

REQUEST FOR PROPOSALS:

BELMONT COMMUNITY PATH

FEASIBILITY STUDY

IN

BELMONT, MASSACHUSETTS

DATE: March 23, 2016

TOWN OF BELMONT
OFFICE OF COMMUNITY DEVELOPMENT
HOMER MUNICIPAL BUILDING
19 MOORE STREET
BELMONT, MA 02478

REQUEST FOR PROPOSALS
BELMONT COMMUNITY PATH FEASIBILITY STUDY

Date of Invitation: March 23, 2016

The Town of Belmont, a municipal corporation situated in Middlesex County, Commonwealth of Massachusetts, represented by its Senior Planner, will receive sealed proposals for a Feasibility Study for a Community Path in Belmont, Massachusetts, as specified herein, in said Town until 3:00 PM on Friday, April 22, 2016. The Town of Belmont, MA requests proposals for design and engineering services from qualified firms and individuals to prepare a Feasibility Study for a multi-use path (Community Path). The purposes of the Study are to:

1. Evaluate potential routes and design features for a Community Path;
2. Prepare conceptual designs with cost estimates for two or more Path options and associated work;
3. Propose recommended solution(s) for the Community Path; and,
4. Advise on subsequent funding steps.

Specifications for the work and other pertinent contract documents may be obtained at the Town of Belmont Office of Community Development, Homer Municipal Building, 19 Moore Street, Belmont, Massachusetts.

All proposals must comply with the requirements of this Request for Proposals (RFP) and be signed by the applicant with the business address and place of business.

The Office of Community Development reserves the right to reject any or all proposals and to make the award as may be determined to be in the best interests of the Town of Belmont.

Contact Person:

The project contact is:

Jeffrey A Wheeler, Senior Planner
Office of Community Development
Homer Municipal Building
19 Moore Street
Belmont, MA 02478

Telephone: 617-993-2666

E-Mail: jwheeler@belmont-ma.gov

Qualifications-based Selection:

This project shall be awarded to the consultant deemed best qualified to perform the Feasibility Study, based on the criteria and the evaluation process described herein. Final contract terms, including scope of services, project schedule and budget, will be negotiated with the selected firm.

Fee:

Funding for this Feasibility Study is a maximum of \$200,000. The fee proposal for this project shall be negotiated. The fee shall reflect the scope of work performed by the selected consultant.

Submission Deadline:

Proposals must be received no later than 3:00 PM, April 22, 2016.

Preliminary Meeting:

The Office of Community Development has scheduled an optional preliminary meeting to answer questions regarding this RFP on Wednesday, March 30, 2016, at 9:00 AM, in Town Hall, Conference Room 2. Questions and answers provided at this meeting will be written down and forwarded to those who have picked up a copy of the RFP. The meeting will include, *in lieu* of a tour, a PowerPoint presentation illustrating route options proposed by a previous Belmont Community Path committee.

**Belmont, Massachusetts
Office of Community Development (OCD) &
Community Path Implementation Advisory Committee (CPIAC)**

Request for Proposals

Belmont Community Path Feasibility Study

1. INTRODUCTION

The Town of Belmont seeks to design, fund and construct a community path to provide recreational space for walkers, runners, cyclists and disabled individuals; to provide walkable and bikeable routes connecting schools, parks and other recreational and cultural facilities, and to link Belmont to the surrounding communities.

Presently, a 600-foot segment of the Fitchburg Cutoff Path in east Belmont links Brighton Street to the Cambridge border and, continuing east, to the Alewife MBTA Station, the Minuteman Trail, the Alewife Greenway Path and the Cambridge Linear Path. To the west of Belmont, Waltham has been working with the Massachusetts Division of Conservation and Recreation (DCR) to design the Waltham segment of the Massachusetts Central Rail Trail (MCRT), a route that will eventually extend to Berlin, MA.

A path through Belmont has been the subject of multiple studies by regional and local groups since 1997 (see Appendix A for chronology and links to prior studies). As in any densely settled community, there are technical issues (e.g. road and rail crossings), legal and regulatory issues and community concerns which must be addressed, including especially concerns regarding the possibility of eminent domain takings and potential impacts on private property. Many of these issues are well documented in prior reports.

In 2012, the Belmont Board of Selectmen appointed 10 residents and 1 local business owner to the Community Path Advisory Committee (CPAC) and asked them to review prior work, survey Belmont residents about their preferences regarding path uses and design, and propose route options. The CPAC delivered its final report and recommendations to the Selectmen in 2014.

In December 2014, the Belmont Selectmen appointed 4 residents and 1 local business owner to the Community Path Implementation Advisory Committee (CPIAC) to procure a Feasibility Study of route options reviewed by CPAC (with a few additions) and, based on the results, make recommendations to the Selectmen regarding path location, design and funding.

CPIAC, on behalf of the Board Selectmen and the Town of Belmont, now seeks to engage a consultant for: assistance in evaluating route options (with the goal of addressing or mitigating to the extent possible the community concerns noted above); engineering assessments of path infrastructure (e.g. bridges and tunnels); cost estimates of path design and construction; and advice on how to proceed with path design and funding via MassDOT and the Transportation Improvement Program (TIP).

The subject Feasibility Study is the first phase of an anticipated multiphase project. The goal of the Feasibility Study is to achieve a level of project specification that will allow Town, upon selection of a specific route by the Board of Selectmen, to pursue funds for 25% path design.

