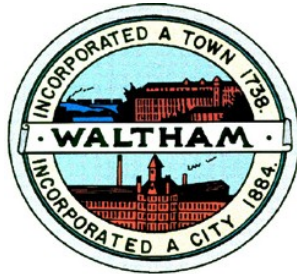


Under the rule of Massachusetts General Law Ch. 30B

# The City of Waltham



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

***DESIGN OF UTILITY IMPROVEMENTS ALONG NUTTING ROAD***

**The bid opening will be held: **Wednesday June 12th, 2019 at 10:00 AM****

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

# **Invitation to Bid**

**The City of Waltham**  
**Purchasing Department**

**INVITATION FOR BID (IFB)**

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:

***DESIGN OF UTILITY IMPROVEMENTS ALONG NUTTING ROAD***

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

**Wednesday June 12th, 2019 at 10:00AM**

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/bids](http://www.city.waltham.ma.us/bids)

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

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

# Intent of Project

The City of Waltham seeks an engineering firm to provide professional consulting engineering services for utility improvements along Nutting Rd. The improvements consist of removing and replacing the existing water main (approximately 700 linear feet), and evaluating the condition of the existing sewer mains with any recommendations for rehabilitation if necessary (approximately 600 linear feet of sewer main with 4 sewer structures). Upon completion of the water and sewer work, the road will be reclaimed, graded and paved. Betterments shall be assessed to abutting property owners for the roadway reconstruction. A prerequisite to construction of the new water main on Nutting Road is a permanent City easement for “water, sewer & drains” along with a temporary construction easement for roadway reconstruction. Presently, there is no easement on Nutting Road which is a private way. The City is also requesting the preparation of an easement / betterment plan and legal description of easement, suitable for recording at the Registry of Deeds.

**AGREEMENT**

**CITY OF WALTHAM**

**ARTICLE 1.** This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 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.** Witnesses, 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 - Design of Utility Improvements along Nutting Road" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. PRINTED OR TYPED RESPONSE.

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

4. CORRECTIONS.

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

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

5. PRICE IS ALL INCLUSIVE.

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

6. PRICE DISCREPANCY.

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

7. 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 (NOT APPLICABLE TO THIS BID)

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, completeness of your IFB Response, responsiveness and responsibility but not necessarily in that order.

11. AWARD CRITERIA.

Bids will be evaluated based on price, responsibility and responsiveness, and compliance requirements.

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 INTEREST 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

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.

COMPREHENSIVE GENERAL LIABILITY

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

PROFESSIONAL LIABILITY

                                      \$1,000,000 Each Occurrence  
                                      \$2,000,000 Aggregate

AUTOMOBILE (VEHICLE) LIABILITY

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

UMBRELLA POLICY

General liability          \$2,000,000

Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate:

"The City of Waltham is a named Additional Insured for all 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

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

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

**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 bid.

# **SPECIFICATIONS**

## **General information:**

The City of Waltham seeks an engineering firm to provide professional consulting engineering services for utility improvements along Nutting Rd. The improvements consist of removing and replacing the existing water main (approximately 700 linear feet), and evaluating the condition of the existing sewer mains with any recommendations for rehabilitation if necessary (approximately 600 linear feet of sewer main with 4 sewer structures). Upon completion of the water and sewer work, the road will be reclaimed, graded and paved. Betterments shall be assessed to abutting property owners for the roadway reconstruction. A prerequisite to construction of the new water main on Nutting Road is a permanent City easement for “water, sewer & drains” along with a temporary construction easement for roadway reconstruction. Presently, there is no easement on Nutting Road which is a private way. The City is also requesting the preparation of an easement / betterment plan and legal description of an easement, suitable for recording at the Registry of Deeds.

