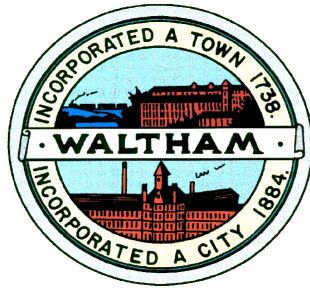


The City of Waltham



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

Design Services for the Winter Street Water System, 2021

Proposal are Due: Thursday September 16th, 2021 at 3:00PM

Pre-Proposal Briefing via ZOOM: Thursday September 2nd, 2021 at 11:00AM

Last Day for Written Questions: Tuesday September 7th, 2021 at 12:00PM

(Via E-Mail Only to cphilpott@city.waltham.ma.us)

Table of Contents:

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

Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR PROPOSAL (RFP)

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

Design Services for the Winter Street Water System, 2021

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

Thursday September 16th, 2021 at 3:00PM

Pre-Proposal Briefing via ZOOM: **Thursday September 2nd, 2021 at 11:00AM**

Last Day for Written Questions: **Tuesday September 7th, 2021 at 12:00PM**

(Via E-Mail Only to cphilpott@city.waltham.ma.us)

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

6 COPIES OF YOUR PROPOSAL MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED FOR: DESIGN for the Winter Street Water System

1 COPY OF THE PRICING PROPOSAL MUST BE ENCLOSED IN A SEPARATE SEALED ENVELOPE MARKED: PRICE PROPOSAL DESIGN for the Winter Street Water System

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 to design and oversee the construction phase of the installation of approximately 1800ft of new 8" water main, the cleaning and cement lining of approximately 6800ft of 10" water main, and sewer, water and drain rehabilitation and replacements on Glen Circle, Lincoln Street Extension, and Lincoln Terrace in Waltham.

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2021 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.

Date for **final completion of the design is 8 months from the date of the Notice-to-Proceed (NTP)**

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

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

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

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

Robert Winn, City Engineer
Date: _____

Crystal Philpott, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

CONTRACTOR (Signature),
Date: _____

Company

Address

Instructions

INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

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

2. FORMS AND ATTACHMENTS.

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

3. PRINTED OR TYPED RESPONSE.

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

4. CORRECTIONS.

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

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

5. PRICE IS ALL FIXED AND INCLUSIVE.

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

6. PRICE DISCREPANCY *(if applicable)*

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

7. EXCEPTIONS

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

8. BID DEPOSITS *(if applicable)*

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

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

9. WITHDRAW.

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

10. AWARD.

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

11. EVALUATION AND RANKING OF PROPOSALS:

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

12. AWARD CRITERIA.

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

13. TAX EXEMPT.

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

14. SAMPLES (if applicable).

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

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 CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.

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. DELIVERIES (if applicable):

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

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

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

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

23. LABELING. (if applicable):

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

24. GUARANTEES (if applicable):

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

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

25. 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.

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.

27. BID OPENING INCLEMENT WEATHER

If, at the time of the originally scheduled bid opening, City Hall is closed due 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.

28. TIE BREAK

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

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

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

2. SUITS

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

3. LAWS AND REGULATIONS

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

4. PROTECTION OF PROPERTY

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

5. PROTECTION OF PERSONS

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

6. CONTRACT DURATION.

This contract is for the completion of the 8 month design period plus the construction administration period and final acceptance of the project by the City.

