

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR UTILITIES DIVISION***

***REQUEST FOR PROPOSALS:***

**FULL SERVICE - OPERATION & MAINTENANCE**

**WATER & WASTEWATER**

**PUMPING - STORAGE FACILITIES**

***REQUEST FOR PROPOSALS #23-107***

**Pre-Bid Site Visit: May 23, 2023, at 10:00 a.m.**

**Proposal Submittal Date: June 8, 2023, at 10:00 a.m.**

**May 2023**

**Ruthanne Fuller, Mayor**

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL #23-107**

This City of Newton Request For Proposals (RFP) invites sealed proposals from Consultants for:

**FULL SERVICE - OPERATION & MAINTENANCE OF WATER & WASTEWATER  
PUMPING - STORAGE FACILITIES**

**Pre-Bid Starting Place:** **10:00 a.m., Tuesday, May 23, 2023** Newton City Hall, 1000 Commonwealth Ave,  
Rm 108, Newton, MA 02459 (**Mandatory\***)

Proposals will be received until: **10:00 a.m., Thursday, June 8, 2023**  
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Proposers shall submit two separate sealed proposals, (i) one containing everything responsive to this RFP except for the proposer's price (Technical Proposal) and (ii) a Price Proposal. Immediately following the deadline for proposals, all Technical Proposals received within the time specified will be privately opened and the City shall posts a notice of all proposers submitting proposals.

**\*The Pre-Bid Site Visit is mandatory for all new contractors unfamiliar with the designated pumping sites, optional for all others.**

This RFP and all related documents and attachments (collectively, "Contract Documents") will be available online at: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or pick up at the Purchasing Department after **10:00 a.m., May 18, 2023**. **Proposers shall submit six (6) copies each of their Technical Proposal, one a signed original, four (4) photocopies, and one in an electronic format.**

An evaluation committee shall review, evaluate and rate each Technical Proposal and rank each proposal based on the Evaluative Criteria in the RFP. Upon completion of the evaluations, the City will open Price Proposals.

The City will award a contract, if at all, to the Contractor it determines most advantageous, taking into consideration both the Technical and Price Proposals.

The successful bidder will be required to furnish a **Performance Bond in the amount of 100%** of the contract total.

The RFP is issued in accordance with M.G.L. c. 30B, §6.

Once you've downloaded this RFP from the internet website [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is strongly suggested you email ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) your company's Name, address, EMAIL, phone, fax and RFP NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addenda.

The City will reject any and all proposal in accordance with the above referenced General Laws. In addition, the City reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to person(s) requiring assistance. If you need a reasonable accommodation, please contact the City of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: [jfairley@newtonma.gov](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Services, please dial 711.

CITY OF NEWTON



Nicholas Read  
*Chief Procurement Officer*  
May 18, 2023

**FULL-SERVICE OPERATION AND MAINTENANCE  
WATER AND WASTEWATER PUMPING - STORAGE  
FACILITIES**

**PART ONE:**

**BACKGROUND, SCOPE OF SERVICES**

**AND**

**PROPOSAL REQUIREMENTS**

**CITY OF NEWTON**  
**DEPARTMENT OF PUBLIC WORKS**  
**REQUEST FOR PROPOSALS**  
**FULL-SERVICE OPERATION AND MAINTENANCE**  
**WATER AND WASTEWATER PUMPING - STORAGE FACILITIES**

**1.0 INTRODUCTION**

1.1 Decision to Utilize a Request for Proposals

Due to the technical nature of the services required under the proposed contract, the City has determined that this procurement is best served by utilizing an RFP process. Such a process will enable the City to evaluate key factors such as the experience of the contractor and its staff and the quality of the planned approach to providing the services required by the proposed contract and award a contract not based on price alone. Because the operation and maintenance of the water and wastewater facilities is a critically important service to the residents of Newton it is important that the City have the ability to select the most advantageous proposal on the basis of both cost and the technical expertise of the selected contractor.

1.2 Background

The City of Newton, Massachusetts, (“the City”) with a population of over 85,000, through the Department of Public Works (DPW), is seeking Technical and Price Proposals for provision of full contract management, operations and maintenance of the City’s water and wastewater facilities, including all pumping stations, finished water storage tanks and related facilities as described subsequently in this RFP.

