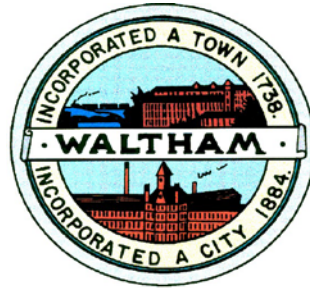


The City of Waltham



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

**Consultant, Resilient Stormwater
Management and
Implementation Plan**

The Response Due: 10 AM Tuesday March 10, 2020

Last day for Written Questions: 12 Noon March 3, 2020

(Email ONLY to jpedulla@city.waltham.ma.us)

Table of Contents:

- **Invitation to Propose**
- **Intent of the Project**
- **Agreement**
- **Instructions**
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Invitation to Propose

The City of Waltham Purchasing Department

REQUEST FOR QUALIFICATIONS (RFB)

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

Consultant for Resilient Stormwater Management and Implementation Plan

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

10 AM Tuesday March 10, 2020

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

Specifications and information available on line by visiting the Waltham Purchasing Department web site at www.city.waltham.ma.us/bids

RESPONSES MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:

Proposal for: Consultant for Stormwater Management and Implementation Plan

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

Responses must be signed and enclosed in **two (2) sealed envelopes**. One envelope shall be marked **QUALIFICATIONS** for the Consultant for Stormwater Management and Implementation Plan. **The second envelope** shall be marked **PRICE** for the Consultant for Stormwater Management and Implementation Plan.

Intent of Project

The City of Waltham wishes to enter into a service agreement with a Storm water Management consultant who shall review and commit to a detailed proposed schedule, which outlines key milestones, including projected meeting dates. An agreed-upon schedule, coupled with Steering Committee meetings, shall ensure that the project keeps moving forward and is completed within the grant timeframe required by the funder, the Massachusetts Executive Office of Energy and Environmental Affairs. Also see Scope of Service section

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2020 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

hereinafter called the CONTRACTOR.

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

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

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

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

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

Jeannette A. McCarthy, MAYOR,
City of Waltham
Date: _____

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

Catherine Cagle, Planning Director
Date: _____

Joseph Pedulla, Chief Procurement Officer
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

DESIGNER (Signature),
Date: _____

Company

Address

Instructions

INSTRUCTIONS FOR SERVICE PROVIDERS

1. READ ALL DOCUMENTS.

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

2. FORMS AND ATTACHMENTS.

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

3. PRINTED OR TYPED RESPONSE.

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

4. CORRECTIONS.

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

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

5. PRICE IS ALL INCLUSIVE.

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

6. EXPLANATIONS, EXCEPTIONS

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the response.

7. WITHDRAW.

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

8. AWARD.

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

9. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

10. TAX EXEMPT.

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

11. ACTIVE VENDOR LIST.

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

12. FUNDS APPROPRIATION.

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

13. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL RESPONSES, OR ANY PART OF ANY RESPONSE, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.

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

15. MODIFICATION.

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

16. ASSIGNMENT.

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

17. CHANGE ORDERS.

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

18. BID OPENING INCLEMENT WEATHER

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

19. RESPONSIBILITIES OF THE CITY OF WALTHAM

1 Approvals. The City of Waltham shall without unreasonable delay either i) render to the Designer any Approval required by this Contract or ii) notify the Designer in writing why such Approval is being withheld. The City of Waltham shall not unreasonably withhold any Approval, acceptance, or consent required under this Contract.

2. Payment. For satisfactory performance of all of the Designer's obligations under this Contract, the City of Waltham shall compensate the Designer in accordance with the provisions of this Contract.

3 Surveys and Data. The City of Waltham shall furnish to the Designer existing and

available surveys of the Project's building site or sites, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the site or sites; reports from any borings, test pits; chemical, mechanical or other tests; photographs and information as to water, sewer, electricity, steam, gas, telephone and other services; and data and drawings regarding existing buildings. All items and data provided to the Designer by the City of Waltham shall remain the property of the City of Waltham or the Public Entity. The Designer may use items and data provided by the City of Waltham only for the purposes of this Contract, unless the City of Waltham shall give the Designer specific written permission for some other use. The City of Waltham does not guarantee nor does it make any express or implied warranties concerning the accuracy of any such information furnished to the Designer.

4. No Waiver. The City of Waltham's review, Approval, acceptance of, or payment for, any of the services furnished by the Designer shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The City of Waltham's Approval shall not in any way relieve the Designer from performing all work required under this Contract in accordance with the standard of care set forth in Section 3.3 herein.

5. Right to Rescind Approval of Consultant. The City of Waltham may rescind the City of Waltham's prior consent to a Consultant if a Consultant or subcontractor is incompetent, irresponsible or otherwise unsatisfactory, and the Designer shall remove such Consultant or subcontractor from the work. If a Consultant is so removed, the Designer shall provide another Consultant with similar credentials and qualifications (including but not limited to MBE/WBE) that meets with the Approval of the City of Waltham. The removal of such Consultant or sub consultant shall not relieve the Designer from its responsibilities for services of its Consultants and sub consultants under this Contract.

20. DESIGNER'S BASIC SERVICES -- GENERAL

1. General. The Designer shall perform professional services in accordance with the terms of this Contract, the Study for the Project which is incorporated herein by reference, the Scope of Services set forth in **Attachment A**. If the Designer did not perform the Study for the Project, then the Designer Selection Board advertisement is also incorporated herein by reference and the Designer shall perform its services in accordance with such advertisement. In the case of conflict between the terms of this Contract and any of the provisions incorporated herein by reference, the provisions of this Contract shall control. The Designer shall be responsible for the professional accuracy and coordination of all designs, drawings, specifications, cost estimates, and other services and submittals furnished by Designer and by its Consultants in accordance with the standard of care set forth below in paragraph 3.3. The Basic Fee shall compensate Designer for all of Designer's obligations specified in this Contract except as otherwise specifically provided herein.

2. Staffing; Time of Essence. The Designer's personnel who shall provide services under this Contract. The Designer shall provide sufficient personnel to complete the services required by this Contract in a continuous and timely manner, and shall meet the Approved Contract Schedule agreed upon in accordance with Section 4.1 of this Contract. Time is of the essence of this Contract.

