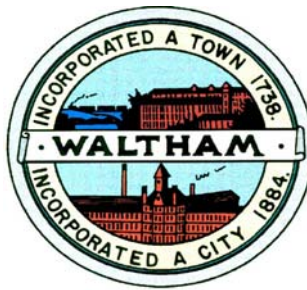


The City of Waltham



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

***DESIGN OF UTILITY IMPROVEMENTS
ALONG CHRISTOPHER ROAD & MELODY LANE***

The bid opening will be held: 1:00 PM Thursday March 24, 2016

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Invitation to Bid

The City of Waltham
Purchasing Department

REQUEST FOR QUOTATION (RFQ)

Under the rules of M.G.L. Chapter 30B The Purchasing Department of the City of Waltham hereby requests sealed bids for:

**DESIGN OF UTILITY IMPROVEMENTS
ALONG CHRISTOPHER ROAD & MELODY LANE**

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

1:00 PM Thursday March 24, 2016

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

Specifications and information available at the Purchasing Agent's Office or in the Waltham Purchasing Department web site at www.city.waltham.ma.us/open-bids

BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:
BID FOR: Utility Improvements Christopher and Melody

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

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

Intent of Project

The City of Waltham seeks an engineering firm to provide professional consulting engineering services for utility improvements along Christopher Road and Melody Lane. The improvements consist of removing and replacing the existing water main (approximately 1,400 linear feet), improving the drainage system of the two roadways (approximately 800 linear feet of main, 10 structures, and 3 outfalls), and the extension of the gravity sewer main to the end of Christopher Road to collect 4 residences into the CITY's sewer system (approximately 225 linear feet of new sewer main) and evaluating the condition of the existing sewer mains with any recommendations for rehabilitation if necessary (approximately 1,300 linear feet of sewer main with 8 sewer structures).

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2016 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.

The 90% preliminary design shall be submitted within 90 days from the Notice to Proceed and the final design shall be submitted within 120 days of the Notice to Proceed

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

Stephen Casazza, City Engineer
Date: _____

Joseph Pedulla, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

CONTRACTOR (Signature),
Date: _____

Company

Address

Instructions

INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

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

2. FORMS AND ATTACHMENTS.

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

3. PRINTED OR TYPED RESPONSE.

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

4. CORRECTIONS.

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

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

5. PRICE IS ALL INCLUSIVE.

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

6. PRICE DISCREPANCY.

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

7. EXCEPTIONS

No Exceptions will be acceptable to the City. The City's intent is to purchase precisely what is specified in the document. Only equal or better grade specifications shall be considered by the City.

8. BID DEPOSITS.

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

9. WITHDRAW.

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

10. AWARD.

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

11. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on the following rating, which will apply to all Price, Technical, and Compliance requirements.

12. DISCOUNTS.

Discounts for prompt payments, based on City Pay Day, will be considered when making awards.

13. TAX EXEMPT.

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

14. SAMPLES.

The Waltham Purchasing Department may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that

samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. ACTIVE VENDOR LIST.

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

16. 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.

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

18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CORPORATION INFORMATION, are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so.

19. STANDARD OF QUALITY.

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

20. 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.

21. 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.

22. STABILITY of AGREEMENT:

Section 1. The failure of the City or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the City or of the Union to future performance of any such term or condition and the obligations of the Union or of the City to such future performance shall continue in full force and effect.

Section 2. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, ordinance or order promulgated by the City.

Section 3. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof and the remaining parts of provisions shall remain in full force and effect.

23. GUARANTEES.

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall

carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

24. SINGLE VENDOR.

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

25. BEST AND FINAL OFFER.

The Waltham Purchasing Department reserves the right to request best and final offers from one or more bidders. Best and final offer will be exercised should the CPO deem it is in the best interest of the Waltham Purchasing Department in order to obtain the best value.

26. 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.

29. BID OPENING INCLEMENT WEATHER

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

30. TIE BREAK

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

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City 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 Agent shall govern.

2. SUITS

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

3. LAWS AND REGULATIONS

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

4. PROTECTION OF PROPERTY

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

5. PROTECTION OF PERSONS

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

6. CONTRACT DURATION.

This contract is for the period required to complete the project inclusive of guarantees.

7. INSURANCE

A. WORKMAN’S COMPENSATION: The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

B. COMPREHENSIVE GENERAL LIABILITY

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

C. AUTOMOBILE (VEHICLE) LIABILITY

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

D. UMBRELLA POLICY \$2,000,000

E. PROFESSIONAL LIABILITY \$2,000,000

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

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

8. PERSONNEL

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City 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 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 Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

9. TERMINATION OF CONTRACT

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

10. CONTRACT OBLIGATIONS

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

11. BIDDER EXPERIENCE EVALUATION

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

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the CPO PRIOR to the commencement of the change order work. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

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

17. BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable

purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

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

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

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

20. ACTIVE REPARATION CLAIMS

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

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

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

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

Further, employees and applicants will not be subjected to harassment or retaliation because they have engaged in or may engage in the following: filing a complaint or assisting or participating in an investigation regarding alleged discrimination or harassment as prohibited in the policy statement above; filing a complaint or assisting or participating in an investigation, compliance evaluation, or any other activity related to the administration of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 ("Rehabilitation Act"), or the Affirmative Action provisions of federal, state or local law; opposing any act or practice made unlawful by VEVRAA requiring equal employment opportunities for individuals with disabilities, disabled veterans, or veterans of the Vietnam Era; or exercising any rights under VEVRAA or the Rehabilitation Act.

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

22. BUY RECYCLING REQUIREMENTS

The City of Waltham's Buy Recycling Procedure follows the EPA's Comprehensive Procurement Guideline (CPG) program promoting the use of materials recovered from solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacturing of new products. The City requires that the purchase of products and material supplied by subcontractors originate, as often as practical, from the recycling of previously used materials.

NOTE

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

Specifications

PROJECT OVERVIEW:

The CITY has recently laid a water main within an existing utility easement between these two roads to complete the water loop in efforts to improve the water quality to the residences of Christopher Road and Melody Lane. The CITY also made limited spot repairs to the existing drainage mains located within the easement. This work was completed in the summer of 2015. In efforts to further improve the water quality, the CITY plans on up-sizing the existing 6-inch water main in its entirety. The drainage system for these two roads discharges into the Hobbs Brook Basin and has many structural defects. The CONSULTANT shall investigate and evaluate the condition of the drainage system and provide recommendations for improvements to the system including use of deep sump basins and flared end sections and rip-rap at outfall locations. While performing these utility improvements, the CITY would like to take the opportunity to extend the sewer main further down Christopher Road to add the remaining residences onto the City's sanitary sewer system. The CONSULTANT shall also investigate and evaluate the existing condition of the sewer mains and provide recommendations for improvements to the system as required. Christopher Road and Melody Lane are private ways. All proposed improvements must be located within the City's utility easements within these private ways. The department of Consolidated Public Works (CPW) has recently paved Trapelo Road within the project area. In order to tie into the existing main along Trapelo Road, this new pavement will be disturbed. In efforts to make the project more appealing to the eye, curb-to-curb resurfacing will be required at each of the intersections with Trapelo Road.

