099998
Adj \$ / SQ: 107.100
Other Features: 45500
Grade Factor: 1.00
NBHD Inf: 1.00000000
NBHD Mod:
LUC Factor: 1.00
Adj Total: 82490
Depreciation: 24747
Depreciated Total: 57743

COMMENTS

LOT # 165 LEXINGTON STREET : 165
LEXINGTON STREET COMBINED WITH PARCEL
51-2-18.

RESIDENTIAL GRID

1st Res Grid Desc:
Level FY LR DR D K FR RR BR FB HB L O
Other
Upper
Lvl 2
Lvl 1
Lower
Totals RMs: BRs: Baths: 2 HB: 2

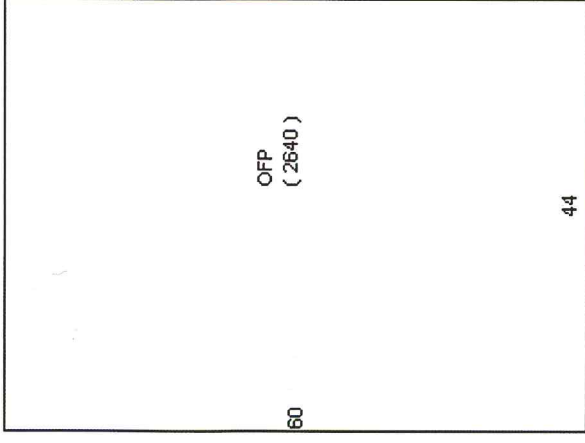
REMODELING

Exterior:
Interior:
Additions:
Kitchen:
Baths:
Plumbing:
Electric:
Heating:
General:
Totals

RES BREAKDOWN

No Unit RMS BRS FL

SKETCH



EXTERIOR INFORMATION

Type: 50 - GOVT BLDGS
Sty Ht: 2 - 2
(Liv) Units: 1 Total: 4
Foundation: 02 - CONC BLK
Frame: 02 - STEEL
Prime Wall:
Sec Wall:
Roof Struct: 04 - FLAT
Roof Cover: 11 - MEMBRANE
Color:
View / Desir:

BATH FEATURES

Full Bath: 2 Rating: Average
A Bath: Rating:
3/4 Bath: Rating:
A 3QBth Rating: Average
1/2 Bath: 2 Rating: Average
A HBth: Rating:
OtherFix: 47 Rating: Average
OTHER FEATURES
Kits: 1 Rating: Average
A Kits: Rating:
Frp: Rating:
WSFlue: Rating:

CONDO INFORMATION

Location:
Total Units:
Floor:
% Own:
Name:

DEPRECIATION

Phys Cond: AV - Average 30.0%
Functional: %
Economic: %
Special: %
Override: %
Total: 30.0%

CALC SUMMARY

Basic \$ / SQ: 100.00
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Level FY LR DR D K FR RR BR FB HB L O
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Lvl 2
Lvl 1
Lower
Totals RMs: BRs: Baths: 2 HB: 2

REMODELING

Exterior:
Interior:
Additions:
Kitchen:
Baths:
Plumbing:
Electric:
Heating:
General:
Totals

RES BREAKDOWN

No Unit RMS BRS FL

COMMENTS

LOT # 165 LEXINGTON STREET : 165
LEXINGTON STREET COMBINED WITH PARCEL
51-2-18.

RESIDENTIAL GRID

1st Res Grid Desc:
Level FY LR DR D K FR RR BR FB HB L O
Other
Upper
Lvl 2
Lvl 1
Lower
Totals RMs: BRs: Baths: 2 HB: 2

REMODELING

Exterior:
Interior:
Additions:
Kitchen:
Baths:
Plumbing:
Electric:
Heating:
General:
Totals

RES BREAKDOWN

No Unit RMS BRS FL

SUB AREA				SUB AREA DETAIL			
Code	Description	Area - SQ	Rate - AV	Undepr Value	Sub Area	Usbl	%
OFF	OPEN PORCH	2,640	14,010	36,990			
Net Sketched Area: 2,640		Total:		36,990			
Size Ad	Gross Area	2640	FinArea	0			

