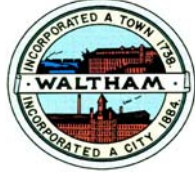


The City of Waltham



**Invites,
Interested Parties
To propose the best plan**

For the:

**WATER MAIN IMPROVEMENTS DESIGN,
BEAR HILL ROAD & SECOND AVENUE**

Your response is due to the Purchasing Office no later than

10:00 am Friday October 23, 2015

Site Inspection and Briefing: Thursday October 15, 2015 at 10:00 AM

(Meet at the intersection of Bear Hill Road and Main Street)

Last day for Written Questions: Friday October 16, 2015 at 12 Noon

(Email to Jpedulla@city.waltham.ma.us)

**REQUEST FOR QUALIFICATIONS
FOR DESIGNER SERVICES FOR THE
DESIGN of the WATER MAIN IMPROVEMENTS
ON
BEAR HILL ROAD & SECOND AVENUE**

The City of Waltham is seeking responses from qualified Designer Firms registered and licensed in the Commonwealth of Massachusetts for the preparation of plans and specifications, cost estimating, bidding documents, construction documents and construction Administration for the Water Main Improvement on Bear Hill Road & Second Ave.

I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS.

- 1) RFQ packages can be obtained from; and will be accepted at the City of Waltham, www.city.waltham.ma.us/open-bids until **10:00 AM, October 23, 2015** for this Request for Qualifications which is made in accordance with MGL c.7C §44-58 and §1-61. **The original and three copies of the proposal are required.**

a. The non-price proposal envelope must be sealed and clearly marked:

Non-Price Proposal – **DESIGNER SERVICES FOR THE WATER MAIN IMPROVEMENTS, BEAR HILL ROAD, & SECOND AVE.**

b. The Price proposal envelope must be sealed and clearly marked:

Price Proposal – **DESIGN SERVICES FOR THE WATER MAIN IMPROVEMENT ON BEAR HILL ROAD & SECOND AVE.**

- 2) Award date. Award will be made within forty-five (45) days after the due date unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All RFQ's submitted shall be valid for a minimum period of forty-five (45) calendar days following the date established for acceptance.
- 3) **Questions** concerning this RFQ must be submitted in writing to: Joseph Pedulla/CPO at jpedulla@city.waltham.ma.us **before 12 noon October 16, 2015.** Questions may be delivered, mailed, emailed, jpedulla@city.waltham.ma.us. Written responses will be mailed to all bidders on record as having requested the RFQ.
- 4) RFQ's may be modified, corrected or withdrawn only by written correspondence received by the City of Waltham prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" and must reference the original RFQ.
- 5) After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City of Waltham or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.
- 6) The City of Waltham reserves the right to reject any and all RFQ's and to waive any informality in RFQ's received whenever such rejection or waiver is in its best interest.

- 7) The City of Waltham will not be responsible for any expenses incurred in preparing and submitting RFQ's. All Designer, Water Main Improvements, Bear Hill Rd. & Second Ave, 2015

RFQ's shall become the property of the City of Waltham.

- 8) Responders must be willing to enter into the City of Waltham standard form of contract that will include the scope of services description of this RFQ.
- 9) The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in performance of service.
- 10) RFQ's received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
- 11) Any RFQ's received after the advertised date and time for opening will be returned to the responder unopened.
- 12) Purchases by the City of Waltham are exempt from federal, state and municipal sales and/or excise taxes.
- 13) All the documents in the COMPLIANCE Section must be included with the bid response. The bid must be signed by the authorized individual(s).
- 14) Unexpected closures. If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 2:00 PM on the next normal business day. RFQ's will be accepted until that date and time.
- 15) The City of Waltham is an Affirmative Action/Equal Opportunity Employer. The City encourages RFQ's from qualified MBE/DBE/WBE firms.
- 16) Responses to the RFQ must be prepared according to the guidelines set forth herein. Selection of the successful responder will be based upon an evaluation and analysis of the information and materials required under the RFQ.

II. SCOPE OF SERVICES.

The City of Waltham is seeking professional engineering services to provide consulting engineering for the City to complete the design of a water system improvements project on Bear Hill Road and Second Avenue. The project limits are from approximately No. 50 Bear Hill Road to Winter Street. This project is being undertaken as part of the MWRA Local Pipeline Assistance Program. The CITY invites your proposal which will be reviewed via a Quality Based Selection process.