SCOPE OF WORK:

TASK 1 – Existing Conditions Evaluation:

The CONSULTANT shall:

- Attend up to 3 meetings to meet with CITY representatives to discuss overview of the project intent and schedule.
- Perform a topographic survey of the area gathering all pertinent data for design purposes and to develop an existing conditions plan of the work area.
- Perform a Closed Circuit Television (CCTV) investigation of the existing sanitary sewer and storm water drainage system to evaluate the condition of mains and structures. This investigation will include light cleaning of mains (two passes with the jet nozzle) as required. A copy of the CCTV work will be provided to the CITY to keep as record.
- Perform sub-surface investigations to determine the feasibility and methods needed to install new sewer extension along Christopher Road.
- Research and review CITY records including record folio plans, easement plans, design plans / as-builts from previous construction projects done in the work area, and existing service tie cards and stoppage history.
- Limited CCTV work was done of a portion of the drainage system as part of the recent water loop project. A copy of this limited CCTV inspection will be provided to the successful CONSULTANT.

TASK 2 – Utility Improvement Design:

The CONSULTANT shall:

- Utilize the existing conditions plan developed as part of Task 1 to develop design plans for the replacement of water mains and repairs to the sewer and drainage system.
- Detail a temporary bypass water distribution system for use during the replacement of the water mains. This will include construction details and layout of the temporary system. Water service to the residents shall not be interrupted during the construction of the new water mains.
- Detail the locations and methods of tie-in locations of the new mains to existing mains.
- Develop a plan and profile of the proposed sewer extension on Christopher Road and detail the new service connections to each residence up to the property line.

- Detail roadway resurfacing at each intersection with Trapelo Road. The resurfacing shall be curb-to-curb with squared, infrared joints.
- Develop construction details in accordance with CITY standards for the tie-in locations into existing mains, new services from the new main to existing curb stops at each property, and any required additional details for inclusion in the construction documents.
- Obtain any permits required by law if necessary.
- Develop preliminary design drawings, specifications, and bid documents to submit to the CITY for review.
- Develop final design drawings, specifications, and bid documents addressing the CITY's comments of the preliminary design documents.
- All documents shall adhere to applicable Local, State, and Federal requirements.
- Develop an Engineer's estimate of probable construction cost.
- Deliver to the CITY final bid documents for distribution.
- Assist the CITY in the bid process by answering questions of potential bidders regarding the Consultant's design as well as developing any addenda as required.

TASK 3 – Construction Administration / Oversight:

The CONSULTANT shall:

- Provide construction administration services including attending a pre-construction meeting and review of all submittals, wage rates, partial payment requests, change orders, and project completion and closeout.
- Provide construction oversight for the duration of the project. This would include full time on-site inspection, reporting of daily construction activity, verifying the item quantities installed, ensuring all work performed meets the design drawings and specifications, recording as-built information, and coordinating with the CITY's project manager.
- Upon completion of the construction, develop as-built drawings with all pertinent information to serve as record for the CITY.

RESPONSIBILITIES OF THE CITY OF WALTHAM:

The CITY will provide to the CONSULTANT all available record information for street layouts, water lines and building services, sanitary drain lines and building connections, and storm drain lines. The CITY will operate all existing valves during design and construction.

The CITY Purchasing Agent will distribute plans and technical specifications provided by the CONSULTANT and hold a bid opening at CITY Hall, 610 Main Street, Waltham, MA 02452.

DELIVERY TO THE CITY:

The CONSULTANT shall begin performance of the services designated in the contract promptly upon receipt of a written Notice to Proceed. **The 90% preliminary design shall be submitted within 90 days from the Notice to Proceed and the final design shall be submitted within 120 days of the Notice to Proceed** unless unable to do so due to causes not under his control. Cost and schedule commitments shall be subject to renegotiation for unreasonable delays beyond the control of the CONSULTANT. It is anticipated that construction can begin in the Summer of 2016.

All plans, specifications and estimates will be provided to the CITY in both hard copy and electronic format. Drawings shall be formatted to 24"x36" sheet size and delivered electronically as a .dwg file using AutoCAD version 2013 or higher. Signed copies of drawings, final bid documents, and specifications shall be delivered in PDF format.

As-built drawings shall be submitted on Mylar to serve as record for the CITY. In general, drawings will be at a scale of 1"=20' horizontal and 1"=4' vertical unless deemed necessary and approved to alter the scale.

CONSULTANT'S LIABILITY:

Professional services provided by the CONSULTANT shall be in accordance with the generally accepted engineering principles and practices. The CONSULTANT shall be liable for all damage caused by errors or omissions in his work or the work of his subcontractors, agents or employees performed under the contract entered into by the CITY and the selected CONSULTANT. The CONSULTANT expressly agrees that his subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

The CONSULTANT will be required to furnish a Certificate of Insurance, naming the CITY as Additional Insured, for General Liability and Vehicle Liability in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate and Worker's Compensation Insurance as prescribed by law.

Questions concerning this RFP must be submitted in writing to:

Joseph P. Pedulla, Chief Procurement Officer at Jpedulla@city.waltham.ma.us

The CITY shall endeavor to distribute written answers via e-mailed Addenda to all interested parties of record.

7. EVALUATION AND RANKING OF PROPOSALS:

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

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

1. **Cost. (50 points).** Appropriateness, reasonableness and competitiveness of the cost proposal, including hourly charges for personnel and responsiveness to cost information requirements. Costs associated with enhancements and/or deletions to the Scope of Services may be considered under this criterion.
2. **Qualifications of key personnel. (20 points).** The identity and qualifications of key personnel, team members and sub-Consultants available to work on this project, including their expected project assignments. The quality (appropriateness, capability and relevant project experience) of key personnel and continuity of the project team, key personnel and sub-Consultants throughout the project.
3. **Similar experience/past performance on similar projects. (15 points).** The proposer's prior similar experience, including the work which best illustrates the team's most relevant experience, ability and expertise to perform the services requested in this RFP; and the proposer's past performance on similar projects, ongoing and completed within the past five years. The committee will review project descriptions and references from 3 communities in Massachusetts for systems of similar in size and complexity where the CONSULTANT has performed services similar to those included in this request.
4. **Technical Approach, Capacity, Management Approach. (10 points).** The quality, completeness and methodology of the technical approach envisioned for the project in response to the Scope of Services. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete required services; its absence of conflicting commitments to concurrent projects; and its scheduling. The clarity, completeness and effectiveness of the proposed organizational structure and the proposed management approach required to successfully manage this project. The demonstrated ability of the team to work together effectively, to maintain schedule and cost control on this project, to resolve resource constraints, and to interact effectively with City of Waltham operations and staff.

5. **Minority and Women-owned Business Enterprise Participation (MBE/WBE). (5 points).** The amount and significance of MBE and WBE participation and the involvement which meets or exceeds the required minimum percentage established for this project.

REVISIONS IN SCOPE OF WORK:

If during the term of the contract, substantial changes are made by the CITY in the scope of character of the work to be performed, the CONSULTANT shall make the necessary changes only after receiving a written order from the CITY and the CITY will adjust the fee accordingly. In the event that no such written agreement regarding payment ceiling adjustment has been executed prior to the performance of such increased work, the CONSULTANT shall not be entitled to any additional fee. Accordingly, the CONSULTANT is under no obligation to perform work reflecting a change in scope if he has not received a written adjustment of the fee.

SUBMISSION OF PROPOSAL:

Please submit **six (6) copies** of the proposal.

PLACE THIS PRICE SHEET IN A SEPARATE SEALED ENVELOPE including the name of your company and the project title.

