CITY OF WALTHAM

January 2022

Request for Proposals

Lease of former Ezra Fitch School

14 Ash Street

Waltham, Massachusetts

I Introduction

The City of Waltham (Lessor) is currently offering for lease, <u>"AS IS,"</u> the municipal building known known as 14 Ash Street, Waltham, Massachusetts, as generally identified on the site plan attached hereto as Appendix A. The former Fitch Elementary School has been vacant for several years.

The property contains two lots, Lot A (1.4 acres) on which the school building is situated, and Lot B on which a spray park is situated.

The spray park lot (Lot B, 10,448 sq. ft.) is not part of the Leased premises. The former school playground is now a neighborhood playground.

The Cafetorium/Gymnasium is under the care, custody and control of the City of Waltham's Recreation Department and is not part of the Leased premises. It may be available for use by permit from the Recreation Department, if no other conflict exists with another permit holder.

The building is for lease. The building consists of 44,680 sq. ft.:

Basement	10,699 sq. ft.
First Floor	16,796 sq. ft.
Second Floor	11,892 sq. ft.
Third Floor	5,293 sq. ft.

The building exterior is beige brick. The roof is tar and gravel and flat. The building consists mainly of classrooms and some administrative offices. The building is a masonry structure built in 1931 and an addition was added in 1977. There is a three-floor passenger elevator. Fitch School's rich art deco character makes it worthy of preservation. The building is on the Massachusetts Historic Registry.

To encourage and assist with restoration of the building, the Mayor is willing to co-sponsor, with the Lessee, a Community Preservation Act (CPA) application for CPA funding for any items needing restoration which qualify for CPA funding, including any window restoration, moisture barrier, roof or any other eligible items.

Parking will be available and will be delineated on the site once the need/number is received from the bid responses.

The City is seeking leases for uses allowed under current zoning - educational and/or recreational. See attached Zoning Table of Uses. Residential uses are prohibited under the terms of any Lease.

II Site Information

Located in the heart of Waltham's downtown, 14 Ash Street is close to Moody and Crescent Streets and across from the historic Waltham Watch Factory.

Moody Street is a short distance from Main Street (Route 20), providing access to Boston (9 miles east), Route 128 (2 miles west) and the City of Newton providing access to the Massachusetts Turnpike in Weston, MA.

The building is located in a Residence B Zoning District. The City makes no warranties or representations with regard to any zoning relief.

The building is being leased "**AS IS**", with no representation, no warranties, neither express or implied, as to the use(s) condition, etc. of the leased premises.

Further, the City is only leasing the building for certain uses currently allowed as-of-right under the zoning district, i.e., educational and/or recreational uses. Residential uses are prohibited under this RFP or any Lease of the premise.

The surrounding neighborhood has commercial and residential uses.

III Use

- A. Lease of the property is subject to a 2/3rd vote of the City Council and approval of the Mayor.
- B. The City of Waltham is rich in history. A leader in the Industrial Revolution, Waltham boasts an extraordinary number of historic properties, including the former Fitch School. Given that 14 Ash Street has a significant architectural and historic heritage, the historic part of the building (main building not addition) needs to be preserved. Accordingly, the Lease of the property will have an historic restriction. The City intends to lease this property for uses allowed in a Residence B Zoning District per the attached Table of Uses and for a use that preserves the historic part of the building.
- C. The Mayor's recommendation for the use of this property is for a use that preserves the historic nature of the property, an education or recreation or institution use and for a use that does not derogate or harm the surrounding neighborhoods.
- D. The Mayor is willing to co-sponsor, with the Lessee, a Community Preservation Act (CPA) application for CPA funding for any items needing restoration which may qualify for CPA funding, including any window restoration, moisture barrier, roof or any other eligible items.

IV Required Terms and Conditions

- A. The use of the subject property is subject to the Zoning Ordinances of the City of Waltham and subject to Section III above. See attached Table of Uses for uses that are allowed as of right in the Residence B Zone in which the property is located. Residential uses are prohibited by the terms of this RFP and will be prohibited under Lease of the premises executed hereto. The Lessee shall be responsible for complying with the requirements of the Zoning Ordinance for its intended use of the property, as well as state, federal and other local rules, regulations, laws and ordinances. Preservation of the historic part of the building (art deco original building) is required.
- B. The term of the Lease shall be for a period of ten years (10), followed by an additional ten years (10) at the sole discretion of the City.
- C. The Lessee shall be responsible for rent payments that are due annually, payable in advance in monthly installments on the first of the month and to be made payable to the City of Waltham and submitted to the City's Director of Maintenance. **See provisions regarding rent herein.**
- D. The Lessor will work with the Lessee on delineating parking on the site.

- E. Lessee's plans must be submitted to and approved by the Waltham Historic Commission for any items within its jurisdiction, prior to submission to the Building Department for a building permit(s). The property is on the Massachusetts Historic Registry.
- F. All plans and specifications for improvements to the property must be submitted to and approved by the Building Inspector for the City of Waltham **prior to the commencement of any work** and shall be at Lessee's sole cost and expense. All improvements shall be performed by the Lessee in accordance with the City-approved plans and specifications.
- G. The Lessee shall be responsible for meeting the Building Code in order to secure an Occupancy Permit. The Lessee shall perform all improvements regarding tenant fit-up at its sole cost and expense, including any handicap accessibility that may be required.
- H. No additions or alterations may be made to the exterior or interior of the building without the Mayor's prior written approval.
- I. Over the term of the Lease, the Lessee, at its sole cost and expense, will be required to continue to maintain and repair the building.
- J. Lessor, in addition to other rights and remedies, shall have the right to declare the terms of the Lease ended if Lessee:
 - 1. defaults in payment of a rental installment and such default continues for ten (10) days after written notice thereof; or
 - 2. defaults in performance of or observance of any other of the Lessee's covenants, obligations, agreements under the Lease and fails to correct such default within thirty (30) days after written notice thereof; or
 - 3. shall be declared bankrupt or insolvent, according to law, or if any assignment shall be made of the Lessee's property for the benefit of creditors; or
 - 4. fails to secure an occupancy permit no later than two years from the date the Lease is executed.
- K. Lessee shall not assign its proposal, the Lease agreement, nor its rights, nor sublet any or all of the Leased premises without the prior written approval of both the City Council (2/3 Vote) and Mayor. Such subletting may only be authorized, in the sole discretion of the City Council and Mayor, for a use that is compatible with the public purpose of the Lease agreement and identified allowed uses of this Request for Proposals.
- L. Lessee shall be required to purchase and maintain fire insurance with responsible companies qualified to do business in Massachusetts and in good standing for full replacement value of the property. Lessee will be required to present to the Lessor at the time of signing of the Lease and at other times as the Lessor shall request, a Certificate of Insurance **identifying the City as an additional-named insured** and requiring thirty (30) days' advance notice to the Lessor of any cancellation. The Lessee shall be required to maintain said insurance coverage during the entire Lease term. Lessee shall be responsible for the payment of all required premiums to maintain said insurance during the entire Lease term.
- M. Lessee shall be required to provide comprehensive public liability insurance in the amount one million dollars (\$1,000,000) per person/one million (\$1,000,000) per occurrence, with excess liability/umbrella coverage in the amount of three million dollars (\$3,000,000); and with property damage insurance in limits of one million dollars (\$1,000,000) with responsible companies qualified to do business in Massachusetts and in good standing therein insuring the Lessor as well as the Lessee against injury to persons or damage to property as provided and to be in effect during the entire Lease term. Lessee will be required to present to the Lessor at the time of the signing of the Lease and at other times as the Lessor shall request, a Certificate of Insurance identifying the City as an additional-named insured and