3. Standard of Care, Compliance with Laws. The Consultant agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals or consultants engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the

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

4. Quality Assurance. The Designer shall demonstrate to the Authority the presence and implementation of quality assurance procedures. The Designer shall identify individual(s) responsible for bid document review and cost estimating, as well as methods utilized to determine the completeness, accuracy, and coordination of drawings, specifications, cost estimates, and other data and documentation.

5. INTENTIONALLY LEFT BLANK

6. Designer to Evaluate Surveys and Data. The Designer shall analyze and evaluate the information furnished by the City of Waltham pursuant to Section 2.3 above. If items or data of the type identified in Section 2.3 are not available or are, in the reasonable opinion of the Designer, insufficient to permit the Designer properly to perform its services hereunder, the Designer shall submit a written request to the City of Waltham for permission to obtain the services of one or more Consultants to perform the necessary services, in which case unless the services are included in the Scope of the Contract, the Designer shall be reimbursed in accordance with the article -Reimbursable Costs and Expenses, or to perform the services with the Designer’s own employees, in which case the Designer shall be compensated in accordance with Article 6 (Additional Services; Additional Compensation). In no case shall the Designer commence or authorize a Consultant to commence such services without the prior Approval of the City of Waltham.

7. Corrections by City of Waltham. The Designer shall furnish appropriate competent professional services for each of the phases of the Project to the point where detail checking or reviewing by the City of Waltham is not necessary. Any changes, corrections, additions, or deletions made by the City of Waltham shall be incorporated into the design of the Project unless specific written objections thereto are made by the Designer and Approved by the City of Waltham. The decision of the City of Waltham shall be final in matters pertaining to this section, but the Designer shall not be responsible for any such decision by the City of Waltham that is inconsistent with generally accepted standards of professional practice provided that the Designer advised the City of Waltham in writing of the inconsistency at the time the decision was made.

8. Employment of Consultants. Subject to the provisions of this Contract and the Approval of the City of Waltham, whenever the services of the following Consultants, are required, the Designer shall employ them and be responsible for their work and the coordination and supervision thereof: structural engineers, electrical engineers, mechanical engineers, civil engineers, plumbing engineers, sanitary engineers, architects, landscape architects, code specialists, cost estimators, specification writers, interior designers, and [insert others, if required]:

Consultants shall be registered in Massachusetts in their respective disciplines if registration is required by the applicable Laws.

9. Approval of Consultants. Except as specifically provided in this Contract, the Designer shall not employ Consultants, or sublet, assign or transfer any part of its services or obligations under this Contract without the prior Approval of the City of Waltham.

The Designer shall provide the City of Waltham with complete copies of its contracts with each of its Consultants within 14 calendar days of the execution of such contracts.

10. Copyrights, Patents, Intellectual Property Rights. The Designer hereby grants to the City of Waltham an irrevocable royalty-free license to use for any purpose the following items developed or made part of the work or services performed under this Contract: all drawings, designs, specifications, photographs, images, notes, materials and other work and ideas of the Designer and its Consultants and subcontractors related to the performance of this Contract which are or may be covered by copyright, patent, or other intellectual property Laws or as to which Designer and its Consultants and subcontractors may assert any rights or establish any claim under any such Laws. The Designer agrees on behalf of itself and its Consultants and subcontractors that the City of Waltham and the Public Entity shall have unlimited royalty-free rights, for the benefit of the City of Waltham and the Public Entity and any public entity to which the City of Waltham or the Public Entity may grant the right to share such rights, in any and all drawings, designs, specifications, photographs, images, notes, materials and other work and ideas developed in the performance of this Contract, including the right to use the same on any Public Entity or other public entity projects. The Designer shall incorporate by reference this provision into all contracts with its Consultants and subcontractors on this Project including, but not limited to, architects, engineers, estimators, designers and photographers. The Designer and its Consultants and subcontractors shall not be responsible for changes made in the documents without the Designer's authorization, nor for the City of Waltham's or other public entity's use of the documents on projects other than the Project, unless this is a contract for design services for a master plan or prototype.

The City of Waltham assumes the risk resulting from any such changes made in the documents without the Designer's authorization, or for the City of Waltham's or other public entity's use of the documents on projects other than the Project.

11. Security and Confidentiality. The Designer and its Consultants and subcontractors shall maintain the confidentiality of Project records, including, but not limited to, all prints, plans, policies, procedures, studies, specifications and drawings, which relate to internal layout and structural elements, electrical and mechanical systems, security measures, emergency preparedness, threat or vulnerability assessments, and any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation or other infrastructure located within the City of Waltham, the disclosure of which, in the reasonable judgment of the City of Waltham, is likely to jeopardize the safety of persons or property. Without limiting the foregoing, if the Project is a designated "Security Sensitive Information" project, the Designer shall execute a separate Security Sensitive Information Procedures and Confidentiality Agreement and shall comply with such document protection requirements as may be referenced in said agreement

12. DESIGNER'S BASIC FEE

1 Basic Fee. For the performance of all services required in this contract and excluding those services specified, the Designer shall be paid the bid lump sum Fee.

2 Equitable Adjustments to Basic Fee. If there is a substantial change in the services provided in this Contract as determined by the City of Waltham, the Designer and the City of Waltham will agree to an equitable adjustment in the Designer's Basic Fee. For the purposes of this Contract, a "substantial change" in services shall include:

- i. a substantial change in the scope of Designer's services that is not the fault of the Designer; or
- ii. a significant increase in the duration of the Project as provided in the Study, or as otherwise agreed upon, that is not the fault of the Designer. Increase will be negotiated.

13. OTHER SERVICES

1 Other Services. With the prior Approval of the City of Waltham, the Designer shall perform all or any of the following services in addition to the Basic Services:

- i. revise previously Approved drawings, specifications or other documents to accomplish changes authorized by the City of Waltham or required by changes in applicable Laws, and revisions not occasioned by the Designer's errors or omissions;
- ii. attend permit or public hearings and preparing presentation renderings and presentation models in connection therewith that are authorized by the City of Waltham;
- iv. assist the City of Waltham with the pre-qualification of Service providers in accordance with M.G.L. c. 149, §§ 44E1/2 and 44D3/4 or M.G.L. c. 149A
- iii. provide professional services necessary to evaluate substitutions proposed by the general contractor and preparing subsequent revisions to drawings and other documents resulting there from or furnishing professional services made necessary by the default of the general contractor;
- iv. provide services after final payment to the general contractor, except for services occasioned by the Designer's errors or omissions;
- v. prepare special documents for or appearing as a witness in change order appeal hearings under M.G.L. c. 30, s. 39Q or in judicial litigation except for litigation arising from the Designer's negligent acts or omissions;
- vi. prepare change orders and supporting data.
- vii. make studies other than those normally required and preparing applications and reports to assist the City of Waltham in obtaining federal aid;

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

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

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

14. REIMBURSABLE COSTS AND EXPENSES

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

- i. The actual cost to the Designer for special consultants. No reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have

been previously approved by the City of Waltham. The City of Waltham may approve a lump sum fee.