7. **INSURANCE**

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

B. **COMPREHENSIVE GENERAL LIABILITY**

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

C. **AUTOMOBILE (VEHICLE) LIABILITY**

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

D. **UMBRELLA POLICY**

General liability	\$1,000,000
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Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: *“The City of Waltham is a named additional insured for all insurances under the contract, excluding Automobile and Workers Compensation coverage”*. **Failure by the contractor to provide a current and updated insurance policy, during the entire duration of the contract, may result in additional legal liability.** The Certificate of Insurance must be mailed directly to:

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

8. PERSONNEL:

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

9. MATERIALS (if applicable)

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

10. TERMINATION OF CONTRACT

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

11. CONTRACT OBLIGATIONS

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

12. BIDDER EXPERIENCE EVALUATION

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

15. NOT-TO-EXCEED AMOUNT

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

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

16. FINANCIAL STATEMENTS.

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

17 BREACH OF CONTRACT/ NON PERFORMANCE

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

18 RIGHT TO AUDIT

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

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

All contracts 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

(Add an additional page if necessary)

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

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

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

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

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

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

Specifications

1. OVERVIEW OF REQUEST:

Engineering firms making proposals must respond in writing to all requirements of this Request for Proposals (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

2. PROJECT SCOPE:

Task 1: Existing Conditions Plans

Consultant shall

- Perform an on-the-ground survey of the project area indicated in Figure 1. Survey shall locate all semi-permanent and permanent features including but not limited to edge of traveled way, utility structures (rim and invert elevations), utility poles, overhead wires, walls, curbing / berms, fences, driveways, house corners, property monumentation, trees 4-inch or greater in caliper landscaping features, and general topography of project area.
- Survey shall extend 10 feet beyond the limits of the right-of-way.
- Perform utility research for any private underground utility that may be within the project area, including but not limited to natural gas, electric, communication, and cable. The Consultant shall be solely responsible for all costs for obtaining plans from private utility companies and shall do so at no additional cost to the City.
- Establish benchmarks for horizontal and vertical control at each end of the project area with an additional vertical benchmark located in the center of the project area to be used during construction.
- Coordinate Police Details for traffic management.
- Survey is to be on North American Datum 1983 (NAD83) and North American Vertical Datum 1988 (NAVD88).
- Prepare the existing conditions plan using AutoCAD Civil 3D version 2021. Plan set shall be 24" x 36". Plan view shall be scaled at 1"=20'. Plan shall provide 1 foot contours, existing utility locations, invert and rim elevations, property information, and other noted existing conditions.
- Submit the electronic .dwg file of the existing conditions survey to the City via CD or external hard drive.
- Upon completion of construction activity, consultant shall remobilize to the project area and re-survey the project area to update the original existing conditions plan with the new construction.
- Submit the updated electronic .dwg file of the updated existing conditions survey to the City via CD or external hard drive.

TASK 2 – Design Service:

Review all applicable information, data, surveys, reports and existing drawings related to the Project including, but not limited to, record drawings, of existing facilities, environmental, geotechnical, and archaeological assessments previously completed in the area.

- Prepare base plans on 24" x 36" sheets with a scaled no larger than 1"=40"
- The attached sketch (Figure 1) indicates scope items and where base plans from city GIS are acceptable and where topographical land survey is required.
- Develop updated drainage system, new CB and MH, and roadway reconstruction and grading plans to provide positive drainage characteristics for Glen Circle, Lincoln St Extension, and Lincoln Terrace.
- Prepare and easement plan and revised easement documents for the easement between Totten Pond Rd and Winter St
- Perform geotechnical and boring investigations as required and provide report to the City.
- Determine temporary water services and project sequencing plan and submit to the City.
- Flag resource areas by Professional Wetland Scientist prior to survey.
- Provide copies of the specifications and cost estimate in electronic format. Use Autodesk Civil 3D 2021 for Plans. Signed copies of drawings shall be in .pdf format. Tables shall be in Microsoft Excel format. Contract and written reports shall be in .pdf format
- Prepare 75% preliminary design drawings, construction schedule and cost estimate for the project
- Meet with Engineering Dept. and Water & Sewer Division following submission of 75% plans to review the city's comment.
- Prepare 100% final design drawings, cost estimate, Specifications and bid documents
- Prepare and file a Notice of Intent(NOI) or Request for Determination of Applicability (RDA) as required with the Waltham Conservation Commission for the proposed work within resource areas. Attend the public hearing with the Conservation Commission and respond to any questions from the Commission or DEP.
- Identify any other permits required to construct the proposed improvements and prepare as required.
- Assist the CITY in the bid process by attending one pre-bid conference, answering questions of potential bidders and develop any addenda if necessary.
- Review bids received, review for completeness, check references and recommend award to lowest qualified bidder.

