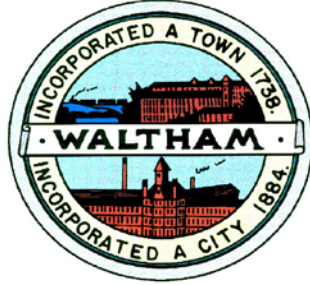


# The City of Waltham



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

**DESIGN for the Improvement  
of Prospect Hill Park**

314 Totten Pond Road, Waltham

The bid opening will be held: **10.00AM Wednesday June 27, 2018**

Pre Bid Meeting and Project Briefing: **4.00 PM Tuesday June 19, 2018**

(Meet on Site at 314 Totten Pond Road, Waltham)

Last Day for Written Questions: **12 Noon Wednesday June 20, 2018**

(Via E-Mail Only to [jpedulla@city.waltham.ma.us](mailto:jpedulla@city.waltham.ma.us))

# **Table of Contents:**

- **Invitation to Bid**
- **Intent of the Project**
- **Agreement**
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- **General Conditions**
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- **Bid Price**

# **Invitation to Bid**

# The City of Waltham

## Purchasing Department

### REQUEST FOR Proposal (RFP)

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

### **DESIGN for the Improvement of Prospect Hill Park**

314 Totten Pond Road, Waltham

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

**10.00 AM Wednesday June 27, 2018**

Pre Bid Meeting and Project Briefing: **4.00 PM Tuesday June 19, 2018**

(Meet on Site at 210 Waverly Oaks Rd, Waltham)

Last Day for Written Questions: **12 Noon Wednesday June 20, 2018**

(Via E-Mail Only to [jpedulla@city.waltham.ma.us](mailto:jpedulla@city.waltham.ma.us))

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

Specifications and information available on line by visiting the Waltham Purchasing Department web site at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids)

**BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED BID FOR:  
DESIGN for the Improvement of Prospect Hill Park**

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

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

# Intent of Project

The City of Waltham is requesting professional services to design and prepare construction documents for public bid and provide construction administration to implement recommended improvements of Prospect Hill Park located at 314 Totten Pond Road, Waltham

**AGREEMENT**

**CITY OF WALTHAM**

**ARTICLE 1.** This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

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\_\_\_\_\_ hereinafter called the CONTRACTOR.

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

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

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

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

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

**CITY OF WALTHAM, MASSACHUSETTS**

**FOR THE CITY**

\_\_\_\_\_  
Jeannette A. McCarthy, MAYOR,  
City of Waltham  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Nick Abruzzi, Director, Parks & Recreation  
Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph Pedulla, Purchasing Agent  
Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Centofanti, Auditor  
Date: \_\_\_\_\_

I CERTIFY THAT SUFFICIENT FUNDS  
ARE AVAILABLE FOR THIS CONTRACT

**FOR THE COMPANY**

\_\_\_\_\_  
CONTRACTOR (Signature),  
Date: \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

# Instructions



## INSTRUCTIONS FOR BIDDERS

### 1. READ ALL DOCUMENTS.

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

### 2. FORMS AND ATTACHMENTS.

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

### 3. PRINTED OR TYPED RESPONSE.

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

### 4. CORRECTIONS.

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

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

### 5. PRICE IS ALL FIXED AND INCLUSIVE.

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

### 6. PRICE DISCREPANCY *(if applicable)*

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

### 7. EXCEPTIONS

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

### 8. BID DEPOSITS *(if applicable)*

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such

security shall be retained by the city as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

**9. WITHDRAW.**

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

**10. AWARD.**

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

**11. EVALUATION AND RANKING OF PROPOSALS:**

Each proposal shall be reviewed by a selection committee comprised of at least three members. Proposals will be evaluated upon the basis of the evaluation criteria for selection set forth and other appropriate factors. Submissions will then be ranked in the order of qualification. The first, second and third ranked proposals will be further reviewed and evaluated, including reference checks, by the committee. This further review and evaluation may include interviews and the opportunity to provide additional information to the committee.