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
2. Rates for all billable personnel
3. Certify that all cost information, salaries , rates, policies, etc. are current, complete and accurate
4. Confirm that all individuals listed in its proposal are committed to performance on the projects
5. State that it will meet the insurance requirements for this project may obtained from office of the City of Waltham, Chief Procurement Officer
6. Say if the firm 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 which might adversely affect performance on this project
7. Declare if the firm has filed for the protection of U. S. Bankruptcy Court in the last seven years
8. Include information in the cover letter that demonstrates compliance with the minimum threshold requirements

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.

Firms planning to submit a proposal are encouraged to ask for background information on any aspect of this request so that the submitted proposal fulfills the requirements of the City Engineer. Such information shall be shared with interested parties of record.

Information may be obtained from Stephen Casazza, P. E., City Engineer, City of Waltham, 119 School Street – Room 10, Waltham, MA 02451-4596. The telephone number is (781) 314-3830. The fax number is (781) 314-3844.

Proposals shall be submitted in writing in a sealed envelope **no later than 1:00 PM Thursday March 24, 2016** to:

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

PAYMENT

Payment shall be made following receipt of monthly invoices provided deliverables have been received on schedule.

PLACE THIS PRICE SHEET IN A SEPARATE SEALED ENVELOPE including the name of your company and the project title.

Compliance

(Required Documents.)

Compliance

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

Purchasing Department

City of Waltham
610 Main Street
Waltham, MA 02452

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

Section Index

	Check when Complete
• Non-collusion form and tax compliance form.....	_____
• Corporation Identification Form.....	_____
• Certificate of Vote Authorization.....	_____
• Three (3) References.....	_____
• Workman’s and General Liability Insurance.....	_____
• Debarment Certificate	_____
• Right-to-know Law.....	_____

Your Company’s Name: _____

Service or Product Bid _____

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

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

(Signature of person signing bid or proposal)

(Name of business)

TAX COMPLIANCE CERTIFICATION

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

Signature of person submitting bid or proposal

Name of business

NOTE

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

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

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

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

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

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

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

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

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

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

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

Yes _____, No _____

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

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

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

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City _____ State _____ Telephone Number _____

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:

RIGHT TO KNOW LAW

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

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

Signature

Date

Print Name

NOTE

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

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Chief Procurement Officer of the City of Waltham at any time during the period of the contract or 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 _____

BID PRICE FORM

Follows

**DESIGN OF UTILITY IMPROVEMENTS
ALONG CHRISTOPHER ROAD & MELODY LANE**

**PLACE THIS PRICE SHEET IN A SEPARATE SEALED ENVELOPE including the name
of your company and the project title.**

PRICE SHEET

Company Name: _____

Company Address: _____

Company Phone/Mobile: _____

Company Email Contact: _____

My Company Recognizes receipt of addendum #: _____.



Task 1 – Existing Conditions Evaluation: \$ _____
:

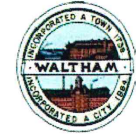
Task 2 – Utility Improvements Design: \$ _____

Task 3 – Construction Administration / Oversight: \$ _____

Total Proposal Cost: \$

THE TOTAL PROPOSAL COST FOR ENGINEERING SERVICES IS BASED UPON A FIXED, NOT-TO-EXCEED AMOUNT.

**CITY OF WALTHAM
ENGINEERING DEPARTMENT
REQUEST FOR PROPOSALS
CHRISTOPHER ROAD
& MELODY LANE
UTILITY IMPROVEMENTS**



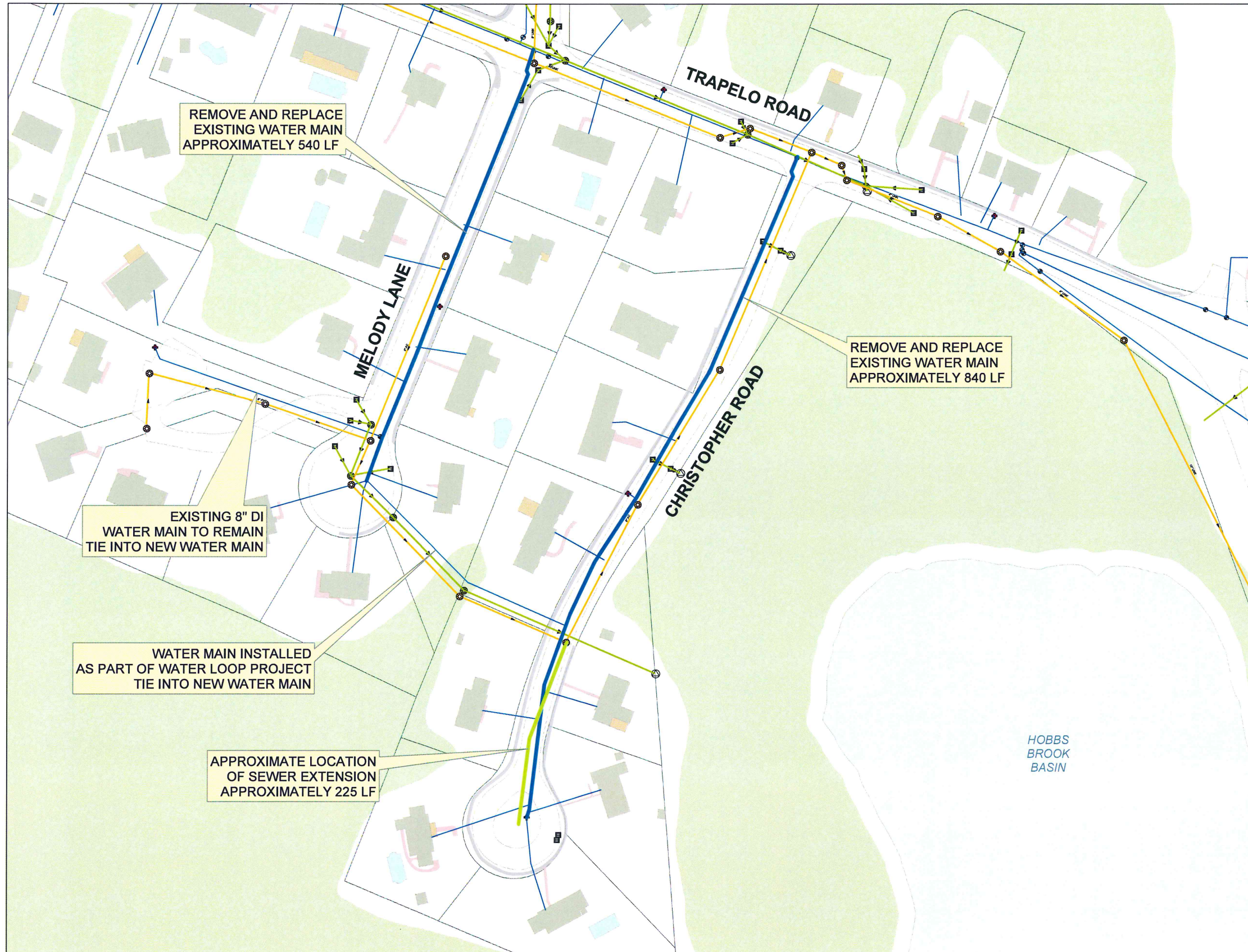
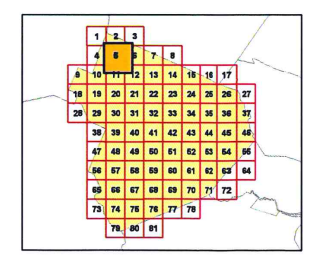
This map is for reference and planning purposes only. It is prepared for the inventory of real property within the City of Waltham and is compiled from tax maps, recorded deeds and plats. Users of this tax map are hereby notified that the aforementioned public primary information sources should be consulted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