## **Scope of Work:**

### **TASK 1 – Preparation of an Easement / Betterment Plan and Legal Description**

The CONSULTANT shall:

- 1) Attend a meeting with CITY representatives to discuss overview of the project intent and schedule.
- 2) Prepare an easement plan for the city to grant access to Nutting Road a private way for the permanent, non-possessive right to access and maintain water, sewer and drain utilities along with a temporary construction easement for roadway reconstruction purposes. The plan is to be prepared in such a fashion that the City may use said plan to assess betterments to abutting properties along Nutting Road. Plan shall show frontages of each abutting property along Nutting Road. The plan is to be prepared in conformance to the rules and regulations of the Registry of Deeds and be suitable for recording as the Registry of Deeds. An on the ground survey will be required to establish the metes & bounds of the easement on Nutting Road. A legal description of the easement is to be prepared and submitted to the City along with the Easement / Betterment Plan.

### **TASK 2 – Existing Conditions Evaluation and Development of Existing Conditions Plan:**

The CONSULTANT shall:

- 1) Perform a topographic survey of the area gathering all pertinent data for design purposes to develop an existing conditions plan of the work area.
- 2) Perform a Closed Circuit Television (CCTV) investigation of the existing sanitary sewer system to evaluate the condition of mains and structures. This investigation will include light cleaning of mains (two passes with the jet nozzle) as required. A copy of the CCTV work will be provided to the CITY to keep as record.
- 3) Research and review CITY records including record folio plans, easement plans, design plans / as-builts from previous construction projects done in the work area, and existing service tie cards and stoppage history.



### **TASK 3 – Utility Improvement Design:**

The CONSULTANT shall:

- 1) Utilize the existing conditions plan developed as part of Task 2 to develop design plans for the replacement of water mains and repairs to the sewer and drainage system.
- 2) Detail a temporary bypass water distribution system for use during the replacement of the water mains. This will include construction details and layout of the temporary system. Water service to the residents shall not be interrupted during the construction of the new water mains.
- 3) Detail the locations and methods of tie-in locations of the new mains to existing mains.
- 4) Develop proposed finish grades and details for the grading and paving of the roadway.
- 5) Develop construction details in accordance with CITY standards for the tie-in locations into existing mains, new services from the new main to existing curb stops at each property, and any required additional details for inclusion in the construction documents.
- 6) Obtain any permits required by law if necessary.
- 7) Develop preliminary design drawings, specifications, and bid documents to submit to the CITY for review.
- 8) Develop final design drawings, specifications, and bid documents addressing the CITY's comments of the preliminary design documents.
- 9) All documents shall adhere to applicable Local, State, and Federal requirements.
- 10) Develop an Engineer's estimate of probable construction cost.
- 11) Deliver to the CITY final bid documents for distribution.
- 12) Assist the CITY in the bid process by answering questions of potential bidders regarding the CONSULTANT's design as well as developing any addenda as required.

### **TASK 4 ALTERNATE – Construction Administration/Oversight:**

The CONSULTANT shall:

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

### **Responsibilities of the City of Waltham:**

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

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

### **Delivery to the city:**

An Easement / Betterment Plan is to be submitted within thirty (30) days of the Notice to Proceed. The Plan and legal description of the metes & bounds of the easement are needed for acceptance by the City and subsequent recording at the Registry of Deeds, prior to any construction on Nutting Road.

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

All plans, specifications and estimates will be provided to the CITY in both hard copy and electronic format. Drawings shall be formatted to 24"x36" sheet size and delivered electronically as a .dwg file using AutoCAD version 2013 or higher. Signed & stamped copies of drawings, final bid documents, and specifications shall be delivered in PDF format. As-built drawings shall be submitted on Mylar to serve as record for the CITY. In general, drawings will be at a scale of 1"=20' horizontal and 1"=4' vertical unless deemed necessary and approved to alter the scale.