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

- a) **Cost. (40 points).** Appropriateness, reasonableness and competitiveness of the cost proposal, including hourly charges for personnel and responsiveness to cost information requirements. Costs associated with enhancements and/or deletions to the Scope of Services may be considered under this criterion.
- b) **Qualifications of key personnel. (20 points).** The identity and qualifications of key personnel, team members and sub-consultants available to work on this project, including their expected project assignments. The quality (appropriateness, capability and relevant project experience) of key personnel and continuity of the project team, key personnel and sub-consultants throughout the project.
- c) **Similar experience/past performance on similar projects. (20 points).** The proposer's prior similar experience, including the work which best illustrates the team's most relevant experience, ability and expertise to perform the services requested in this RFP; and the proposer's past performance on similar projects,

ongoing and completed within the past five years. The committee will review project descriptions and references from 3 communities in Massachusetts for systems of similar in size and complexity where the consultant has performed services similar to those included in this request.

- d) **Technical Approach, Capacity, Management Approach. (20 points).** The quality, completeness and methodology of the technical approach envisioned for the project in response to the Scope of Services. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete required services; its absence of conflicting commitments to concurrent projects; and its scheduling. The clarity, completeness and effectiveness of the proposed organizational structure and the proposed management approach required to successfully manage this project. The demonstrated ability of the team to work together effectively, to maintain schedule and cost control on this project, to resolve resource constraints, and to interact effectively with City of Waltham operations and staff.

**12. AWARD CRITERIA.**

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

**13. DISCOUNTS.**

Discounts for prompt payments will be considered when making awards.

**14. TAX EXEMPT.**

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

**15. SAMPLES (if applicable).**

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

**16. ACTIVE VENDOR LIST.**

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

**17. FUNDS APPROPRIATION.**

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

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

**19. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION,** are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.

**20. STANDARD OF QUALITY.**

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

**21. MODIFICATION.**

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

**22. ASSIGNMENT.**

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

**23. DELIVERIES (if applicable):**

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

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

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

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

**24. LABELING. (if applicable):**

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

**25. GUARANTEES (if applicable):**

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

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

**26. SINGLE VENDOR.**

The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of theWaltham Purchasing Department.

**27. CHANGE ORDERS.**

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

**28. BID OPENING INCLEMENT WEATHER**

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

**29. TIE BREAK**

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

# **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

**1. INFORMATION**

All information shall come from the Office of the City Purchasing Agent. The Contractor shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

**2. SUITS**

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

**3. LAWS AND REGULATIONS**

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

**4. PROTECTION OF PROPERTY**

The Contractor shall take all proper precautions to protect the City's property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

**5. PROTECTION OF PERSONS**

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

**6. CONTRACT DURATION.**

This contract is for the completion of the 90 days design period plus the construction administration period and final acceptance of the project by the City.



7. **INSURANCE**

A. **WORKMAN’S COMPENSATION:** The Contractor shall provide insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor. Contractors shall provide insurance on a primary basis and the contractor’s policy shall be exhausted before resorting to other policies. The contractor’s policy is the primary one not the contributory.

B. **COMPREHENSIVE GENERAL LIABILITY**

|                        |  |
|------------------------|--|
| Bodily Injury:         | \$1,000,000 Each Occurrence<br>\$2,000,000 Aggregate |
| Property Damage:       | \$1,000,000 Each Occurrence<br>\$2,000,000 Aggregate |
| Professional Liability | \$1,000,000 Each Occurrence                          |

C. **AUTOMOBILE (VEHICLE) LIABILITY**

|                 |                             |
|-----------------|-----------------------------|
| Bodily Injury   | \$2,000,000 Each Occurrence |
| Property Damage | \$1,000,000 Aggregate       |

D. **UMBRELLA POLICY**

|                   |             |
|-------------------|-------------|
| General liability | \$1,000,000 |
|-------------------|-------------|

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

Office of the Purchasing Agent  
Purchasing Department  
City of Waltham  
610 Main Street  
Waltham, MA 02452

**8. PERSONNEL:**

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

**9. MATERIALS (if applicable)**

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

**10. TERMINATION OF CONTRACT**

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

**11. CONTRACT OBLIGATIONS**

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

**12. BIDDER EXPERIENCE EVALUATION**

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

**15. NOT-TO-EXCEED AMOUNT**

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure

will result in the cancellation of the contract and the non-payment of services provided.

