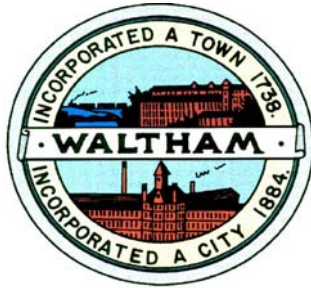


The City of Waltham



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

SSO Mitigation Project, Area 1314

The bid opening will be held: Thursday December 5, 2013 at 10:00 AM

Phone: 781-314-3244, Fax: 781-314-3245

Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR PROPOSAL (RFP)

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

SSO Mitigation Project, Area 1314, 2d ISSUE

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

Thursday December 5, 2013 at 10:00 AM

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

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

Bids must be signed and enclosed **in two (2) sealed envelopes**. **One envelope** shall be marked **QUALIFICATIONS** for the Design of the Lexington Street and School Street Water Main and Sewer Replacement. **The second (2d) envelope** shall be **marked PRICE** for the Mitigation of area 1314, Design.

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

This is a Sanitary Sewer Overflow mitigation project. The selected consultant shall analyze and design improvements to the sanitary sewer to increase the hydraulic capacity in specified areas of the city by reducing infiltration and inflow. This project is being undertaken as part of a Mass DEP Administrative Consent Order (ACO) and has strict timelines as required by the ACO.

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2013 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

hereinafter called the CONTRACTOR.

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

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

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

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

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

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

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

Stephen Casazza, City Engineer
Date: _____

Joseph Pedulla, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

CONTRACTOR (Signature),
Date: _____

Company

Address

INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

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

2. FORMS AND ATTACHMENTS.

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

3. PRINTED OR TYPED RESPONSE.

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

4. CORRECTIONS.

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

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

5. PRICE IS ALL INCLUSIVE.

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including all administrative costs, profit and overhead.

6. PRICE DISCREPANCY.

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

7. 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.

8. BID DEPOSITS.

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

9. WITHDRAW.

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

10. AWARD.

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

11. AWARD CRITERIA.
Qualified and responsive proposals will be evaluated based on the criteria listed in the Section 6 - Evaluation and Ranking of Proposals
12. DISCOUNTS.
Discounts for prompt payments will be considered when making awards.
13. TAX EXEMPT.
Purchases by the City of Waltham are exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.
14. SAMPLES.
The City of Waltham may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.
15. ACTIVE VENDOR LIST.
Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.
16. FUNDS APPROPRIATION.
THE CONTRACT OBLIGATION ON BEHALF OF THE CITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE MAYOR.
17. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.
18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.
19. STANDARD OF QUALITY.
Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.
20. MODIFICATION.
No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

21. ASSIGNMENT.

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

22. GUARANTEES.

Unless otherwise stipulated in the specifications, all 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.

23. 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.

28. BID OPENING INCLEMENT WEATHER

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

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

Contractors shall provide insurance on a primary basis and the contractor’s policy shall be exhausted before resorting to other policies. The contractor’s policy is the primary one not the contributory.

B. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Property Damage: \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury \$2,000,000 Each Occurrence

Property Damage \$1,000,000 Aggregate

D. UMBRELLA POLICY

General liability \$1,000,000

Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text

contained in the bottom left box of the Certificate: "The City of Waltham is a named Additional Insured for all Insurance". The Certificate of Insurance must be mailed directly to:

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

8. PERSONNEL:

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

9. MATERIALS

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

10. TERMINATION OF CONTRACT

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

11. CONTRACT OBLIGATIONS

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

12. BIDDER EXPERIENCE EVALUATION

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

15. NOT-TO-EXCEED AMOUNT

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

16. FINANCIAL STATEMENTS.

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

17. BREACH OF CONTRACT/ NON PERFORMANCE

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

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

18 RIGHT TO AUDIT

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

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

All 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.

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

1. PROJECT SCOPE

PROJECT OVERVIEW:

Task 1: Area 1314A Evaluation for Infiltration/Inflow Removal: The evaluation will confirm the areas required for use of cured-in-place-pipe (CIPP) lining, manhole lining, lining of service connections, and limited spot repairs for damaged pipe.

The study area consists of approximately 48,000 linear feet of sewer pipe and 350 manholes as shown on the attached map.

