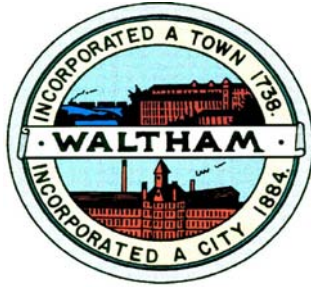


The City of Waltham



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

*Design of Roadway Improvements
And
Traffic Control for the Intersection
Of
Trapelo Road and Forest Street, Waltham*

Separate envelopes of the Price and Proposals are due:

Thursday November 10, 2011 at 10:00 am

The City of Waltham Purchasing Department

REQUEST FOR QUOTATION (RFQ)

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

Design of Roadway Improvements and Traffic Control for the Intersection Of Trapelo Road And Forest Street In Waltham

QUALIFICATIONS AND PRICE PROPOSALS WILL BE RECEIVED IN TWO SEPARATE ENVELOPES at the office of Joseph Pedulla, Purchasing Agent, City Hall, 610 Main Street, Waltham MA 02452, until,

Thursday November 10, 2011 at 10:00 am

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

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

BIDS MUST BE SIGNED AND ENCLOSED TWO SEPARATE ENVELOPES ONE MARKED "PRICE - Roadway Improvements And Traffic Control"; THE OTHER ENVELOPE MARKED:

"QUALIFICATIONS - Roadway Improvements And Traffic Control"

A 5% Bid Bond or Certified Check must accompany each bid submitted and made payable to, and become the property of the City of Waltham, if the successful bidder refuses or neglects to comply with the terms of the Contract.

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 wishes to engage a designer for the design of roadway improvements and traffic control at the intersection of Trapelo Road and Forest Street Waltham.

PART I - 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.

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

6. **PRICE IS ALL INCLUSIVE.**

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

7. **PRICE DISCREPANCY.**

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

8. **EXPLANATIONS, EXCEPTIONS**

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

9. **BID DEPOSITS.**

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

10. **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.

11. **AWARD.**

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

12. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on Qualifications, Price, Technical, and Compliance requirements:

13. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

14. TAX EXEMPT.

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

15. SAMPLES.

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

16. 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.

17. 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.

18. 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.

19. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are require 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.

20. 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.

21. 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.

22. 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.

23 DELIVERIES:

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.

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.

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.

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

9. LABELING.

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.

10. GUARANTEES.

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

26. 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.

27. BEST AND FINAL OFFER.

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

28. 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. SEE Attachment A

PART II – SCOPE OF SERVICES

The DESIGNER shall perform in accordance with the Terms and Conditions of this Agreement the services hereinafter described.

The proposed improvements shall be developed in accordance with the applicable City of Waltham and Massachusetts Department of Transportation (MassDOT) design guidelines and construction standards.

The CITY OF WALTHAM shall provide the following information to the DESIGNER the As Built utility (water and sewer) and drainage plans (AutoCAD files) for the work currently under construction within the proposed project limits.

Description of Services

The CITY OF WALTHAM will retain a DESIGNER to provide planning and Engineering services involved in the design of roadway improvements and traffic control for the intersection of Trapelo Road and Forest Street in Waltham, Massachusetts.

The DESIGNER, acting as the representative of and a consultant to the CITY OF WALTHAM, shall perform the Engineering services involved in the design of traffic signal and roadway improvements at the intersection of Trapelo Road and Forest Street in Waltham, Massachusetts. The design shall involve the production of contract documents, including the following major services:

- Survey
- Engineering research and base plan preparation
- Traffic analysis and Engineering
- Roadway design
- Drainage and grading design
- Traffic signal design
- Construction plans, specifications, and estimate
- Construction services

Project Limits

The project limits include the intersection of Trapelo Road and Forest Street and more specifically:

- Trapelo Road from Hobbs Road to Alderwood Road (approximately 2400 feet);
 - Forest Street from its intersection at Trapelo Road to Alderwood Road (approximately 800 feet);
- and
- Doty Street

Description of Improvements

The proposed improvements include widening of Trapelo Road to accommodate new turning lanes, bike lanes and/or shoulders to the extent practicable within the existing right-of-way, new sidewalks and reconstruction of existing sidewalks to meet ADA requirements; new traffic control signal; and new sidewalks and striping on Forest Street to provide for an exclusive left-turn lane and shared through/right-turn lane.

