The City of Waltham



Invites, Interested Parties To propose the best plan under the rules of MGL Ch. 30B Sect.5

For the:

DESIGN, SUMMIT AVENUE RECONSTRUCTION & DRAINAGE IMPROVEMENT PROJECT

Your response is due to the Purchasing Office no later than

10:00 am Thursday November 21, 2019

Site Inspection and Briefing: Wednesday November 13, 2019 at 10:00 AM

(Meet in the Auditorium of 119 School Street, Waltham)

Last day for Written Questions: Thursday November 14, 2019 at 12 Noon
(Email to Jpedulla@city.waltham.ma.us)

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REQUEST FOR BID FOR DESIGNER SERVICES FOR THE SUMMIT AVENUE RECONSTRUCTION & DRAINAGE IMPROVEMENT PROJECT

The City of Waltham is seeking responses from qualified Designer Firms registered and licensed in the Commonwealth of Massachusetts for the preparation of plans and specifications, cost estimating, bidding documents, construction documents and construction Administration for the Summit Avenue Reconstruction & Drainage Improvement.

I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS.

- 1) RFB packages can be obtained from; and will be accepted at the City of Waltham, www.city.waltham.ma.us/bids until 10:00 AM, November 21, 2019 for this Request for Qualifications which is made in accordance with MGL c.30B §5. The original, which shall bear "wet" signatures, and three copies of the proposal are required.
- 2) A pre-bid meeting will be held at 10.00 am November 13, 2019. Meet in the Auditorium of 119 School Street, Waltham.
- 3) Award date. Award will be made <u>within</u> forty-five (45) days after the due date unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All RFB's submitted shall be valid for a minimum period of forty-five (45) calendar days following the date established for acceptance.
- 4) **Questions** concerning this RFB must be submitted in writing to: Joseph Pedulla/CPO at <u>jpedulla@city.waltham.ma.us</u> before 12 noon November 14, 2019. Questions may be delivered, mailed, emailed, <u>jpedulla@city.waltham.ma.us</u>. Written responses will be mailed to all bidders on record as having requested the RFB.
- 5) After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City of Waltham or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.
- 6) The City of Waltham reserves the right to reject any and all RFB's and to waive any informality in RFB's received whenever such rejection or waiver is in its best interest.
- 7) The City of Waltham will not be responsible for any expenses incurred in preparing and submitting RFB's. All RFB's shall become the property of the City of Waltham.
- 8) Responders must be willing to enter into the City of Waltham standard form of contract that will include the scope of services description of this RFB.
- 9) The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in performance of service.
- 10) RFB's received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.

- 11) Any RFB's received after the advertised date and time for opening will be returned to the responder unopened.
- 12) Purchases by the City of Waltham are exempt from federal, state and municipal sales and/or excise taxes.
- 13) All the documents in the COMPLIANCE Section must be included with the bid response. The bid must be signed by the authorized individual(s). All forms must bear original "wet" signatures.
- 14) Unexpected closures. If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 2:00 PM on the next normal business day. RFB's will be accepted until that date and time.
- 15) Responses to the RFB must be prepared according to the guidelines set forth herein. Selection of the successful responder will be based upon an evaluation and analysis of the information and materials required under the RFB.

II. SCOPE OF SERVICES.

1. OVERVIEW OF REQUEST:

The City of Waltham is seeking professional engineering services to design the reconstruction of approximately 550 linear feet of roadway including drainage and utility improvements along Summit Avenue. Presently, the section of Summit Avenue is a "dirt" road. The City is seeking to construct two 11 foot travel lanes on an existing slope greater than 9%.

2. PROJECT SCOPE:

The scope of work for the project is been provided below, and reference plans are included herein. The field survey work shall be performed using instrument survey methods to provide accurate and complete information as specified.