Subsequent project phases will include seeking funding, design (25%-100%), and construction phase services.

2. SCOPE OF SERVICES

A. Introduction: A Three-Phase Process

The consultant will engage with CPIAC in a three-phase process outlined below to determine which routes and path designs to recommend to the Board of Selectmen:

Phase 1 – Review & Proposal of Concepts

Phase 2 – Engineering Evaluation

Phase 3 – Engineering Estimates/Funding

Desired Outcome: The consultant will furnish sufficient information and documentation primarily in the form of a Feasibility Study for the Town to:

- 1) Make an informed decision on the route configuration and design features, and
- 2) Move to 25% path design once the Board of Selectmen approve a final route.

B. Phase 1 - Review & Proposal of Concepts

Consultant to review prior studies and to recommend route(s) and design features that are to be studied in depth in Phase 2.

Documents to be reviewed by consultant are provided in Appendix A with further detail and commentary provided in the file “Issues_Matrix.xlsx” and corresponding PowerPoint files which illustrate potential routes. Path elements for the feasibility analysis are provided in Appendix B. These documents will provide an initial framework for discussion.

The consultant is encouraged during this phase to suggest alternative routes or path designs that: enhance user experience and address problem areas, e.g., safety and aesthetic appeal; right-of-way/property issues; address abutter concerns; improve the likelihood of MBTA approval (for path segments that traverse MBTA property); reduce the cost of design and construction; or increase the chances of path funding by the Boston Metropolitan Planning Organization (MPO), MassDOT or other state or Federal agencies.

The primary goal of this critical first phase of the project is to draw on the consultant’s knowledge, experience and creativity to provide route alternatives and design features that meet the needs of the community.

Meetings: The consultant will review and understand possible route options previously identified by the Board of Selectmen and CPAC. Other alternative routes for consideration at a few particularly challenging locations may be considered. Based on those discussions, the consultant and the Town will define the project scope (routes, route designs, level of analysis) for the Phase 2 engineering assessment.

Deliverables: The consultant and the Town will agree to a list of path segments and features to be further studied and the scope of the engineering assessments to be prepared for each segment and feature.

C. Phase 2 - Engineering Evaluation

Conduct the technical analyses required to determine engineering feasibility and to provide a basis for estimating cost of design and construction in Phase 3.

The Consultant will prepare a report summarizing route options. For each proposed option, the evaluation shall include pros and cons that will have an impact from an engineering standpoint as well as cost and constructability. The description shall also include the additional work required such as bridge and tunnels, retaining walls, and modifications to existing structures. The intent of the engineering evaluation is to provide two to three routes to be presented in the Feasibility Study.

Given the large number of potential project elements (See Appendix B) to be evaluated (including tunnels, bridges, retaining walls and complex ramp systems) the consultant will be expected to use its experience and professional judgment to provide an efficient, but thorough, high level analysis of the path options selected for study during Phase 1.

Meetings: The consultant will conduct engineering studies on the route segments and designs identified during Phase 1. The consultant will keep the Town apprised of its progress, including any unforeseen challenges or delays, through concise written project updates.

Deliverables: The consultant will submit to the Town a preliminary engineering assessment for each path segment and feature. The consultant will present the findings of the engineering assessment.

D. Phase 3 - Cost Estimates

- (i) Provide engineering estimates for construction of each route option;*
- (ii) Provide recommendations on project funding, including potential funding sources (by project stage); and,*
- (iii) Provide all the necessary information and documentation for potential funding applications.*

Cost estimates shall be provided for each individual route segment, so that an overall budget for a proposed Community Path can be easily assembled from different combinations of individual route segments. The estimation of budget amounts will draw extensively on the consultant's knowledge and experience with similar projects. When there is significant uncertainty about factors with potentially significant effects on design and construction costs (contingency) the consultant may provide a range of costs, indicating the key determinants of cost, such as infrastructure enhancements or required grading.

The integration of budget projections and funding advice is intended to ensure that at the conclusion of the Feasibility Study the Town has a clear script for the next steps toward implementation of a Belmont Community Path. The Feasibility Study must provide sufficient information for the Town to 1) make an informed decision on the route configuration and design features, and 2) move to 25% path design once the Board of Selectmen to approve a final route.

Meetings: The consultant will report the results of the engineering assessment, including the recommended route(s) and path designs, and cost estimates.

Deliverables: The consultant will provide ten (10) copies of the draft Feasibility Study at least one week prior to the meeting at which it will be discussed. The consultant will also provide ten (10) copies of the final Feasibility Study at least one week prior to the presentation to the Board of Selectmen. The consultant will prepare draft and final presentations summarizing the findings and recommendations of the Feasibility Study.

E. Additional Notes

- (i) All CPIAC and Board of Selectmen meetings are open to the public.
- (ii) CPIAC meetings are held in Belmont Town Hall. The location of the final meeting will be determined at a later date.
- (iii) Town staff will assist consultant with site visits or similar information gathering.

3. SUBMISSION AND SELECTION PROCESS

A. Submission Requirements

A proposal will be considered unacceptable if the required forms are not complete and properly signed in accordance with the submission requirements, and MGL c. 30B.