- ii. Permit filing fees and other actual costs for items not included in the Basic Fee.
- iii. For document copies in excess of 6.

The City of Waltham shall not reimburse the Designer for any telephone or other out-of-pocket expenses.

2. Travel. The City of Waltham shall not reimburse the Designer for travel expenses under this Contract.

15. PAYMENTS TO THE DESIGNER

1 Applications for Payment. All invoices may be submitted monthly and will be promptly processed by the City of Waltham if they are in conformity with this Contract and properly documented; if not they will

be returned to the Designer. No invoice (other than an invoice for the final payment to Designer under this Contract) shall be required to be so submitted or processed when the net amount due is less than \$200. Amounts of less than \$200 shall be added to the subsequent month's invoice.

2 Right of Offset. If the City of Waltham finds that services previously paid for by the City of Waltham contained deficiencies, errors or omissions then the City of Waltham may withhold from any future payment an amount reasonably calculated by the City of Waltham to cover the cost of correcting the deficiency, error or omission until the services have been corrected. The City of Waltham may also offset against any payment due to the Designer the amount of any costs incurred by the City of Waltham arising from the Designer's failure to provide required services, deficiencies, errors or omissions.

If the City of Waltham shall discover that the charge for any previously paid-for services was calculated based upon incorrect salary rates or other incorrect information, the City of Waltham may offset any overcharges against any future payment. Any disputes related to offsets taken by the City of Waltham shall be subject to resolution pursuant to Section 3.19 of this Contract. Nothing in this paragraph shall limit any legal remedies of the City of Waltham against the Designer for default, errors, omissions, erroneous claims, false claims, tort claims, or any breach by the Designer of the terms of this Contract or applicable Laws.

16. TERMINATION

1 City of Waltham's Right to Terminate. By written notice to the Designer, the City of Waltham may terminate this Contract, in whole or in part, at any time for either the City of Waltham's convenience or for the failure of the Designer to fulfill its obligations under this Contract.

2 Termination by City of Waltham for Convenience. If any such termination shall occur without the fault of the Designer, all compensation and reimbursable expenses due to the Designer up to the date of termination, in accordance with all Contract terms, including proportionate payment for partially completed work, shall be paid to the Designer by the City of Waltham. The payments to the Designer shall not exceed the fair value of the Designer's work, as the City of Waltham shall determine. No amount shall be allowed for anticipated profit on unperformed services.

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

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

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

17. RECORDS, DISCLOSURE STATEMENTS, ACCOUNTING CONTROLS, AUDITS

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

2 Records Open to Inspection. Until the expiration of six (6) years after final payment, the Governor or his designee, the Secretary of Administration and Finance, the State Auditor, the Office of the Inspector General, the Commissioner of DCAM, the City of Waltham and any other public official authorized by law, shall have the right to examine any books, documents, papers or records of the Designer or of its Consultants and subcontractors that directly pertain to, and involve transactions relating to, the Designer or its Consultants and subcontractors. [M.G.L. c. 30, §39R(b)(1)-(2); Executive Order 195]

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8 Records Not Public. Records and statements required to be made, kept or filed under the provisions of this Article shall not be public records and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of above sections.

18. INSURANCE

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

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

The Designer shall submit three originals of each certificate of insurance acceptable to the City of Waltham simultaneously with the execution of this Contract.

The certificate of Insurance shall have written in the description of Services box, through a policy endorsement, the following language: “The City of Waltham is a named additional insured for General Liability”. Failure by the contractor to provide a current and updated insurance policy, during the entire duration of the contract, may result in additional legal liability.

The Certificate of Insurance must be mailed directly to:

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

Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates.

The Designer shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the City of Waltham shall at all times possess certificates indicating current coverage. Failure by the Designer to obtain all policy renewals and to provide the respective insurance certificates as required shall constitute just cause for termination of Designer’s services under this Contract.

Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the City of Waltham at least thirty days prior to the effective date thereof, which shall be expressed in said notice. The Designer is responsible for the payment of any and all deductibles under all of the insurance required below. The City of Waltham shall not be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

2. Workers’ Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers.

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

- i. Workers’ Compensation Insurance in accordance with M.G.L. chapter 152.
- ii. Commercial General Liability Insurance, with a minimum limits of \$1,000,000 each occurrence.

The Public Entity and the City of Waltham shall each be listed as an additional insured.

- iii. Automobile Liability Insurance at a limit of not less than \$1,000,000 each accident.
- iv. Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract in the event of loss or destruction while in the custody of the Designer until the final fee payment is made or all data is turned over to the City of Waltham, and this coverage shall include coverage for relevant electronic media including, but not limited to, documents stored in computer aided design drafting (CADD) systems.

3 Professional Liability. The Designer shall maintain professional liability insurance covering errors and omissions and negligent acts of the Designer, and of any person or entity for whose performance the Designer is legally liable. Unless an alternate amount is otherwise specified in the documents incorporated by reference into Section 3.1 of this Contract, the minimum amount of such insurance shall equal the lesser of \$5,000,000 or 10% of the Project’s Fixed Limit Construction Cost but in no event less

than \$250,000 per claim. Unless the Designer is specifically required to provide project specific insurance in the documents incorporated by reference into Section 3.1, the policy may be in a "claims made" format. If the policy is a "claims made" policy, it shall include a retroactive date that is no later than the effective date of this Contract, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the City of Waltham; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the City of Waltham pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Contract and the taking of possession of the Project for occupancy by the City of Waltham which requirement can be met by providing renewal certificates of professional liability insurance to the City of Waltham as evidence that this coverage is being maintained.