requiring thirty (30) days advance notice to the Lessor of any cancellation. The Lessee shall be required to maintain said insurance coverage during the entire Lease term. Lessee shall be responsible for the payment of all required premiums to maintain said insurance during the entire lease term.

- N. Lessee shall be responsible for the cost of all repairs occasioned by or due to the fault or neglect of the Lessee, its agents, servants or independent contractors hired by it, visitors, guests, invitees, or any other source.
- O. The Lessee shall also be required to indemnify and hold the City harmless against any and all claims of whatever nature for any injury or damage attributable to the Lessee's use of the Leased premises or to any actions of the Lessee, its agents, servants or employees which may cause or contribute to any injury or damage to any person or entity's property.
- P. The Lessee shall be required to purchase and maintain tenant's insurance in an amount sufficient to replace Lessee's personal belongings contained in the Leased premises during the lease term and shall be required to present a Certificate of Insurance identifying the City as a co-insured and required thirty (30) days advance notice of any cancellation, to the Lessor at the time of the signing of the Lease and at such other times as the Lessor shall request.
- Q. The Lessee shall be responsible for the cost of installing, using, maintaining and repairing all utilities to the property. Lessee is responsible for its/their own air-conditioning needs subject to approval of the City's Maintenance Department.
- R. The Lessee, at its sole cost and expense, shall be responsible for all custodial/janitorial services for the Leased premises during the Lease term. Lessee shall also be responsible, at its sole cost and expense, for all trash removal from the property, any snow removal, landscaping, maintenance etc.
- S. The Lessee shall be responsible for complying with the laws of Massachusetts regarding all entrances and exits, including but not limited to, shoveling all walkways into the Leased premises, ensuring that all exits and entrances are not obstructed and ensuring that the property is handicapped accessible.
- T. Lessee shall be responsible for maintaining the Leased premises in good condition, reasonable wear and tear excluded.
- U. Lessee will be responsible to maintain the exterior of the building and grounds during its tenancy.
- V. Lessee shall not interfere with Lessor's or the public's right to access the spray park for use, maintenance or repairs.
- W. The Lessor is prohibited from any activity that would constitute a violation of the conflict of interest law (G.L.M. 268A).
- X. Other than documents necessary to effectuate signing of this Lease, the Lease, along with this RFP and the Lessee's response thereto, shall constitute the entire agreement for the Lease of the property. Any amendment to the Lease must be in writing and must be approved in the same manner as the original Lease by both the City Council and Mayor.
- Y. The Lessee shall be responsible for securing all municipal, state and federal permits, including but not necessarily limited to, building and occupancy permits. Lessor makes no representations or warranties with regard to the above or the condition of the property.
- Z. The Lessee is obligated to secure an occupancy permit for the premises no later than two years from the date on which the Lease is effective. As noted above, the Lessee will be taking the building "AS IS"

and the Lessee will be responsible for taking all actions necessary to secure an occupancy permit.

- AA. The Lessor with Lessee's review, shall be responsible for delineating the parking spaces on the ground, which parking spaces shall be sized and located in accordance with the requirements of the Zoning Ordinance.
- BB. The Lessee shall use the property in such manner and for such allowed purposes as are compatible with the neighborhood and/or the current use(s) of the land by existing tenants/owners as determined at the sole discretion of the City, including the adjacent spray park. No residential use of the Leased premises shall be permitted.
- CC. Lessee agrees to execute any documents necessary to effectuate the Lease of the property.
- DD. The provisions of this Proposal will be incorporated by reference into the provisions of the Lease.
- EE. Lessee will be required to provide CORI checks where required by Massachusetts Law where children and/or senior citizens are involved. Lessee will have the responsibility for supervising or ensuring that activities are supervised during the Lease term.
- FF. Lessee will be responsible for implementing its own COVID-19 safety plan for the building.

GG. All obligations of the Lessee shall be performed at its sole cost and expense.

V Submission Requirements

In addition to Articles I, II, III and IV incorporated herein by reference, Submission Requirements are:

- A. All proposals must be delivered to the Office of the City Purchasing Agent, Crystal Philpott, City Hall, 610 Main Street, Waltham, MA no later than Friday March 4th, 2022 at 10:00 a.m.
- B. All proposals (<u>3 copies</u>) shall be in sealed envelopes marked, "Proposal for Lease of 14 Ash Street, Waltham."
- C. All proposals not received at the Purchasing Agent's office by the date and time specified shall be rejected.
- D. Each proposal (include 3 copies) must include the following:
 - 1. A completed Disclosure of Beneficial Interests form, which complies with the requirements of G.L.M. Chapter 7, section 40J. During the lease term a new disclosure must be filed within 30 days of any change in beneficial interests.
 - 2. A signed affidavit of non-collusion in the form attached hereto.
 - 3. A certification of tax compliance (G.L.M. Chapter 62C, section 49A).
 - 4. If the Lessee is other than a natural person, evidence of its legal existence and status, including any recent amendments thereto. Such evidence may include the following:
 - a. Articles of Incorporation
 - b. Trust Agreements
 - c. Partnership Agreements
 - 5. If the Proposer is a corporation, a Certificate of Authority conveying a certified vote of the Board of Directors authorizing a designated individual to submit the proposal.