Non-Price proposals must include the following:

1. Cover Letter - A cover letter expressing Applicant's interest in this project and identifying the principal individuals that will provide consulting services.
2. General Approach - A description of the general approach to be taken on the project (i.e. Applicant's philosophy as applied to the particular circumstances in Belmont). Explain the extent to which Applicant can deliver on the proposed Scope of Services.
3. Variances - An explanation of any variances to the scope of work (e.g., adding a task important for subsequent 25% design) outlined in the RFP. Also note any ambiguities in the RFP (e.g. use of terms subject to different interpretations, incompletely specified assumptions) and explain how Applicant would address each.
4. Insights - A summary of any insights into the project gained as a result of developing the proposal, and/or based on previous experience with similar projects. Identify any anticipated difficulties, together with potential solutions. (Such insights may also be provided in relevant sections of the proposal.)
5. Scope of Work - A detailed scope of work that (i) delineates Applicant's work process and explains how each phase of the project will be accomplished, (ii) specifies which individual team members will contribute effort to which project activities, (iii) provides an estimate of the hours required from individual team members to complete each project element, (iv) specifies how the project will be managed, and (v) describes the quality control processes that will be used to ensure quality and accuracy (e.g. of maps, photographs, model designs, construction cost estimates, etc.).

Note: items 1-5 listed above should not exceed twenty (20) pages.

6. Schedule - A proposed schedule that indicates the key project milestones proposed for Phases 1, 2, and 3, including deliverables and overall time for completion. The schedule must show when, how, and by whom each milestone will be completed. The schedule should include the approximate dates and durations of meetings, identify meeting participants and explain meeting purposes. The schedule should also show the dates on which deliverables (project updates, reports, and presentations) will be provided to the Town, and should include time for the Town to digest the information provided by the consultant before making decisions based on that information. The proposed schedule should not merely restate Section 2 of this RFP, but rather should be used to demonstrate the consultant's knowledge and experience in development and design of community paths by proposing a realistic schedule for efficiently accomplishing the project. The schedule should make efficient use of consultant's time and expertise. Final schedule details will be negotiable.
7. Organizational Chart - An organizational chart showing proposed project personnel (by name), their roles (i.e. the main project elements to which they will contribute), reporting relationships within the organization, and billing rates. A separate organizational chart must be provided for each proposed subcontractor.
8. Resumes - Resumes of all individuals that will be committed to the project, detailing their professional qualifications and work histories, and highlighting their work experience relevant to the RFP (e.g. path design experience, bridge and tunnel design experience, cost estimation experience). Resumes of any proposed sub-contractors must also be appended.
9. Examples - Examples of demonstrated success on at least three similar projects, including a brief project description and representative samples of work product, ideally involving similar issues and complexity to this project (e.g., completed community/bicycle path feasibility studies). These samples should be from similar projects within the past five years. Provide at least one (1) completed feasibility study that closely addresses the Scope of Services requested by the Town of Belmont.
10. Disclosures – Accordingly, applicants must disclose any municipal projects in Massachusetts in the past five (5) years that it has designed, engineered, created bid specifications, proposed a budget and/or otherwise assisted in the development of a project that subsequently required rebidding, was significantly delayed and/or redesigned due to receiving bids higher than the project budget.
11. References - The names, email addresses and telephone numbers of at least two (2) references from any projects completed within the past five (5) years. One reference must be the town or city official with primary responsibility for the project, and the other should be the chair of a committee or board (elected or volunteer) similar to CPIAC, if applicable, and in any event, a person with whom the consultant had extensive interactions.
12. Capacity - Identify any overlapping projects that key project personnel will be, or may be, engaged in during the project period, and describe how their effort will be allocated to the Belmont project vis. a vis. the other project(s).
13. Financial Statements - 2015 Financial Statements for the firm.

14. Potential Conflicts of Interest - Identify any potential conflicts of interest or affiliations with groups or persons that have an interest in this community path project.
15. Certificate of Non-Collusion - Signed "Certification of Non-Collusion" (Appendix D).
16. Statement of Tax Compliance - Signed "Statement of Tax Compliance" (Appendix E)

Price proposals must include the following:

1. Price Proposal Form – See Appendix C.
2. The Price Proposal should be tied to the proposed schedule by phases (i.e., allocated by percentage of budget to schedule item).

B. Submission Logistics

Applicant should submit seven (7) copies of the non-price proposal in a sealed envelope marked "Town of Belmont Community Path," along with two CDs containing "pdf" versions of the proposal. Additionally, the Applicant should submit seven (7) copies of the price proposal in a separate sealed envelope marked "Town of Belmont Community Path – Price Proposal".

Proposals must be received in the Town of Belmont Office of Community Development no later than 3:00 PM, April 22, 2016. Faxed proposals will not be considered and the postmark date is not relevant.

Proposals shall be mailed or delivered to:

Jeffrey A. Wheeler, Senior Planner
Office of Community Development
Homer Municipal Building
19 Moore Street
Belmont, MA 02478.

C. Questions/ Requests for Additional Information/ Proposal Modifications

Applicant may submit written questions pertaining to the Scope of Work to Mr. Jeffrey A. Wheeler at the above address by 3:00 PM, April 1, 2016. The text of all questions CPIAC determines relevant, and the answers provided, will be forwarded to all prospective applicants.

During the review process, CPIAC may ask Applicant to clarify any unclear statements, and/or may request additional information.

CPIAC may also request changes to short-listed applications to bring them into compliance with state or Town regulations, or for other reasons. Applicants will be informed of any such requested changes at the time they are notified they have been selected as a short listed firm.