The consultant shall:

- 2.1. Evaluate inflow sources believed to provide contribution to wet weather flows within Area 1314A.
- 2.2. Conduct pre and post flow monitoring and appropriate metering to confirm the spring high groundwater condition and maximize the credit received for I/I removals.
- 2.3. Obtain the smoke testing results that were completed in 2009 throughout the area to identify the number and locations of inflow sources and any cross connections with drainage infrastructure.
- 2.4. Conduct TV inspection throughout the study area to identify the number and locations of infiltration and inflow sources and any cross connections with drainage infrastructure.
- 2.5. Conduct manhole inspections throughout the study area to identify the number and locations of infiltration and inflow sources and any cross connections with drainage infrastructure.
- 2.6. Coordinate with the City of Waltham's ongoing sump pump removal program as related to Area 1314A.
- 2.7. Conduct post monitoring to confirm success of the program and attempt to take in to account the seasonality of groundwater influence.

Task 2: Design Area 1314A Infiltration/Inflow Removal: The design of the infiltration/inflow removal will be based on the results of the flow monitoring, smoke testing, TV inspection, and analysis of the collected field data completed in Task 1. The recommended program shall consist of a comprehensive I/I removal program aimed at removing the maximum amount of I/I in the most cost-effective manner. The program goal shall be a minimum 40 percent reduction in I/I.

The consultant shall:

1. Develop the technical portion of the bid package for bidding of a comprehensive I/I removal program within Area 1314A.
2. Develop a plan and implementation schedule for a comprehensive I/I removal program in Area 1314A. The design documents shall conform to MassDEP guidelines. The design shall focus on cost-effective reduction of extraneous flows, however, other important factors shall be considered such as elimination of overflows, exfiltration, watershed protection, and protection of public health.
3. Develop design plans which show which manholes are accessible by the Contractor for installation of cured-in-place lining and the work area limits, including existing and/or proposed easements if required.

4. Develop a proposed construction cost estimate for the comprehensive I/I removal program.
5. Present the proposed program to the MassDEP prior to bidding.

Project Milestones / Schedule:

1-design phase December 2013 / January 2014

2-bid phase February 2014 / March 2014

3-construction phase May 2014 – December 2014

A. For spot repairs, lateral replacement, & manhole replacement, cut off is for street opening permits 10/15/14.

B. For pipe lining / manhole sealing cut off for outside work 12/15/14

This is a Sanitary Sewer Overflow mitigation project. The selected consultant shall analyze and design improvements to the sanitary sewer to increase the hydraulic capacity in specified areas of the city by reducing infiltration and inflow. This project is being undertaken as part of a Mass DEP Administrative Consent Order (ACO) and has strict timelines as required by the ACO.

Bid Form

Cost proposal for providing professional engineering services to prepare plans, specifications and estimates for probable construction costs, including:

- 1.Sub-contractor / consultant services;
- 2.Flow measurements, pre / post;
- 3.Video camera (CCTV) inspection and cleaning of sewer mains;
- 4.Review of City records for sewer service lateral, type of pipe, age, stoppage history;
- 5.Review of City records for previously lined sewers, repairs to sewer mains & manholes;
- 5.Utilize City GIS, record plans, utility company plans and conduct field investigations as necessary to prepare bid documents;
- 6.Attend progress meetings with City, monthly

Assist City with MWRA I/I grant/loan application, prepare forms and documents for application.

Provide detailed description of engineering tasks / work items with each invoice to City.

Basis of award, design, bid phase, which includes bid review, recommendation of award to contractor,

Alternative / add on to SSO Mitigation project cost proposal for construction oversight and construction administration (subject to City request and available funds)

Addendum 1

Issued during the first bid for this service is included here and becomes integral part of the bid packet.

1. RESPONSIBILITIES OF THE CITY OF WALTHAM:

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

The City Purchasing Agent will manage the bid process, advertise the competition, obtain prevailing wages distribute plans and specifications provided by the consultant and hold a bid opening at City Hall, 610 Main Street, Waltham, MA 02452.

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 and shall deliver all of the items listed in "Scope of Work" above to the City within sixty days of receiving such notice unless unable to do so due to causes not under his control. Cost and schedule commitments shall be subject to renegotiation for unreasonable delays beyond the control of the CONSULTANT. It is anticipated that construction can begin in April 2014.

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.

4. SCHEDULE OF PROPOSAL SELECTION PROCESS:

The following is a tentative schedule of the selection process.

RFP issue	November 12, 2013
Deadline for questions.....	November 27, 2013
Answers released to firms on record.....	December 1, 2013
Deadline for proposals.....	December 5, 2013
Interviews with short-listed firms.....	December 9, 2013 (week of)
Selection and notification of results.....	December 13, 2013
Notice to proceed	by January 30, 2014

Questions concerning this RFP must be submitted in **writing only to:**

Joseph P. Pedulla, Chief Procurement Officer, at www.jp pedulla.city.waltham.ma.us

The City shall endeavor to distribute written answers via e-mail to all interested parties of record.

6. EVALUATION AND RANKING OF PROPOSALS:

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

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

1. **Cost. (55 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.