### **Consultant's liability:**

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

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

**Questions concerning this IFB must be submitted in writing to:**

Joseph P. Pedulla, Chief Procurement Officer, 610 Main Street, Waltham, MA 02452, 781 314-3240 or emailed at [jpedulla@city.waltham.ma.us](mailto:jpedulla@city.waltham.ma.us)

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

**REVISIONS IN SCOPE OF WORK:**

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

**SUBMISSION**

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

**Bids shall be submitted in writing in a sealed envelope **Wednesday June 12th, 2019 at 10:00AM** to:**

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



## 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 bid.

### 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 bid.

**NON-COLLUSION FORM AND TAX COMPLIANCE FORM**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid 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) 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 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 bid.



**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 or prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

---

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Signed by Authorized Company Representative:

\_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_

# Sample

NOTE:

DATE: \_\_\_\_\_  
 APPROVAL NOT REQUIRED, UNDER THE  
 SUBDIVISION CONTROL LAW, BY THE  
 BOARD OF SURVEY & PLANNING.

BOARD OF SURVEY & PLANNING CLERK

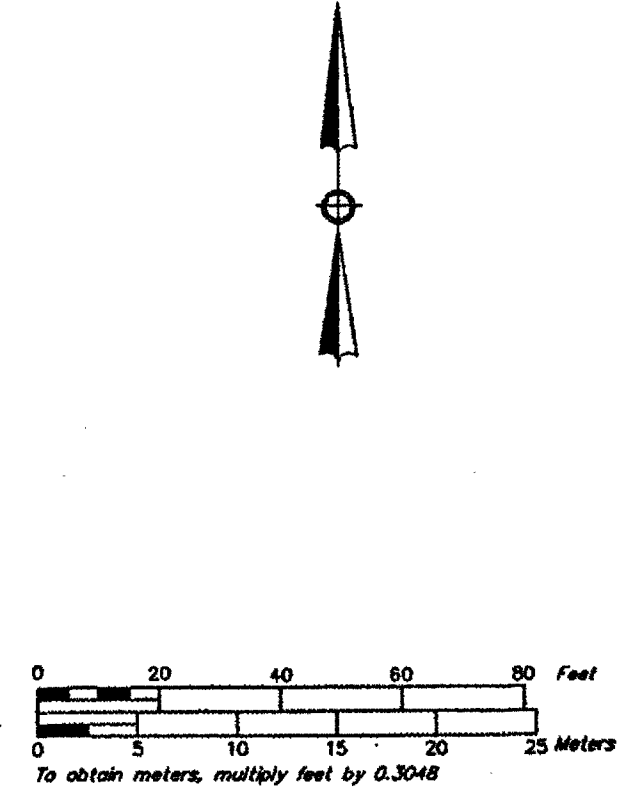
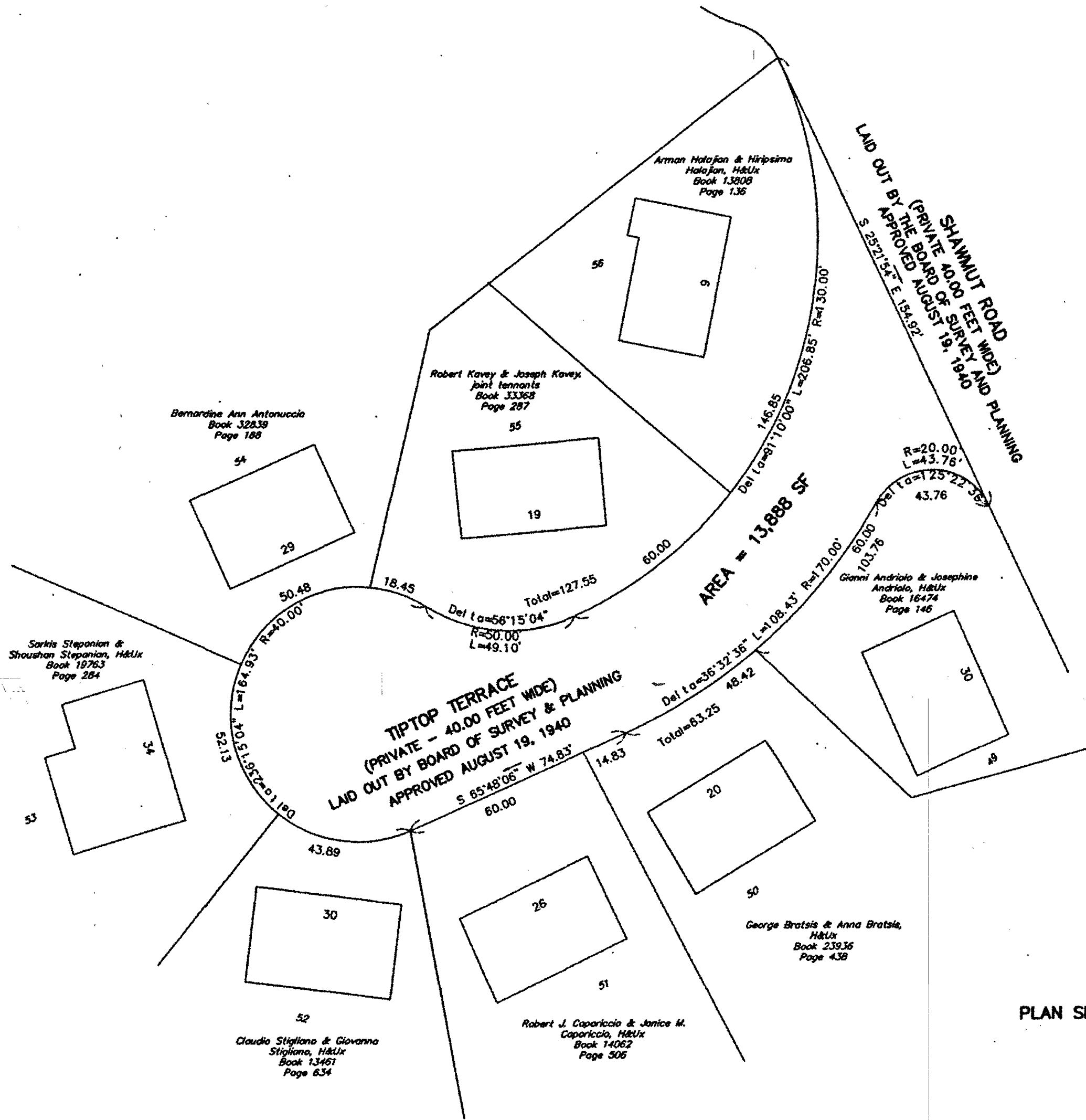
NOTE:  
 THIS PLAN IS COMPILED FROM PLANS OF  
 RECORD (NOT BASED UPON A SURVEY) AND  
 IS FOR ASSESSMENT PURPOSES ONLY.