Project Description:

The selected professional engineering firm shall conduct or otherwise acquire the necessary field surveys, quantity estimates provided are approximate, subsurface investigation, and other pertinent information needed for the design of the water improvement project. The firm shall prepare detailed final design plans, technical specifications, and cost estimates as needed for the construction of project improvements as described below and shown on the attachments.

The project will be designed as two separate phases. Phase 1 will consist of approximately 3,800 linear feet of water main replacement from approximately No. 50 Bear Hill Road to Second Avenue. Phase 2 will consist of approximately 4,000 linear feet of water main replacement from Second Avenue to Winter Street.

Each phase includes replacing the existing 10-inch water main with new 12-inch water main, installation and removal of temporary water bypass to maintain services in each phase, replacement of all water apertures including water services, gate valves, hydrant assemblies, and fire services, and temporary bituminous trench paving. Each phase shall be designed such that it can be reasonably completed in full, within a normal construction season.

The selected professional engineering firm will prepare detailed plans and technical specifications for the water main replacement. The firm will develop 22" x 34" plan and profile sheets (1"=40') and research existing record drawings and other utilities in the area and include pertinent information. The base maps will be prepared using the GIS information available from the City. Supplemental survey will be required to include subsurface utilities and information not shown on the GIS.

All drawings will be prepared in digital format on AutoCAD, Release 2010 or newer. Technical specifications will be prepared using the sixteen-division format of the Construction Specifications Institute (CSI). The City's design standards will be incorporated into the detailed plans and technical specifications. The design will include the repair of drainage structures as necessary, accommodation for uninterrupted services (water/sewer), preparation of a traffic management plan and the replacement of the curbing and sidewalks if necessary.

The engineering firm will plan for a minor geotechnical investigation in the location of the proposed water main replacement at key locations. The geotechnical investigation will consist of drilling multiple boreholes at key pipeline locations using a truck-mounted drill rig. The depth of the borehole will be adequate to evaluate soils and groundwater conditions to the depth of planned infrastructure.

The engineering firm will obtain necessary approval and permitting from the City of Cambridge Watershed Management, Waltham Conservation Commission, as well as any other local authorities required.

The selected professional engineering firm will submit draft plans, technical specifications with standard general conditions and supplemental conditions, and construction cost estimate at the 50% and 90% design stages for City review. They will address review comments and produce final documents for final project execution.

Construction administration and resident inspection services for this project will be separately bid at a later date.

III. Bidding

The selected professional engineering firm will provide assistance to the City in project bidding and bid evaluation in accordance with MGL c.30, §39M. The selected firm will provide to the City an electronic version of the plans and technical specifications to be distributed by the City. The engineering firm will be responsible to respond to Contractor questions, attend a pre-bid site meeting, attending a bid opening, reviewing bid proposals, prepare bid tabulation sheets, check the qualifications of bidders, issue a recommendation to award, assist with contract for construction and construction administration

1. 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.

2. 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 40 days from the Notice to Proceed and the final design shall be submitted within 60 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 April 2016.

3. 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.

IV. SCHEDULE OF PROPOSAL SELECTION PROCESS:

The following is a tentative schedule of the selection process.

RFP issue	October 7, 2015
Deadline for questions.....	October 16, 2015
Answers released to firms on record.....	October 20, 2015
Deadline for proposals.....	October 23, 2015
Interviews with short-listed firms.....	October 30, 2015
Selection and notification of results	November 6, 2015
Notice to proceed	December 6, 2015

Questions concerning this RFP must be submitted in writing to:

Joseph P. Pedulla, Chief Procurement Officer, 610 Main Street, Waltham, MA 02452.

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 designer selection board 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.

V. 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.

VI. SUBMISSION OF PROPOSAL:

Please submit six copies of the proposal.

The proposal shall begin with a cover letter addressed to Mr. Joseph Pedulla, CPO 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. Certify that all cost information, salaries , rates, policies, etc. are current, complete and accurate
3. Confirm that all individuals listed in its proposal are committed to performance on the projects
4. State that it will meet the insurance requirements for this project may obtained from office of the City of Waltham, Chief Procurement Officer
5. 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
6. Declare if the firm has filed for the protection of U. S. Bankruptcy Court in the last seven years
7. Include information in the cover letter that demonstrates compliance with the minimum threshold requirements
8. Completed "Compliance" section.

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.