Legend

- ⊙ Sewer Manhole
- Gravity Sewer
- Sewer Service
- Drain Line
- ▣ Catch Basin
- ⊙ Drain Manhole
- ⊙ Outfall
- Water Lines
- Gate Valve
- ♦ Hydrant
- Building Footprints
- Deck
- Sidewalk
- Swimming Pools
- ▭ Parcel Lines
- Vegetated Area
- Water Bodies



1 inch = 50 feet



REMOVE AND REPLACE EXISTING WATER MAIN APPROXIMATELY 540 LF

REMOVE AND REPLACE EXISTING WATER MAIN APPROXIMATELY 840 LF

EXISTING 8" DI WATER MAIN TO REMAIN TIE INTO NEW WATER MAIN

WATER MAIN INSTALLED AS PART OF WATER LOOP PROJECT TIE INTO NEW WATER MAIN

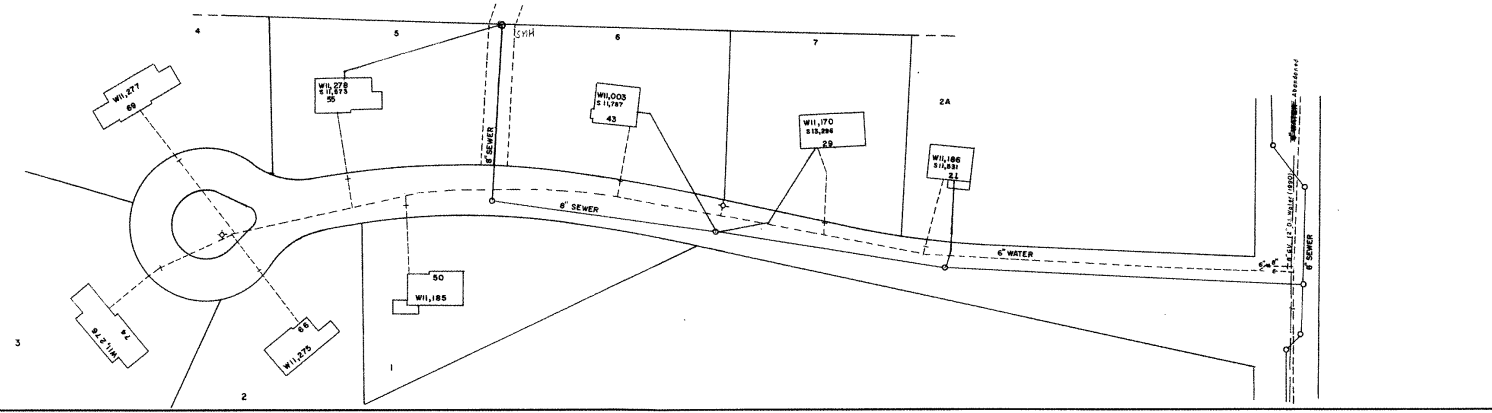
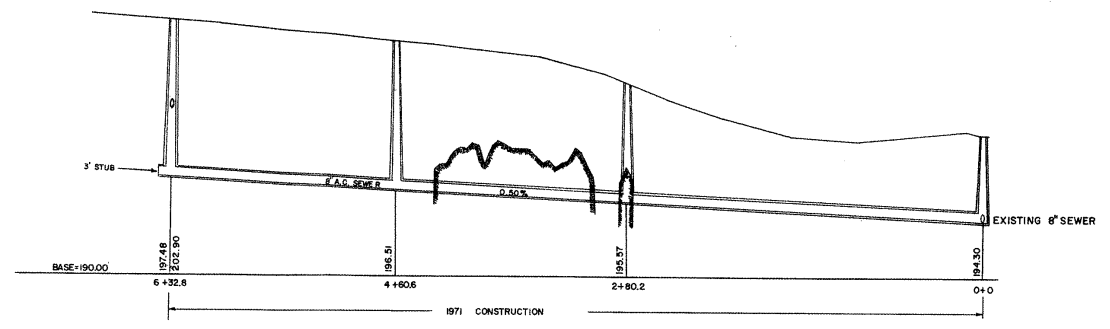
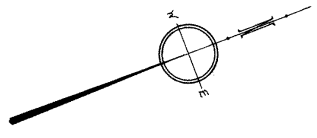
APPROXIMATE LOCATION OF SEWER EXTENSION APPROXIMATELY 225 LF

HOBBS BROOK BASIN

Christopher Rd.
Water & Sewer
#21.1 of 14

CHRISTOPHER ROAD

SCALES: 40 FT. HOR. & 4 FT. VER. PER. INCH

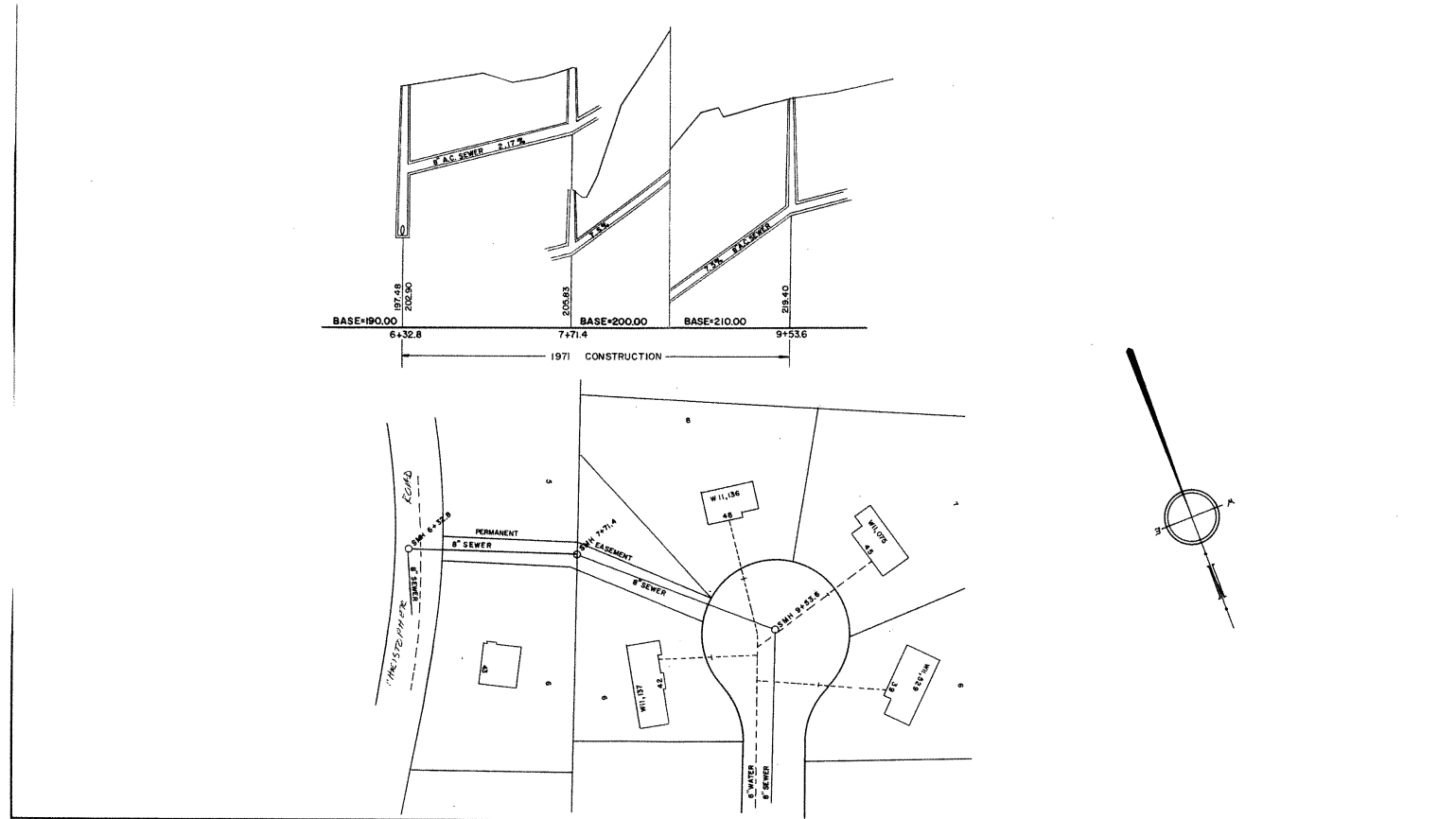


CHRISTOPHER RD.