1.3 Proposal Submission Requirements

Due date for submittal of proposals is **Thursday, June 8, 2023, at 10:00 a.m.** local time.

Proposers shall submit (i) six (6) copies each of their Technical Proposal, one a signed original, four (4) photocopies, and one in an electronic format, and (ii) one (1) Price Proposal, in **separate sealed envelopes**. All submittal requirements identified herein, with the exception of price, must be included with the Technical Proposal. All envelopes must be clearly labeled as to their contents, whether Technical or Price Proposal. Please mark envelopes with the Project Title and “**RFP No. #23-107.**” **It is important that the Price and Technical Proposals are sealed and separate, as proposers that include their Price Proposal in their Technical Proposal may be rejected as nonresponsive.**

Proposals must be delivered no later than the specified time to:

City of Newton  
Purchasing Department  
1000 Commonwealth Avenue Room 108  
Newton, MA 02459

Late proposals will not be accepted and will be returned unopened. There will be no public opening of proposals. Following the deadline for acceptance, a register of all firms submitting responses will be prepared for public inspection. Proposal contents will not be made public until after the City has completed evaluation. Price Proposals will be kept by the Chief Procurement Officer and not disclosed to the Evaluation Committee until it has completed evaluation of the Technical Proposals.

#### 1.4 Mandatory Inspection and Evaluation of Facilities

All interested proposers unfamiliar with the facilities covered by this RFP **must** inspect and evaluate them and review existing operational data and budget information provided by the City **prior to submitting a proposal**. The City has established a Pre-Bid Meeting tour for this purpose.

#### 1.5 Available Information

Proposers should also familiarize themselves with the following informational documents and data contained within Appendix A hereto:

- A. Annual Report Summary dated March 11, 2020, for the period between January 1, 2019 – December 31, 2019 for the evaluation of 11 Wastewater Pump Stations, 5 Water Pumping and Storage Facilities and 2 Stormwater Pump Stations.
- B. Proposed Five (5) Year Capital Improvement Program (CIP) for the City of Newton’s Wastewater and Water Facilities dated February 18, 2020.

Failure of any proposer to familiarize itself with facilities and information above shall in no way relieve the proposer of its obligation with respect to its proposal.

#### 1.6 Questions

Questions must be submitted in writing to the Chief Procurement Officer via email at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) **no later than Friday, June 2, 2023, at noon**. All questions received shall be answered in the form of an addendum. All addenda will be posted on the City’s website at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the proposers’ responsibility to ensure that they have received all addenda regarding this RFP.

If you download the proposal from the website and want to make your company known as having received the RFP, you must e-mail [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) a notice, be sure to note the RFP #23-107, Project Title, and provide a company name, phone and fax number.

Only responses and information provided in writing will be considered binding. The City will not be held accountable for any oral instruction or information.

#### 1.7 Evaluation of Proposals

Proposals will be reviewed by an Evaluation Committee appointed by the Chief Procurement Officer, which will evaluate each proposal for responsiveness (based on the Minimum Criteria defined in “Contractor Qualifications”). All proposals satisfying the Minimum Criteria will then be rated according to the comparative evaluation criteria described in “Evaluation Criteria” of this the RFP. The contract operator submitting the proposal rated most advantageous to the City, in terms of the Technical Proposal and the Cost Proposal, will be awarded the contract. The Evaluation Committee may, at its discretion, require an oral presentation by the individuals who will provide the services outlined in the proposal, to be scheduled at the convenience of the City.

#### 1.8 Contract Award

A contract for the services requested herein will be awarded within sixty (60) days of the bid opening date.

#### 1.9 Contract Term

The term of this Agreement **shall extend from the day of contract execution through June 30, 2024**. The City, at its sole discretion, shall have the option to renew this Contract for **two (2) additional one (1) year terms**, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.

## 2.0 DESCRIPTION OF FACILITIES

### 2.1 Wastewater/Stormwater Pump Station Descriptions

The City of Newton owns and operates eleven (11) sewage pumping and two (2) storm water pumping stations. The following is a brief description of these stations.