D. Interviews

The Town will interview, at a minimum, three applicants with the highest scores based on the ranking process described above. Interviews will be scheduled at a mutually convenient time and will be held at Belmont Town Hall. At a minimum, the applicant shall be represented at the

interview by its project manager. In addition to the five members of CPIAC and Mr. Wheeler, members of the public may attend. Two finalists will be chosen for a joint interview with the Board of Selectmen and CPIAC.

E. Selection Schedule

The anticipated schedule for consultant selection:

Date	Event
March 16, 2016	Request for Proposals released.
March 23, 2016	Request for Proposals posted in Central Register.
March 24, 2016	Request for Proposals advertised in Belmont Citizen Herald.
March 30, 2016	Optional meeting for applicants at Belmont Town Hall will include slide presentation of route options and Q&A period.
April 1, 2016	Deadline for submitting written questions about the RFP to Belmont Senior Planner Jeffrey Wheeler.
April 22, 2016	Proposals due at 3:00 PM.
April 22 – 29, 2016	Proposals reviewed.
April 29, 2016	Minimum of three firms short-listed (notification by email and telephone or fax). Short listed firms will be notified of any requested substantive changes to their proposal.
May 9 – 10, 2016	Short-listed firms interviewed at Belmont Town Hall.
May 13, 2016	Finalists recommended to the Board of Selectmen.
by May 27, 2016	Contract with selected applicant negotiated and executed.
by December 31, 2016	Feasibility Study completed.

4. SELECTION CRITERIA

The Town will conduct a qualifications-based selection (QBS) process, based principally on the quality of each proposal and its responsiveness to the RFP, including originality and creativity in addressing the challenges outlined in the previous reports. The experience and previous work of the consultant, the make-up of the project team and in particular the experience and qualifications of the project manager are also important. Other evaluation factors will include reference checks and an interview. The consultant must also satisfy certain legal, financial and technical requirements, as described below in Section 6 and Appendices D and E.

A. Minimum Criteria

Proposals will be reviewed and evaluated by CPIAC and the Senior Planner and will generally consider the following:

- Professional qualifications and experience of the proposed project team members, especially the project manager, in the evaluation, design, and construction of public works facilities in general and in particular construction of community paths.

- Adequacy of proposed project team in terms of training, experience and availability of proposed project team members for this project.
- Completeness and responsiveness to the RFP. Specifically, applicant's understanding of the project requirements, technical competency to address all project elements, and originality and thoughtfulness of proposed approach to achieving completion of the project described in the RFP.
- Applicant's demonstrated ability to prepare, support and implement a project of this type and scale that requires design, engineering, construction cost estimation, problem solving, and writing ability, among other skills.
- List of feasibility studies and applicable references that demonstrate studies that were completed on time and within budget, required modifications to the scope of services and were delayed and over budget, and those that lead to funding and construction of the path.
- Financial stability of the applicant firm.

The Town is seeking a consultant with experience in the evaluation, design, and construction of similar public works facilities in general and in particular construction of community paths. The following minimum criteria apply:

1. The consultant's proposed project manager (PM) should have an engineering degree and be a licensed professional engineer in Massachusetts.
2. Team members should include highly qualified individuals with backgrounds in civil, environmental, structural engineering, rail engineering, bridge and tunnel design, right-of-way/easement requirements, landscape architecture, construction management, budgeting, quality control, and scheduling.
3. The proposal must meet the submission requirements outlined in Section 3.

The Town is seeking a consultant with experience designing community paths in Massachusetts, and with knowledge of the path funding process in the Commonwealth. The following minimum criteria apply:

1. The consultant should have completed at least two comparable feasibility studies for municipalities in Massachusetts/New England within the past ten years, and be familiar with the relevant state and federal laws and regulations relating to public construction projects.

B. Evaluative Criteria

In addition to the above, the following evaluative criteria will apply to this Request for Proposals:

Criteria #1, Professional Qualifications:

- *Project Manager* - At least five years of experience designing and building community paths with references for each project.

- *Project Team* - At least five years of experience working together as a team to effectively complete similar projects.

The above criteria will be considered as follows:

Highly Advantageous: A proposal will be considered highly advantageous if you can show proof that the firm and key person for this project has more than five (5) years of experience with a project similar in scope to these specifications.

Advantageous: A proposal will be considered advantageous if you can show proof that the firm and key person for this project has at least five (5) years of experience with a project similar in scope to these specifications.

Not Advantageous: A proposal will be considered not advantageous if you can only show proof that the firm and key person for this project has less than five (5) years of experience with a project similar in scope to these specifications.

Criteria #2, Quality of Proposal:

- Clarity of thought, creativity, and thoroughness in addressing the issues outlined in the Scope of Services and elsewhere in the RFP.
- Understanding of the context surrounding the project, including insights into local conditions and project-critical challenges.

The above criteria will be considered as follows:

Highly Advantageous: A proposal will be considered highly advantageous if it demonstrates a strong understanding of the project requirements and challenges, high technical competency to address all project elements, and/or originality and thoughtfulness of proposed approach to achieving completion of the project outlined in the Scope of Services.

Advantageous: A proposal will be considered advantageous if it demonstrates understanding of the project requirements and challenges, sufficient technical competency to address all project elements, and/or an adequate approach to achieving completion of the project outlined in the Scope of Services.

Not Advantageous: A proposal will be considered not advantageous if it demonstrates limited or no understanding of the project requirements and challenges, lacks technical competency to address all project elements, and/or provides an inadequate approach to achieving completion of the project outlined in the Scope of Services.