Melody Lane
Water & Sewer
02/11/12

MELODY LANE OUTLET

SCALES: 40 FT. HOR. & 4 FT. VER. PER. INCH



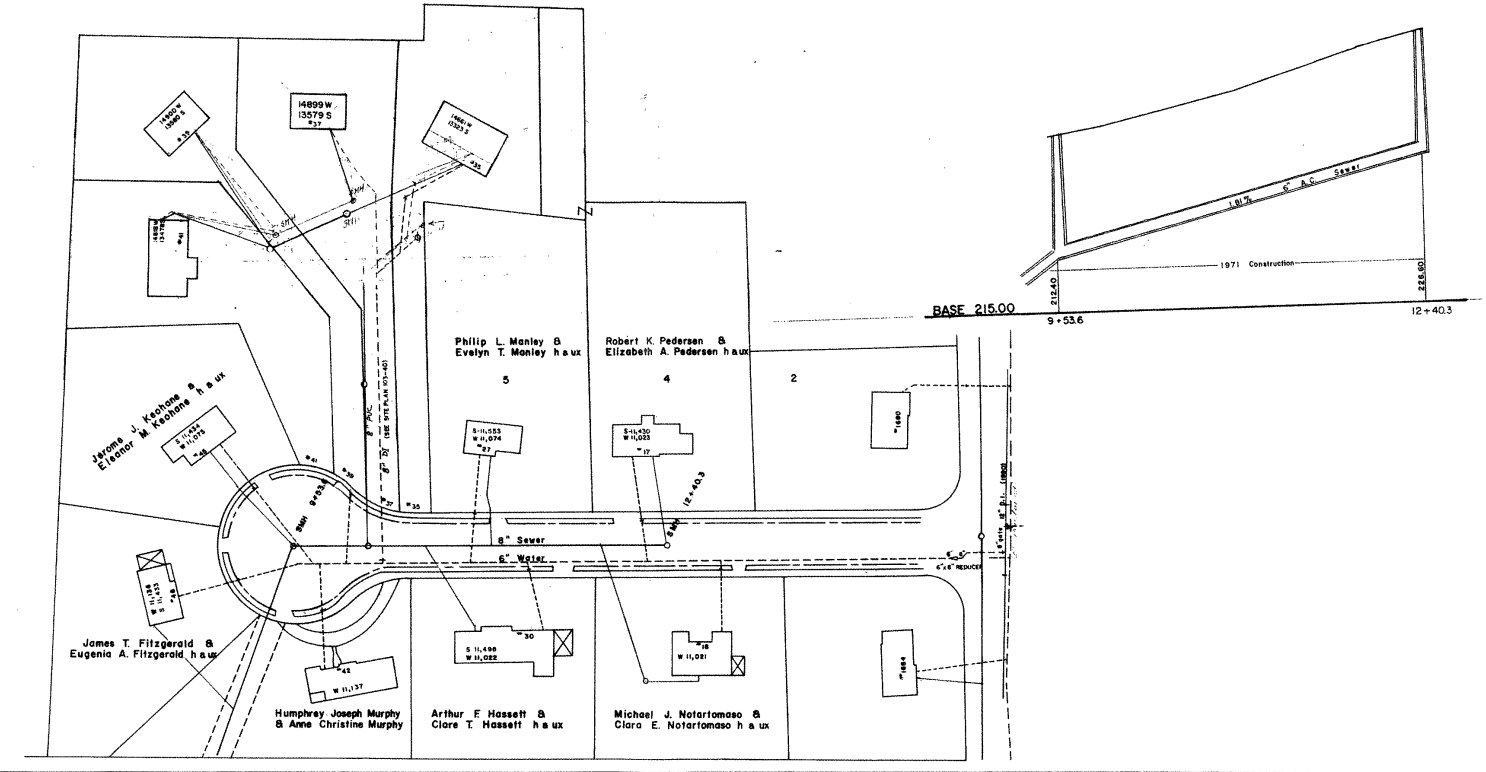
MELODY LANE OUTLET

Melody Street
Water & Sewer
17 - 48

MELODY LANE

SCALES: 40 FT. HOR. & 4 FT. VER. PER IN.

TABLE OF ASSESSMENTS FOR 1971 CONSTRUCTION					
CONSTRUCTION ORDER # 23009			DATE OF APPROVAL JULY 8, 1971		
EST'D COST & APPROPRIATION \$40,500			TOTAL EST'D ASS'MT		
ASSESSMENT ORDER # 23229			DATE OF APPROVAL JUNE 27, 1972		
AMOUNT ASSESSED \$3,678.84					
FINAL COST					
COST PER FOOT TO ABUTTER \$ 4.00					
OWNER	Lot No.	Frontage	Portage Assessed	Amount Assessed	REMARKS
WEST SIDE					
Robert K. & Elizabeth A. Pedersen	4	17	125.00	500.00	
Philip L. & Evelyn T. Manley	3	27	122.08	500.24	
Charles & Phyllis Rigoll	6	39	98.25	390.92	
Jerome J. & Eleanor M. Keohane	7	45	80.00	320.00	
EAST SIDE					
Michael J. & Clara E. Notaromoso	11	18	145.83	582.12	
Arthur F. & Clara T. Hassett	10	30	123.89	495.56	
Humphrey Joseph Murphy & James Christine Murphy	9	42	125.00	500.00	
James T. & Eugenia A. Fitzgerald	8	48	80.00	320.00	
TOTALS		219.77		\$ 3,678.84	