Task I: Existing Conditions Plans

Consultant shall

- Perform an on-the-ground survey of the project area. Survey shall located all semi-permanent and permanent
 features including but not limited to edge of traveled way, utility structures (rim and invert elevations), utility
 poles, overhead wires, walls, curbing / berms, fences, driveways, house corners, property monumentation, trees
 4-inch or greater in caliper landscaping features, and general topography of project area. A locus map of project
 area is attached to this IFB.
- Survey shall include cross-section elevations of the right-of-way every 25 feet.
- Survey shall extend 10 feet beyond the limits of the right-of-way.
- Perform utility research for any private underground utility that may be within the project area, including but not limited to natural gas, electric, communication, and cable. The Consultant shall be solely responsible for all costs for obtaining plans from private utility companies and shall do so at no additional cost to the City.
- Establish benchmarks for horizontal and vertical control at each end of the project area with an additional vertical benchmark located in the center of the project area to be used during construction.
- Coordinate Police Details for traffic management.
- Survey is to be on North American Datum 1983 (NAD83) and North American Vertical Datum 1988 (NAVD88).
- Prepare the existing conditions plan using AutoCAD Civil 3D version 2018. Plan set shall be 24" x 36". Plan view shall be scaled at 1"=20'. Plan shall provide 1 foot contours, existing utility locations, invert and rim elevations, property information, and other noted existing conditions. Please refer to the Plan and Utility Requirements attached to this Invitation for Bids.
- Plan shall indicate the frontages of each abutting property along the portion of Summit Avenue. This plan will
 be recorded at the Middlesex South Registry of Deeds and used to assess betterments to abutters for
 improvements to a Private Way. Plan must conform to the rules and regulations of the Registrar of Deeds of the

Commonwealth of Massachusetts.

- Submit original Mylar and bond paper existing conditions plan original wet stamped by a Professional Land Surveyor registered in the Commonwealth of Massachusetts.
- Submit the electronic .dwg file of the existing conditions survey to the City via CD or external hard drive.
- Upon completion of construction activity, consultant shall remobilize to the project area and re-survey the project area to update the original existing conditions plan with the new construction.
- Submit an original bond paper updated existing conditions plan original wet stamped by a Professional Land Surveyor registered in the Commonwealth of Massachusetts.
- Submit the updated electronic .dwg file of the updated existing conditions survey to the City via CD or external hard drive.

Task II: Evaluation of Existing Utilities

Consultant shall

- Inspect via closed circuit television (CCTV) approximately 200 feet of 8" sewer main, 450 feet of 18" drain main, 300 feet of 30" drain main, and associated catch basin laterals. CCTV inspections shall pan and tilt at all connections to inspect service connections. All CCTV work is to include light cleaning of main. This task shall carry an allowance of 400 feet of heavy cleaning.
- Perform inspections of approximately 3 sewer manholes, 6 drain manholes, and 3 catch basins.
- Coordinate Police Details for traffic management.
- Review tie cards and other city records for excessive sewer service stoppages.
- Review tie cards and other city records for presence of iron water services.
- All debris removed from mainlines during cleaning shall become property of the consultant and shall be disposed
 of in accordance with all local, state, and federal regulations at no additional cost to the City. The City does not
 provide a location for disposal of removed materials.
- Provide to the City a copy of the written log of all inspections along with all CCTV footage.

Task III: Roadway Reconstruction and Drainage Design/Bidding Assistance

Consultant shall

- Attend a design kick off meeting with City personnel to review design criteria.
- Develop a roadway reconstruction and grading plan to provide positive drainage characteristics for the roadway.
- Drainage analysis/design of the area to intercept storm water run-off. Flood Plain Zone with the Community Panel Number from the latest F.E.M.A. Map delineated on plans. Storm drainage must be analyzed by a MA registered Professional Civil Engineer based on 10-yr., 25-yr. and 100-yr. storm events. Piped drainage systems shall be designed with a capacity for a 25-yr. storm event. Detention basins/tanks/pits shall be designed to be capable of safely discharging the 100-yr. storm events. All drainage designs shall comply with the guidance set forth in the MassDEP Stormwater standards and policies. The drainage improvements shall capture all storm water runoff on Summit Ave without shedding water onto Elmwood Avenue, Weston Street (US Route 20), or abutting properties. Please refer to the Requirements for Plans and Drainage Calculations and the Engineering Department Policy on Drainage Calculations attached to this Invitation for Bids.
- Preform test pit and percolation test for sixing underground storm water management system if required.
- Review all utility inspection reports and videos along with tie cards and City records and incorporate necessary proposed improvements into the design plans.
- Preliminary Design on the existing conditions base which will include the proposed drainage improvements. The preliminary design will include preliminary grading and roadway profile, sidewalk width and location, proposed utility and service connection improvements and roadway cross-section improvements. Final Design will occur after a complete review by the Engineering Department. Plan set shall be 24" x 36". Plan view shall be scaled at 1" = 20' and profile view shall be scaled at 1"=4' unless otherwise approved.