Criteria #3, Relevant Experience:

- Designing and building community paths in communities similar to Belmont.
- Working on rail-with-trail projects.
- Designing and estimating the cost of tunnels and bridges for community paths.
- Working with and designing paths using MassDOT compliant design standards.
- MassDOT prequalification.
- Working with the MBTA on path-related projects, and resultant knowledge of MBTA regulations, operations and procedures.

- Working with the Massachusetts Department of Conservation and Recreation.

The above criteria will be considered as follows:

Highly Advantageous: A proposal will be considered highly advantageous if you can show proof that the firm and key person for this project has a demonstrated record of achievement in the timely completion of comprehensive analysis and engineering feasibility studies of similar community paths. Demonstrates detailed knowledge, skills, and experience in conducting recommending options to municipal decision makers. Has completed a five (5) or more feasibility studies for local governments or related organizations in Massachusetts.

Advantageous: A proposal will be considered advantageous if you can show proof that the firm and key person for this project has some record of achievement in the areas of comprehensive feasibility studies for local government or related organizations. Demonstrates some knowledge, skills, and experience in conducting feasibility studies. Has completed three to four (3-4) feasibility studies for a local governments or related organizations in Massachusetts.

Not Advantageous: A proposal will be considered not advantageous if the firm and key person for this project can only show proof that he/she has little record of achievement in the areas of comprehensive engineering assessment of community paths and has little knowledge, skills, and experience in conducting feasibility studies for community paths. Has completed less than three (3) feasibility studies for a local governments or related organizations in Massachusetts.

Criteria #4, Utilization of Feasibility Study in Securing Funding and Advancing to Construction:

- Designing projects that were subsequently funded (e.g., by the Boston MPO) by grants and other sources of funding, and applied knowledge of the Federal Transportation Improvement Program (TIP) path funding process.

The above criteria will be considered as follows:

Highly Advantageous: A proposal will be considered highly advantageous if the firm can demonstrate that it has completed useful feasibility study(s) to subsequently secure funding for the subject project with more than one grant source outside of the municipality's general fund and that the project was ultimately constructed.

Advantageous: A proposal will be considered advantageous if the firm can demonstrate that it has completed useful feasibility study(s) to subsequently secure funding for the subject project was subsequently funded with at least one grant source and the municipality's general fund and the project was ultimately constructed.

Not Advantageous: A proposal will be considered not advantageous if the firm cannot demonstrate that it has completed useful feasibility study(s) were used to secure any funding and the subject project was not constructed.

5. CONTRACT NEGOTIATION AND PAYMENT PROCEDURES

A. Contract Negotiation Process

As described above, applicant may suggest changes to the Scope of Services, with supporting rationale, in its proposal. The Town will respond to any suggested changes from short listed Applicants *only*, indicating whether the changes are acceptable, not acceptable, or acceptable with conditions.

Also, the Town may request that a short-listed Applicant accept modifications to its proposal, which Applicant may deem acceptable, not acceptable, or acceptable with conditions.

Substantive differences between the Town and Applicant (i.e. changes deemed not acceptable by either party) will need to be resolved before selecting a consultant. Any remaining (minor) differences will be resolved before a contract is awarded. If substantive differences cannot be resolved the Town may terminate negotiations with winning bidder and engage in negotiations with second place bidder.

Following consultant selection, the successful applicant will be recommended to the Belmont Board of Selectmen for contract award.

B. Project Budget and Payment Terms

Funding for this Feasibility Study is a maximum of \$200,000. The fee proposal for this project shall be negotiated. The fee shall reflect the scope of work performed by the selected consultant.

Consultant will invoice the Town monthly for services rendered. Invoices will provide a brief description of the work accomplished, and will show the names, hours worked and total compensation for each contributing team member. Ancillary items costing over \$100 should be listed separately.

The Town will not pay for (and Consultant should not bill for) services, training, equipment or other items that the Consultant, in representing itself as qualified to bid on the RFP, would be reasonably expected to possess. Specific examples include, but are not limited to:

- Professional training of any kind (e.g., as might be required to walk along active MBTA railroad tracks).
- Computer hardware, software or any reusable equipment.

6. GENERAL AND SPECIAL PROVISIONS

- A. The Town reserves the right to reject any and all proposals received, to negotiate with any qualified source, or to cancel, in part or in its entirety, this RFP as in the best interest of the Town, and to award contracts as may be in the best interest of the Town. This solicitation in no way obligates the Town to award a contract.
- B. Incomplete proposals or proposals received after the deadline will not be considered. It is the applicant's responsibility to ensure that the proposal arrives on time to the Town of Belmont Office of Community Development.

- C. All documents including proposals, supplementary materials, maps, plans, etc. prepared as part of the Study shall become the property of the Town and shall be considered public information. All such documents shall be provided both in native form (e.g. Word documents, Excel spreadsheets) and in "pdf" form.
- D. The expense of preparing and submitting a proposal is the sole responsibility of the consultant.
- E. The successful applicant shall comply with all applicable Federal and State laws in the performance of services including:
 - 1. M.G.L. Chapter 62a, Appendix 49A, "Certification of Tax Compliance;"
 - 2. "Certification of Non-Collusion."
- F. The Town shall consider all proposals submitted without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.
- G. As part of the contract, the successful Applicant shall provide Certificates of Insurance in the following categories for at least the minimum amounts listed below:
 - 1. Workmen's Compensation: As required by the laws of The Commonwealth of Massachusetts.
 - 2. General Liability: Bodily Injury and Property Damage Liability. \$500,000.00 each occurrence and \$500,000.00 aggregate, combined single limit or \$500,000.00/\$500,000.00 with a \$500,000.00 aggregate.
 - 3. Automobiles & Trucks: Including hired and non-owned vehicles. Bodily injury liability \$500,000.00 each person and \$500,000.00 each accident.
 - 4. Property Damage Liability: \$100,000.00.