4 Liability of Designer. Insufficient insurance shall not release the Designer from any liability for breach of its obligations under this Contract. Without limitation, the Designer shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work covered by this Contract.

19. INDEMNIFICATION

The Designer shall indemnify and hold harmless the City of Waltham and all of their agents and employees from and against all claims, damages, losses and expenses, including but not limited to court costs, reasonable attorneys' fees, interest and costs arising out of or resulting from the wrongful and/or negligent acts or omissions of the Designer in performance of the services covered by this Contract and/or of failure to comply with the terms and conditions of this Contract, whether by Designer or its employees, Consultants or subcontractors.

20. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

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

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

21. NON-APPROPRIATION

The City of Waltham certifies that at the time of the execution of this Contract, sufficient appropriations exist and shall be encumbered to fund the Contract Price. Payments are subject to appropriation and shall be made only for work performed in accordance with the terms of this Contract. The Designer shall not be obligated to perform, and may not perform, services outside the duration and scope of this

3 Professional Registrations. By signing this Contract, the individual executing this Contract on behalf of the Designer certifies under the penalties of perjury that the following named individuals are registered as architects, landscape architects, or engineers pursuant to the provisions of General Laws Chapter 112, §§ 60A - 60O and further that i) if the Designer is an individual the Designer is the individual named below, ii) if the Designer is a partnership, the majority of all the partners are persons who are registered architects, landscape architects, or engineers, iii) if the Designer is a corporation, sole proprietorship or joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer, are persons who are registered architects, landscape architects, or engineers and the person to have the Project in his or her charge is registered in the discipline required for the Project, or iv) if the Designer is a joint venture, each joint venturer satisfies the requirements of the preceding clauses i – iii as the case may be .

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

4 Intentionally Left Blank

5 Tax Returns. By signing this Contract, the Designer certifies under the penalties of perjury that pursuant to General Laws Chapter 62C §49A, the Designer has filed all state tax returns, paid all taxes and complied with all Laws of the City of Waltham relating to taxes; and that pursuant to General Laws Chapter 151A, § 19A, the Designer has complied with all Laws of the City of Waltham relating to contributions and payments in lieu of contributions to the Employment Security System.

23. EVALUATION AND RANKING OF PROPOSALS

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

All proposals must have a section labeled COMPARATIVE CRITERIA (separate envelope from the Price Proposal) and must provide all necessary documentation as evidence that they meet each of the following criteria. If you have placed your documentation elsewhere in this technical proposal, you shall indicate the page number where that documentation can be found. If documentation or identification of page number is not clearly evident for each criterion the proposal may be deemed unresponsive. The evaluation of the Technical Proposals will be based on the “comparative criteria” described in this section.

24. SUBMISSION OF PROPOSAL:

Please submit Three (3) copies of the proposal.

The proposal shall begin with a cover letter, which confirms that the proposer understands and agrees to the provisions of this RFP and which furnishes the following statements or information:

1. Cost proposal (In a separate sealed envelope market "Price Proposal").
2. confirm that all individuals listed in its proposal are committed to performance on the projects
3. state that it will meet the insurance requirements for this project from office of the Chief Procurement Officer
4. say if the firm, its subcontractors or any member of the firm is currently debarred from doing business with any government entity or is a party to any pending or current litigation that might adversely affect performance on this project.
5. declare if the firm or its subcontractors has filed for the protection of U. S. Bankruptcy Court in the last seven years
6. include in the cover letter an explanation of the legal relationship between the primary service provider and it sub contractor
7. complete the entire COMPLIANCE section of this document and submit it with your response.
8. describe why the City of Waltham should hire your company and its subcontractors for this project.
9. print proposal on single sided and staple with one staple in the left top corner
10. Submission must include resumes of team members with examples of relevant experience and a description of the individual roles and responsibilities of each. Submission must also include hourly staffing rates.

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

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

2. SUITS

The Designer shall indemnify and hold harmless the City of Waltham and all of their agents and employees from and against all claims, damages, losses and expenses, including but not limited to court costs, reasonable attorneys’ fees, interest and costs arising out of or resulting from the wrongful and/or negligent acts or omissions of the Designer in performance of the services covered by this Contract and/or of failure to comply with the terms and conditions of this Contract, whether by Designer or its employees, Consultants or subcontractors.

3. LAWS AND REGULATIONS

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

4. PROTECTION OF PROPERTY

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

5. PROTECTION OF PERSONS

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

6. PERSONNEL:

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

7. BIDDER EXPERIENCE EVALUATION

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

8. NOT-TO-EXCEED AMOUNT

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

9. BREACH OF CONTRACT/ NON-PERFORMANCE

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

10. RIGHT TO AUDIT

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

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

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

12. TWO-ENVELOPES BID.

Responses must be signed and enclosed in two (2) sealed envelopes. One envelope shall be marked **QUALIFICATIONS** for the Education Consultant. **The second (2d) envelope** shall be marked **PRICE** for the Education Consultant

Compliance

(Required Documents.)

Compliance

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

Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

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

Section Index

Check when Complete

- Non-collusion form and Tax Compliance form..... _____
- Corporation Identification Form..... _____
- Certificate of Vote Authorization..... _____
- Certificate of Insurance (showing all limits of WC &GL)..... _____
- Three (3) References..... _____
- Debarment Certificate _____
- Designer Truth in Negotiation Certificate..... _____

Your Company's Name: _____

Service or Product: _____

NOTE: Failure to submit any of the required documents, in this or in other sections, with your response package may cause the disqualification of your proposal.

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 response

_____, _____
 (Signature of person signing proposal) Date

 (Name of business)

TAX COMPLIANCE CERTIFICATION

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

_____, _____
 Signature of person submitting proposal Date

 Name of business

NOTE

Failure to submit any of the required documents, in this or in other sections, with your response package may cause the disqualification of your proposal.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

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

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

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

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

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

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

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

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

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

Yes _____, No _____

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

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm’s name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Respondent: _____

By _____

Signature

_____ Title

Business Address (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City State Telephone Number Today’s Date

.....

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

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

DEBARMENT CERTIFICATION

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

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____,

Date _____

.....