7. 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.

8. SUBMISSION OF PROPOSAL:

Please submit three (3) copies of the proposal.

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

1. cost proposal, fixed not to exceed and all inclusive cost. **PLACE IN A SEPARATE SEALED ENVELOPE**
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. if the firm has filed for the protection of U. S. Bankruptcy Court in the last seven years
5. Include information in the cover letter that demonstrates compliance with the minimum threshold requirements.
6. Complete all documents in the Compliance Section
7. Recognize receipt of Addenda, if any were issued by the City
8. Include a 5% bid Bond

Submission must include resumes of team members with examples of relevant experience and a description of the individual roles and responsibilities of each. Submission must also include hourly staffing rates.

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

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

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

no later than **10:00 am on Thursday December 5, 2013.**

QUESTIONS AND CLARIFICATIONS: Firms planning to submit a response are encouraged to ask for clarification on any aspect of this solicitation All questions and request for Clarifications shall be directed **only** to the Chief Procurement Officer via e-mail at www.ipedulla@city.waltham.am.us . Such information shall be shared with interested parties of record via addenda.

END OF SECTION

Compliance

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

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

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

Section Index

Check when Complete

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

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) 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.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

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

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

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

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

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

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

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

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

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

Yes _____, No _____

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

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

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

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City

State

Telephone Number

Today's Date

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

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

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 _____

THE CITY OF WALTHAM
MASSACHUSETTS

PURCHASING DEPARTMENT

SSO Mitigation Project, Area 1314, 2d Issue

ADDENDUM NO. 1

October 28, 2013

CHANGES, CORRECTIONS AND CLARIFICATIONS

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications. The items set forth herein, whether of omission, addition, substitution or clarification are all to be included in and form a part of the proposal submitted.

THE NUMBER OF THIS ADDENDUM (NO. 1) MUST BE ENTERED IN THE APPROPRIATE SPACE PROVIDED IN THE BID PRICE SHEET

ITEM NO.: 1 **ANSWERS TO POSED QUESTIONS**

Q1. – Contract Duration; please clarify how the contract completion relates to the Administrative Consent Order (ACO). Does the City have a construction start date in mind?

A1. THE Designer is expected to deliver the completed study with 45 days from the NTP. The contract completion will be the date of the construction acceptance by the City. Construction completion schedule will be determined jointly with the selected designer.

Q2. – Are the listed mitigation methods, “cured-in-place lining, manhole lining, lining of service connections and limited spot repairs” the only methods to be considered? Should the bidder include additional recommendations for repair or are these only ones acceptable to the City?

A2. Methods for sewer rehab are limited to Mass DEP approved methods.

Q3. Will testing and sealing and full depth replacement be allowed for the City to meet its goal of 40% I/I reduction?

A3 The City does not want to have testing and sealing of pipe joints, pipe segments, manhole to manhole are to be utilized.

Q4. In what format are referenced smoke testing results and can the information be provided or reviewed?

A4. Smoke testing report will be available for review at the Waltham Engineering Department

Q5. What is meant by “coordinate with sump pump program” please provide specific detail

A5. The City is expecting to discover illicit/illegal sump pumps in the Cedarwood area. Any sump pump activity will be coordinated with proposed sewer rehab so paving activities do not conflict

Q6. Is there a sump pump program report that can be provided or reviewed? What is the status of the program?

A6. Sump pump inspections are on-going. No report available at this time.

Q7. The design scope/fee is to be based upon the outcome of Task 1, I/I sources requiring elimination, assumptions will need to be made to determine area(s) of this design, how will the City evaluate these cost in comparison to other bid proposals?

A7. The Designer fee is based the Project Scope Section 1, pages 13-16. Please see RFP Section 6. EVALUATION AND RANKING OF PROPOSALS.

Q8. Map – It is unclear where the outlet(s) to the study area are. Can this be clarified?

A8. Outlet to study area. Main Street, Felton Street, Sun Street and Mt. Feake Cemetery. See RFP Map

Q9. Is the sewer in Prospect Street to be included or just the connecting sewers?

A9. Prospect Street sewer should be included in study area.

Q10. Are there any pump stations in the service area?

A10. Two pumping stations, Spencer Street and Second Avenue.

Q11. “Develop design plans Including existing and/or proposed easements if required”. The reference to easements is this for temporary or permanent easements? Could the City clarify if the work for Area 1314 is in public ways? If permanent easements are required will the City be responsible for all filings? Please clarify the intent of this requirement.

A11. Work in Area 13/14 is within Public ways, Private ways and Sewer Easements. Temporary Easements to perform the work maybe required. The City will obtain temporary easements for sewer rehabilitation work.