Proposals shall be submitted in writing in a sealed envelope **no later than 10:00 am on Friday October 23,2015**, to:

Joseph P. Pedulla
Chief Procurement Officer
City of Waltham
610 Main Street

PAYMENT

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

VII. PROPOSAL EVALUATION PROCEDURE

The Chief Procurement Officer and a subcommittee will evaluate qualifications on the basis of criteria contained herein. Submittals failing to comply with one or more of the minimum criteria stated below shall be disqualified from further consideration.

Submittals that comply with the minimum criteria will be further evaluated on the basis of the comparative criteria detailed below. Each proposal meeting the minimum criteria will be assigned a rating for each comparative criterion, as well as a composite rating. Selection of the three finalists will be based on meeting all minimum criteria, and the evaluation of qualifications with regard to the comparative criteria. The City will rank the three finalists.

A. Minimum Evaluation Criteria

The Chief Procurement Officer shall reject Proposals which do not meet the following certain minimum requirements:

- 1) Submitting engineering firm must have a minimum of five (5) projects during the past five years involving similar Design services.
- 2) The Proposal must be from an individual or established business, corporation, partnership, sole proprietorship, joint stock company, joint venture, firm, or other entity engaged in the practice of providing such services as the principal business for which the entity was formed.
- 3) The firm must possess all necessary current licenses and registrations, as applicable, either within the firm or through independent consultants, to qualify under Massachusetts law to perform the stated services. All consultants carried by the Engineer are to be licensed to provide professional services in the Commonwealth of Massachusetts.
- 4) All Proposers must provide a "Contractor Profile" that includes:
 - a. Full name, tax identification number, main office address and officers of the Contractor that would ultimately enter into a Contract with the City of Waltham.
 - b. History and background including when the Contractor was organized and if a corporation, where incorporated, and how many years engaged in providing the stated services. Provide a complete list of officers and/or associates who will be directly involved with the stated project including name, title, address, telephone number, and e-mail address.
- 5) The proposer must have completed and signed the Commonwealth of Massachusetts, Division of Capital Asset Management (DCAM), Cities and City's Application Form (attached link) and shall have included them in the Proposal package.
- 6) The Proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
- 7) All responses are to include a statement that the Proposal is in accordance with this Request for Qualifications and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

B. Staffing Requirements

1. The engineer must set forth the staffing to be utilized for this service, including the estimated percentage of time to be dedicated to this project.
2. Submitting firm must be prepared to contractually commit all individuals as submitted in their Proposal to this service. Any deviation from the proposed will constitute a breach of Contract to any agreement which may result from this Request for Qualifications.
3. The Proposal must include resumes, experience, and qualifications of any proposed consultants that would be utilized by the Proposer in the performance of this contract. Any deviation from the engineer's listed consultants or their team will constitute a breach of Contract to any agreement which may result from this Request for Proposals. Any change in consultants listed in the Proposal must obtain approval from the City.
4. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change in the Proposers staffing as outlined in the Proposal will be subject to the approval of the City of Waltham. The City of Waltham Project Administrator, or designee, shall notify the proposer within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the City.

C. Additional Narrative Information

1. List the anticipated amount of support services and/or documents the Procurement Office would be required to provide to you. Define what is not included within your fee proposal.
3. Provide evidence that the firm has an established and implemented Affirmative Action Plan.

D. Miscellaneous Requirements

Public Relations: The City of Waltham and the Proposer shall cooperate in maintaining good public relations throughout the period of this project. Any announcements including, but not limited to, press releases, bill stuffers, flyers, web site information, and so forth, shall be submitted to the Project Manager, or designee, for review and approval before distribution to the public.

The Engineer, or a representative of the firm given the Contract may be required to meet privately or publicly with various representatives, committees, boards, or commissions of the City of Waltham or other public forums, to discuss this project, gather information, and address any concerns or to provide timely updates.

F. Financial Scope of Services

The [Price Proposal must be submitted in a separately sealed envelope](#) and no mention of the pricing portions of the Proposal shall be mentioned in the technical, or non-price qualifications portion of the Proposal. Failure to meet this stipulation may be cause for the Proposal to be rejected.

VII. COMPARATIVE EVALUATION CRITERIA

The City reserves the right to award the contract to the responsive and responsible qualification submittal which best meets the City's needs, taking into account firm qualifications, submittal quality, evaluation criteria and proposal price. The awarding authority's decision or judgment on these matters shall be final; the committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the criteria may contain ratings of:

Unacceptable
Not Advantageous
Acceptable
Advantageous
Highly Advantageous

An “Unacceptable” rating in any one of the criteria will eliminate the proposal from further consideration.