1. ***Quinobequin Road Pump Station***-The largest pump station in the City of Newton built in 1958 and rehabilitated in 1992. Located at 136 Quinobequin Road. Constructed of cast-in-place concrete with a brick superstructure, (4) four 200 HP pumps at 1179 RPM with a capacity of 4800 GPM at a 78' TDH, pumps controlled by pressure transducer control system with a float backup system, 500 kW emergency stand by power, communitor, flow recorder, PLC instrumentation, Radio frequency SCADA for alarm system, Carbon Filter ventilation (odor control), and heaters for dry and wet well sides of the station.
2. ***Quinobequin Road Sub-Station***-Built in 2012, located adjacent to 136 Quinobequin Road, below grade Hydromatic Submersible Grinder Pumps (2). 3 Phase 200 Volts 60 Hertz @ 45 GPM. Novus Control Panel w/floats, Topp Industries, Inc. SGR rail system. Alarm system is connected to main control panel at Quinobequin Road Pump Station. Pump Station provides service to three (3) residential properties only.
3. ***Elliot Street Pump Station***-Built in 1991 and used for wet weather conditions only. Constructed of cast-in-place concrete with a brick superstructure. It consists of (4) four 100 HP pumps with a capacity of 4200 GPM controlled by pressure transducer control system with a float control backup system, 300 kW emergency standby power, communitor, flow recorder, PLC instrumentation, radio frequency SCADA for alarm panel, carbon filter odor control system, heater system for dry and wet well side of pump station.
4. ***Edgewater Park Pump Station***-built in 1957, totally rehabilitated in 1992. Constructed of cast-in-place concrete with a pre-cast concrete and superstructure. Two 3 HP pumps with a capacity of 300 GPM at a 22' TDH pumps into the gravity sewer in Lyons Field near Commonwealth Avenue. Station consists of a 60 kW emergency standby power, instrumentation, dehumidification, heater, sump pump, radio frequency SCADA alarm system.
5. ***Islington Road Pump Station***-built in 1960, totally rehabilitated in 1992. Constructed of cast-in-place concrete with a pre-cast concrete superstructure. This station consists of two sections; dry well and a wet well. Dry well consists of 2-5 HP pumps with a capacity of 300 GPM @ 30' TDH that pumps into the gravity sewer at Lyons Field near Commonwealth Avenue. Included in dry well is a 60 kW emergency standby generator, instrumentation includes pressure transducer control system with a float backup system, flow recorder, dehumidification, heater, radio frequency SCADA alarm system with, and sump pump.
6. ***Prairie Avenue Pump Station***-built in 1950, totally rehabilitated in 1992. Constructed of cast-in place concrete with a brick superstructure. This station contains 2-5 HP pumps rated at 100 GPM @ 18' TDH that pump to a gravity sewer located on Auburndale Avenue. In addition to this equipment, there is a sump pump, dehumidification, heater. Instrumentation consists of a pressure transducer pump control system with a float backup system, radio frequency SCADA alarm system with an emergency power system is a 30 kW portable generator.
7. ***Longfellow Road Pump Station***-built in 1965, totally rehabilitated in 1992. A prefabricated steel cylinder which is entirely underground. The station contains 2-7.5 HP pumps rated at 75 GPM @ 58' TDH that pump to a gravity sewer located on Longfellow Road. Instrumentation includes pressure transducer pump control system with a float backup system, dehumidification, heater, sump pump, radio frequency SCADA alarm system, Emergency power system is a 30 kW portable generator.
8. ***Waban Avenue Pump Station***-built in 1963, totally rehabilitated in 1992. A prefabricated steel cylinder which is entirely underground. The station contains 2-1.5 HP pumps rated at 75 GPM @ 15 TDH that pump into the Cochituate Aqueduct. Instrumentation includes pressure transducer pump control system with a float backup system, dehumidification, heater, sump pump, radio frequency SCADA alarm system, Emergency power system is a 30 kW portable generator.
9. ***Oldham Road Pump Station***-totally rehabilitated in 1992, Constructed of cast-in-place concrete located under the traveled way of Oldham Road. Access to this station is through a manhole cover. This station contains 2 pumps and their associated motors that pump to a gravity sewer located Oldham Road. Instrumentation includes pressure transducer pump control system with a float backup system, dehumidification, heater, sump pump, radio frequency SCADA alarm system. Emergency power is a 30 kW portable generator.