End of Addendum 1

BID PRICE FORM

(Include this page in a separate sealed envelope)

My Company proposes the following all-inclusive price to provide the services described within this bid document.

\$: _____

My company recognizes receipt of addenda # ____, ____, ____, ____, ____

Company Name: _____

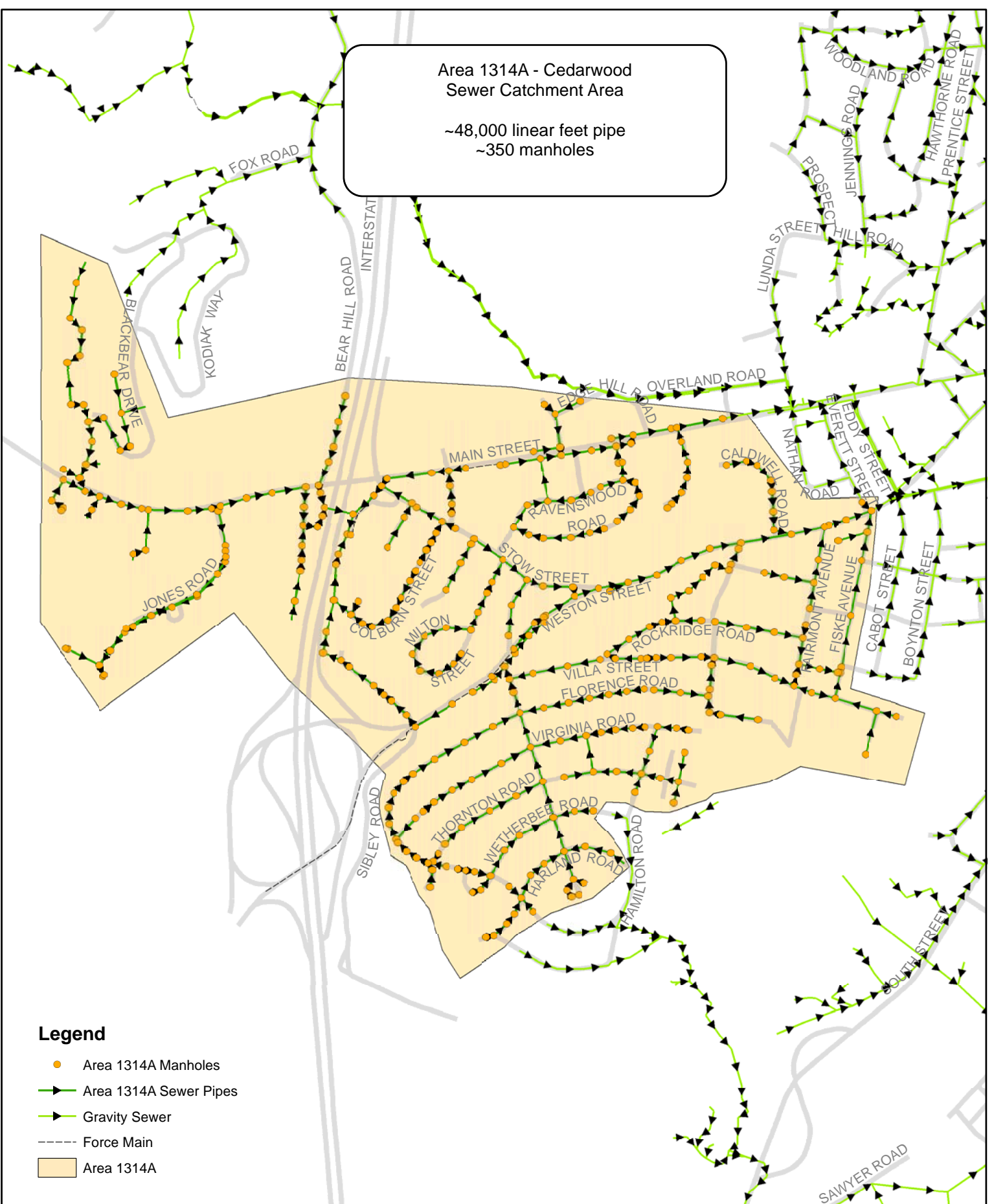
Authorized Signature: _____

Print Name: _____

E-Mail Address: _____

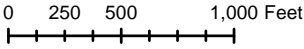
Date: _____

Area 1314A - Cedarwood
Sewer Catchment Area
~48,000 linear feet pipe
~350 manholes



Legend

- Area 1314A Manholes
- ▶ Area 1314A Sewer Pipes
- ▶ Gravity Sewer
- Force Main
- Area 1314A



SSO Mitigation Project
Area 1314A - Cedarwood
November 2013