NOTE:

I CERTIFY THAT THIS PLAN HAS BEEN  
 PREPARED IN CONFORMITY WITH THE  
 RULES AND REGULATIONS OF THE  
 REGISTERS OF DEEDS OF THE COMMONWEALTH  
 OF MASSACHUSETTS.

DATE: \_\_\_\_\_

PROFESSIONAL LAND SURVEYOR



PLAN SHOWING LOCATION OF TEMPORARY EASEMENT FOR  
 CONSTRUCTION PURPOSES  
 TO BE TAKEN BY  
 THE CITY OF WALTHAM  
 OVER THE PRIVATE WAY  
**TIPTOP TERRACE**  
 IN  
**WALTHAM, MASSACHUSETTS**  
 AND  
**FRONTAGES FOR ASSESSMENT OF ESTIMATED BETTERMENTS**  
 SCALE: 1 INCH = 20 FEET  
 CITY COUNCIL ORDER NUMBER \_\_\_\_\_  
 PROFESSIONAL LAND SURVEYOR  
 APPROVED \_\_\_\_\_

Registry of Deeds,  
 Southern District  
 Cambridge, Massachusetts  
 Plan No. \_\_\_\_\_ of \_\_\_\_\_  
 Rec'd \_\_\_\_\_  
 Attest \_\_\_\_\_