- 6. A statement of the intended use of the Leased premises and how it preserves the historic building, advances/is consistent with the downtown, does not derogate or harm the surrounding neighborhoods and is an educational, recreational, or institutional use.
- 7. A statement of the amount of rent the Lessee proposes to pay over the course of the Lease and the specific Lease term requested.
- 8. Evidence of the Lessee's ability to cover the cost of all rent to be paid, all capital improvements to be made and all other financial obligations relating to the rental of the property during the rental period. Evidence of the Lessee's ability to enter into a lease and to pay the rental price including support letter(s) from a financial institution licensed to do business within the Commonwealth of Massachusetts.
- 9. A proposed detailed program of capital repairs and replacements, if any and other improvements/repairs proposed. Said program shall be attached to and become a part of the Lease.
- 10. Resumes and position descriptions of all personnel of Lessee who will be responsible for supervising construction work to be performed under the Lease.
- 11. A list of past projects in which the Lessee has been involved.
- 12. An inventory of any and all personal property that will be stored or maintained in the Leased premises. Such list shall be updated by the Lessee as such personal property is added or removed.
- 13. The Lessee shall be responsible for maintaining its own insurance covering any personal property located on or in the Leased property during the Lease term and the Lessee shall indemnify and hold the City harmless from any claims for damages or loss relating to any such personal property.
- 14. Insurance Certificate showing the required limits and with the following text in the Description of Service Box: "The City of Waltham is Named Additional Insured for fire, comprehensive public liability, and property insurance."
- 15. For a corporation, a certified copy of the most recent Annual Report and any Amendments subsequent to the most recent filing as recorded with the Secretary of State.

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

VI Evaluation Criteria

All proposals shall be evaluated based on the following criteria:

A. <u>Submission Requirements</u>: All proposals must be properly submitted and contain all of the completed documents and forms as set forth above in V—Submission Requirements. The City shall determine if the Submission Requirements have been satisfied. The Purchasing Agent shall refer all proposals that meet the Submission Requirements to the Evaluation Committee, as expanded upon below in VI B. Any proposal, which does not contain all the completed documents and forms set forth in Section V-Submission Requirements, shall be rejected.

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

For the First Five Years of the Lease

1 Proposed Use (10% of total points). Each proposal shall be given a score of 1 to 5 (with 5 being the highest score) based on the extent to which it preserves the historic nature of the building, for a use which is education, recreation, or institutional and for a use that does not derogate or harm the surrounding neighborhoods.

- 2 Rental Stream (10% of total points). The Evaluation Committee will determine the present value of the rental stream to be generated by each proposal. Each proposal will be given a score of 1 to 5 (with 5 being the highest score) based upon the present value of rental payments and the financial strength of the proposal.
- 3 Proposed Capital Improvements (80% of total points). The Evaluation Committee will determine the value of the Capital Improvements that will be performed by Lessee and paid for by Lessee, not the City, nor any City program. Each Proposal will be given a score of 1 to 5 (with 5 being the highest score) based upon the present value of the capital improvements to be paid by Lessee.

For the Second Five years of the Lease and Thereafter

- 4 Rental Stream (50% of total points). The Evaluation Committee will determine the present value of the rental stream to be generated by each proposal. Each proposal will be given a score of 1 to 5 (with 5 being the highest score) based upon the present value of rental payments and the financial strength of the proposal.
- 5 Proposed Capital Improvements (50% of total points). The Evaluation Committee will determine the value of the Capital Improvements that will be performed by Lessee and paid for by Lessee, not the City, nor any City program. Each Proposal will be given a score of 1 to 5 (with 5 being the highest score) based upon the present value of the capital improvements to be paid by Lessee.

C. <u>Evaluation</u>: Once points are established for the use, rental stream and capital improvements for each proposal, the Evaluation Committee will weigh these criteria as listed above. Based on the final scores assigned to each proposal, the Evaluation Committee shall make its recommendation to the Mayor and City Council of the City of Waltham who shall identify the most advantageous proposal.

VII Award

The Lease between the City and the successful respondent is subject to the approval of both the Mayor and the City Council (2/3 vote).

VIII Miscellaneous

- A. The City reserves the right to reject any and all proposals at any time prior to the execution of the Lease.
- B. All renovations shall become fixtures and property of the City of Waltham.
- C. The City of Waltham will conduct <u>one pre-proposal Site Visit of the property on Tuesday February</u> <u>15th, 2022 at 10 AM.</u> Interested parties should meet in front of 14 Ash Street at said date and time. This will be the only opportunity to conduct a detailed inspection of the property before the RFP due date.
- D. <u>All questions regarding the RFP should be submitted in writing to the Purchasing Agent who will respond via addenda to all interested parties. Addenda will also be posted on the City's website.</u>
 LAST DAY FOR WRITTEN QUESTIONS Thursday February 17th at Noon to cphilpott@city.waltham.ma.us

QUESTIONS SHOULD NOT BE SUBMITTED TO CITY COUNCILLORS OR THE MAYOR AS THE RFP PROCESS REQUIRES A SEALED BID PROPOSAL FROM ALL BIDDERS. THE MAYOR AND CITY COUNCILLORS ARE SUBJECT TO MASSACHUSETTS CONFLICT OF INTEREST LAWS.

Central Register – Acquisition or Disposition of Real Property

City of Waltham 610 Main Street Waltham, MA (781) 314-3242

Authority:

Description of Property:

14 Ash Street, Waltham, MA 02453Building Area :44,680 sq. ft. of space all floors:Basement10, 699 sq. ft.First Floor16, 796 sq. ft.Second Floor11,892 sq. ft.Third Floor5, 293 sq. ft.

Parking on site to be delineated

Proposal Deadline: March 4, 2022 at 10 am Estimated Value, Source of Valuation – Board of Assessors Assessed Value: Total \$2,192,100.00 - Land \$1,141, 700.00 and Building \$1,050,400.00 Appraised Value – \$5.00 per sq. ft. as of January 13, 2022 (Warehouse Value)

Additional Information:

See attached Assessor's Card

The City plans to lease the building, exclusive of spray park lot and gym/cafetorium. The building is being leased "AS IS". The City intends to lease this property for a use that preserves the historic exterior of the property, for an education, recreation, or institutional use, for a use that does not derogate or harm the surrounding neighborhood and for a use that is allowed by right under current zoning. It is the responsibility of the successful Proposer/Lessee to secure any necessary municipal approvals and perform any improvements necessary to occupy the property. The City is willing to co-sponsor a Community Preservation Act (CPA) application for eligible items needing restoration or repairs.

Copies of the Request for Proposals are available at www.city.waltham.ma.us/open-bids

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS .

CITY OF WALTHAM, MASSACHUSETTS REQUEST FOR PROPOSALS PROPERTY FOR LEASE

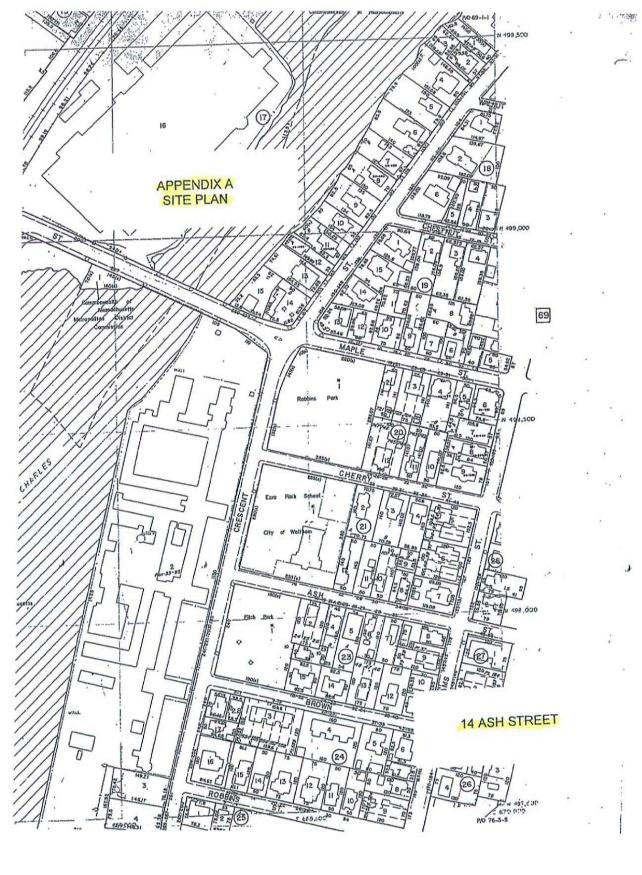
SEALED PROPOSALS for the lease of the building and property located at 14 Ash Street (exclusive of spray park lot and gymnasium) will be received at the Office of the Purchasing Agent, City Hall, 610 Main Street, Waltham, MA 02452, until **10:00AM Friday March 4th, 2022**, at which time they will be opened and read. Proposal specifications may be obtained by visiting the City of Waltham's website at https://www.ity.waltham.ma.us/open-bids.

A property inspection date is set for: <u>Tuesday February 15th, 2022 at 10:00AM</u>

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

Crystal Philpott, MCPPO Purchasing Agent, CPO 781-314-3244 cphilpott@city.waltham.ma.us

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Two-family detached (Sec. 3.607)

[Amended 6-10-1991 by Ord. No. 27154; 6-10-1991 by Ord. No. 27156; 12-12-1991 by Ord. No. 27265; 12-23-1991 by Ord. No. 27125; 3-8-1993 By Ord. No. 27503; 5-9-1994 by Ord. No. 27715; 5-23-1994 by Ord. No. 27732; 1-11-1995 by Ord. No. 27833-A; 3-28-1995 by Ord. No. 27884; 5-12-1995 by Ord. No. 27909; 5-13-1996 by Ord. No. 27155; 5-28-1996 by Ord. No. 28103; 2-6-2001 by Ord. No. 28103; 2-26-2001 by Ord. No. 28103; 2-26-2001 by Ord. No. 28103; 5-28-2002 by Ord. No. 27884; 5-12-1995 by Ord. No. 27909; 5-13-1996 by Ord. No. 28125; 5-28-1996 by Ord. No. 28103; 2-26-2001 by Ord. No. 28103; 2-26-2001 by Ord. No. 28103; 2-2002 by Ord. No. 29513; 12-23-2002 by Ord. No. 29628; 3-1-2005 by Ord. No. 30012; 4-28-2008 by Ord. No. 30876; 12-22-2008 by Ord. No. 318147; 6-27-2011 by Ord. No. 31883] HIRI HR2 ~

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Sec. 3.4. Table of Uses.

City of Waltham (Part 1)

ZONING CODE

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NET: Y = Permitted use as of right N = Not permitted	Univ.	General manufachtre	accessory uses	Resparch lake etniching and	Light manufacturing (Sec. 3.623)	Truck or private bus terminals	Open storage	storage (Sec. 3.628)	Fuel oil and gas storage	power stations	Pleating lighting and under and	Windown and italisit station	Accessory off-street parking	Industrial	Kennel (Section 3.644)	Animal shelter (Section 3.643)	Tea shop	Accessory uses/commercial	(Sec. 3.636)	Associated commercial recreation	Used car lot (Sec. 3.632)	Oll-street parking (Sections 3.601	wholesale, storage and warehousing	Car wash (Sec. 3.622)	Newspaper publishing and printing	Indoor lheaters	Use With Special Permit Reference
of right	-	z	2	2	Z	z	N	z	N	N	~	Y	z		N	N	N	N	;	2:	z	Y	z	z	Z	N	RA-I
	-	z	N	-	z	N	N	z	N	2	~	Y	N		N	N	N	N	2	2	2	Y	z	z	N	N	RA-2
	1	2	N	::	z	z	z	z	N	z	Y	Y	z		N	N	N	z	N	1	5	Y	N	N	N	N	RA-3
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	N		Z		z	z	z	N	v	N	Y	Y	N		z	z	z	N	2	N	-	1S	N	z	N	N	RB
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See. 3.4. Table of Uses. City of Waltham (Part 3)

Supp No. 11

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 KEY: Y = Permitted use as of right N = Not permitted Y1 = Permitted by right and additional intensity of use Permitted by special permit from the City Council 	facility (Sec. 3.630)	Semipublic outdoor recreation	Public outdoor recreation facility	supply area	Conservation water and	Concentration	Farm resolution family over 5 acres	3.612)	Livestock farms under 5 norse (See	Fanns	Agriculture	2.303A)	Adult entertainment antenaine (C	Accessory merchaning come	Automobile recycling caster	Organic products storage (3 643)	Yard waste transfer station (3 641)	Composting facility (3.640)	Garbage dumps and sanitary landfille	Junkyards (Sec. 3.633)	Heliports-aimorts (Sec. 3.677)	Steam laundry	Plastics manufacturing (Sec. 3.629)	Autobody shop (Sec. 3.626)	Use With Special Permit Reference			
right nd additio 11 permit f		Z	N	z		Y	Y	ş	3 -	-	T	2	2	2	N	-	2	-	2 2	2 2	2	2	Z	N	RA-I			
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sity of use City Coun		2 7	z	N		Y	Y	26	X			N	Z	N	N	Z	Z	Z	Z	2	2	2		Z	RA-3	1		
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 Use permitted only by special permit by City Council Use permitted only by special permit by Board of Appeals 	N	z	-	z	-	-	-	\$2	V			z	N	-	z	2	z	z	z	2	z	z	N	BB				
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0.1.00	1.205	22/2	3.264		3.263	3.262		3.261			3.2421	3.260	3.259	3.2583	3.2582	3.2581	3.258	3.257	3.256	3.255	3.254	3.253	Reference	use	-			