- As part of this task the Consultant shall stakeout the proposed baseline of the roadway prior to construction activity.
- The City of Waltham Purchasing Department will be provided an electronic version of the final design and Bid Documents for bidding purposes. The Consultant shall assist the City in the bid process in regards to answering questions from bidding contractors and developing any addendums.

Task 4: (Alternate) Construction Administration/Oversight

Consultant Shall

Preform construction administration and on-site oversight during the implementation of the designed plans
produced in Task 3. The Consultant will be responsible to ensure that all work is done in accordance with the
design plans and specifications, as well as recording construction activity and item quantities used. For this task,
it will be assumed that 250 hours of Construction Administration and 800 hours of Construction Oversight will
be required.

Bidding:

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

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

Responsibilities of The City of Waltham:

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

Delivery to The City:

The CONSULTANT shall begin performance of the services designated in the contract promptly upon receipt of a written Notice to Proceed. The 90% preliminary design shall be submitted within 90 days from the Notice to Proceed and the final design shall be submitted within 120 days of the Notice to Proceed unless unable to do so due to causes not under his control. Cost and schedule commitments shall be subject to renegotiation for unreasonable delays beyond the control of the CONSULTANT. It is anticipated that construction can begin in April 2016.

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 RFP must be submitted in writing to:
Joseph P. Pedulla, Chief Procurement Officer, 610 Main Street, Waltham, MA 02452.
The City shall endeavor to distribute written answers via e-mail to all interested parties of record.

III. 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.

IV. SUBMISSION OF BID:

Please submit six copies of the proposal.

The proposal shall begin with a cover letter addressed to Mr. Joseph Pedulla, CPO which confirms that the proposer understands and agrees to the provisions of this RFP and which furnishes the following statements or information:

- 1. Cost proposal
- 2. Certify that all cost information, salaries, rates, policies, etc. are current, complete and accurate
- 3. Confirm that all individuals listed in its proposal are committed to performance on the projects
- 4. State that it will meet the insurance requirements for this project may obtained from office of the City of Waltham, Chief Procurement Officer
- 5. Say if the firm or any member of the firm is currently debarred from doing business with any government entity or is a party to any pending or current litigation which might adversely affect performance on this project
- 6. Declare if the firm has filed for the protection of U. S. Bankruptcy Court in the last seven years
- 7. Include information in the cover letter that demonstrates compliance with the minimum threshold requirements
- 8. Completed "Compliance" section.

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

Proposals shall be submitted in writing in a sealed envelope no later than 10:00 am on November 21, 2019 to:

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

V. PAYMENT

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

VI. PROPOSAL EVALUATION PROCEDURE

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

A. Minimum Evaluation Criteria

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

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

B. Staffing Requirements

- 1. The architect must set forth the staffing to be utilized for this service, including the estimated percentage of time to be dedicated to this project.
- 2. Submitting firm must be prepared to contractually commit all individuals as submitted in their Proposal to this service. Any deviation from the proposed will constitute a breach of Contract to any agreement which may result from this Request for Qualifications.
- 3. The Proposal must include resumes, experience, and qualifications of any proposed consultants that would be utilized by the Proposer in the performance of this contract. Any deviation from the architect's listed consultants or their team will constitute a breach of Contract to any agreement which may result

from this Request for Proposals. Any change in consultants listed in the Proposal must obtain approval from the City.

4. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change in the Proposers staffing as outlined in the Proposal will be subject to the approval of the City of Waltham. The City of Waltham Project Administrator, or designee, shall notify the proposer within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the City.