10. **Hamlet Street Pump Station**-installed in 1994 is a duplex package pump station constructed of a pre-cast concrete below ground structure with a 6'x6' above ground fiberglass housing. This station contains 2-3 HP V-belt driven pumps rated at 100 GPM @ 29' TDH that pumps to a gravity sewer main located on Concord Road. Instrumentation includes pressure transducer pump controls with a float system backup, heater, and radio frequency SCADA alarm system.
11. **Grayson Lane Pump Station**-installed in 1992 is a duplex package pump station constructed of a pre-cast concrete below ground structure with a 6'x6' above ground fiberglass housing. This station contains 2-3 HP V-belt driven pumps that pump to a gravity sewer main located on Langley Road. Instrumentation includes pressure transducer pump control with a float system backup, heater, and radio frequency SCADA alarm system.
12. **Flowed Meadow Stormwater Pump Station**-installed in the 1980's is an 8'(W)x8'(L)x18'(D) below ground concrete cast in place structure with an 8' x 8' above ground brick enclosure. The station contains 1-30 HP Flight 3430 submersible pump with a pressure transducer pump control system. Located on Marty Sender River Walk to the Auburndale Park, adjacent to #10 Forest Grove Road.
13. **Dresser Pond Stormwater Pump Station**-Below ground concrete cylindrical structure with access through a manhole frame and cover located in the front yard of #12 Radcliff Road. Station contains 1-1 HP submersible pump with a control panel operating off a single wide-angle float.
14. **Utilities Building Emergency Standby Generator**-KatoLight continuous standby 60 Kw generator Model No. D60 FGP4 powered by a Perkins T4.236 diesel engine. Generator is located adjacent to the Utilities building at 60 Elliot Street Newton Highlands.

## 2.2 Potable Water Distribution System

In general, the CITY OF NEWTON water distribution system consists of two (2) pressure districts, water is supplied by the Massachusetts Water Resource Authority (MWRA). The Northern Pressure District consists of an area of Newton located to the north of Auburn Street and the Massachusetts Turnpike Extension, this district is supplied by MWRA Weston Aqueduct Supply Main (WASM 4), The Southern Pressure District encompasses the larger area of the City south of Auburn Street and the Massachusetts Turnpike Extension, this district is supplied by the MWRA Commonwealth Avenue Pump Station and the city's **10.4 MG Waban Hill Covered Reservoir**. Within the Southern Pressure District there are three (3) higher pressure subdistricts. These are the Chestnut Hill Pressure District (CHPD), Andover-Newton Theological, and Oak Hill Pressure District (OHPD).

The **Chestnut Hill Pressure District (CHPD)** is comprised of the higher elevations of Newton surrounding the Waban Hill Reservoir. Station consists of two (2) Peerless horizontal split case pumps (size: 6AL10) with 25 HP Marathon Electric motors equipped with Siemens variable frequency drives. **Manet Road Pumping Station** is designed to deliver a flow rate of 2.8 MGD at a discharge pressure of 60 PSI with both pumps running, controlled by a water rheostat on the discharge header. Included is a portable 75 KW emergency standby generator located at 60 Elliot Street (Utilities Building) and a radio frequency SCADA alarm system.

The **Andover-Newton Theological Pressure District (ANTPD)/Langley Road Pump Station** contains a Dakota Package Pump Station equipped with 4 pumps (Jockey Pump 50 GPM/174' TDH, Fire Duty Pump 1200 GPM/174' TDH and 2 Booster pumps 600 GPM/174' TDH) Included is Emergency standby generator, radio frequency SCADA alarm system. This pump station was replaced in 2001. This yields an operating gradient of between 435 and 480 feet.