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Sec. 3.4. Table of Uses. City of Waltham

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(Part 5)

Use With Special Permit Reference outdoor Conservation/Recreation facilities Commercial recreational facilities, Commercial recreational facilities, Commercial conservation/nature with grounds for games and sports Nonprofit sports/recreational clubs indoor (Sec. 3.608A) KEY: Y N YI Not permitted
 Permitted by right and additional intensity of use permitted by special permit from the City Council = Permitted use as of right RA-Z z z z RA-2 z z z z RA-3 z z z Z RA-4 z Z z z RB z z z z RC z z z z RD Z z z z HRI z z z z S2 HR2 Use permitted only by special permit by City Council
 Use permitted only by special permit by z z z z BA z z z z BB z z z z BC(1) 3 z z z 5 S 5 5 2 S IS 5 S 0 IS SI IS S CIR IS IS YI Ľ Reference 3.226C 3.226A 3.220A 3.226B Use

Board of Appeals

NOTES: (1) Residential uses shall only be allowed in the BC District on upper floors (floors two through five) unless development occurs as part of a Riverfront Overlay District special permit (See Section 8.4.) or as part of an intensity of use special permit, provided that in no case shall any first-floor residential unit or portion thereof be located on or within 50 feet of the street line of any of the followings streets. Eun Street, Moans Street, Mans Street, Moans Street, Moans Street, Moans Street, Mans Street, Street Stre

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BUIAD BORDER	living	Except assisted	HRI	RD	facilities	livine	Assisted	Multifamily	Two-family	Single-family	RC	facilities	Assisted	I wo-family	Single-family	RB	facilities	Nassisted	RA-4	facilities	livine	Anina	PA.1	RA-2	District RA-1		1
40		10		75		10	-				10		40			115		40	25		ć	0	1	40	Front (feet)	Mini	
40		10		45		40					10(3)		40			10		5	15		10	15	-	3 3	Side (feet)	Minimum Building Setback(s) (13)	
40		20		66		-0					20(4)		40			30		台	30	•	10	30	40	5	Rear (feet)	, E	
74	:	74		SO	9.0%	35					40		32			40		SE	35	122	32	35(11)	33(11)	35	Heiglu((18) (21) (23) fee()	Maximum Deilding	Ciertin 4013
6	¢	~		40		ų					30		3			3.0		3	25		3	2.5	25	22	Maximum Storles (23)		fa 0007-97-9 (c
1.5	1.0	10		N							3					-					1	;	1	-	FAR by Right (17)		Ord. No. 29025
	,		00.	-		1				00.									•			'	1		Special Permit	FAR hr	1 5-28-2002 by (
	75		30			-	The second			30		,			30		,	0	36			24	m	101	Coverage (percent) (2)	Maximum)rd. No. 29513; 12
	1		15							15					1		,							(11) ((2)	(percent)	Mininum	-13-2002 by Oru
	10,000		S acres		PORTAL.	annual annual	2000	6,000	6,000			40,000	6,000	6.000			40,000	7,000		40,000	000,0	000,01	ANI ONO	Jo non	Lot Area (Square		L No. 29628; 6-
	65		6	4		0						,	1	1			,	;		1	:			acre (12)	Maximum Dwelling Units per		13-2005 by On
	50		50		100					50		100			60		100	60		100	70	03	100	(feet) (10)	Lot Frontage		8. No. 30180; 6
	1				1,000		:	1				1,000	1	-	1		1,000			1,000	1	,	1	(square feet)	Per Dwelling Unit	Minimum	26-2006 by On
	:				200	:	:					500					200			SOD		•		(ret)	Dwelling Unit	Minimum Open	4. No. 30450]
					100	1	:	,				100	,	-			100			100	1			(feel)	Minimum		

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CITY OF WALTHAM

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Sec. 4.11. Table of Dimensional Regulations (Sec Section 4.12 Griy of Witham) (See Section 4.12 for Footnotes) [Amended 8-4-1997 by Ord. No. 22403; J.3.1999 by Ord. No. 22755 (S-22-2002 by Ord. No. 22513]

	Res uses Assisted living facilities	Rcb uses Rcb uses Assisted living facilities	Single-family detached	Assisted living	Except as to multifamily and assisted living	District HR2
0 150(5) 10(3)	40	455	ы	10 40	10	MI Front (feel)
0(13) 100(5) 15(8)	40	40	15	40	10	Minimum Ballding Setback(s) (23) Side (feet)
25 100(3) 25(8)	882	40 13	30	40	20	j) j) Rear (feet)
88 40 65	48 35	36 36	35(11)	74	74	Maximum Balldag Height (18) (21) (23) (feet)
8 8 0.C S		W W W	22	6 6	6	Maximum Stories (23)
1.0 .25 .4(16) .4(16)	- - -	.50(16) .20		10.0	0.1	FAR by Right (17)
2.5 .60 2.0 7.0	- 1.0	: 50		1.22	1.25	FAR by Special Permit (17) (22) (23)
30	1 25 0	: 30	3	75	75	Maximum Lot Coverage (percent)
	1 51	1 12 1	. .			Mluimum Open Space (percent)
	40,000	0 6,000 40,000	40,000	10,000	10,000	Lat Area (Square
: : 36	: 10 :	161 1	1	-	acre (12) 40	Maximum Dwelling Units per
30 do	100 50	001 05 05	100	6	(feet) (10) 50	Lei Fronlage
1 1		1,000	1,000		1 10	Minimum Lot Arca Per Dwelling Unit
	500	00V	50		feet)	Minimum Open Space per Dwetting Unit
1 1 1 2	100 1	<u>1</u>	100	1	(feel)	Minimum

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1	Swimming pool		Accessory building	_		Detached garage	C.	District	1		
required by district	As	district	Å	district	counted by	As	100	Front (feet)	Se	F	
	10		5		,	1	100	Side (feel)	Setback(s) (23)	RUU	
	10		S			-	100	Rear (feet)	01		[Amended
			-(-)	14	-11)		200	fieight (18) (21) (23) (feet)	Building		18-4-1997 by Oc
			-		-		-	Maximum Stories (23)			d. No. 28403; 3-
,				1000	,	Lana .	D D D	FAR by Right			(See See 3-1959 by Ord
0				10.11		0.10	(11/101)	Special Permit (17)	FARM		(See Section 4.12 for footnotes) by Ord. No. 28735; 6-26-2000 J
,		c	>	6	0	-	[2]	Coverage (percent) (2)	Maximent		Luty of Walkiam (See Section 4.12 for footnotes) [Amended 8:4-1997 by Ord, No. 28493; 3-3-1999 by Ord, No. 28735; 5-26-2000 by Ord, No. 29013; 5-28-2002 by Ord, No. 29513]
0						10	(9), (17)	(percent)	Minimum		19015; 5-28-200
1		0				4 series	feet)	Ares (square			2 by Ord. No
1		1		;		>	acre (12)	Dwelling Units per			. 29513]
0		0		z	100	Tank I am	liter I In	Lat			
1		1		1		(1231 5 Inches	Seminary Frank	Per	Lot	Midmon	
,				1	1	1021)	coquare	Dwelling	Open Snare ner	Minimum	
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Waltham Building Department William L. Forte Inspector of Buildings Superintendent of Public Buildings