Design efforts will concentrate on intersection and roadway improvements. Included as part of these improvements will be geometric modifications, widening of the existing pavement cross section, construction of new pavement, drainage system modifications, utility coordination, traffic control signal, sidewalks, signing and pavement markings.

It is understood that the Scope of Services under this Agreement can be changed by actions of the City of Waltham. Changes, modifications, schedule revisions, etc. made by the City and CITY OF WALTHAM can result in changes in the scope of work and, therefore, compensation to associated tasks.

The scope of services to be performed under this Agreement shall include, but is not limited to the following Tasks:

1.0 Task 1 – Data Collection and Base Plans

- 1.1 **Highway Survey** – The DESIGNER shall contract with a surveyor to conduct a topographic survey within the project limits to supplement the existing survey and base mapping including at the Metropolitan Parkway Driveway and on Trapelo Road 200 feet beyond the current project limit at Alderwood Road. The survey shall include the following detail:
- 1.1.1 Establish horizontal and vertical control.
 - 1.1.2 Locate surface detail including drainage and utility features, signs, driveways, trees, fences, walks, mail boxes, etc.
 - 1.1.3 Locate edge of pavement, shoulders, sidewalks, pavement markings, etc.
 - 1.1.4 Provide a digital terrain model (DTM) from which the DESIGNER can produce existing ground cross sections at 50-foot intervals, at driveways and critical locations.
 - 1.1.5 Locate utilities that are visible or marked out in the field.
 - 1.1.6 Obtain pipe sizes, invert and rim elevations, and detail sketches for drainage and sanitary structures.
 - 1.1.9 Reduce, check, and plot survey data at appropriate scale. Surface detail shall include buildings, doorways, curbs, sidewalks, utility poles, utility covers, Rights-of-Way (ROWS), etc.
- 1.2 **Utility Research.** The surveyor shall obtain plans from private and public utilities within the project limits to confirm the information provided by survey on the prepared base plans. Subsurface utilities will be located based on record data and will be approximate. A Utility Coordination Meeting on site will be held after submission of the Preliminary Design. The DESIGNER shall also distribute plans to the utilities for review as part of the Preliminary submission.
- 1.3 **Right-of-Way Research.** The surveyor shall research the roadway layout to verify information provided by survey within the project limits for information regarding parcel ownership, deed restrictions, utility easements, restrictive covenants, etc., as required.
- 1.4 **Base Plan Preparation.** The DESIGNER shall field check the survey provided and will coordinate with the surveyor relative to any missing or incomplete elements discovered. The DESIGNER will incorporate additional detail and configure the survey as required to prepare a base plan conforming to the City of Waltham and MassDOT submission guidelines.

2.0 Task 2 – Concept Development

The DESIGNER shall develop one (1) concept design for the Trapelo Road and Forest Street improvements. These improvements will consider right-of-way constraints, roadway and intersection geometry, lane arrangements, pedestrian and bicycle accommodations and traffic operations and control.

The concept design will be reviewed with the CITY OF WALTHAM to address issues and concerns and to identify modifications for incorporation into the preliminary design. The concept plan will be revised and submitted to the CITY OF WALTHAM for review and approval prior to advancing to the Preliminary Design (25% Plans).

3.0 Task 3 – Preliminary Engineering

- 3.1 **Preliminary Design (25% Design Plans).** The DESIGNER shall prepare a preliminary traffic and roadway plan based on the approved concept plan developed under Task 2.0. The DESIGNER shall perform the following services:
- 3.1.1. Design signalized intersection including lane configuration, basic signal layout, and timing.

3.1.2. Prepare graphic geometrics of street and intersection alignment.

3.1.3. Define project limits, construction materials, and conceptual details.

3.2 **Traffic Operations and Safety Analysis.** The DESIGNER shall prepare a technical memorandum addressing the following traffic Engineering issues for the Trapelo Road and Forest Street intersection.

3.2.1 Capacity and level-of-service analyses of intersection.

3.2.2 Safety analysis (review of crash available).

3.2.3 Signal warrants analysis.

3.2.4 Geometric/lane configuration analysis.

The DESIGNER shall perform traffic volume counts including weekday am/pm and Saturday mid-day peak periods and 12 hour weekday necessary to perform the capacity and level of service analysis and the signal warrants analysis.