TASK 3 – Construction Phase:

Following the selection of a Contractor to complete the work;

The CONSULTANT shall:

- Provide Construction Administration services including review of all submittals by the Contractor.
- Hold monthly project progress meetings
- Submit weekly project report that addresses project schedule, materials, quality control submittals, and digital photos.

- Provide Construction Oversight services to ensure that all work is done according to the specifications and guidelines set forth in the contract documents developed by the CONSULTANT.
- Recording of daily construction activity and measurement of item quantities completed.
- Review and approve payment requests applied for by the Contractor ensuring work has successfully been completed and the accuracy of the item quantities.
- Develop As-built drawings to serve as records for the CITY to show the rehabilitation work completed during the construction phase.
- Prepare service tie cards for all water and sewer services repaired or replaced.

3. RESPONSIBILITIES OF THE CITY OF WALTHAM:

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

The City Chief Procurement Officer will distribute plans and specifications provided by the consultant and hold a bid opening at City Hall, Purchasing 610 Main Street, Waltham, MA 02452.

4. 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 and shall deliver all of the items listed in "Scope of Work" above to the City within 8 (eight) months of receiving such notice 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 will begin in Summer 2022.

5. 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.

6. SCHEDULE OF PROPOSAL SELECTION PROCESS:

The following is a tentative schedule of the selection process.

RFP issue	August 25, 2021
Pre-Proposal Meeting	September 2, 2021
Deadline For Questions.....	September 7, 2021
Answers released to firms on record.....	September 10, 2021
Deadline for proposals.....	September 16, 2021
If required, Interviews with short-listed firms.....	September 27-30th, 2021
Selection and notification of results.....	October 8th, 2021

Questions concerning this RFP, must be submitted in writing to Crystal Philpott, Chief Procurement Officer, at cphilpott@city.waltham.ma.us . The City shall endeavor to distribute written answers via e-mail 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 may include interviews or the opportunity to provide additional information to the committee.

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 Engineering 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.

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

- a) **Qualifications of Key Personnel:** 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.

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.

- b) **Similar Experience/Past Performance on Similar Projects:** 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.

Highly Advantageous: The Proposer has **five or more** similar projects they have performed on within the past five years.

Advantageous: The Proposer has **two to four** but less than three similar projects they have worked on within the past five years.

Not Advantageous: The Proposer has worked on **one** similar project within the past five years, or has worked on one or more over five years ago.

Unacceptable: The Proposer has never worked on a project of this type.

- c) **Technical Approach, Capacity, Management Approach:** 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.

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.

- d) **Cost:** 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. The Base Proposal (Tasks 1, 2 & 3) shall be considered the basis in this category.

8. SUBMISSION OF PROPOSAL:

Please submit six copies of the Technical Proposal.

1. The proposal shall begin with a cover letter which confirms that the proposer understands and agrees to the provisions of this RFP .
2. Completed COMPLIANCE documents provided with WET Signatures on at least one Proposal labeled "Original".
3. Project Approach to Accomplish the Work
4. Scope of Work- Expand and highlight tasks that were not specifically called out in the Project Scope. Provide project schedule to complete the work.
5. Qualifications of key personnel- Provide team chart identifying team. 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.
6. List of Similar Work Experience, include design, construction administration and resident services and link projects to personnel.
7. 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 Robert S. Winn, P. E., City Engineer, City of Waltham, 119 School Street, Waltham, MA 02451-4596. The telephone number is (781) 314-3830. The fax number is (781) 314-3844.