The **Oak Hill Pressure District (OHPD)** is supplied with water by the Newton Pumping Station located in Brookline, MA along with an auxiliary pump which is owned by the City and housed in **Engine No. 10 Fire House** located at 755 Dedham Street. A 24" watermain from the Newton Pumping Station (MWRA) supplies 0.4-million-gallon **Oak Hill Elevated Storage Tank** which has an overflow elevation of 379 feet. The Engine No. 10 Fire House Pump Station consists of a 60 HP/750 GPM with a 231 TDH Fairbanks Morse pump. This pump is an auxiliary pump that operates during the summer months peak flows only and contains a radio frequency SCADA alarm system.

## 3.0 SCOPE OF SERVICES

### 3.1 General

This RFP is for the full-service operation and maintenance and total ongoing responsibility to the City of Newton by a qualified firm including operating staff, management, operation and maintenance of the City's 18 wastewater, drinking water and stormwater facilities.



The City requires that the selected contract operator maintain staffing and certification levels at the water and wastewater facilities in accordance with the staffing requirements of the Massachusetts Department of Environmental Protection (DEP).

### 3.2 Operation and Maintenance Services

- 3.2.1. Contractor shall provide full-service operation and maintenance services as required for the water booster pumping stations, finished water storage facilities and wastewater pumping stations in strict compliance with all legal and regulatory requirements.
- 3.2.2. Contractor shall provide sufficient personnel who are qualified in technical and administrative/management issues, enabling them to satisfy regulatory requirements of a Commonwealth of Massachusetts DEP ***Grade 4M wastewater and 4D water distribution licenses*** and provide O&M services in a responsible professional manner.
- 3.2.3. Contractor shall provide all consumables such as fuels, chemicals, supplies and lubricants as required for normal operation and maintenance. *(Fuel for the Emergency Standby Generators will be supplied and delivered by the City of Newton, the contractor will be responsible for the oversight of fuel delivery when the generators are in need of re-fueling)*
- 3.2.4. Contractor shall perform routine and normal maintenance of equipment, buildings and structures.

The contractor will be responsible for checking the storage tanks on a weekly basis, and the pumping facilities on a daily basis, provided however that on Sundays, in lieu of an on-site check, the contractor may check the pumping facilities by means of the SCADA network. If the contractor has reason to know that the SCADA network is inoperable or unreliable, contractor shall make an on-site check.

- 3.2.5. Equipment maintenance shall be performed in accordance with the procedures outlined in the manufacturer's O&M manuals for the equipment as well as accepted industry practice. The City does not warrant that the O&M manuals represent current as-built conditions. Contractor shall be responsible to field verify all information for accuracy.
- 3.2.6. Contractor shall make a weekly inspection of the Dresser Pond Pumping Station.
- 3.2.7. Contractor shall make a daily inspection of Flowed Meadow Pumping Station.
- 3.2.8. Contractor shall perform routine and normal maintenance of the stand-by generators located at the pump stations and at the following:

Utility Building, 60 Elliot St.  
Portable generators at 60 Elliot Street.

- 3.2.9. The selected Contractor Operator will be responsible for submitting a complete inventory of spare parts, materials and chemicals currently on site within two weeks of assuming responsibility for operation and maintenance of the facilities. The Contractor shall provide the City with the same quantities or equivalent inventory upon termination of the contract.

Contractor shall be responsible to perform certain repairs and related services, to the equipment at the water and wastewater facilities, as described below.

Repairs that cost \$3,000.00 or less shall be performed by the Contractor at no additional cost to the City over and above the monthly O&M fee.

Repairs that cost more than \$2,900.00 but less than \$8,000.00 shall be performed by the Contractor at the hourly rate as established by the contract (see Section 4.2, Price Proposal). Required materials for such repairs will be reimbursed at the Contractor's cost plus 15%. The Contractor shall promptly notify the City concerning the need for such a repair and provide a proposed scope of work for the City's authorization. Upon authorization, the Contractor shall undertake the work and upon completion and acceptance by the City, ***the Contractor shall invoice the City based on the actual time and materials required to complete the repair.***



For repairs that cost more than \$8,000.00 the Contractor shall promptly notify the City concerning the need for repair and provide specifications describing the necessary and appropriate repair. Such specifications shall be in a format suitable for the City to use either to carry out the work by in-house personnel, for the solicitation of quotes or the basis for a public bid (the choice between in-house repair or bid shall be solely the City's). The Contractor shall perform inspection of all repairs that are carried out in accordance with such specifications. The Contractor's work under this paragraph shall be at no additional cost to the City over and above the monthly O&M fee.