Further, the Certificates of Insurance shall list the Town of Belmont, P.O. Box 56, Belmont, MA 02478 as the named insured.
- H. The successful applicant shall be considered a consultant to the Town and not an employee of the Town.
- I. The Town shall issue a Contract for Services in substantially the same form as is attached hereto as Appendix F.

APPENDIX A

CHRONOLOGY AND LINKS TO PRIOR STUDIES

1982 – The Belmont Board of Selectmen (BOS), at the urging of Town Meeting, appointed the Underpass Study Committee to study a tunnel beneath the railroad tracks at Alexander Avenue Extension, a popular short cut from the Winnbrook neighborhood to Belmont High School. The Committee recommended a combined bike path/pedestrian crossing at Alexander Avenue.

- The impetus for the study was the death of a Belmont High School student from a train collision. (Other student deaths under similar circumstances have occurred before and since.)
- As noted in later path studies (see below), an underpass at Alexander Avenue would provide a vital connection between the Winnbrook neighborhood and a path located south of the railroad tracks, or between neighborhoods south of Concord Avenue and a path located north of the tracks. Regardless of path location an underpass would provide a crossing point for Winnbrook neighborhood students walking to the High School or the Chenery Middle School, and would link the Winnbrook neighborhood to town facilities south of the tracks (library, pool, tennis courts, track, and playing fields).

1994 – The BOS formed the Bikeway Planning Committee in response to possible federal funding for a path connecting the Paul Dudley White Bike Path, parallel to the Charles River, to Alewife Station and from Alewife to Belmont Center. (A path from Alewife to Belmont Center was first discussed as a possible rail-with-trail when the Minuteman Bike path was in the planning stage in the late 1980s.)

1995 - At the request of the Bikeway Planning Committee, and with the support of the BOS, the Town of Belmont became part of the Central Transportation Planning Staff's (CTPS) 'Central Massachusetts Rail Trail Feasibility Study.'

- Belmont seen as a critical link between Alewife (and Boston) and the rest of the Central Mass Trail, extending west from Waltham to Berlin and beyond.
- Alewife was seen as a hub where several paths would intersect.

1997 - CTPS released the 'Central Massachusetts Rail Trail Feasibility Study'

- A path through Belmont was deemed feasible. Possible routes are discussed on pages 31-32 of the study.
- Belmont is different from the other six communities studied because the former Central Massachusetts Railroad (CMRR) right of way ran parallel to the Fitchburg Line only in Belmont (and from the Belmont border to Beaver Street in Waltham), and because large segments of that right of way were sold off by subsequent owners of the CMRR. In the other communities studied the abandoned CMRR corridor remains intact.
- The main finding was that: "It may be possible to continue the trail through Belmont as primarily off-road facility. This would require the trail to be built within the Fitchburg right-of-way, which is an active rail line."
- Many Channing Road residents expressed opposition to a path along the north side of the Fitchburg line (in the former CMRR corridor). (Channing Road extends east from Belmont Center parallel to the Fitchburg Line.)

1997 – The Town of Belmont commissioned a more detailed study of possible routes – the 'Belmont Bikeway Preliminary Feasibility Analysis' – from the Wallace Floyd Design Group.

- The notion of 'Community Path' connecting various public facilities was first broached.

- A possible route behind Belmont High School was delineated, on the south side of the Fitchburg Line tracks.
- Further research and preliminary engineering work was done on the Channing Road segment (north of the Fitchburg Line).

1998 – Belmont BOS voted to participate in design process for the Wayside Trail (a new name for the Central Mass Rail Trail)

- Caveat - Town must be satisfied with trail design in Belmont or it will back out.

Subsequently the design process stalled:

- Weston voted not to participate in the Wayside Trail
- Federal and State funding became tight
- Issues on Channing Road remained

Other communities decided to move forward on their own – particularly Waltham and Wayland. In Belmont a ‘Friends of the Path’ group (grass roots organization) and state representative Anne Paulson helped keep the Alewife to Brighton Street segment moving forward to construction.

2010 – Construction began on the Fitchburg Cutoff Path (a 12 foot wide paved path from Alewife Station to Brighton Street in Belmont); completed in 2011.

- Mass Highway oversaw design and construction
- Mainly funded via the federal Transportation Improvements Program (TIP)

2010 – DCR signed a 99 year lease with MBTA allowing development of a trail along the abandoned CMRR corridor between Beaver St. in Waltham and Berlin.

- In 2014 DCR obtained a waiver from the Massachusetts Secretary for Environmental Affairs of the requirement to file an (expensive and time consuming) Environmental Impact Report (EIR) for the trail.
- Path implementation is at different phases in the seven communities west of Belmont; Wayland is the most advanced; construction will begin in 2016.

2011 – The Metropolitan Area Planning Council (MAPC) released a draft ‘Belmont/ Waltham Community Trail Alignment Study’ and presented its findings to the BOS and the public. (The final version of the study was published January 2012.)