Please submit one copy of the Price Proposal.

1. Price- Person-Day Estimates and Project Cost For each task in the scope of work, present the estimated hours required and the grade or title, hourly compensation rate, and number of hours each personnel will be assigned to each task. Provide a subtotal of the hours by major task and a total cost estimate of hours for the entire scope of work. If additional tasks are proposed by the firm, clearly indicate these subtasks and provide separate subtotals for them as well as a total project cost for all work. In addition, show all expenses and ODCs for each task.
2. In addition to the Price breakdown per Task, Complete the Total All Inclusive Price Form provided.

Please ensure that the Technical and Price Proposals are submitted in **separate sealed envelopes**. The envelopes shall be marked as follows:

Envelope A – 6 Copies “Technical Proposal – City of Waltham – Winter Street Water System Design”

Envelope B – 1 Copy “Price Proposal – “City of Waltham – Winter Street Water System Design”

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

Crystal Philpott
Chief Procurement Officer
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452-5580

no later than 3:00 pm on Thursday, September 16th, 2021.

10. PAYMENT

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

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.....	_____
• Certificate of Insurance (showing all limits of WC &GL).....	_____
• Three (3) References.....	_____
• Debarment Certificate	_____
• Right-to-know Law.....	_____

Your Company's Name: _____

Service or Product Bid _____

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

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

ORIGINAL "WET" SIGNATURES REQUIRED

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

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

(Signature of person signing bid or proposal) Date

(Name of business)

ORIGINAL "WET" SIGNATURES REQUIRED

TAX COMPLIANCE CERTIFICATION

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

Signature of person submitting bid or proposal Date

Name of business

NOTE

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

ORIGINAL "WET" SIGNATURES REQUIRED

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

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

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

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

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

ORIGINAL "WET" SIGNATURES REQUIRED

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

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

Notary Public;

My Commission expires: _____

ORIGINAL "WET" SIGNATURES REQUIRED

CORPORATION IDENTIFICATION

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

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

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

Yes _____, No _____

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

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

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

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature

Title

Business Address (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City State Telephone Number Today's Date

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

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

RIGHT TO KNOW LAW

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

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 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:

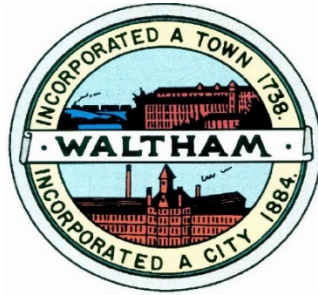
Print name _____,

Date _____

PRICE FORM

(Follows)

**CITY OF WALTAM
ENGINEERING DEPARTMENT**



**PRICE PROPOSAL
Winter Street Water System Design
Waltham, Massachusetts**

September 16, 2021

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.

Task 1 - Existing Conditions Plans

_____ \$ _____
(In Words) (In Figures)

TASK 2 – Design Services

_____ \$ _____
(In Words) (In Figures)

TASK 3 – Construction Phase

_____ \$ _____
(In Words) (In Figures)

BASE PROPOSAL TOTAL (TASKS 1 ,2 & 3)