DESIGNER'S TRUTH-IN-NEGOTIATIONS CERTIFICATE

The Designer for design services for:

_____, hereby certifies and agrees to the following:

a) The Designer certifies that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and

b) The Designer agrees that the original contract price and any additions to the contract may be adjusted within six years of completion of the contract to exclude any significant amounts if the City of Waltham determines that the fee was increased by such amounts due to inaccurate, incomplete, or noncurrent wage rates or other costs.

Designer Firm:

By: _____
Duly authorized

Print Name _____

Date: _____

.....

PRICE FORM

Place in a Separate Sealed Envelope



PRICE FORM

[Place in a Separate Sealed Envelope](#)

My Company bids the following all inclusive price to provide the services described within this document.

Fee Amount \$: _____

My company recognizes receipt of addenda # , , , ,

Company Name: _____

Authorized Signature: _____

Print Name: _____

E-Mail Address: _____

Date: _____

.....

Attachment A

SCOPE OF WORK**Task 1. Project Kickoff****1.1 Project Kickoff Meeting**

At the onset of the project, the consultant shall review and commit to a detailed proposed schedule, which outlines key milestones, including projected meeting dates. An agreed-upon schedule, coupled with Steering Committee meetings, shall ensure that the project keeps moving forward and is completed within the grant timeframe required by the funder, the Massachusetts Executive Office of Energy and Environmental Affairs.

1.2 Collect Background Information

As much historical information as possible shall be gathered and reviewed regarding the condition of the city's drainage system, including the following, where available:

- Drainage system inspection, operation and maintenance data for outfalls, catch basins, drain manholes, drain pipes, culverts and structural Best Management Practices (BMPs)
- Data from illicit discharge detection and elimination (IDDE) studies
- Sampling data, including in-system sampling data, and water quality data for nearby receiving waters
- Locations of prior drainage system improvements and proposed stormwater conveyance projects
- Best Management Practices (BMPs) implemented in compliance with the 2003 MS4 Permit and those proposed for implementation under the 2016 MS4 Permit
- Information regarding reoccurring maintenance issues, flooding areas, and streams in need of maintenance

Task 2. Climate Resilience Assessment**2.1 Field Survey**

In conjunction with historical information, field reconnaissance shall enhance the planning process. This shall include performing a stream assessment in which a walking stream survey is conducted to document stream condition, including providing an opportunity to collect preliminary information regarding the structural condition of road-width culverts and the headwalls of pipe culverts in those instances where no information has been collected to date or where available information may be out of date. The city has several streams to which their drainage outfalls discharge—some of which may have bacteria impairments. These streams include Beaver Brook, Charles River, Chester Brook, Clematis Brook, Hardy Pond, Hobbs Brook/Basin, Lyman Pond, Master's Brook, Stony Brook, Stony Reservoir, and West Chester Brook. The city, in conjunction with the selected consultant, shall identify and prioritize 15 miles of stream on which to perform a walking stream survey. Walking the centerline of each stream allows for the collection of data that may have been previously overlooked. The walking stream survey shall be utilized to develop a list of recommended improvements, which may include removal of debris within the stream channel and embankments, including fallen trees; removal of sediment in the stream bed and at culverts; structural evaluation, rehabilitation, and maintenance at selected culverts; and repair of failing retaining walls.

Streams play a critical role as part of the city's natural stormwater conveyance system, and maintaining these systems is just as critical as the rest of the city's drainage infrastructure. Where feasible, the condition of culverts shall be documented as part of the stream assessment. It is understood that some existing information is available regarding the condition of selected culverts based on recent inspections completed. As part of the scope for the Resilient Stormwater Management and Implementation Plan, a limited inspection of an additional road-width culverts shall be assessed. Culverts longer than a road-width shall be evaluated as critical drainage infrastructure as noted below.

Flood prone areas, as identified by municipal staff and residents, shall also be evaluated to gain a better understanding of potential improvements required to mitigate flooding issues. For the purposes of this proposal, it is estimated that the city has areas of localized flooding that shall be evaluated as part of the project. A site visit shall be conducted at each location to document existing conditions and identify potential solutions. This may also include meeting with impacted residents to gain a better understand of flooding issues that directly impact them. At some locations, the solution may require a phased approach that includes evaluation, design and construction phases. The goal at each location shall be to eliminate localized flooding while incorporating green infrastructure/low impact development (GI/LID) practices, where feasible.

The purpose of the walking stream survey and the investigation of flood prone areas is to minimize data gaps by collecting an appropriate level of data to cost-effectively estimate future project costs. Where insufficient data is available to develop a reasonable cost estimate for a particular project, the tasks and associated cost to obtain shall be estimated. A data gap analysis shall be used to identify projects that may not be ready to proceed during the early stages of the plan. It shall also be utilized to identify data gathering tasks that could be added to early phases of the plan to facilitate future projects.

A field effort shall be conducted by two stormwater trained professionals to verify connectivity, as well as the accuracy and completeness of the city's stormwater GIS. The city's current GIS information shall be used as a basis for this work. We anticipate that the current data includes drain manholes, catch basins, outfalls, stormwater mains, culverts, and other stormwater infrastructure. In addition to the stormwater data there are numerous other physical features such as roadways, parcels, topography, buildings, paved areas, and water ways mapped and maintained in our GIS system. The consultant shall coordinate with the City to update their stormwater GIS data to maintain current levels of data accuracy and precision based on information obtained through limited field reconnaissance conducted by the vendor.

All field collected data shall provide condition assessment information that shall be utilized to better predict future project costs. Condition information collected regarding the condition of the city's stormwater drainage system, including streams, shall be compiled in a format compatible with the city's existing GIS database and displayed on a series of maps. A visual representation of the wide-ranging data shall be used to understand the "big picture"; create a list of potential projects; develop rating criteria to prioritize the projects; identify gaps in the available data; and ultimately, present the Resilient Stormwater Management and Implementation Plan. The maps and data shall also provide a visual tool to help the public to better understand the nature and scope of the city's stormwater issues. Each site identified shall have a project summary that shall include the potential GI approach, brief narrative, benefits anticipated, and estimated cost for design and construction.