**16. FINANCIAL STATEMENTS.**

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

**17 BREACH OF CONTRACT/ NON PERFORMANCE**

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

**18 RIGHT TO AUDIT**

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

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

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed

thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

**20. ACTIVE REPARATION CLAIMS**

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

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(Add an additional page if necessary)

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

The City of Waltham is committed to a policy of equal employment opportunity and to a program of affirmative action in order to fulfill that policy. The City will accordingly recruit and hire into all positions the most qualified persons in light of job-related requirements, and applicants and employees shall be treated in employment matters without regard to unlawful criteria including race, color, religion, ancestry, national origin, sex, sexual orientation, disability, age, positive HIV-related blood test results, status as a disabled or Vietnam Era Veteran, genetic information, or gender identity or expression, as these terms are defined under applicable law, or any other factor or characteristic protected by law.

In addition, The City of Waltham recognizes that discriminatory harassment and sexual harassment are forms of unlawful discrimination, and it is, therefore, the policy of the City of Waltham that discriminatory harassment and sexual harassment will not be tolerated. The City of Waltham also prohibits unlawful harassment on the basis of other characteristics protected by law.

Further, employees and applicants will not be subjected to harassment or retaliation because they have engaged in or may engage in the following: filing a complaint or assisting or participating in an investigation regarding alleged discrimination or harassment as prohibited in the policy statement above; filing a complaint or assisting or participating in an investigation, compliance evaluation, or any other activity related to

**the administration of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 ("Rehabilitation Act"), or the Affirmative Action provisions of federal, state or local law; opposing any act or practice made unlawful by VEVRAA requiring equal employment opportunities for individuals with disabilities, disabled veterans, or veterans of the Vietnam Era; or exercising any rights under VEVRAA or the Rehabilitation Act.**

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

# Specifications

## GENERAL INFO

The City of Waltham is requesting professional services to design and prepare construction documents for public bid to implement recommended improvements at Prospect Hill Park, 314 Totten Pond Road. *Prospect Hill Park is over 280 acres of passive recreation and open space.*

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

Please use the next section(s) of information for gathering an understanding of the park and what the City of Waltham expects to achieve during these improvements. We expect the information will be enough for the Consultant to use in proposing a price estimate for the services being requested.

## SITE OVERVIEW

Regional Community Park of natural woodlands with over 280 acres of undeveloped land, for passive recreation. Park includes picnic sites, walking trails and scenic vistas of Boston's skyline and mountains in the west. Base area includes: Former ski lodge building, picnic area, mini golf and.

Anticipated renovations would take place following the bid process and appropriation of funds.

The Park is available to the public year round (dawn to dusk), Waltham Recreation Department for summer programs (June – August), Mini Golf participants (spring – fall), and passive recreation enthusiasts.

The anticipated improvements for this park include, but are not limited to the following:

### Recommended Improvements

#### *314 Totten Pond – Base Area Location*

- Boundary Survey
- Global assessment of water drainage issues

- Options for resolutions for the 314 Totten Pond Road Base Area
- Improvements to parking area
- Remove the Basketball hoop. (pole and net in parking lot)
  - Improvements to the original basketball court, located to the right side of field
- Vehicle Traffic Improvements
- Add Children’s Play Structure
- Improvements to guardrails around recreational areas and entrances to buildings
- Roof replacement to existing buildings
- Improved site amenities

*Berry Park Location*

- Trail signage designating connection points to the main section of Prospect Hill Park
- Trail accessibility options
- Clear and reestablish entrance point to Berry Park (Market Basket Side)