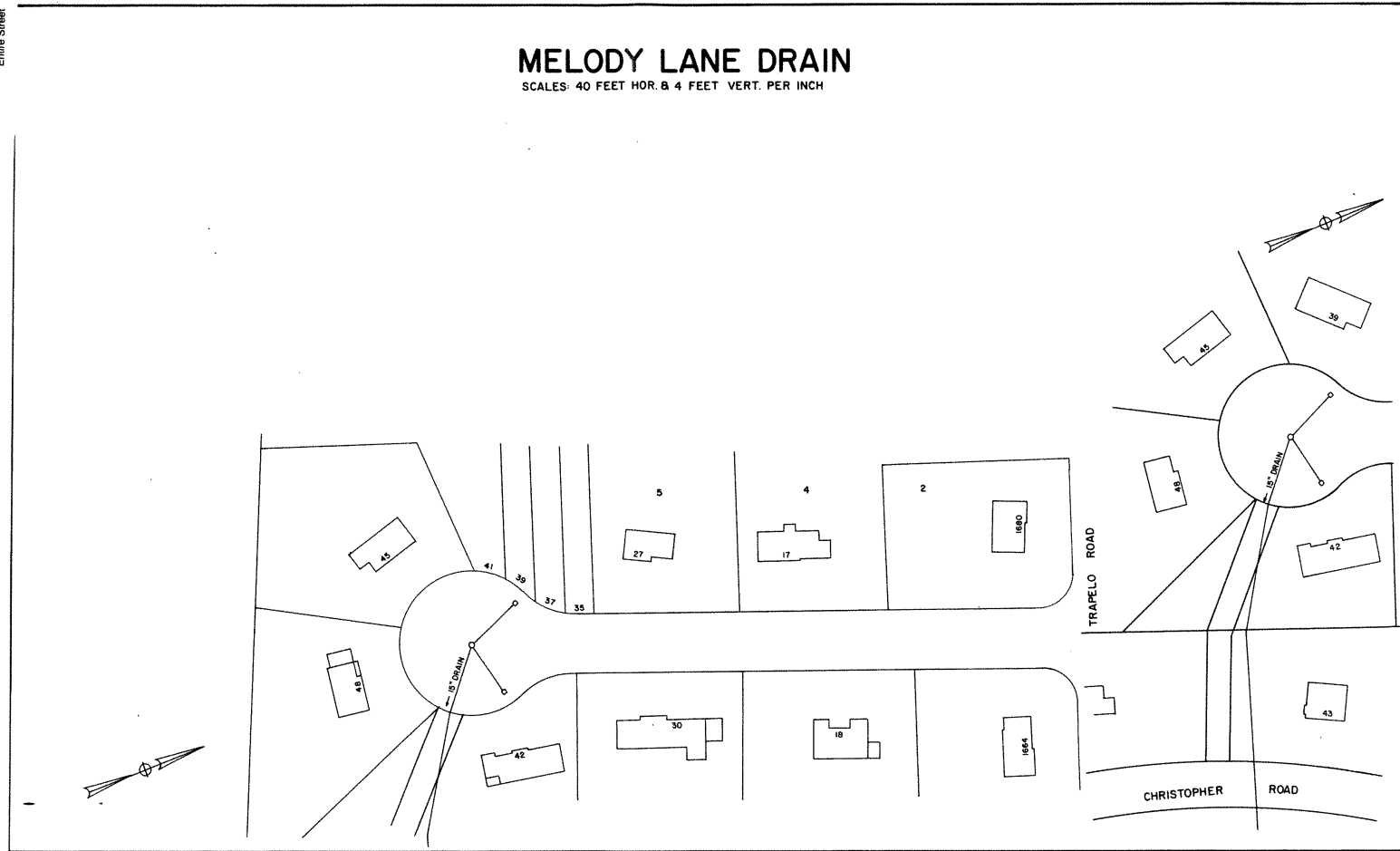
BASE 215.00
9 + 53.6
12 + 40.3

MELODY LANE

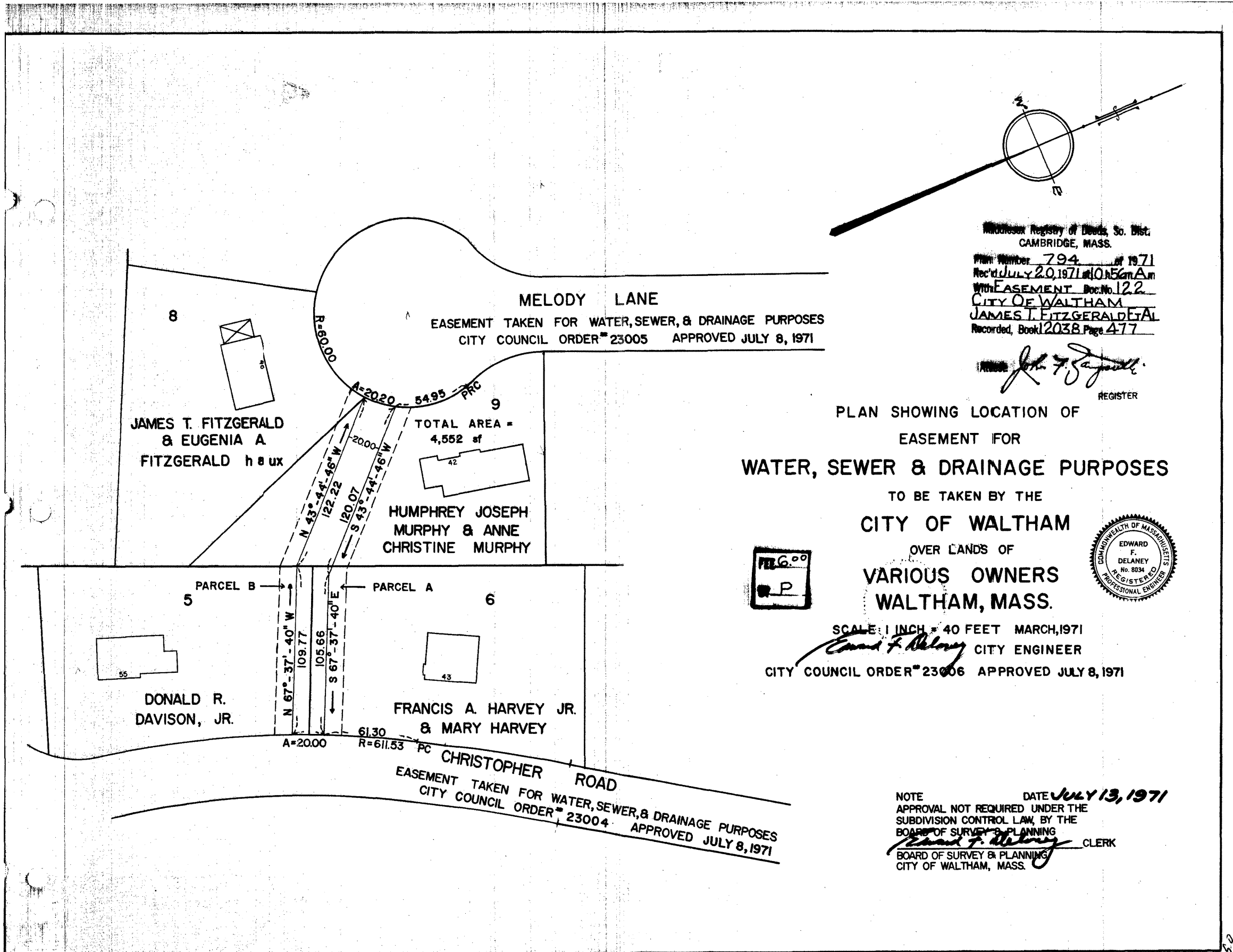
Melody Lane
Entire Street

MELODY LANE DRAIN

SCALES: 40 FEET HOR. & 4 FEET VERT. PER INCH



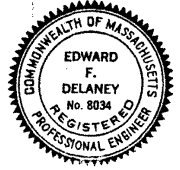
MELODY LANE DRAIN



Massachusetts Registry of Deeds, So. Dist.
 CAMBRIDGE, MASS.
 Plan Number 794 of 1971
 Rec'd July 20, 1971 at 10:56 am A.M.
 With EASEMENT Doc. No. 122
 CITY OF WALTHAM
 JAMES T. FITZGERALD ET AL
 Recorded, Book 12038 Page 477

John F. Zappelli
 REGISTER

PLAN SHOWING LOCATION OF
 EASEMENT FOR
 WATER, SEWER & DRAINAGE PURPOSES
 TO BE TAKEN BY THE
 CITY OF WALTHAM
 OVER LANDS OF
 VARIOUS OWNERS
 WALTHAM, MASS.