- The study identified at least two possible trail alignments in each of five segments (from the Waltham border to the Cambridge border), and prioritized the routes in all but one zone.
- Alexander Avenue underpass strongly recommended.
- Continuing opposition from Channing Road residents.

2012 – BOS formed the Community Path Advisory Committee (CPAC)

- Charged to solicit community input about desired path features, identify and study potential routes for a community path and make recommendations to the BOS about path location.
- CPAC delivered its final report in June 2014, recommending a feasibility study of at least two route segments throughout Belmont (generally one north and one south of the Fitchburg Line).
- The corridor along the Massachusetts Central Railroad right of way was ranked most highly as a potential path route. This was primarily due to the heavy weight given to avoiding major street crossings and separating the path from motor vehicle traffic.

2014 – CTPS released the “Bicycle Network Evaluation” study, ranking 232 gaps in the path network inside (approximately) route 495 on a multi-point scale.

- The second highest priority gap was Waltham to Waverley Square in Belmont (ranking behind only the Somerville Community Path, which has subsequently been completed).

2014 – BOS formed the Community Path Implementation Advisory Committee (CPIAC), charged to commission a feasibility study of the path routes recommended by CPAC. CPIAC began its work in early 2015.

- Belmont Town Meeting voted to appropriate \$100,000 for a feasibility study in June 2015.
- State Representative David Rogers and State Senator William Brownsberger introduced legislation appropriating \$100,000 for a Belmont community path feasibility study. The measure was vetoed by Governor Baker but the veto was overridden by the legislature and survived subsequent 9C line item cuts by the Governor.

Links:

Central Massachusetts Rail Trail Feasibility Study (CTPS, 1997) available in five sections at this webpage: <http://www.masscentralrailtrail.org/feasibilitystudies.html>

Chapter 1: http://www.masscentralrailtrail.org/images/mcrt_chapter_1.pdf

Chapter 2: http://www.masscentralrailtrail.org/images/mcrt_Chapter_2.pdf

Chapter 3: http://www.masscentralrailtrail.org/images/mcrt_Chapter_3.pdf

Chapter 4: http://www.masscentralrailtrail.org/images/mcrt_Chapter_4.pdf

Appendix: http://www.masscentralrailtrail.org/images/mcrt_Appendicies.pdf

See pages 31-32 of Chapter 3 for discussion of path options in Belmont

Belmont Bikeway Preliminary Feasibility Analysis (Wallace Floyd Group, 1997)

Belmont/ Waltham Community Trail Alignment Study (MAPC, 2012)

<http://www.mapc.org/sites/default/files/images/smartgrowth/transportation/Belmont%20Trail%20Alignment%20Study%20-%202012.pdf>

Community Path Advisory Committee Final Report (CPAC, 2014)

http://www.belmont-ma.gov/sites/belmontma/files/file/file/belmont-community-path-advisory-committee_final-report_2014-06-07.pdf

Community Path Implementation Advisory Committee (CPIAC, 2016)

Computer files: Issues matrix.xlsx and PowerPoint presentations a – k and Dec. 2015 Update to BOS.

APPENDIX B
PATH ELEMENTS

Path ID		Path Segments
1		Connect to Waltham path at Beaver Brook Reservation
1N-		Street crossings at Trapelo Rd & Mill St
		Route over Belmont Hill from Mill St to Pleasant St
		Street crossing at Pleasant St
1S-		Steep embankment north of Fitchburg line; RR power poles
		Cross over RR tracks at Lexington Street bridge
		Elevated ramp system through south side of Waverley Station
		Along south embankment of Fitchburg Line from Trapelo to BHA parking lot
1S-	a	Via Clark Lane (private) to Clark St; design must address resident concerns
	b	Via Clark Lane to 104 Clark St, then under Clark St bridge
	c	Between Clark Lane houses and Fitchburg Line, under Clark St bridge
1WS		Integrate community path ramp system with MBTA ADA upgrade at Waverley Station (to MAAB standards)
2		Replace existing (6' wide) Clark Street bridge
2N-		Descend from Clark St behind 3 houses, police station and BMLD building
2S-		Descend from Clark St via Royal Road woods; connects to segment 1S-a; path traverses wetlands
2S-	u	Pass beneath Clark St bridge (flat path; connects to 1S-b or 1S-c)
	r	Elevated ramp from Royal Road woods to Belmont Center train platform (designed to provide MAAB-compliant access, in coordination with MBTA)
3N		Path skirts north side of Belmont Center Station the passes over RR bridge
3N	r	Ramp from existing pedestrian underpass to north train platform (intended to provide ADA-compliant access to north platform from south side of station)
3N-	e1 e2	Alternative path connections to east side of Belmont Center via west (e1) or east (e2) side of 7 Channing Road (Coldwell Banker).
3U		Existing pedestrian underpass at Belmont Center Station (8' wide) needs redesign/widening to be suitable as a path segment connecting N and S)
4N-		Path on north side of tracks from Belmont Ctr to French & Mahoney property (or alternatively just to Alexander Ave). Design must address resident concerns.
4N-		Path on north side of tracks from Belmont Center to F&M property
4S-		Path on south side of tracks from Belmont Center to east edge of BHS campus
4S-	w1 w2	Alternative spurs connecting path 4S to Concord Ave.
4S-	t	Alternative to 4S & 4N – off road path along Concord Ave. to the maximum extent possible, including, but not limited to, use of public land along Concord Ave. such as the area surrounding Clay Pit Pond and the athletic fields
4U-		Underpass at Alexander Avenue Ext. connecting Winnbrook neighborhood to path (regardless of location) and to BHS and Chenery School
4U-	2	Underpass connecting east end of BHS campus to north side of RR tracks
5N-		Path along edge of F&M property to Brighton St.
5S-		Path along east edge of High School property to Hittinger St to Brighton Rd, across Fitchburg Line tracks to Fitchburg Cutoff Path
5U		Variant of 5N, a tunnel beneath Brighton Street