Deliverables:

- *Existing Conditions Memo*
- *GIS Layers*
- *List of actions to address data gaps*

2.2 Green Infrastructure Assessment and Urban Heat Island Assessment

The Resilient Stormwater Management and Implementation Plan shall include an assessment of the opportunities to implement green infrastructure. Green infrastructure and low impact development (GI/LID) are considered climate resilience best management practices and shall be considered as part of the action development. Green infrastructure experts shall look for opportunities to capture runoff from large impervious areas and convert as much of that volume into infiltration loss or detention storage for slow release. By increasing infiltration through green infrastructure designs, up to the 95th percentile (2 inches of runoff) of all rainfall events that occur in a year can be captured and stored. On an annual basis, this can be a significant volume capture and removal of pollutant loads.

The addition of GI and more vegetative planting shall also be assessed for reduction of the Heat Island Effect. We propose using the I-Tree tool <https://www.itreetools.org/tools> to quantify the GHG emission reductions and stormwater runoff reduction due to adding plantings. The application of this tool shall help Waltham respond to higher temperatures by increasing the urban forest and tree plantings. This shall also for future planning for tree plantings and expected benefits.

The consultant shall also explore urban heat island mapping for Waltham. We propose to test heat mapping using drone and heat sensors for a small test area of Waltham. A highly developed area and a park area shall be assessed for temperature and the lowering of temperatures. High temperature days shall be tested and compared. This data shall be used to promote the benefits of GI and tree plantings – especially in the urban core of Waltham and in an area of vulnerable populations where access to air conditioning and cooling is more difficult.

Deliverables:

- *Green Infrastructure Opportunities Analysis*
- *List of opportunities to implement green infrastructure*
- *I-Tree Tool Assessment*
- *Heat Mapping Assessment and Report*

2.3 Regional Resilience

The City of Waltham shall specifically coordinate with the City of Cambridge, which has water supply sources in Waltham. Issues that shall be considered include: public water supply protection surrounding Cambridge's water supply sources, opportunities to increase groundwater recharge. We propose to review the existing source water assessment for the water supply systems and sources in Waltham and update the contaminant assessment and ranking of threats. The consultant shall then create a list of appropriate actions to reduce or eliminate potential water quality threats. The Consultant shall also explore opportunities to encourage stormwater infiltration that shall lead to aquifer recharge for the water systems.

Deliverables

- List of actions promote water supply protection in both in terms of Waltham actions and potential actions in coordination with Cambridge
-

Task 3. Public and Stakeholder Engagement

3.1 Stakeholder Engagement

The City has formed an Environmental Committee comprising of Department Heads and/or designated representatives including the Mayor's Office and meet on the last Wednesday of each month as part of the Municipal Separate Storm Sewer System (MS4) Permit compliance. A Stormwater Sub-Committee also meets on a regular basis as needed to complete tasks relevant to the BMPs, providing input for annual reports and development of stormwater management plans. The participation of the Environmental Committee and Stormwater Sub-Committee shall be invaluable, as divergent opinions on how the plan should be developed and how projects should be prioritized shall ultimately serve to strengthen the plan and increase the likelihood of final plan approval. In addition, representatives from local groups and regional stakeholders have been involved in the stormwater management planning and HMP-MVP Plan to date shall be asked for their involvement.

The institutional knowledge gathered from municipal staff shall be critical to the assessment of stormwater needs and the plan's overall development.

The consultant shall meet and interviews key staff implementers of the plan when necessary.

Deliverables:

- *Meeting materials for three meetings corresponding to:*
 - *Project Process*
 - *Action Identification*
 - *Action Prioritization*

3.2 Public Engagement

The consultant shall develop an internal and external outreach program for presenting the Resilient Stormwater Management and Implementation Plan to other city departments, surrounding municipalities, and external stakeholders. Target stakeholders are identified as business associations, non-profit organizations, environmental justice neighborhoods impacted by flooding, residents, and other entities that have a direct interest in the outcome of the plan. Read more in Section E of this application about the targeted outreach strategy.

The consultant shall leverage existing stormwater engagement platforms to disseminate new materials relating to the relationship between stormwater management and climate resilience, such as volunteer outings, the City's webpage, and mailings, and table top displays. The consultant shall also share public engagement material linking stormwater and climate resilience with the Northern Middlesex Stormwater Collaborative and the Think Blue Massachusetts campaign to reach the regional stakeholders. The consultant shall attend or host two to three public events or create tabling materials for existing events. The workshops shall ground truth flooding and urban heat challenges, gather input for the plan, and inform participants about the link between stormwater flooding and climate change. Proposed updates to the City's stormwater guidance and rules and regulations shall be shared through a public meeting and or online portal with feedback which shall be available for residents, developers, businesses and surrounding communities. The consultant shall also present the final report to the public. The following public engagement communication channels shall be utilized:

Deliverables

- *Event materials for two to three dual purpose tabling events or workshops to educate the public and collect input.*
- *Informational and web content shall showcase the climate resiliency components of the project and areas where the public can participate and shall include:*
 - *Up to 2 fact sheets or promotional flyers*
 - *Website content*
- *Up to five promotional and educational social media posts on the:*
 - *City of Waltham, Facebook*
 - *City of Waltham, Twitter*
- *List of actions identified by the community*

Task 4. Illicit Discharge Detection and Elimination

Stormwater infrastructure plays a critical role in a municipality's capacity to manage water quality, flooding, environmental protection, public health, public safety, and protection of the built environment. Climate change—which is increasing the intensity of rain, snow, and other weather events—can overwhelm and damage stormwater infrastructure. Stormwater infrastructure management approaches required under the MS4 General Permit and include development of prioritized improvement strategies, green infrastructure feasibility assessment, and infrastructure surveys help to identify repair issues early, make prioritized upgrades, and address water quality and flooding concerns. Waltham has completed the requirements of the first MS4 term including storm drainage system mapping, outfall identification, and an initial dry-weather outfall survey. Task 4 of this application proposes completion of the second-term requirements (through Year 2) of the illicit discharge detection and elimination (IDDE) elements with specific consideration of climate change to ensure the City's stormwater infrastructure is and remains resilient. We propose the following work under this task:

- An IDDE protocol and procedures manual, including:
 - Development of protocols and responsibilities.
 - Assessment and priority ranking of outfalls. The consultant shall include consideration of climate change as a criterion in prioritization. One example of a criterion would be flooding from intense rain events. A specific approach to this shall be developed and as of preparing the assessment and priority ranking.
 - Written procedures for catchment investigations.
- Update of MS4 mapping as needed for compliance with IDDE Year 2 requirements. Mapping shall include priorities related to climate change criteria.
- Investigation of catchments associated with problem outfalls (up to 70 outfall catchments).