SCALE: 1 INCH = 40 FEET MARCH, 1971
Edward F. Delaney CITY ENGINEER
 CITY COUNCIL ORDER # 23006 APPROVED JULY 8, 1971

NOTE DATE JULY 13, 1971
 APPROVAL NOT REQUIRED UNDER THE
 SUBDIVISION CONTROL LAW, BY THE
 BOARD OF SURVEY & PLANNING
Edward F. Delaney CLERK
 BOARD OF SURVEY & PLANNING
 CITY OF WALTHAM, MASS.

794

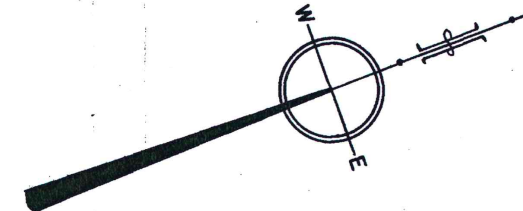
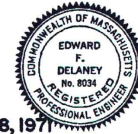
794
 850
 145

PLAN SHOWING LOCATION OF
EASEMENT FOR
WATER, SEWER & DRAINAGE PURPOSES
TO BE TAKEN BY THE
CITY OF WALTHAM
OVER
CHRISTOPHER ROAD
WALTHAM, MASS.

SCALE: 1 INCH = 40 FEET MARCH, 1971

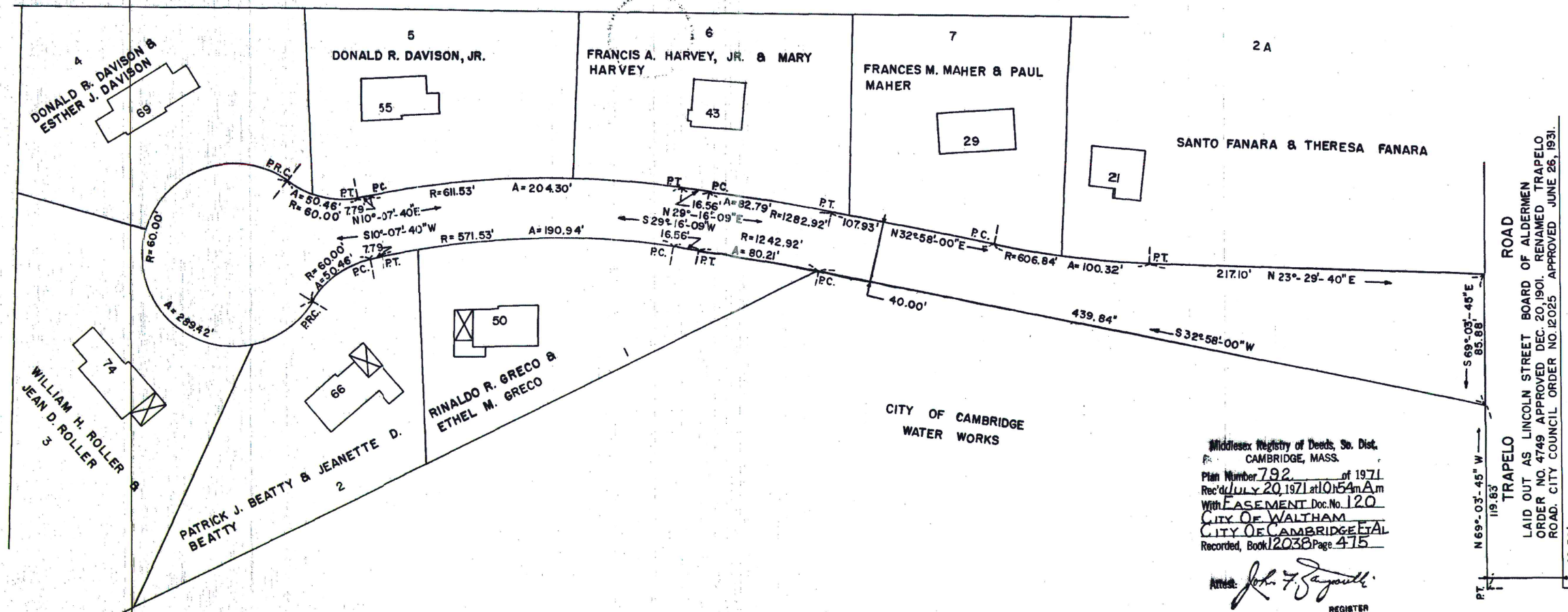
Edward F. Delaney CITY ENGINEER

CITY COUNCIL ORDER NO. 23004 APPROVED JULY 8, 1971



NOTE: DATE: **JULY 13, 1971**
APPROVAL NOT REQUIRED UNDER THE
SUBDIVISION CONTROL LAW BY THE
BOARD OF SURVEY & PLANNING.
Edward F. Delaney CLERK
BOARD OF SURVEY & PLANNING.
CITY OF WALTHAM, MASS.

FEE 9.00
P



792

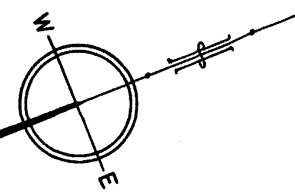
792

PLAN SHOWING LOCATION OF
EASEMENT FOR
WATER, SEWER & DRAINAGE PURPOSES
TO BE TAKEN BY THE
CITY OF WALTHAM
OVER
MELODY LANE
WALTHAM, MASS.