*Park Location: 314 Totten Pond Road*

**SCOPE OF WORK OUTLINE**

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

**TASK 1: Field Survey / Updated of Existing Conditions**

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

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

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



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

**TASK 3: Conduct Outreach**

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

**TASK 4: Prepare Construction Drawings/Specifications/Cost Estimates**

Following approval of the final design by the City of Waltham, the Consultant shall prepare detailed construction documents including working drawings, technical specifications, bid documents, and a final cost estimate for the facility. The drawings shall be stamped by the required professionals. The Consultant shall provide the City with four (4) sets of stamped mylar, reproducible specifications, and electronic files of drawings and specifications (a duplicate set of electronic files need to be submitted to the Waltham Engineering Department). The consultants may be required to obtain approval for facility designs from the Conservation Commission and/or other Boards/Commissions needed. Meetings with these commissions is very likely.

The Consultant will collaborate on this Task as necessary with all required municipal departments including, but not limited to, The Mayor and City Council, the Recreation, Planning, Engineering, Wires, Building, and Consolidated Public Works Department.

**TASK 5: Bid Procedure**

The Consultant shall attend a pre-bid meeting/site walk, issue any addendum(s) as necessary to clarify the project scope or bid documents, and assist in identifying the responsible low bidder.

**TASK 6: Construction Inspections/Oversight**

The Consultant shall attend a pre-construction meeting. During construction, the Consultant shall conduct at least one site visit per week. If the City determines that it is necessary, the Consultant shall revise and/or clarify drawings necessitated by changes that arise in the field and are required to complete the construction. The Consultant shall review all submittals/shop drawings and invoices plus the final inspection, punch list, and recommendations on final acceptance of the project. The Consultant will be required to provide all “as built” to the City upon final completion of the project.

Information, during the bid process, may be obtained ONLY from Joseph Pedulla, CPO at [jpedulla@city.waltham.ma.us](mailto:jpedulla@city.waltham.ma.us)

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

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

**PAYMENT**

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

# **Compliance**

**(Required Documents.)**

# Compliance

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

## Purchasing Department

City of Waltham  
610 Main Street  
Waltham, MA 02452

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

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### Section Index

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

Your Company's Name: \_\_\_\_\_

Service or Product Bid \_\_\_\_\_

**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.

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

**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.

**ORIGINAL "WET" SIGNATURES REQUIRED**

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

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

VOTED: That \_\_\_\_\_ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate 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: \_\_\_\_\_

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**ORIGINAL "WET" SIGNATURES REQUIRED**

**COMMONWEALTH OF MASSACHUSETTS**

County of \_\_\_\_\_

Date:

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

Notary Public;

My Commission expires: \_\_\_\_\_

**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.**



**RIGHT TO KNOW LAW**

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

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Authorized Signature Indicating Compliance with the Right-to-know laws:

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Signature Date

---

Print Name

**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.

**DEBARMENT CERTIFICATION**

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

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

Address \_\_\_\_\_

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

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

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

Signed by Authorized Company Representative:

\_\_\_\_\_

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

Date \_\_\_\_\_

# **BID PRICE FORM**

**(Follows)**

**BID PRICE FORM**  
*(40% of the Selection Score)*

**DESIGN for the Improvement of the Prospect Hill Park**

**My Company proposes the following all inclusive and not-to-exceed price to provide the services described within this bid document.**

|   | <b>Hours</b> | <b>Cost</b>    |
|---|--------------|----------------|
| TASK 1: Field Survey / Updated of Existing Conditions | _____        | \$ _____       |
| TASK 2: Preliminary and Final Designs/Cost Estimates  | _____        | \$ _____       |
| TASK 3: Conduct Outreach                              | _____        | \$ _____       |
| TASK 4: Construction Drawings/Specs/Cost Estimates    | _____        | \$ _____       |
| TASK 5: Bid Procedure                                 | _____        | \$ _____       |
| TASK 6: Construction Administration/Oversight         | _____        | \$ _____       |
| <b>TOTAL</b>  | <b>=====</b> | <b>\$=====</b> |

**My company recognizes receipt of addenda # \_\_\_\_\_.**

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

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

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

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

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

**ORIGINAL "WET" SIGNATURES REQUIRED**