City of Waltham Massachusetts

RECEIVED

JAN 1 3 2022 Mayor's Office

January 12, 2022

The Honorable Jeannette A. McCarthy Waltham City Hall 610 Main Street Waltham, MA 02451

Dear Mayor McCarthy,

The building known as 14 Ash Street (the former Fitch School) serves no useful purpose for the Building Department and/or, for the city, at this time.

Respectfully,

dela

William L. Forte Inspector of Buildings Superintendent of Public Buildings

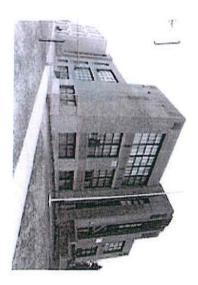
700	Total 4444 700	1.141.661 Snl Credit	Total: 1.1	Prime NB Desc COM AVG	Prime (UC: 903 MUNICPL	Parcel LUC: 903	Total AC/HA-11.39927 Total SF/SM: 60952 Parcel LUC: 903 MUNICPL Prime NB C	Total AC/HA: 1.39927
Notes	VERIFICATION OF VISIT NOT DATA VERIFICATION OF VISIT NOT DATA Spec J Fact Use Value Land Code 1,141,700	Alt Class	% Inft 3 % Appraised Value 1,141,661	Neigh Neigh Infl 1 % Infl 2 1	Adj Neigh 0.75 CA	r Base Unit tar Value Price 0 25	Land Type Factor	1 41 s Unit Type SQ. FT.	on Fact
CiviDistrict: Ratio: Name	ATION Result By	ACTIVITY INFORMATION Date Result	Comment	D Last Visit Fed Code F. Descrip	ip Amount C(O	BUILDING PERMITS Date Number Descrip		Amount Com. Int	Code Descriptivo
ASR Map: Fact Dist: Reval Dist: Year: LandReason:	57	PAT ACCT. Notes	V Tst Venr	TAX DISTRICT Date Sale Code Sale Price	Legal Ref Type D	Granfor Lega	→ 83	This parcel contains 60,952 SQ. FT. of land mainly classified as MUNICPL with a WAREHOUSE Building built about 1932, having primarily BRICK Exterior and 44680 Square Feet, with 1 Unit, 16 Baths, 0 3/4 Bath, 0 HallBath, 0 Rooms, and 0 Bdrm. OTHER ASSESSMENTS	RATIVE DESCRI arcel contains 60,95 CPL with a WAREH CPL with a BRICK Ex J primarily BRICK Ex I Baths, 0 3/4 Bath, 16 Baths, 0 3/4 Bath, 16 Baths, 0 3/4 Bath,
Prior Id # 2: Prior Id # 3:	10/21/20 16:12:18 apro	1/4/2019	2,789,100 Year End Roll	959,000		3 FV 1,830,100	-		Postal:
Prior Id # 1: Prior Id # 2: Prior Id # 3: Prior Id # 3:	Time 12:37:53 REV Time	1/07/2021 1/07/2020 1/8/2020 1/8/2020 1/1/2012019 1/1/8/2019	Year End Roll Year End Roll 2,880,400 yatch 2,880,400 Year End Roll 2,880,400 Year End Roll 2,880,400 Year End Roll	1,096,000 1,050,300 1,050,300 1,050,300 1,050,300		NEXPIC		Cntry	Owner 1: Owner 2: Street 1: Twn/City: St/Prov:
Prior Id # 1: Prior Id # 2:	PRINT	11/29/2021		Land Size Land Value Total Value A 60,952. 1,141,700 2,192,100 60,952. 1,141,700 2,192,100	00 Yrd Items 00 0	se Cat Bidg Value 13 FV 1,050,400 13 NC 1,050,400	2022 903 2022 903	Type:	Postal: 02452-6131 PREVIOUS OWNER
L Properties Inc.	ate	Land Unit Type: 021 0001	Parcel ID R068 021 0001			ASSES	PREVIO	Cotrol Own Oper-1	Super 2: Twn/City: WALTHAM Suprov: MA
Datriot	3837 GIS Ref GIS Ref	Entered Lot Size Total Land:			1,050,400 1,050,400 Total Va	Card 1.399 Parcel 1.399 Source: Market Adj Cost	Total Card Total Parcel Sour	T. [Unid #:])L EET	OWNERSHIP Owner 1: SCHOOL DEPT. Owner 2: FITCH SCHOOL Owner 3: Street 1: 494 MAIN STREET Street 2:
ard / Total Parcel 100/ 2,192,100 100/ 2,192,100 100/ 2,192,100	S	scription	City of Waltham	CARD Yard Items Land Velue T 1,141,700	Building Value 1,050,400	Unit IN PROCESS APPRAISAL SUMMARY Use Code Land Size Building Value 903 60952.000 1,050,400	Lot IN PROCE Use Code 903	Bloo Direct	OCA No