Deliverables

- IDDE protocol and procedures manual, which shall in part address climate change
 - Update of MS4 mapping as needed for compliance with IDDE Year 2 requirements
 - Up to 70 outfall catchment investigations
-

Task 5. Construction and Post Construction Site Runoff Stormwater Control

The consultants shall review the Stormwater Guidance and City's Rules and Regulations for opportunities to incorporate climate resilience and green infrastructure. A focus group shall be held with major development projects that submit periodic reports for stormwater compliance to discuss the updates and current challenges to implementing low impact development.

Deliverables

- *List of recommendations for incorporating climate resilience into the Stormwater Guidance and City's Rules and Regulations*

Task 6. Pollution Prevention and Good Housekeeping

Waltham has many public facilities with their own stormwater infrastructure that the city maintains. The City is currently working on developing a complete inventory of the facilities under the MS4 Permit. This task shall support expanding that inventory to evaluate these public facilities for potential green infrastructure and Low Impact Development retrofit opportunities.

Operation and Maintenance

Waltham has developed standard operating procedures for catch basin cleaning, street sweeping, deicing application, maintenance of stormwater treatment structures, construction site inspection and erosion and sedimentation control. Development of an internal tracking system for operation and maintenance of stormwater features is the next step. We propose to create an asset management system to list all City stormwater assets, when they were last inspected, proposed future inspection dates, and documentation on repairs and maintenance conducted. The system shall be used by field crews and management to document, plan and track needed stormwater maintenance. The format shall be such that it can serve as a model for use by other MVP communities.

Deliverables

- *Assessment and identification of up to 5 public facilities for stormwater GI retrofits*
- *Development of a stormwater asset operation & maintenance tracking system*

Task 7. Action Identification

A list of actions shall be generated through the processes under Task 1-6. The list of actions developed shall be reviewed and discussed with the HMP-MVP Core Team, They shall further develop plan scope and add any additional projects that should be considered.

General projects types shall include:

- Inspection and/or rehabilitation of critical stormwater infrastructure (culverts, pipes, stream channels)
 - Design of improvements to eliminate localized flooding issues, including retrofit of the existing drainage system, to incorporate BMPs that encourage green infrastructure practices and help improve water quality, reduce flooding, and reduce urban heat island effect.
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- Drainage system operation & maintenance needs so that the city may ultimately move from a reactive to a proactive approach

Culverts identified for future repair shall be included as separate projects within the Plan and shall be assigned planning level repair costs. It is anticipated that many culverts shall require a complete structural evaluation to fully understand the extent of repairs that shall be required, and costs for additional evaluation shall be incorporated into the plan. An allowance shall also be factored into repair deficiencies that may be identified during the evaluation.

Deliverables:

- *Plan scope*
- *List of culverts and planning level repair costs*
- *List of compiled project ideas*

Task 8. Action Prioritization

An equitable climate resilience-based approach shall be utilized to analyze and prioritize the city's stormwater capital needs. The prioritization shall be based on the probability of failure, climate change resilience potential, social impact, and the magnitude of the consequence of failure. The probability of failure shall be based upon the age and the overall condition of the asset. Rating criteria shall vary based on the asset type, but could include costs and operational feasibility. Consequence of failure categories to be considered may include, but are not limited to, impacts to health and safety, potential for property damage, cost of deferred maintenance, the number of people impacted, impacts to traffic, and the impact on city development priorities. The consultant shall discuss and finalized the selection of evaluation criteria under which each identified action shall be ranked with the HMP-MVP Core Team input.

Some of the factors may be weighted more heavily to arrive at a final project score and ranking. Action prioritization may not always be consistent with the rating system. In some respects, projects may be grouped together. If a project is critical to the success of another highly rated project, the two projects shall be grouped and completed together. Other adjustments shall be made, as needed, to decrease total project cost through economy of scale. The action priority ranking shall be reviewed with the Steering Committee to arrive at a final consensus regarding the weighting and ranking of projects. A final combined ranked table shall be presented. In addition, priority actions with opportunities for natural drainage enhancement are readily apparent, a separate field in the prioritization matrix shall be added to highlight these projects. If two projects are closely ranked, the project that has known potential for natural drainage enhancement shall be given priority in the implementation of the overall plan.

The requirements of the MS4 Permit shall play a role in the scope and prioritization of projects to gain economies of scale. As such, the plan shall be developed in alignment with the mandated work. The opportunity to incorporate green infrastructure practices shall be considered in the development and implementation of each prioritized action.

The recommended actions shall be displayed on a series of maps and the following implementation chapter shall focus on the recommended actions.

Deliverables:

- List of recommended or prioritized actions
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Task 9 – Implementation Chapter

In developing a multi-year implementation chapter of the Plan, several factors shall be evaluated to determine the appropriate length, for example, a fixed annual expenditure, a fixed plan length, or limitations on the amount of work that can reasonably be completed per year. The implementation chapter shall guide the city's efforts to modernize its stormwater collection system, while ensuring that adequate funding is available. Development of a implementation chapter for prioritized actions shall help ensure the protection of flood prone areas and improve overall water quality. By completing actual field reconnaissance during the plan's development to collect condition assessment data, as proposed, a more accurate assessment of future program costs can be generated. The implementation chapter shall include information about operation and maintenance.

The Resilient Stormwater Management and Implementation Plan shall include an operational assessment of the staffing, resources, equipment, and department organizational approach to implement stormwater services. The operational assessment shall be based on a review existing budgets, services conducted, and the organizational structure of the city departments that are involved in stormwater management. Recommendations for possible reorganization to improve stormwater management and services and a comparison of this reorganization against current conditions shall be a part of the final deliverable. Recommendations shall be presented based on improved integration, collaboration, performance, costs, and training needs. The financial impacts of the proposed Plan shall be analyzed by members of the HMP-MVP Core Team. A cash flow diagram shall be developed to assess the plan's compatibility with the municipality's existing stormwater fee, and other available funding sources. Recommended adjustments shall be proposed as needed to the stormwater fee structure and rates to help the city balance the level of funding need with the capital and operation & maintenance recommendations outlined in the plan.