Firms must meet the minimum requirements as specified in Section III A. Failure to meet the minimum evaluation criteria will result in immediate rejection of the qualification submittal and will not be subject to further review.

The following criteria will be used in the evaluation of the engineering firm regarding the Technical or Non-Price Proposal in order to be placed on the short list for an interview with the Selection Committee.

Responding Firms are to address each of the following criteria in a clearly labeled section of their response and in the same order.

- 1) The Firm Background and Capability** to perform all of the aspects of the project, such as programming, building permitting, cost estimating and value engineering, architectural, mechanical, fire protection and electrical engineering.
 - a. Unacceptable:** Less than three (3) years of experience in providing Design services in Massachusetts with documented examples of such services.
 - b. Acceptable:** Three (3) to five (5) years of experience in providing Design services in Massachusetts with documented examples of such services.
 - c. Advantageous:** More than five (5) years of experience in providing Design services in Massachusetts with documented examples of such services.
 - d. Highly Advantageous:** More than seven (7) years of experience in providing Design services in Massachusetts with documented examples of such services.

- 2) Recent Relevant Experience** with projects comparable to the proposed project. Firm to describe relevant Massachusetts, permitting and design in this type of facility project.
 - a. Unacceptable:** Firm has no permitting or design background in providing this type of facility project. No projects of similar type have been successfully completed.
 - b. Advantageous:** Firm has prior experience in permitting and design in providing this type of facility project that is current (within the past 5 years). One (1) to Three (3) projects of similar type have been successfully completed.
 - c. Highly Advantageous:** Firm has prior experience with permitting and design background in this type of facility project within that is current (within past 5 years). Additional similar work is underway currently within the firm. Three (3) or more projects of similar type have been successfully completed.

- 3) Current Firm Capacity** list significant current work and work completed in the last five (5) years, as well as projects in-house but not yet begun; quantify.
 - a. Unacceptable:** No or limited current work listed.
 - b. Not Advantageous:** Firm capacity may be challenged by current work load when taking on this new assignment.
 - c. Advantageous:** Firm capacity appears to be able to handle this assignment with the given work load.
 - d. Highly Advantageous:** Firm capacity can easily handle this assignment with their given work load.

- 4) References** Provide references with contact names and valid phone numbers of other clients whereby similar work has been performed.
 - a. Unacceptable:** References are not provided.

- b. **Not Advantageous:** References provided are not related to similar project type
- c. **Acceptable:** At least two (2) references are from similar project experience.
- d. **Advantageous:** More than three (3) references are provided from similar project types.
- e. **Highly Advantageous:** Five or more references are provided for similar project types.

5) Project Discussion & Scope of Work, Project Understanding & Challenges, Project Approach

- a. **Unacceptable** - Proposal did not adequately convey the Proposers understanding of the project and the firm’s approach to completing the project successfully.
- b. **Not Advantageous** - The response indicates the proposer may understand the Owner’s needs, but the plan provided is not clear enough to make a determination. The Proposers approach does not instill confidence in a plan to complete the project in a well thought out manner.
- c. **Advantageous** - The Scope of Services response provided indicates the proposer will meet the needs of the Owner; and shows the Proposers demonstrated understanding of the project and their approach to the work required to complete a successful project.
- d. **Highly Advantageous** - The Scope of Services response provided clearly indicates the understanding and ability to successfully meet the needs of the Owner; shows the Proposers demonstrated understanding of the project; their ability to bring leadership to the project and that their approach to the project demonstrates a creative and thorough process

6) Proposed Schedule

- a. **Unacceptable:** A proposed schedule was not offered.
- b. **Not Advantageous:** The proposed project schedule does not instill confidence by the Owner in the firm to complete the project in a well thought out manner.
- c. **Acceptable:** The proposed project schedule provided indicates the proposer understands the project, its scope and its timeframes for completing the work adequately.
- d. **Advantageous:** The proposed schedule provided indicates the proposer has more than adequately demonstrated their understanding of the project and the work required to complete a successful project and to meet the requirement of the Owner’s review and approval cycles.
- e. **Highly Advantageous:** The proposed schedule provided indicates the proposer has demonstrated their complete understanding of the project and will monitor and keep the project on schedule. The firm understands the time required to complete a successful project and has clearly demonstrated their process which will meet the requirements of the Owner for timely reviews and approvals.