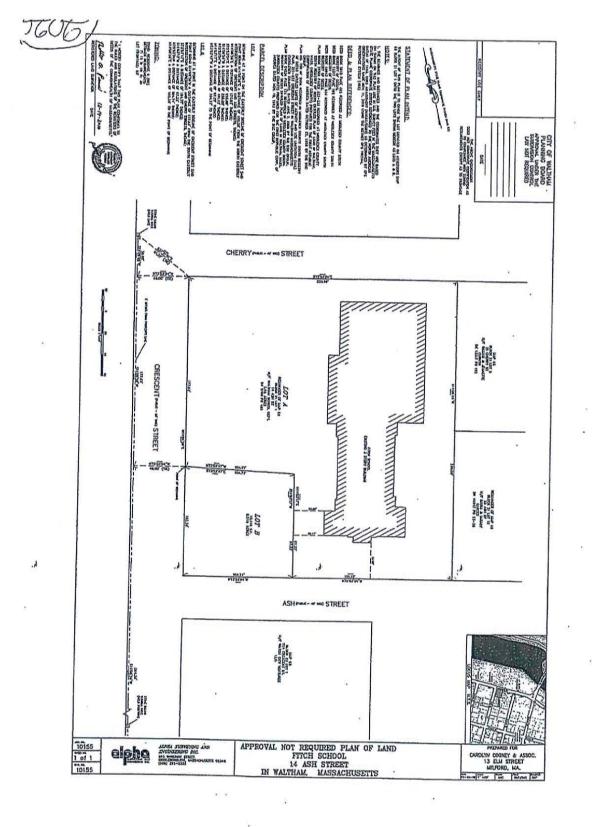


Historic Building Detail: WLT.544

Fitch, Ezra Elementary School

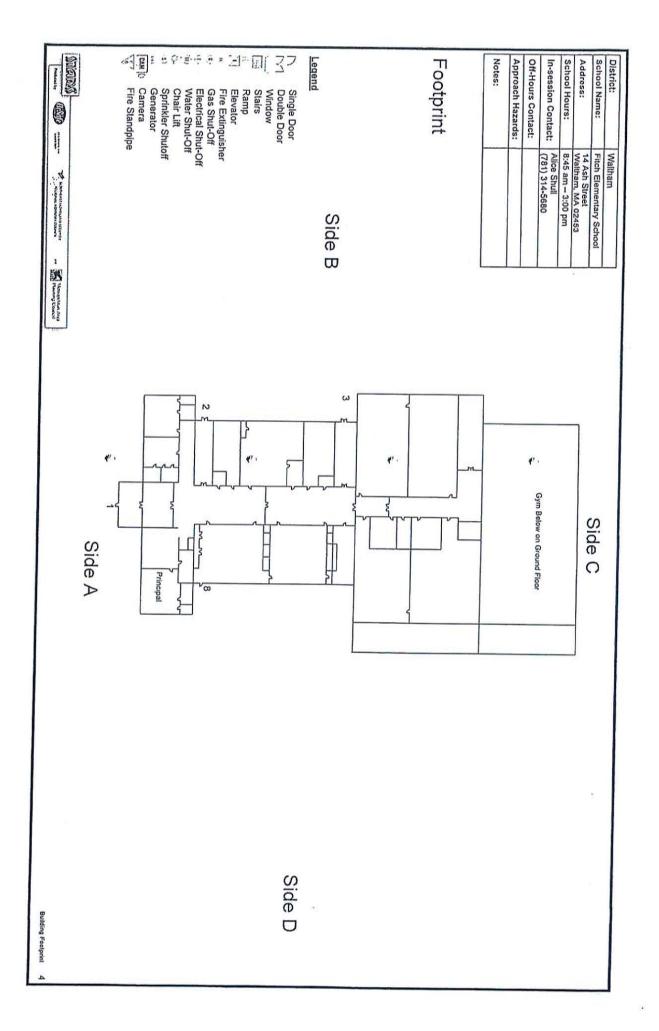
MHC ID	WLT.544 MACRIS Maps for WLT.544 NR: 🏠 Inventory:
Historic Name	Fitch, Ezra Elementary School
Common Name	1
Street Address	10 Ash St
	ť
City/Town	Waltham
Village/Neighborhood	Southside;
Local Number	68-21-1;
Year Constructed	1932
Architects	Fay, Spofford and Thorndike;
Architectural Styles	Art Deco;
Uses	Public School;
Significance	Architecture; Education;
Areas	WLT.T Inventory:
Designations	Nat'l Register Individual Property (09/28/1989); Nat'l Register MRA (09/28/1989);
Building Materials Roof	
Building Materials Wall	Brick; Cast Stone; Metal, Undetermined;
Building Materials Foundation	2
Demolished	No