Deliverables:

- *Implementation chapter*
- *Operational assessment*
- *Cash flow diagram*

Task 10–Reporting and Grant Management

The consultant shall prepare monthly progress reports to monitor the budget and schedule for submittal to the Massachusetts Executive Office of Energy & Environmental Affairs. The consultant shall draft Resilient Stormwater Management and Implementation Plan report based on the work and findings of the previous tasks. The Resilient Stormwater Management and Implementation Plan components shall include the following:

- Summary of Existing Stormwater System Conditions and Projected Climate Impacts
 - Green Infrastructure Opportunities Map and Recommendations
 - Culvert Evaluation & Rehabilitation Project List
 - Project Prioritization Methodology and Prioritization Matrix
 - List of Prioritized Projects and Implementation
 - Operational Assessment
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Two Envelope Response

Responses shall consist of two parts: **1) Technical Proposal** which shall consist of all information responsive to this RFP, except the fee that the proposer will charge for services, and **2) Price Proposal** which shall consist solely of the proposer's fee (inclusive of all costs and expenses). Proposers shall submit **one original and two copies of the Technical Proposal in one sealed envelope and one Price Proposal in a separate sealed envelope**. Please ensure that the Technical and Price Proposals are submitted in **separate sealed envelopes**. The envelopes shall be marked as follows:

- 1) Envelope A – *“Technical Proposal” – Expertise and Consultant qualifications*
- 2) Envelope B – *“Price Proposal”*

Rule for Award and Comparative Evaluation Criteria**Rule for Award**

The contract will be awarded to that proposer deemed by the City of Waltham to have submitted the most advantageous proposal, taking into consideration all relevant information, including, without limitation, the proposer's Technical and Price Proposals. The City reserves the right to reject and all proposals if determined that is in the best interest of the City.

Evaluation of Proposals

There will be no public opening of submitted proposals. Following the deadline for receipt, the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal content shall be confidential until the evaluation is final and award has been made.

An Evaluation Committee, appointed by the Chief Procurement Officer, made up of members of the City of Waltham Purchasing Department and the Planning Department will review all proposals. Proposals will be evaluated in accordance with the comparative evaluation criteria below. Final selection of the most advantageous proposal will be based upon an evaluation and analysis of the information and materials provided pursuant hereto. Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to each comparative evaluation criteria.

Upon completion of the technical evaluation, the Chief Procurement Officer will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous, taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

Ratings for Comparative Criteria will be weighted as noted:**1) Consultant Level of Experience/Past Performance on Similar Project (40 points)**

Highly Advantageous – Engineering/Planning firms who are Commonwealth of Massachusetts MVP pre-approved vendors and those with experience in the last three years with municipalities with MVP Planning Action grants. Experience should include work that best illustrates the firm's most relevant experience, ability and expertise to perform the services requested in the RFP, and the proposer's past performance on similar projects, ongoing as well as completed.

Advantageous – Engineering/Planning firms who are Commonwealth of Massachusetts MVP pre-approved vendors and those with experience in the last three years under contract to municipalities with MVP Planning grant only. Experience should include work that best illustrates the firm’s most relevant experience, ability and expertise to perform the services requested in the RFP, and the proposer’s past performance on similar projects, ongoing as well as completed.

Not Advantageous – – Engineering/Planning firms who are Commonwealth of Massachusetts MVP pre-approved vendors but who have not yet worked with a municipality in the MVP

Unacceptable – – Engineering/Planning firms who are not Commonwealth of Massachusetts MVP pre-approved vendors.

1) Qualifications of Key Personnel (20 points)

Highly Advantageous – The identity and qualifications of key personnel, team members and sub-consultants available to work on this project, including expected project task assignments, are clear, concise and outlined. The appropriateness, capability and relevant project experience of key personnel is presented, as well as the assurance of continuity of the project team is efficiently presented.

Advantageous – The identity and qualifications of key personnel, team members and sub-consultants available to work on this project, including expected project task assignments, is presented. The appropriateness, capability and relevant project experience of key personnel is provided but not necessarily specific to job tasks.

Not Advantageous - The identity and qualifications of key personnel, team members and sub-consultants available to work on this project, including expected project task assignments, is presented, but does not sufficiently detail the project approach to provide components necessary to evaluate.

Unacceptable – Key personnel are not identified and/or do not possess the qualifications necessary to complete the scope of services.

2) Technical Approach, Capacity, Management Approach (10 points)

Highly Advantageous – The quality, completeness and methodology of the technical approach envisioned for the project in response to the scope of services is detailed, logical and highly efficient. The proposer’s capacity to apply and commit itself successfully to the project tasks and to complete the required services is presented, including absence of conflicting commitments to concurrent projects and scheduling. The proposed organizational structure and proposed management approach is presented with clarity, completeness and effectiveness. The ability of the proposer’s team to work together effectively, maintain schedule and cost control, resolve resource constraints and interact effectively with City operations and staff is addressed with clear and concise description.

Advantageous - The quality, completeness and methodology of the technical approach envisioned for the project in response to the scope of services is presented with some detail and is marginally efficient. The proposer’s capacity to apply and commit itself successfully to the project tasks and to complete the required services is addressed but has some possible conflicting commitments to concurrent projects and scheduling. The proposed organizational structure and proposed management approach is presented with some minimal detail. The ability of the proposer’s team to work together effectively, maintain schedule and cost control,

resolve resource constraints and interact effectively with City operations and staff is addressed but with only marginal description.

Not Advantageous - The quality, completeness and methodology of the technical approach envisioned for the project in response to the scope of services is presented with the absence of detail and is not efficient. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete the required services is not addressed. The proposed organizational structure and proposed management approach is not explained in sufficient detail. The ability of the proposer's team to work together effectively, maintain schedule and cost control, resolve resource constraints and interact effectively with City operations and staff is not included in the approach description.

Unacceptable – Technical approach is presented with no detail, commitment to dedicate to required tasks and schedule is missing, management approach and organizational structure is not included or ability of proposer's team to work together, resolve issues, work with City staff or operations is absent.

- 3) Price Proposal (30 points)** Price Proposal shall be all inclusive, including all expenses, supplies, materials, travel costs and any other expenses necessary for furnishing services and deliverables as specified in the scope of work as described in the Duties and Responsibilities. As outlined in the price sheet, the price proposal should include lump sum for each of the five (5) tasks requested.
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