3.3 **Preliminary Estimate.** The DESIGNER shall prepare a preliminary cost estimate for use in budgeting the project. Cost at this stage will be approximate.

4.0 **Task 4 – Environmental Permit Documents (Not In Contract)**

4.1 In the event that work within a wetland area or within the wetland buffer zone is anticipated, the DESIGNER shall prepare a Request for Determination and present the proposed project before the City's Conservations Commission.

5.0 **Task 5 – Final Engineering**

Following approval of the proposed preliminary design by the CITY OF WALTHAM, the DESIGNER shall proceed with Final Engineering as outlined below. The Scope of Services and Compensation for Final Engineering may be revised prior to commencing work to reflect any increased scope of work or design effort at this stage.

5.1 **Soil Borings for Mast Arm Structures.** The DESIGNER shall establish locations of necessary soil explorations associated with proposed structures including traffic signal mast arms and walls within the project area. **Cost for police details shall be paid for by the CITY OF WALTHAM.** Included in this effort will be the following:

5.1.1 Establish locations for borings and test pits, as needed, and develop location plan for the explorations.

5.1.2 Provide general specifications for types of borings to be performed.

5.1.3 Analyze results of exploration program.

5.1.4 Include soil boring results in the Special Provisions for the project.

5.1.5 Observe borings.

5.2 **Pavement Test Pits for Pavement Design.** The DESIGNER shall establish locations of necessary pavement structure and sub base testing to provide a representative sample of the existing pavement on all project roadways. **Cost for police details shall be paid for by the CITY OF WALTHAM.** Included in this effort will be the following:

5.1.1 Samples shall consist of 6-inch diameter corings/test pits at the locations shown on the plan to a depth of 12" into the sub-base layer and shall record the depth of each pavement layer (surface, intermediate, base) as well as the sub base layer at each test pit location. The depth at which the sub grade sample is taken should also be recorded.

5.1.2 Establish locations for test pits, as needed, and develop location plan for the explorations.

5.1.3 Provide general specifications for types of borings to be performed.

5.1.4 Analyze results of exploration program.

5.1.5 Include pavement structure test pit results in the Special Provisions for the project.

5.1.6 Observe test pits.

5.3 **Final Design – 100% Plans and Specifications.** The DESIGNER in the advancement of the final design for the project shall prepare the 100% Design Submission for review and comment by the CITY OF WALTHAM. The CITY OF WALTHAM, through continuous liaison, shall be kept abreast of project status and shall be provided with updated plans and correspondence to ensure full consideration of all issues.

In the development of the final design and the preparation of the contract plans and specifications, the DESIGNER shall perform the following tasks:

5.3.1 **Response to Comments** - Review and prepare response to the 25% design comments issued by the CITY OF WALTHAM.

5.3.2 **Roadway Design** – Provide design plans and calculations for:

- Construction/materials
- Layout
- Grading
- Pavement marking and signing
- Cross sections
- Complete Pavement Design based on traffic volumes, truck usage and existing pavement condition assessment.

5.3.3 **Utilities** – Coordinate with the CITY OF WALTHAM and private utility companies to establish relocation and/or modification procedures for existing utilities compatible with proposed improvements.

5.3.4 **Special Provisions** – Design work will be based on the current edition of the MassDOT (formerly MassHighway) Standard Specifications for Highways and Bridges and Supplemental Specifications to the Standard Specifications. The DESIGNER shall prepare Special Provisions for construction materials and procedures not covered by the MassDOT Standard or Supplemental Specifications.

5.3.5 **Construction Cost Estimate** – Prepare a quantity and DESIGNER’s estimate for the proposed improvements, as required for the Bid Documents.

5.3.6 **Construction Phasing** – Prepare a traffic control plan that will permit continuous access to adjacent properties as well as maintain through traffic.

5.4 **Final 100% Plans, Specifications and Estimate (PS&E)** - The DESIGNER shall prepare the Final 100% PS&E Submission for the CITY OF WALTHAM. The DESIGNER shall review and prepare responses to the 100% design comments issued by the CITY OF WALTHAM and prepare final revisions to the plans, specifications and quantity and cost estimates.