C. Additional Narrative Information

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

D. Miscellaneous Requirements

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

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

VII. RULE FOR AWARD

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

VIII. BASIS OF COMPENSATION

The contract awarded will be a fixed price contract not to exceed the awarded amount. <u>There will be no reimbursable expenses allowed.</u>

AGREEMENT BETWEEN

	THE CITY OF WALTHAM
	AND
MASS 02452	S AGREEMENT made effective, 2019, by and between the CITY of WALTHAM, ACHUSETTS, a municipal corporation, acting by and through its Mayor at 610 Main, Waltham, Massachusetts (hereinafter called the "CITY"), and whose principal office address and state of poration are as set forth (hereinafter called the "CONTRACTOR").
	RECITALS: HEREAS, the CITY desires to retain the CONTRACTOR to provide certain services for the CITY, as described below, the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,
	W, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable deration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
	ARTICLE 1 - ENGAGEMENT OF THE DESIGNER
1.1	The CITY hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the CITY, as described in Article 2.
1.2.	In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the CITY, on the one hand, and the CONTRACTOR, on the other, and the CITY shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.
	ARTICLE 2 - SERVICES OF THE DESIGNER
2.1	The CONTRACTOR will perform the services described in the Scope of Services set forth in this document (the "Work").
2.2	The CONTRACTOR shall report, and be responsible, to the CITY and its designee (if any).
2.3	There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the CITY. The CITY shall be under no obligation to pay for any services performed by the

- e CONTRACTOR which are not explicitly agreed to by the CITY in writing.
- 2.4 The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.
- 2.5 The CONTRACTOR represents and warrants to the CITY that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

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

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the City's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, Final Completion for the Work shall be completed no later than 90 days from the date of the Notice to Proceed. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the CITY shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

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

ARTICLE 4 - PAYMENTS TO THE DESIGNER

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the CITY in two equal invoices at the completion of the work unless otherwise provided

with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the CITY.

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

ARTICLE 5 - TERMINATION

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

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

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

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

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

ARTICLE 7 - GENERAL PROVISIONS

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

hierarchy, with the topmost document of the highest priority:

- A. Applicable federal, state and local laws, rules and regulations.
- B. Amendments to this Agreement, if any.
- C. This Agreement.
- D. Any other attachments to this Agreement.

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

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

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

For the CITY OF WALTHAM,		For the CONTRACTOR:
MAYOR		
Jeannette A. McCarthy,	Date	Sign TITLE:
PURCHASING AGENT		Print Name: Date:
Joseph Pedulla,	Date	
CITY SOLICITOR (as to form of	only)	
John Cervone,	Date	
AUDITOR		
Paul Centofanti,	Date	
Approved as to Funds Available	е	
ENGINEERING DEPARTMENT		
Stephen Casazza, City Engineer	r, Date	

PAYMENTS

1. <u>Lump Sum Method</u>

- a. **Maximum Project Amount**:
- Payment Increments: Payment shall be made following receipt of monthly invoices provided deliverables have been received on schedule. Consultant shall be billed directly for all Police Details. The Consultant shall submit copies of paid Police Detail invoices with their monthly invoices for reimbursement under the allowance stated on the price sheet.
- c. Reimbursable Expenses (if any): None.

Oct. 2019

COMPLIANCE SECTION

DESIGNER'S PERSONNEL ASSIGNED TO THE PROJECT (Provide Name, Title and Project Role for Each Individual Listed) (Use additional sheets if necessary. Note: Do not list any support staff.) **Design Firm Principal: Design Firm Associate: Design Firm Project Manager: Design Firm Project Architect: Design Firm CAD Operator:** [The following categories are to be completed for each Consultant.] Name of Consultant Firm: **Consultant Principal: Consultant Associate: Consultant Project Manager: Consultant Project Engineer: Consultant CAD Operator:** Name of Consultant Firm: **Consultant Principal: Consultant Associate: Consultant Project Manager: Consultant Project Engineer: Consultant CAD Operator:**