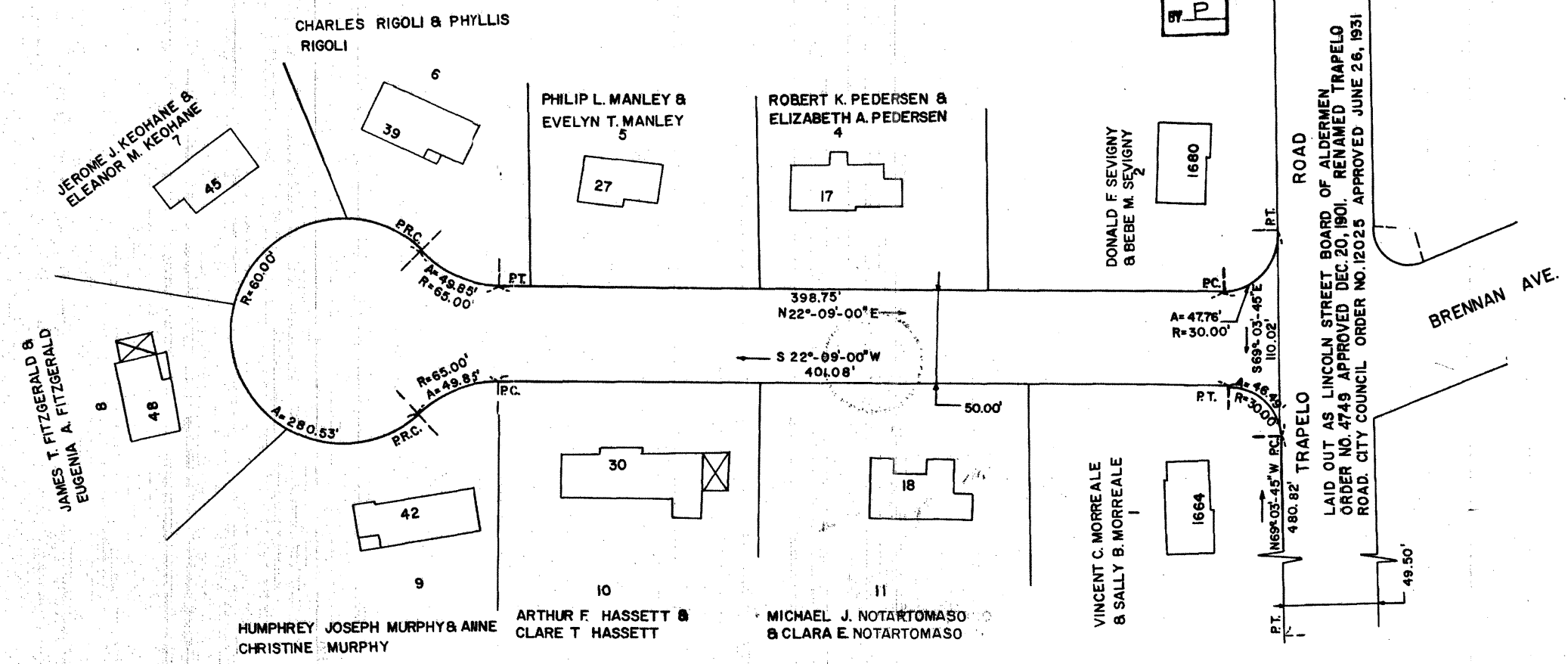
SCALE: 1 INCH = 40 FEET MARCH, 1971
Edward F. Delaney CITY ENGINEER
CITY COUNCIL ORDER NO. 25005 APPROVED JULY 8, 1971

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 793 of 1971
Rec'd July 20, 1971 at 10:55 A.M.
With EASEMENT Doc. No. 121
CITY OF WALTHAM
VINCENT C. MORREALE ET AL
Recorded, Book 12038 Page 476

John F. Fitzgerald
REGISTER



NOTE: DATE: JULY 13, 1971
APPROVAL NOT REQUIRED UNDER THE
SUBDIVISION CONTROL LAW BY THE
BOARD OF SURVEY & PLANNING.
Edward F. Delaney CLERK
BOARD OF SURVEY & PLANNING.
CITY OF WALTHAM, MASS.

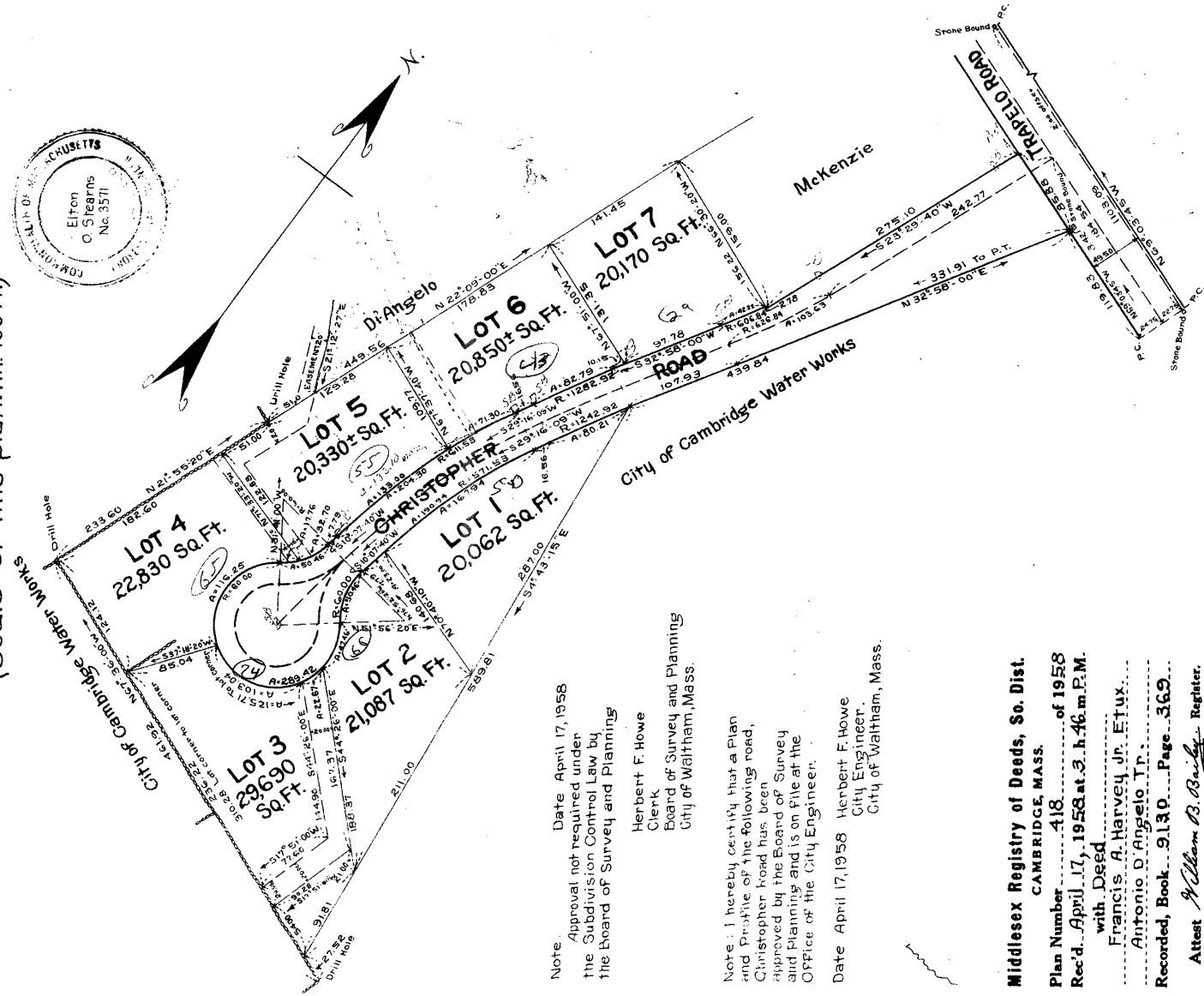
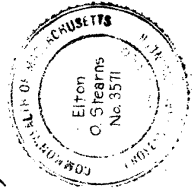


W7367

1-33

Subdivision of Land
in
WALTHAM, MASS.
belonging to
Francis A. Jr. & Mary A. Harvey
Scale 1 inch = 40 feet May 1957
Rowland H. Barnes & Co. Civil Engineers
681 Main St., Waltham, Mass.

(Original on file.)
(Scale of this plan: 1 in. = 100 ft.)



Note: Date April 17, 1958
Approval not required under
the Subdivision Control Law by
the Board of Survey and Planning

Herbert F. Howe
Clerk
Board of Survey and Planning
City of Waltham, Mass.

Note: I hereby certify that a Plan
and Profile of the following road,
Christopher Road has been
approved by the Board of Survey
and Planning and is on file at the
Office of the City Engineer.

Date April 17, 1958 Herbert F. Howe
City Engineer.
City of Waltham, Mass.

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 418 of 1958
Rec'd April 17, 1958 at 3:46 p.m.
with Deed
Francis A. Harvey Jr. Et ux
Antonio D. Angelo Tr.
Recorded, Book 9130, Page 362
Attest William B. Bailey Register.

1-33