IMAGE

AssessPro Patriot Properties, Inc

MOBILE HOME																			
SPEC FEATURES/YARD ITEMS																			
Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCod	JFact	Juris. Value	
53	BUNKER	D	Y	1	50x96	A	AV	1964	4.81	T	40	903	1.		13,900			13,900	
Total Yard Items: 13,900																Total Special Features: 13,900		Total: 13,900	

ATTACHMENT I

DCAMM OPM Guidelines



The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management
One Ashburton Place
Boston, Massachusetts 02108

Tel: (617) 727-4050

Fax: (617) 727-5363

OWNER'S PROJECT MANAGER GUIDELINES – M.G.L. c. 149, §44A1/2

Effective on July 19, 2004, Chapter 193 of the Acts of 2004 inserted a new provision into M.G.L. c. 149, § 44, which governs public building procurement. The new provision, M.G.L. c 149, §44A ½, **requires** public awarding authorities to engage the services on an Owner's Project Manager on all building projects estimated to cost \$1.5 million or more*. The law requires that the Owner's Project Manager (OPM) be hired before the project designer, meet required minimal qualification standards, and be selected through a "qualifications based" selection process. The OPM acts as the awarding authorities agent and consultant throughout the project from design through completion and must be completely independent from the designer, general contractor and any sub-contractors involved in the project at all times. The law provides a listing of the minimally required duties of the OPM as follows:

The duties of the owner's project manager shall include, but need not be limited to, providing advice and consultation with respect to design, value engineering, scope of the work, cost estimating, general contractor and subcontractor prequalification pursuant to section 44D ½ or 44D ¾ when applicable, scheduling, construction and the selection, negotiation with and oversight of a designer and a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluation of the performance of the design professional, contractors, and subcontractors.

Attached to this document is a matrix providing guidance on the role of the OPM through the different phases of a project. Those roles that are mandated by the law appear in bold and consist of "advice and consultation" in each of the areas. The law lays out minimal mandated roles and awarding authorities should carefully consider what other roles/tasks the OPM can provide to help ensure a successful project. Additional tasks and responsibilities that should be considered appear on the matrix but are not in bold. If the awarding authority determines that some of the non-mandatory tasks and responsibilities will be delegated to persons or entities other than the OPM they should first determine whether those persons or entities are qualified by experience to undertake the tasks.

OPM Selection and Qualifications

As stated above the law requires a “qualifications based” selection process, similar to a designer selection process that focuses on qualifications as opposed to lowest price. The law sets forth minimum qualifications standards for the OPM that require the OPM be a registered architect or professional engineer and have at least five (5) years of relevant experience in the construction and supervision of construction of buildings. In the event the OPM is not a registered architect or professional engineer they must have at least seven (7) years of relevant experience in the construction and supervision of construction of buildings. These are truly minimal requirements and awarding authorities will want to ensure they retain a highly qualified and experienced OPM to serve as their agent and consultant. Awarding authorities should carefully review OPM applicants to ensure they have significant relevant experience in the supervision of construction of the type and complexity necessary for the project. It is critical that the selected OPM be identified as an individual within a firm and that the identified individual meets, and preferably exceeds, the minimum qualifications. In evaluating applicants due consideration should be given to the potential OPM’s personal experience, skills, existing work load, staff available for back-up and assistance, and prior direct experience providing services in both the mandatory tasks and any other additional tasks the awarding authority requires. In particular if the project is undertaken as a CM at Risk project the OPM should have prior experience with the unique aspects of CM at Risk projects including, but not limited to, GMP negotiation and “open book” cost review. The selected OPM as an individual will be intimately involved in the project and bears the ultimate responsibility of providing the required OPM services to the Awarding Authority.

* The law allows a public agency to assign an existing employee to serve as its OPM provided that the designated employee meets or exceeds the minimum qualifications set forth for retaining a private sector project manager and “has experience in the construction and supervision of construction of building of similar size and scope of complexity as the project” to which the existing employee would be assigned.