Name of Consultant Firm:
Consultant Principal:
Consultant Associate:
Consultant Project Manager:
Consultant Project Engineer:
Consultant CAD Operator:
Name of Consultant Firm:
Consultant Principal:
Consultant Associate:
Consultant Project Manager:
Consultant Project Engineer:
Consultant CAD Operator:
Name of Consultant Firm:
Consultant Principal:
Consultant Associate:
Consultant Project Manager:
Consultant Project Engineer:
Consultant CAD Operator:

DESIGNER'S TRUTH-IN-NEGOTIATIONS CERTIFICATE

The Desig	ner for design services for:			
	, hereby certifies and agrees to			
he follow	ing:			
a)	The Designer certifies that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and			
b)	The Designer agrees that the original contract price and any additions to the contract may be adjusted within six years of completion of the contract to exclude any significant amounts if the City of Waltham determines that the fee was increased by such amounts due to inaccurate, incomplete, or noncurrent wage rates or other costs.			
	Designer Firm:			
	By: Duly authorized			
	Print Name			

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, partners	ship, corporation, union, committee, club, or oth	er organization, entity or group
of individuals. The undersigned certif	ies that no representations made by any City offi	cials, employees, entity, or
group of individuals other than the Pu	rchasing Agent of the City of Waltham was relied	d upon in the making of this bid
	(Signature of person signing bid or proposal)	Date
	(Name of business)	
	TAX COMPLIANCE CERTIFICATION	
	TAX COMPLIANCE CERTIFICATION	
D	are a decide a constitue of a constitue to the bar	on the last to the last the Park t
•	tify under the penalties of perjury that, to the be Commonwealth relating to taxes, reporting of en	,
withholding and remitting child suppo		,
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 ofhereby certify that at a				
	of the Board of Directors of said Corporation duly held on theday				
	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: T	That(name) is hereby authorized, directed and empowered for the				
	d on behalf of this Corporation to sign, seal with the corporate seat, execute, acknowledge and				
	l contracts and other obligations of this Corporation; the execution of any such contract to be				
	binding upon this Corporation for all purposes, and that this vote shall remain in full force and				
	less 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 o	certify that is duly elected/appointed				
	of said corporation				
SIGNED:					
	(Corporate Seal)				
Clerk of t	the Corporation:				
CICIKOI	the corporation.				
Print Nar	me:				
	CONANAONINA/FALTIL OF NAACCACHLICETTC				
	COMMONWEALTH OF MASSACHUSETTS				
	Date:				
County o	of				
Then per	rsonally appeared the above named and acknowledged the foregoing instrument to be their				
•	and deed before me,				
	and deed before me,				
Notary P	Public;				
My Com	mission expires:				
IVIY COIII	mission expires				

CORPORATION IDENTIFICATION

	dder for the in	formation of the Awarding Author	ority furnishes the following information.	
ıı a co		d in what state		
				
	Treasurer			
				
Federa	al ID Number			
	_		stered to do business in Massachusetts?	
	, No			
			er M.G.L.ch. 30S, 39L to obtain from the S	Secretary of
State,	Foreign Corp.	•	ertificate stating that you Corporation is r	•
		me all partners)		
Name	of partner			
Reside	ence			
Reside	ence			
	<u>ndividual</u> :			
Name				-
Reside	ence			
lf an li	adividual dain	g business under a firm's name:		
Name	of Individual			
Reside	233 Addi C33			
Dute				
Name	of Ridder			
Ву				
Dy .	Signature			
	Title			
Busine	ess Address	(POST OFFICE BOX N	JMBER NOT ACCEPTABLE)	
City	State	Telephone Number	Today's Date	•

1. Company Name:

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

	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.
NOTE	
Dolla	ar value of service provided to this Company:
Phor	
Addı	pany Name: ress: ract Name:
Dolla	ar value of service provided to this Company:
_	of service/product provided to this Company:
Cont Phor	ract Name: ne #
Addı	ress:
2. Com	pany Name:
Dolla	ar value of service provided to this Company:
Туре	of service/product provided to this Company:
Phor	
Addı	ress: ract Name:

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			
		, Zip Code	
Phone Number () _			
E-Mail Address			
Signed by Authorized Co	ompany Representative:		
Print name			
Date			