5.5 **Final Construction Documents.** The DESIGNER shall prepare final construction documents including plans, specifications and cost estimate submission to the City of Waltham for use in soliciting construction bids. The CITY OF WALTHAM will submit additional information for the DESIGNER to assemble, prepare and print the final bid packages.

6.0 **Task 6 – Right-of-Way and Layout (Not in Contract)**

7.0 **Task 7 – Project Meetings/Coordination**

7.1 **Project Meetings.** The DESIGNER will be available to attend as many project meetings as required with the CITY OF WALTHAM. Services include coordination, preparation, travel, attendance, supporting graphics (when required), and documentation in the form of meeting notes.

Meetings will include, but not limited to, a kick off meeting and review meetings with the CITY OF WALTHAM after the delivery of each submission. Design submissions are scheduled as follows:

- Preliminary Design – 25% Plans and FDR

- Final Design – 100% Plans and Specifications
- Final Design – Final 100% Plans, Specifications and Cost Estimate (PS&E)

7.2 **Utility Meetings.** The DESIGNER shall coordinate and attend field meetings, as necessary, with all utility providers impacted by the project after submission of the Preliminary Design. This will ensure utility providers have adequate time to evaluate the project impacts.

7.3 **Public Meetings/Hearings.** No Public Meetings/Hearings are anticipated for this project.

8.0 Task 8 – Abutter Coordination

8.1 **Abutter Meetings.** The DESIGNER will be available to attend Abutter meetings with the CITY OF WALTHAM. Services include coordination, preparation, travel, attendance, supporting graphics (when required), and documentation in the form of meeting notes. These meetings will discuss the proposed project improvements and required land takings and/or easements needed to construct the improvements.

9.0 Task 9 – Bidding and Negotiating

The DESIGNER shall perform the following tasks:

9.1 The DESIGNER shall prepare a bid package. Included in this package will be general and supplemental contract specifications, bid forms, various bonding forms and requirements, and a sample contract. The DESIGNER will provide these documents in Electronic MS Word Format Only

9.2 Assist CITY OF WALTHAM in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services. Where applicable, the DESIGNER shall maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process deposits for Bidding Documents.

9.3 Provide information for the CITY OF WALTHAM to respond via Addenda, clarify, and expand the Bidding Documents.

9.4 Consult with the CITY OF WALTHAM concerning, and determining the acceptability of, substitute materials and equipment proposed by Designer(s) when substitution prior to award of contracts is allowed by the Bidding Documents.

9.5 Attend the bid opening, prepare bid tabulation sheets, and assist the CITY OF WALTHAM in evaluating bids or proposals, and in assembling and awarding contracts for construction, materials, equipment, and services.

9.6 Assist , as maybe required to prepare Contract Documents for execution between the CITY OF WALTHAM and the selected Designer.

10.0 Task 10 – Final Traffic Signal Layout Plans

10.1 Final Traffic Signal Layout Plans shall be included in the Contract as well as attendance at the Final Traffic Signal Inspection(s).

11.0 Task 11 – Construction Services

11.1 **Shop Drawings.** The DESIGNER shall respond to requests for information (RFI) and review and approve Shop Drawings, samples, and other data that Designer(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

11.2 **Construction Observation. (Not In Contract)**

Submissions

The following submissions related to specific tasks shall be made by the DESIGNER.

- Task 1: Data Collection and Base Plans.** At the completion of this Task, the DESIGNER will provide the CITY OF WALTHAM with a copy of the base plans, if requested.
- Task 2: Concept Development.** At the completion of this Task, the DESIGNER will provide the concept plans as accepted by the CITY OF WALTHAM.
- Task 3: Preliminary Engineering (25% Design Plan).** At the completion of this Task, the DESIGNER will provide preliminary design plans and FDR.
- Task 5: Final Engineering.** At the completion of this Task, the DESIGNER will provide the following:
100% Design Submission – response to the 25% design comments; and construction plans, special provisions, preliminary quantity take offs and cost estimate.
Final 100% PS&E Submission – response to the 100% design comments; and final construction plans, special provisions, quantity take offs and cost estimate.