GUIDELINES- ROLE OF OWNER’S PROJECT MANAGER UNDER M.G.L. c. 149, § 44A1/2

(APPLICABLE TO ALL PROJECTS OVER \$1.5 MILLION PROCURED UNDER M.G.L. c. 149, §44A-J and M.G.L. c. 149A)

- **Owner’s Project Manager (OPM) Role of “Advice and Consultation” in these areas is REQUIRED by MGL c. 149, § 44A1/2, required role items appear in bold with an asterick**
- ***Roles applicable to CM at Risk Projects only appear in italics***
- (A&C) = Advice and Consultation

	PRE-DESIGN PHASE	DESIGN PHASE	CONSTRUCTION PROCUREMENT	CONSTRUCTION PHASE	POST-CONSTRUCTION PHASE
TASK					
SELECTION	<ul style="list-style-type: none"> • Designer Selection * • Designer Negotiations* • Site Selection (A&C) • Coordination of Participation by Stakeholders and other Parties • Project Delivery Method (A&C) • Drafting of Designer Selection Materials (A&C) • Design Contracts (A&C) • Procurement of other necessary consultants (A&C) 	<ul style="list-style-type: none"> • <i>CM Selection Process*</i> • <i>CM Negotiation, Including Pre-Construction & GMP*</i> 	<ul style="list-style-type: none"> • General Contractor Bid Process * • Subcontractor Bid Process* • Prequalification of bidders* (when required or selected) • <i>Prequalification of CM & Trade Contractors*</i> • <i>CM Selection Process*</i> • <i>Trade Contractor Bid Process*</i> • <i>CM Negotiation, Including Pre-Construction & GMP*</i> • Attend Pre-Bid Meetings • Construction Contracts (A&C) • Bid Protests (A&C) 	<ul style="list-style-type: none"> • Procurement of furniture, fixtures & equipment (A&C) • On-Site Clerk or Resident Engineer Selection (A&C) • Commissioning Consultant(s) Selection (A&C) 	<ul style="list-style-type: none"> • Procurement of utilities, services, staff and contracts for building operation and maintenance (A&C)

PROJECT MANAGEMENT	• Overall Project Oversight*					
	• Designer Oversight *					
	• Designer Negotiation*					
	• Coordination of Consultant Reports & Recommendations A&C	• Design*			• Contractor Oversight *	• Designer Evaluation*
	• Overall Team Leadership as Owner's PM	• Designer Evaluation*			• CM Oversight*	
	• Monthly Status Reports to Owner on Project				• Contractor & Sub Evaluation*	
	• Establish Schedule (A&C)	• Permit Planning (A&C)	• Permitting Process (A&C)			• Regular Reports to Owner on all Aspects of Project
	• Establish Design Criteria (A&C)	• <i>Establish CM Preconstruction Services Scope</i>			• Oversee the Provision of on site Clerk or Resident Engineer Services i.e. daily logs, monitoring progress & quality, tracking submittals, coordinating testing & inspections	• Provide Support & Assistance in any Claims Related Matters or Litigation
	• Establish Project Scope (A&C)	• <i>CM Oversight preconstruction services</i>			• Monitor Storage & Protection of Owner Purchased Materials, Furniture & Equipment	
		• Coordination Meetings				
	• Design Document Review					

COST MANAGEMENT	<ul style="list-style-type: none"> • Cost Estimating * • Monitor total project budget • Review all project related invoices • Develop Total Project Budget and Establish Proposed Expenditures • Secure Funding (A&C) • Implement Controls for Project Budget 	<ul style="list-style-type: none"> • Value Engineering Building Systems & Design* • Cost Modeling for Alternative Solutions & Designs • <i>On CM Projects Coordinate "Open Book" Accounting process</i> 	<ul style="list-style-type: none"> • Analysis of Costs of Bids Bidders & Recommendations (A&C) • <i>Analysis of Costs of CM Proposals & Firms & Recommendations (A&C)</i> • Establish Cost Control mechanisms 	<ul style="list-style-type: none"> • Monitor & Assess Progress Payments • Assist Designer in Review & Approval of Requisitions (A&C) • Monitor Time & Material Activities • Demands for Direct Payment (A&C) 	<ul style="list-style-type: none"> • Closure of Project Accounts (A&C) • Monitor Project Audit • Provide Operation Cost Projects & Analysis of Alternative Contracts