PRICE SHEET

SUMMIT AVENUE RECONSTRUCTION & DRAINAGE IMPROVEMENT PROJECT

BID PRICE FORM INCLUDES ITEMS 1-4:

1. Existing Conditions Plans	\$			
2. Evaluation of Existing Utilities	\$			
3. Design/Bidding Assistance	\$			
4. Allowance for Police Details		\$	3,520.00	
Base Bid Total	Tasks #1-4	\$		
5. Bid Alternate Construction Oversight/Adm (Total of Tasks 5A + 5B)	ninistration	\$		
Task 5A: Construction Administration 250 h	rs @ \$ p	per hour \$		
Task 5B: Construction Oversight 800 hours	@\$	per hour \$		
Total <u>Bid Alte</u>	ernate (Task 5A	+ 5B) <u>\$</u>		
My Company Acknowledges receipt of Adder				
Company's Name:				
Authorized Signature:				
Print Name of Authorized Signatory:				
Date:				
Fmail Address:				

ATTACHMENTS

CITY OF WALTHAM Engineering Department



Stephen A. Casazza, P.E. City Engineer

REQUIREMENTS FOR PLANS AND DRAINAGE CALCULATIONS

Be advised that the attached "Plan Rules and Regulations" apply to all plans being prepared for submittal to the Engineering Department. Also attached is a copy of the "Policy on Drainage Calculations".

All plans submitted to the Engineering Department that fail to meet any provisions of the attached requirements **MUST** be accompanied by written documentation detailing the deviations and the reasons for said deviations. Only the City Engineer may grant exceptions to the attached requirements.

Please pay special attention to the requirements for As-Built plans set forth in the attached requirements.

ENGINEERING DEPARTMENT POLICY ON DRAINAGE CALCULATIONS

The Engineering Department "Plan Rules and Regulations" call for drainage calculations to be submitted with all plans filed with the Engineering Department. This policy serves to identify what projects require such calculations.

In our efforts to follow current storm water regulations, as well as protecting the integrity of the City's storm drainage system and our environment, the following policy regarding the presentation of storm water calculations shall apply to all projects within the city:

- 1. Plans for all non-residential projects involving the construction of new buildings or additions to existing buildings shall be accompanied by drainage calculations, regardless of the size of the building or addition.
- Plans for all residential projects involving the construction of new buildings, additions
 to existing buildings where the proposed roof area exceeds 150 square feet, or
 impervious lot coverage exceeds 150 square feet shall be accompanied by drainage
 calculations.

In the preparation of required drainage calculations, the entire site shall be included, i.e., the entire building and all impervious surface, not just the roof area of an addition. Consideration shall be given to existing drainage patterns on single and two-family residential additions. Any buildings, impervious areas, etc. removed/demolished shall not be considered for credit on drainage.

All plans shall detail erosion control measures to be undertaken during construction. At a minimum such erosion control measures shall include a continuous row of hay bales along all downgradient portions of the limit of work.

Engineering Department 119 School Street Waltham MA 02451 TEL: (781) 314-3830 FX: (781) 314-3844

CITY OF WALTHAM Engineering Department



Stephen A. Casazza, P.E. City Engineer

Plan and Utility Requirements

All plot plans submitted to the Engineering Department shall be on $8\frac{1}{2}$ " x $11\frac{1}{2}$ ", 11"x 17", or 24" x 36" paper or mylar with a $\frac{1}{2}$ " border. All plans will be done in a compatible ink and will be drawn to a scale of 1 inch = 20 feet or 1 inch = 40 feet. A proposed site plan <u>MAY NOT</u> be substituted for a plot plan or survey record (as-built site plan). The plan shall show:

- 1. North Arrow in the upper left hand corner (pointing towards the top of the sheet). Street numbers (if existing) shown inside the building. Example (# 69).
- Current deed (copy with Registry Stamp, Book and Page) and latest Registry Plan (with Registry Stamp, Book and Plan Number). If none, state "no plan recorded". Coples of other Registry plans used.
- 3. Building Zone for the lot (if in two or more zones, show the zone line(s) mathematically on the plan with area in each zone).
- 4. Flood Plain Zone with the Community Panel Number from the latest F.E.M.A. map. If in the 100-year flood zone, show and label the 100-year flood line on the plan and indicate its elevation.
- 5. The North American Vertical Datum of 1988 (NAVD) must be used for any elevation information on the plan. A benchmark must be shown on the plan. All lot lines (even contiguous lot lines) with bearings, distances (to the nearest one-hundredth foot), central angles, radii and arcs. Lots over 25,000 square feet must be on North American Datum of 1983 for horizontal control with a coordinate shown of at least one corner and a disc supplied in AutoCAD (current version) of the plan.
- 6. Street names with width and whether "public" or "private". Lot numbers and lot areas (to the nearest square foot).
- 7. Storm drainage from all proposed developments must be analyzed by a MA Registered Professional Civil Engineer to show that peak rates of flow after development will not exceed those determined for existing conditions. Methodology shall include TR-55 or TR-20 as developed by the Soil Conservation Service or other acceptable methods. Peak storm flow rates shall be determined for pre- and post-development conditions for the 10-yr., 25-yr. and 100-yr. storm events. Piped drainage systems shall be designed with capacity for a 25-yr. storm event. Detention basins/tanks/pits shall be designed to be capable of safely discharging the 100-yr. storm event. (See Engineering Department Policy on Drainage Calculations) In general it is required that all drainage be retained/recharged on site for a 100 year storm with no connection to city system.
- 8. Large development projects shall consider the use of detention basins or underground storage tanks with flows discharged either on-site or off-site to existing waterways, with

Engineering Department 119 School Street Waltham MA 02451 TEL: (781) 314-3830 FX: (781) 314-3844 flows not to be discharged directly to existing municipal storm drainage systems. Smaller parcels can consider use of underground storage tanks with orifice regulated outflows.

- 9. The handling of on-site drainage must be indicated on the plans and drainage calculations shall be prepared by a Massachusetts Registered Professional Civil Engineer for submittal to the Engineering Department for review and approval.
- 10. All drainage designs shall comply with the guidance set forth in the Massachusetts Department of Environmental Protection Stormwater Standards and Policies together with City of Waltham requirements.
- 11. All plans shall clearly indicate the erosion control measures proposed to protect adjacent wetlands and/or municipal storm drainage systems. At a minimum, the entire limit-of-work line downgradient of the work site shall be lined with hay bales to control siltation.
- 12. All buildings (existing and proposed) with all building dimensions (existing and proposed) and all offset distances to street lines and property lines must be to the nearest one hundredth [0.00] of a foot. The location of the main entrance to all buildings shall be noted.
- 13. Lots that do not comply with current zoning are to be accompanied by a letter from the City of Waltham Building Department stating that the lot has been approved for old lot status (prior to 1952) and/or reduced frontage requirements.
- 14. Lot coverage and the F.A.R. (floor area ratio) and height of building shall be shown on the plan. All impervious areas are to be shown.
- 15. List <u>all</u> grants, waivers, variances, conditions, etc., given to the lot together with the granting authority and date.
- 16. Plot plans for new construction must show curb cuts (see Consolidated Public Works requirements) with curb returns and curbing. Drives (not to exceed 10% grade), parking (including all treated areas), and proposed elevations of the following: top of foundation (and garage floor), back of walk (street line) at the drive, gutter line and the center of the existing street opposite the drive.
- 17. Proposed water connection (with the size of main must maintain 5 feet of cover), sewer connection (with the size of main and invert elevations) showing the two sewer manholes (upstream and downstream) in the street and proposed drainage system. All invert elevations must be shown. Necessary details for water and sewer systems shall be shown. Sewer laterals may not tie into manholes and must tie in to a main directly in front of the lot (if not available the main must be extended by owner).
- 18. All plans shall be prepared with a title block in the lower right-hand corner which identifies the project by title and location, name and address of the owner, the engineer with address and phone number, surveyor with address and phone number, scale of the plan, date of the plan and date of the survey. The title block shall also have a place for the name and initials of (1) the designer, (2) the draftsman and (3) the checker and the date each task was completed. The Engineering Department will not review plans which have not been reviewed and/or checked by the design engineer prior to submittal.
- 19. All wetland areas shall be shown as flagged, located and presented to the Waltham Conservation Commission. A copy of the plan presented to the Conservation

Engineering Department 119 School Street Waltham MA 02451 TEL: (781) 314-3830 FX: (781) 314-3844 Commission shall be given to the Engineering Department after obtaining approval from the Conservation Commission and before getting approval from Engineering.