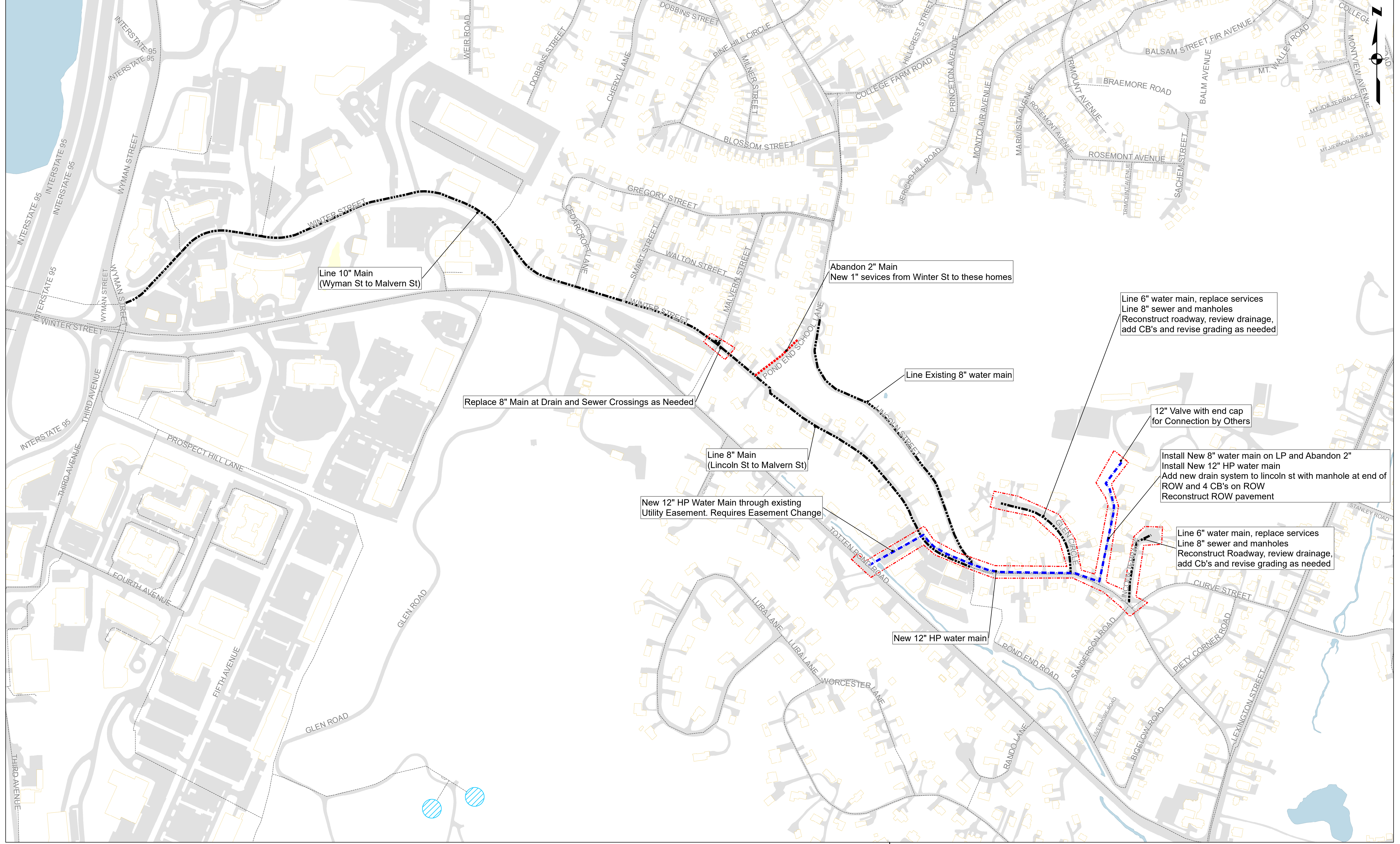
_____ \$ _____
(In Words) (In Figures)

Company Name: _____

Date of Proposal: _____

ATTACHMENTS

(FIGURE 1)



Legend

- Existing Water Main
- - - - - Approx. Limits of Topographical Survey
- Clean and Line
- New HP 12" Water Main
- Replace 2"

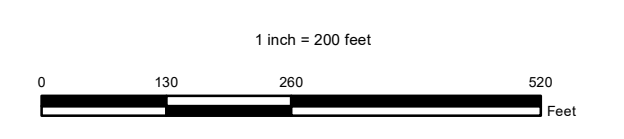


FIGURE 1
WINTER ST & LINCOLN ST
PROPOSED WORK OVERVIEW