TIME MANAGEMENT	<ul style="list-style-type: none"> • Time Scheduling * • Develop & Monitor Master Project Schedule & Advise on Schedule issues • Develop Preliminary Schedule for all Design & Consultant Processes & Services 	<ul style="list-style-type: none"> • Review Schedule Updates • Insure Designers and Consultants Meet Schedule Dates, Provide Timeline, CPM Risk Analysis and Mitigation Strategies 	<ul style="list-style-type: none"> • Insure Designers, Consultants & Contractor Meet Schedule Dates, Provide Timeline, CPM Risk Analysis and Mitigation Strategies 	<ul style="list-style-type: none"> • Develop & Monitor Warranty Period Assessments & Work Until Handed Over to Facility Operational Staff

CONTRACT ADMINISTRATION	<ul style="list-style-type: none"> • Maintain Project Communications & collect all project documentation • Attend all Project Meetings as Owner's Rep. • Attend & Present on Project at Public Meetings & Forums • Maintain & Track Certificates of Insurance, Bonds, etc from designer, contractors & others • Expedite Activities & Meetings to Achieve Timely Project Flow • Establish Document Control System • Establish procedures for reviews, approval, changes, etc. 	<ul style="list-style-type: none"> • <i>Oversee & Monitor Designer's Compliance with MBE/WBE Requirements</i> • <i>Oversee & monitor CM's Compliance with MBE/WBE Requirements</i> 		<ul style="list-style-type: none"> • Monitor Project Change Log & advise Owner of Status & Financial Implications • Proposed Change Requests (A&C) • Monitor Document Control System for Submittals & RFIs (A&C) • Claims for Additional Time or Cost (A&C) • <i>Oversee & Monitor Contractor's Compliance with MBE/WBE Requirements</i> • <i>Oversee & Monitor Contractor's Compliance with Prevailing Wage submissions</i> <p>Assist in Development of Punchlists & Monitor Completion of Punchlist Items</p>	<ul style="list-style-type: none"> • Insure Warranties, As-Builts, O&M Manuals etc. are provided to Owner • Manage & Control Storage & Turnover of All Project Related Records including As Builts, Record Drawings, Warranties & O&M Manuals to Owner • Monitor Status & Completion of Punchlist Items • Commissioning (A&C) • Commissioning Post-Occupancy Evaluation (A&C)
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QUALITY AND SAFETY MANAGEMENT	<ul style="list-style-type: none"> • Programming Uses & Design Parameters (A&C) 	<ul style="list-style-type: none"> • Feasibility, Constructability, Labor & Materials Availability (A&C) • Develop & Administer Construction Mitigation Plan re: abutters • Review & Advise on Design Issues/Problems 	<ul style="list-style-type: none"> • Monitor Quality Assurance Program during Construction (A&C) • Ensure & Monitor the Development & Administration of Construction Mitigation Plan re abutters 	<ul style="list-style-type: none"> • Ensure & Monitor Building Systems & Utilities are Tested & Operating 	<ul style="list-style-type: none"> • Ensure & Monitor Contractor's Final Testing Training & Start-Up of Systems & Utilities
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OPM (Owners Project Manager) SERVICES PRICE SHEET

(Place in a separate sealed envelope marked with the title of the project and the name of your company).

My company offers the not to exceed, fixed,

Base Price: \$: _____

Price for construction administration \$: _____

Total: \$: _____

My Company Acknowledges receipt of addenda #: _____.

Company: _____

Authorized Signature: _____

Print Name: _____

Phone: _____, **Date:** _____

E-Mail Address: _____