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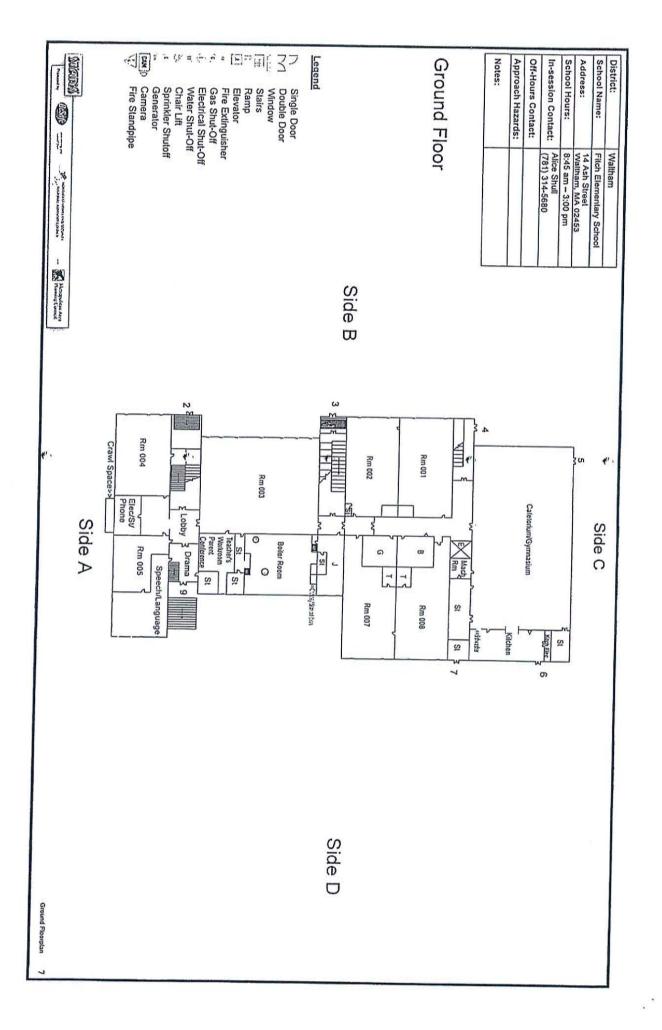
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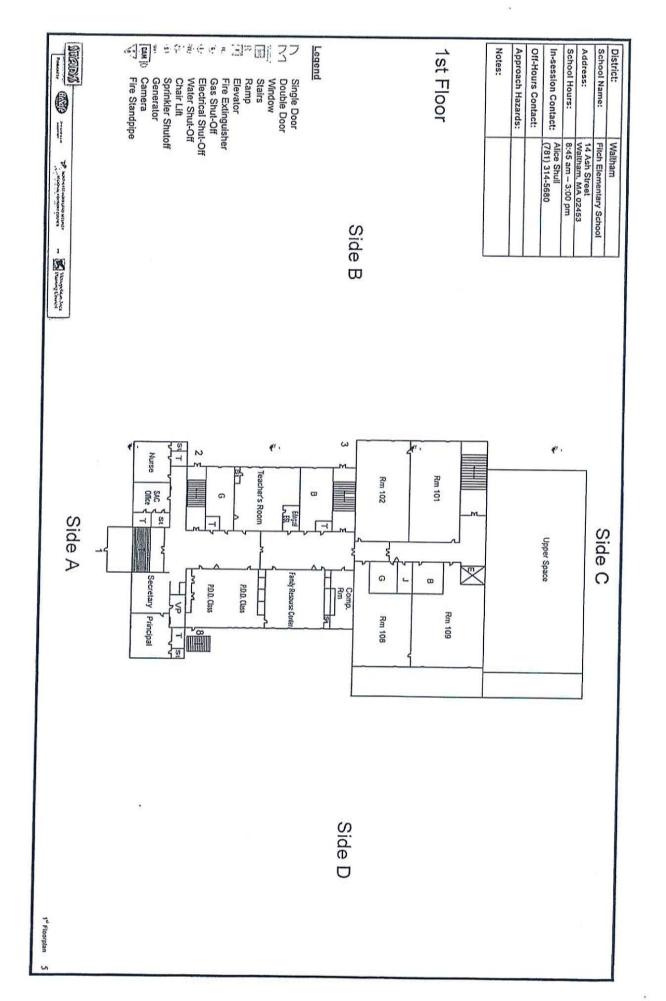
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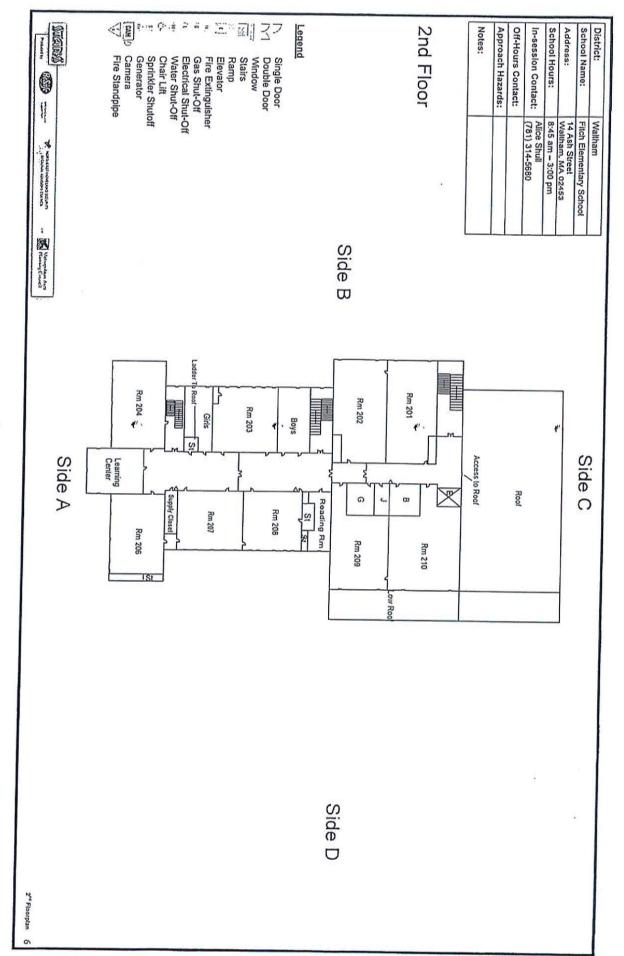


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THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND RETURNED WITH YOUR OFFER

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)

I. 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 will be cause for the disqualification of your company.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

	lerk of	(corporation)
hereby certify that at a meeting of	the Board of Directors of sa	id Corporation duly held on
theday_of	at which time a quorun	n was present and voting
throughout, the following vote was d	luly passed and is now in full f	orce and effect:
VOTED: That	name) is hereby authorized,	directed and empowered for
the name and on behalf of this Co		
acknowledge and deliver all contract	• •	•
of any such contract or obligation	•	•
purposes, and that this vote shall re-		
• •		
been altered, amended or revoked k		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:		
	(Corp	oorate Seal)
Clerk of the Corporation:		
Print Name:		
CONANAONINA		
COMMONW	EALTH OF MASSACHUSETTS	
	EALTH OF MASSACHUSETTS	Date
	EALTH OF MASSACHUSETTS	Date:
County of,		
County of, Then personally appeared the above	e named and acknowledged th	ne foregoing instrument to be their
County of,	e named and acknowledged th	ne foregoing instrument to be their
County of, Then personally appeared the above	e named and acknowledged th	ne foregoing instrument to be their
County of, Then personally appeared the above	e named and acknowledged th	ne foregoing instrument to be their
County of, Then personally appeared the above	e named and acknowledged th	ne foregoing instrument to be their
County of, Then personally appeared the above	e named and acknowledged th	ne foregoing instrument to be their
County of, Then personally appeared the above free act and deed before me,	e named and acknowledged th	ne foregoing instrument to be their
County of, Then personally appeared the above free act and deed before me,	e named and acknowledged th	ne foregoing instrument to be their
County of, Then personally appeared the above free act and deed before me, Notary Public;	e named and acknowledged th	ne foregoing instrument to be their
County of, Then personally appeared the above free act and deed before me, Notary Public;	e named and acknowledged th	ne foregoing instrument to be their
County of, Then personally appeared the above free act and deed before me, Notary Public;	e named and acknowledged th	ne foregoing instrument to be their
County of, Then personally appeared the above free act and deed before me, Notary Public;	e named and acknowledged th	ne foregoing instrument to be their

<u>CORPORATION IDENTIFICATION</u> 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(Required)
<u>If a foreign (out of State) Corporation</u> – 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.
I <u>f a Partnership: (</u> Name all partners)
Name of partner
Residence
Name of partner
Residence
<u>If an Individual</u> :
Name
Residence
If an Individual doing business under a firm name:
Name of Firm
Name of Individual

Busin	ess Address			
Reside	ence			
Date				
Name	of Bidder			
Ву				
	Signature			
	Title			
Busin	ess Address	(POST OFFICE BOX NUMBER NOT ACCEPTABLE)		
City	y State	Telephone Number,	Date	
		t bear the written signature of the bidder. If the bidder is a partn corporation, a duly authorized officer or agent of such corporatio		
		any of the required documents, in this or in other sections, with	_	
		ation 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 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	y Representative:		
Print name			,
Date			

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

 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.

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction:				
			(Name of jurisdiction)	
2.	2. Complete legal description of the property:			
			·.	
3.	Type of transaction:	Sale	□ Lease or rental for	(term):
4.	Seller(s) or Lessor(s):			,
	Purchaser(s) or Lessee	(s):		

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name		Address	
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(Continued on next page)

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5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Э
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Title or position

4.

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6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature:	
Title:	
Date:	 •
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