7) Innovative Energy Methods: Demonstrate any of the firm’s experience in using energy efficient power plants or recycled content materials in construction of municipal projects. List any LEEDS certified projects or related efforts involving “green” building design. Information should include project name, contact and phone numbers and reference to securing any energy related grants on behalf of clients.

- a. **Unacceptable:** No demonstration of knowledge or experience.
- b. **Advantageous:** The provision of methodology or material choices in similar project experience demonstrated on less than five (5) projects.
- c. **Highly Advantageous** – The provision of methodology or material choices in similar projects experience demonstrated on five (5) or more projects.

8) Response to Additional Narrative Information.

List support services and/or required documents required by your firm of the City.
Define what is not included within your fee proposal.

- a. **Unacceptable** – Proposer did not address Additional Narrative Information section.
- b. **Not Advantageous** – Proposal did not adequately respond to all additional Narrative Information as requested.
- c. **Advantageous** – Proposal was responsive, adequately responded to additional Narrative Information requested, appeared consistent with project intent, and responded to needs expressed by the documents in all areas

- d. **Highly Advantageous** - Proposal was very responsive, thoroughly responded to additional Narrative Information requested, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.

9) **Affirmative Action Plan:** provide evidence of your firm's policies.

- a. **Unacceptable:** Proposer did not submit their Affirmative Action Plan.
- b. **Not Advantageous:** Affirmative Action Plan was poorly defined.
- c. **Acceptable:** Affirmative Action Plan was responsive to the intent of the program.
- d. **Advantageous:** Affirmative Action Plan was responsive and more than adequately responded to the intent of the program.
- e. **Highly Advantageous:** Affirmative Action Plan was responsive and more than adequately responded to the intent of the program. The proposer demonstrated actual follow through on the program with documented firm history.

10) **General Impression of Proposal**

Unacceptable - The proposal was not responsive to the Comparative Evaluation Criteria in an acceptable manner.

Not Advantageous - Response is informative, meets the criteria for responsiveness. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the City but was not overly impressed by Proposers expression of ability.

Advantageous - Response is informative, meets criteria for responsiveness and communicates well. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the City, and shows the Proposers commitment to the City and the project.

Highly Advantageous - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the City, communicates well and shows the Proposers commitment to the City and the project.

VIII. RULE FOR AWARD

The contract shall be awarded to the responsive and responsible proposer submitting the most advantageous proposal, taking into consideration the proposals relative merits and price

IX. BASIS OF COMPENSATION

The contract awarded will be a fixed price contract not to exceed the awarded amount. [There will be no reimbursable expenses allowed.](#)

**AGREEMENT BETWEEN
THE CITY OF WALTHAM
AND**

THIS AGREEMENT made effective _____, 2015, by and between the **CITY WALTHAM, WALTHAM, MASSACHUSETTS**, a municipal corporation, acting by and through its Mayor at 610 Main, Waltham, Massachusetts 02452 (hereinafter called the "CITY"), and _____ whose principal office address and state of incorporation are as set forth (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the CITY desires to retain the CONTRACTOR to provide certain services for the CITY, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE DESIGNER

- 1.1 The CITY hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the CITY, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the CITY, on the one hand, and the CONTRACTOR, on the other, and the CITY shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE DESIGNER

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth in this document (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the CITY and its designee (if any).
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the CITY. The CITY shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the CITY in writing.
- 2.4 The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.
- 2.5 The CONTRACTOR represents and warrants to the CITY that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

- 2.6 All written materials and any other documents (whether in the form of “hard” copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be “work for hire” and shall be and become the property of the CITY upon the receipt and production of such items by the CONTRACTOR. The CITY acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the CITY in connection with any other project shall be at the CITY’s sole risk, unless otherwise agreed to by the CONTRACTOR in writing.
- 2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the CITY shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.
- 2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the CITY.
- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the CITY’s performance, or failure to perform, any of the CITY’s administrative duties under this Agreement, including, but not limited to, the CITY’s review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the City’s reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later **than 60 days from the date of the Notice to Proceed**. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the CITY shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the City’s reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional CITY funds, the CITY may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE DESIGNER

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the CITY in two equal invoices at the completion of the work unless otherwise provided with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such

supporting data as may be required by the CITY.

- 4.3 The CITY will pay the CONTRACTOR upon review and approval of such invoices by the CITY or its designee.
- 4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on Exhibit B, the CITY will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the CITY.
- 4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the CITY.