Additional Services

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Structural design other than for design elements described in the Scope of Services including, but not limited to walls, drainage, utility, traffic signal and sign structures and foundations that do not conform to MassDOT standard design and construction details.
- Major drainage studies and design of major storm drains. (It is to be assumed that proposed drainage will be connected to existing drainage lines and that no major drainage study or design beyond the limits of work will be required).
- Design for construction of new utilities (other than drainage and minor adjustments to existing utilities).
- Bridge ratings, structural analysis of existing bridge, and retaining walls and structures conditions report.
- Environmental Impact Report and/or Environmental Assessment/Statement.
- Geotechnical services for structures and ledge locations. CITY OF WALTHAM will contract directly with a geotechnical firm if these services are required.
- In accordance with Land Court procedures, preparation of rights-of-way plans, layout plans, taking plans, and descriptions involving the alteration of Land Court parcels.
- Preparation of the project as a defined Urban Systems Project requiring MassDOT and FHWA reviews and procedures. This effort will require additional meetings and follow-on services be established during defined review periods.
- Survey services during construction.
- Investigation, testing, or analysis of hazardous waste.

Should services be required in these areas, or areas not previously described, the DESIGNER will prepare a proposal or amendment, at the CITY OF WALTHAM's written request, that contains the Scope of Services, Compensation, and Schedule to complete the additional items. No work is to be done until the Mayor approves the suggested work.

PART III – TERMS AND CONDITIONS

1.0 Employment of the DESIGNER

The CITY OF WALTHAM agrees to engage the DESIGNER to perform the scope of services set forth herein, and the DESIGNER agrees to perform those services as a representative of the CITY OF WALTHAM.

2.0 Summary of Basic Services

Whereas the CITY OF WALTHAM has retained the DESIGNER to provide Engineering services, and whereas the CITY OF WALTHAM has received approval from MassDOT of the Concept Plan for transportation improvements, the DESIGNER, acting as a consultant to the CITY OF WALTHAM, shall perform the Engineering tasks involved in the design of Trapelo Road and Forest Street in Waltham, Massachusetts. The design shall include work involved in the production of contract documents and the major tasks are to include Construction Plans, Specifications, and Estimates.

3.0 Scope of Work

The scope of work to be performed under this Agreement, along with the definition of specific tasks, limitations and work schedule are contained in PART I, SCOPE OF SERVICES, attached hereto and made part of this Agreement.

4.0 Period of Performance

- 4.1 The DESIGNER shall commence work within ten (10) days after the date of Notice to Proceed, or upon written notice from the CITY OF WALTHAM setting forth a later starting date.
- 4.2 All work will be performed within the work schedule outlined in PART I, SCOPE OF SERVICES and the DESIGNER agrees to complete, with the exception of services provided during construction, the services to be performed hereunder within **Three months of the date** of the Notice to Proceed.
- 4.3 It is anticipated that the total elapsed time for work defined in the Scope of Services and agency reviews (except services during construction) will be less than six months. However, should the time exceed a four month performance period due to circumstances beyond the control of the DESIGNER or the City of Waltham, the DESIGNER will NOT be entitled to additional compensation.
- 4.4 Should additional services be added to the scope of work by amendment to this Agreement, the period of performance shall be specified in each amendment.

5.0 Change of Work (see Attachment A Change Order Section)

- 5.1 The CITY OF WALTHAM may request at any time, changes to the SCOPE OF SERVICES. Such changes, including any increase or decrease in the amounts of compensation, which are mutually agreed upon by the CITY OF WALTHAM and DESIGNER, shall be incorporated as written amendments to this Agreement.
- 5.2 If the DESIGNER is of the opinion that any work it has been directed to perform is beyond the SCOPE OF SERVICES and constitutes additional work, the DESIGNER shall promptly notify the CITY OF WALTHAM in writing. Such changes, mutually agreed upon by the CITY OF WALTHAM and DESIGNER, shall be incorporated as written amendments to this Agreement.

6.0 Independent Designer

- 6.1 It is understood and agreed that DESIGNER shall perform all services under this Agreement as an independent Designer and nothing herein contained shall be construed to be inconsistent with the relationship or status.