APPENDIX C

REQUEST FOR PROPOSALS

BELMONT COMMUNITY PATH FEASIBILITY STUDY

PRICE PROPOSAL BID FORM

_____, doing business at

Street Address City/Town

State Zip Code

Telephone Number Contact Person

Total Bid Price: _____

Bid Price Per Phase:

- Phase 1: _____
- Phase 2: _____
- Phase 3: _____

Total Written Amount: _____

Bid Price Per Phase Written Amount:

- Phase 1: _____
- Phase 2: _____
- Phase 3: _____

Total price shall be a lump sum and shall be all-inclusive including travel, printing, telephone and any other outside expense.

Signature

Date

APPENDIX D

REQUEST FOR PROPOSALS

BELMONT COMMUNITY PATH FEASIBILITY STUDY

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this 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.

Date

Name of Entity submitting bid, whether individual, partnership, corporation, joint venture or other business or legal entity.

Type of Entity

Address

Telephone

By

Authorized signature of entity submitting proposal

Signer's duly authorized position, office or title

APPENDIX E

REQUEST FOR PROPOSALS

BELMONT COMMUNITY PATH FEASIBILITY STUDY

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62c, Section 49A, I certify under the penalties of perjury that this firm, to the best knowledge and belief, has filed all State Tax returns and paid all State Taxes required under law.

Federal Identification Tax Number

Name of Entity submitting bid, whether individual, partnership, corporation, joint venture or other business or legal entity.

Type of Entity

Address

Telephone

By _____
Authorized signature of entity submitting proposal

Signer's duly authorized position, office or title

APPENDIX F
REQUEST FOR PROPOSALS
BELMONT COMMUNITY PATH FEASIBILITY STUDY
CONTRACT OF SERVICES

Attached on the following pages.

TOWN OF BELMONT, MASSACHUSETTS
AGREEMENT FOR

THIS AGREEMENT made this ____ day of _____, 2016 by and between the Town of Belmont, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 455 Concord Avenue, Belmont, MA 02478 hereinafter referred to as the “Town”, and _____, a (Massachusetts corporation) having a usual place of business at _____, hereinafter referred to as the “Contractor”.

WITNESSETH:

Whereas, the Town invited the submission of proposals for the purchase and delivery of _____, hereinafter “the Project”; and

WHEREAS, the Contractor submitted a proposal to perform the work required to complete the Project, and the Town has awarded the contract therefor to the Contractor.

NOW, THEREFORE, the Town and the Contractor agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the purchase description, if any, the Request for Proposals, Scope of Services, and the proposal submitted by the Contractor, including negotiated modifications to the Scope of Services, if any. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. In the event of a conflict between any of the Contract Documents, the document most favorable to the Town, in its sole determination, shall prevail.
2. The Work. The Work consists of _____.
3. Term of Contract. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
3. Compensation. The Town shall pay, as full compensation for items and services furnished and delivered in carrying out this Agreement. Total Bid Price \$_____. In the event the term of this Agreement extends beyond the current fiscal year, the continuation of the Agreement shall be subject to appropriation or other availability of sufficient funds to support continued performance. In the absence of such funding, the Town shall cancel this Agreement, with no further liability of any kind to the Contractor.

5. Payment of Compensation. The Town shall make payments within thirty (30) days after its receipt of Invoice, subject to the payment schedule stated in the Contract Documents, if any.
6. Liability of the Town. The Town's liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.
7. Independent Contractor. The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the Town for any purpose.
8. Indemnification. The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence or misconduct of the Contractor, or the Contractor's agents or employees.
9. Insurance.
 - A. The Contractor shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the Town, as set out in the Request for Proposals (**Consult with the Town's insurer or insurance advisor as to appropriate types and levels of coverage given the nature of the contract work.**)
 - B. All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. Assignment. The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town.
11. Termination.
 - A. Termination for Cause. If at any time during the term of this Agreement the Town determines that the Contractor has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the Town, or by not

complying with the direction of the Town or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold the Town harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town.

B. Termination for Convenience. The Town may terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town, such payment not to exceed the fair value of the services provided hereunder.

12. Inspection and Reports. The Town shall have the right at any time to inspect the work of the Contractor, including the right to enter upon any property owned or occupied by Contractor, whether situated within or beyond the limits of the Town. Whenever requested, Contractor shall immediately furnish to the Town full and complete written reports of its operation under this Contract in such detail and with such information as the Town may request.
13. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Compliance with Laws. The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence.

15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
18. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

I certify that an appropriation is available in the amount of this Contract.

TOWN OF BELMONT, MA

Town Accountant

By: _____
(Officer authorized to execute contracts)

Approved as to Form:

(Contractor)

Town Counsel

By: _____

Name: _____
(Type or Print)

Title: _____