ARTICLE 5 - TERMINATION

- 5.1 This Agreement may be terminated, with or without cause, by either the CITY upon written notice given by the City to the other party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The CITY shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
 - (a) Unless the CITY terminates for cause under paragraph 5.1, in which event the CITY shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the CITY shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the CITY), all as determined by the CITY in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and
 - (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to WORK performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the CITY harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the CITY for any and all costs, damages and expenses, including reasonable attorney's fees, which the CITY pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the CITY with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.
- 6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the City, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
 - (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.

- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Errors and Omissions Insurance of not less than \$2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the CITY, unless, however, the policy is a "claims made policy," in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.
- (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
- (f) Such additional insurance as the CITY may reasonably require, as set forth below.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the CITY twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the CITY. [The City of Waltham is a named additional insured for General Liability](#) with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the CITY upon the execution of this Agreement and at such times thereafter as the CITY may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the CITY upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the CITY.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the CITY relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the CITY specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with and any additional exhibits referred to therein, constitute the entire agreement of CITY and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by CITY and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:
 - A. Applicable federal, state and local laws, rules and regulations.
 - B. Amendments to this Agreement, if any.

- C. This Agreement.
- D. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the CITY.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the City is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.
- 7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

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

For the CITY OF WALTHAM,

MAYOR

Jeannette A. McCarthy

PURCHASING AGENT

Joseph Pedulla,

CITY SOLICITOR (as to form only)

John Cervone

AUDITOR

Paul Centofanti

Approved as to Funds Available

ENGINEERING DEPARTMENT

Stephen Casazza, City Engineer

For the CONTRACTOR:

Sign

TITLE: _____

Print Name: _____

Date: _____

EXHIBIT A

Intentionally left Blank

EXHIBIT B

PAYMENTS

1. Lump Sum Method
 - a. **Maximum Project Amount:**
 - b. **Payment Increments:** CONTRACTOR shall submit two (2) lump sum certificates for payment. 50% after final commissioning by design engineer and 50% after the completion of the construction project.
 - c. **Reimbursable Expenses** (if any): None.

COMPLIANCE SECTION

EXHIBIT C

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By:

Name, President

Date

FEIN:

EXHIBIT D

CITY OF WALTHAM'S DESIGN PROCEDURES

Please respond to this solicitation by:

- ◆ **Completing the entire Compliance Section including Attachments B-C and E-L**
- ◆ **Complete the Price Sheet.** (Include in a separate sealed envelope with the project name and company)
- ◆ **Completing the Commonwealth of Massachusetts DSB Application Form. Version July 2011**
<http://www.mass.gov/anf/docs/dcam/dlforms/dsb/13-2-5-dsb-application-form.pdf>
- ◆ **Including your company brochure and marketing materials (optional).**

EXHIBIT E

DESIGNER'S PERSONNEL ASSIGNED TO THE PROJECT

(Provide Name, Title and Project Role for Each Individual Listed)

EXHIBIT F

(Use additional sheets if necessary. Note: Do not list any support staff.)

Design Firm Principal:

Design Firm Associate:

Design Firm Project Manager:

Design Firm Project Engineer:

Design Firm CAD Operator:

[The following categories are to be completed for each Consultant.]

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

EXHIBIT G

DESIGNER'S TRUTH-IN-NEGOTIATIONS CERTIFICATE

The Designer for design services for:

_____, hereby certifies
and agrees to the following:

- a) The Designer certifies that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and
- b) The Designer agrees that the original contract price and any additions to the contract may be adjusted within six years of completion of the contract to exclude any significant amounts if the City of Waltham determines that the fee was increased by such amounts due to inaccurate, incomplete, or noncurrent wage rates or other costs.

Designer Firm:

By: _____
Duly authorized

Print Name _____

Date: _____

EXHIBIT H

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)

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.

EXHIBIT I

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: _____

EXHIBIT J

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

EXHIBIT K

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.

EXHIBIT L

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 SHEET

(Place in separate sealed envelope market with the title of the project and the name of your company)

My company offers the not too exceed, fixed, all-inclusive fee of

Task 1: Design \$ _____

Task 2: Construction Administration \$ _____

Total Cost: \$ _____

Company: _____

Authorized Signature: _____

Print Name: _____

Phone: _____, **Date:** _____

E-Mail Address: _____