7.0 Insurance

- 7.1 The DESIGNER maintains and shall continue to maintain during the performance of this Agreement its insurance coverage **with the City of Waltham as named additional insured**, as follows:
Workman's Compensation and Employer's Liability Insurance in compliance with statutory limits. Comprehensive General Liability Insurance including Products Completed, Contractual, Property and Personal Injury coverage with combined single limits of \$1,000,000 for each occurrence and aggregate amount. Automobile Liability Insurance including non-owned and hired autos with the following limits: Combined single limit \$1,000,000
- 7.2 For any damage on account of any error, omission or other professional negligence, DESIGNER's liability will be limited to a sum not to exceed \$25,000 or the fee received under this agreement less third-party costs, whichever is greater.
- 7.3 Left Blank
- 7.4 Left Blank

8.0 Termination

- 8.1 The CITY OF WALTHAM may terminate this Agreement at any time by giving DESIGNER ten (10) days written notice. In such event, all finished or unfinished documents prepared by the DESIGNER shall at the option of the CITY OF WALTHAM become the CITY OF WALTHAM's property.
- 8.2 In the event of termination, the DESIGNER will be paid for all services performed up to the date of termination, including those expenditures necessary for the orderly termination of work, and all costs of settling or discharging outstanding obligations incurred by DESIGNER with respect to the terminated services and work under this Agreement.

9.0 Use and Ownership of Documents

- 9.1 Drawings, estimates, and reports prepared under this Agreement will become the property of the CITY OF WALTHAM at the completion of services.
- 9.2 Reproducible copies of these documents will be retained by the DESIGNER.
- 9.3 All documents prepared under this Agreement are confidential and the DESIGNER agrees that they shall not be made available to any individual or organization without the express written approval of the CITY OF WALTHAM.
- 9.4 All documents including Drawings and Specifications prepared by the DESIGNER pursuant to the Agreement are instruments of service with respect to the project. They are not intended nor represented to be suitable for reuse by the CITY OF WALTHAM or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the DESIGNER for the specific purpose intended will be at the CITY OF WALTHAM's sole risk and without liability or legal exposure to the DESIGNER. The CITY OF WALTHAM, or whoever shall reuse said documents, shall indemnify and hold harmless the DESIGNER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle the DESIGNER to additional compensation at rates to be agreed upon by the DESIGNER and the person or entity seeking to reuse said documents.

10.0 Subcontracting

- 10.1 Work to be performed by Sub-Designers under the Agreement shall not commence prior to receipt of written approval of the Sub-Designer by the CITY OF WALTHAM. Such approval shall not be unreasonably withheld and CITY OF WALTHAM agrees to inform DESIGNER of its decision within three (3) days of notification of the selected Sub-Designer(s). Schedule

delays resulting from CITY OF WALTHAM's failure to act in a timely manner in approving recommended Sub-Designers will be the responsibility of the CITY OF WALTHAM.

11.0 Method of Payment

- 11.1 The DESIGNER shall submit to the CITY OF WALTHAM monthly invoices for work performed. Each invoice shall be rendered in accordance with the DESIGNER's standard invoicing practice and shall contain the amount due for the current period.
- 11.2 CITY OF WALTHAM agrees to make payments to the DESIGNER within customary City terms.

12.0 Force Majeure

- 12.1 The City of Waltham shall not be liable for failure to perform its obligations or for delay in performance of this Agreement which arises out of causes beyond the control and without the fault or negligence of the City of Waltham.

13.0 Certification of Non-segregated Facilities

- 13.1 The DESIGNER certifies that he does not maintain, and will not maintain nor provide for his employees, facilities which are segregated on the basis of race, color, religion, or, national origin.

14.0 Successors and Assigns

- 14.1 Each of the parties binds himself, his partners, successors, assigns and/or legal representatives to the other party, his partners, successors, assigns, and/or legal representatives to the provisions of this Agreement.

15.0 Miscellaneous Provisions

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, the Federal Government and the City of Waltham.
- 15.2 The proposal language of certificates, certifications, affidavits, or assignments requested of the DESIGNER or DESIGNER's consultants shall be submitted to DESIGNER for review and approval at least fourteen (14) days prior to execution. The CITY OF WALTHAM shall not request affidavits, certificates, or certifications that would require expertise, knowledge, or services beyond the scope of this Agreement and/or the qualifications or competence of DESIGNER.
- 15.3 Since the DESIGNER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Designer(s)' methods of determining prices, or over competitive bidding or market conditions, the DESIGNER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of DESIGNER's experience and qualifications. They represent the DESIGNER's best judgment an experienced and qualified professional DESIGNER, familiar with the construction industry. The DESIGNER cannot and does not guarantee that proposals, bids, or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by DESIGNER. If prior to Bidding or Negotiating, the CITY OF WALTHAM wishes greater assurance as Total Project or Construction Costs, CITY OF WALTHAM shall employ an independent cost estimator.