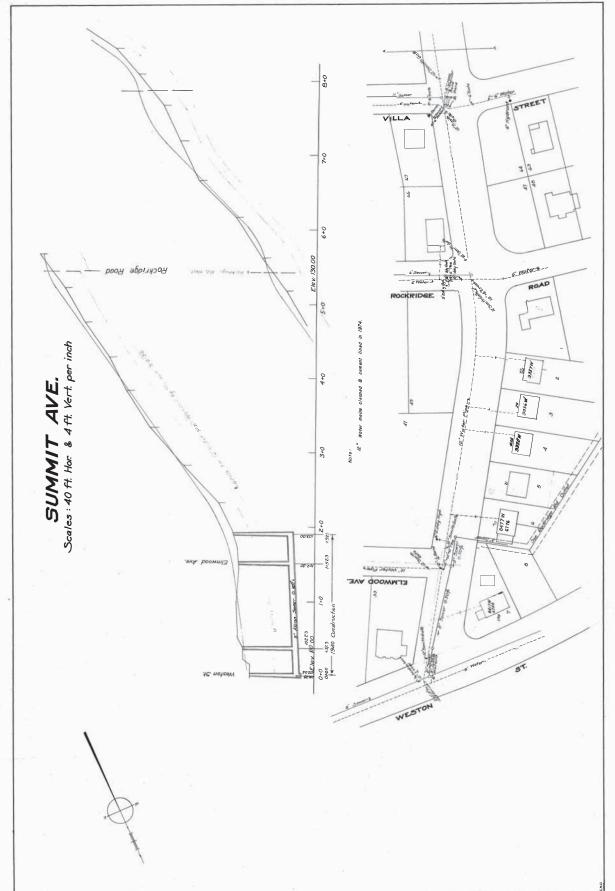
- 20. All plot plans and survey records (as-built site plans) will be stamped and signed in ink by a MA Registered Land Surveyor. The plan, stamp and signature <u>must be original</u>. All proposed utility designs shall be stamped by a MA Registered Professional Civil Engineer.
- 21. All plans must be followed by a SURVEY RECORD (as-built site plan) at the time of final inspection (survey record to be certified by a MA Registered Land Surveyor and stating the date of the record field survey). The survey record will show all the items in numbers 16 and 17 above as built and must be an original in ink with an original stamp and signature. All as built plans (final), with the exception of one & two families, will be accompanied by an AutoCad disc (latest version). All plans/lots other than those having a single or a two family dwelling shall comply with ALTA/ACSM standards.
- 22. All plans that include a proposed water service line(s) shall show the design water flow for the service and the proposed water meter size. Single and two-family dwellings are exempt from this requirement and shall be fitted with a 5/8-inch meter. All plans showing or requiring a fire service line shall show a connection to a City of Waltham main. No connections shall be made to water service lines or combinations thereof. The owner shall Install the fire service from the main to the building and shall be responsible for the fire service connection in its entirety for perpetuity. Three gate configurations with tees are generally required.
- 23. All existing topography shall be shown with one-foot contours in areas where the proposed topography differs from existing, extending to 20 feet of said areas. Projects with no change in topography are exempt from this requirement.
- 24. Waltham City Ordinances, Section 13-1(A) states the following (underground only):
 - (a) "No person shall install telegraph, telephone, electric light or power or any other electric lines or wires in the city without permission of the Council".

It is anticipated that the project you have proposed will have electric service connected to it. This is to advise you that the Waltham City Ordinance, Section 13 requires City Council approval for the installation of wires and conduits.

END

SUMMIT AVE. DRAMN-A

SUMMIT AVE. DRAIN-B



SUMMIT AVE. B