16.0 Extent of Agreement

- 16.1 In entering this Agreement, City of Waltham has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No verbal warranties, representations, or statements shall be considered as part of this Agreement or a basis upon which the CITY OF WALTHAM relied in entering into this Agreement. No statements, representation, warranties or understandings, unless contained herein, exist between the CITY OF WALTHAM and the DESIGNER.

16.2 This Agreement represents the entire agreement between the CITY OF WALTHAM and DESIGNER and supersedes all previous negotiations, proposals, and representations. This Agreement may be amended only by a written amendment signed by both the CITY OF WALTHAM and DESIGNER.

PART IV - 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 period required to complete the project

7. INSURANCE

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

B. COMPREHENSIVE GENERAL LIABILITY

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

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury	\$1,000,000 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 named Additional Insured”**. 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 of Waltham 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 of Waltham. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

9. MATERIALS

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 ten-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 CPO PRIOR to the commencement of the change order work. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

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

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential

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

18 RIGHT TO AUDIT

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

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.....	_____
• 5% Bid Bond or Certified Check.....	_____
• Debarment Certificate	_____

Your Company's Name: _____

Service or Product Bid _____

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

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

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

(Signature of person signing bid or proposal)

(Name of business)

TAX COMPLIANCE CERTIFICATION

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

Signature of person submitting bid or proposal

Name of business

NOTE

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

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

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

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

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

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

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

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

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

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

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

Yes _____, No _____

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

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

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

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____

(POST OFFICE BOX NUMBER NOT ACCEPTABLE)

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.

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 _____

ATTACHMENT A

CHANGE ORDERS

Policy:

This section supplements Article 5, Part III – Terms and Conditions.

All change orders submitted for review and processing must be prepared in accordance with the attached change order format (Appendix A) with the appropriate number of copies and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order. **All Change orders, prior to the commencement of the work, must have the approval of the City's Purchasing Agent, the City Auditor, the Law Department and the Mayor. No work is to be done until all written approvals have been obtained.**

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Massachusetts General Laws, Chapter 30, Section 39G for non-building construction and Section 39K for building construction as amended from time to time.

Payment of change orders shall be made in accordance with one of the following three methods:

- A. Existing unit prices as set forth in the contract; or
 - B. Agreed upon lump sum or unit prices; or
 - C. Time and materials
- A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the Contractor shall accept full and final payment at the contract unit price(s) for the acceptable quantities. Under certain circumstances, the unit prices may be subject to revaluation and adjustment.

APPENDIX A

CHANGE ORDER
(Enter Project Name)
(Enter Location)

Sheet __ of

Date _____

Project No. _____

Contract No. _____

Change Order No. _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Item 1:

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Item 2

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Change Order (Continued)

(Enter Project Name)

(Enter Location)

Sheet __ of

Date _____

Project No. _____

Contract No. _____

Change Order No. _____

Contract Amount (As Bid) \$ _____

Amount of Previous Change Orders \$ _____

Net Change in Contract Price (this Change Order) \$ _____

Total Adjusted Contract Price (including this Change Order) \$ _____

This Change Order extends the time to complete the work by ____ calendar days.

The extended completion date is _____
_____.

This Change Order checked by: _____
Resident Representative Date

This Change Order is requested by: _____

This Change Order is recommended by:

Consultant Engineer P.E. # Date

The undersigned agree to the terms of the Change Order.

Contractor Date

City of Waltham Date

Certification of Appropriation under M.G.L. c.44, s.31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (City Auditor,) Date

END OF SECTION

BID PRICE FORM

This section must be completed and enclosed in a separate envelope marked: "Price Sheet", the name of your company must be placed below it.

A. My Company proposes to complete the design work specified in the bid for the **ALL INCLUSIVE PRICE OF \$**_____.

B. The **ALL INCLUSIVE HOURLY RATE** to be used for the calculation of additional work is \$_____

Company's name: _____

Authorized Signature: _____

Print Name: _____

Date: _____