- 3.2.10 Under no circumstances will the contractor be compensated for any repair that, in the opinion of the City, is a result of the Contractor's failure to properly execute required operation and maintenance.
- 3.2.11 The City shall have sole discretion to determine whether a repair has been satisfactorily completed. The City further reserves the right to determine whether a repair is necessary and/or to perform the repair with its own forces.
- 3.2.12 Contractor shall develop, implement and update on an ongoing basis a proven maintenance management program for the facilities. Maintenance histories shall be kept in logs at the facilities and shall be considered the property of the City.
- 3.2.13 Contractor shall legally dispose of all scum, grit, screenings, trash and refuse from the contract-operated facilities. The contractor shall be required to completely clean the wet wells of each sewerage pumping station once over the life of this contract, **with the exception of the Quinobequin Road Pump Station, cleaning the wet well will be required annually.** A schedule for such work shall be provided to the Department of Public Works within 90 days of contract execution.
- 3.2.14 Contractor shall provide an effective odor abatement program for wastewater facilities, if directed by the City.
- 3.2.15 Contractor shall provide vibration tests on pumps located at the Quinobequin Road and Elliot Street pump stations annually and calibration tests for the flow meters located at the Quinobequin Rd., Elliot St., Manet Rd., Langley Rd. and Islington Rd. pump stations

3.3 Other Contractor Responsibilities

- 3.3.1 Contractor shall provide all necessary technical, management, administrative and labor relations personnel for backup and support of regular contract employees.
- 3.3.2 Contractor shall develop and present to the City **annually** a 5 year Capital Improvements Plan, separate from the Maintenance Reserve accounts, identifying major expenditures that may be necessary at the water, wastewater and stormwater facilities either to restore, maintain, replace or upgrade the equipment for efficiency, safety, function and/or compliance with current and anticipated regulatory requirements. The Contract Operator will not be relieved of the responsibility to perform if the recommendations are not implemented.
- 3.3.3 Contractor shall provide to the City written monthly reports of operation and maintenance (**both preventive and corrective**) for the water and wastewater treatment facilities, **and quarterly accounting of facility expenditures.**
- 3.3.4 Contractor shall be liable for payment of all regulatory fines and penalties assessed against the City and/or the Contract Operator for non-compliance resulting from the acts and/or omissions of the Contract Operator, throughout the duration of the term of the contract.
- 3.3.5 Contractor shall allow and provide for 24-hour per day access to the facilities by City or regulatory personnel. Visits may be made at any time by any of the City's employees so designated by the Contract Administrator for the City. Keys for the facilities shall be provided to the City by the Contractor. It is understood that all visitors shall comply with the Contractor's operating and safety procedures.
- 3.3.6 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract.

Worker's Compensation:	Per M.G.L. c..149, s.34 and c.. 152 As amended
General Liability:	\$3,000,000 Combined Single Limit
Professional Liability:	\$3, 000,000 Combined Single Limit
Automotive Liability:	\$500,000 each person
Personal Injury:	\$1,000,000 aggregate
Property Damage:	\$500,000

The City of Newton Owner shall be named as additional insured on the Contractor's General Liability Policies.

The Contractor shall not commence services until proof of compliance with this section has been furnished to the City by submitting a copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the City at least thirty days prior to the effective date thereof, which shall be expressed in said notice. If the City is damaged by the Contractor's failure to maintain insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

3.3.7 Prior to execution of the contract and annually on each anniversary thereafter, the Contractor shall provide a performance bond, executed by a surety company licensed for such transactions in the Commonwealth of Massachusetts, in the amount of 100% of the annual contract price.

### 3.4 Emergency Response

3.4.1 Contractor shall be fully responsible for responding to all alarm conditions and other emergency situations occurring at the facilities on a 7 day per week, 24 hour per day basis. *See also* Section 5.1 D of the Minimum Criteria regarding proximity of residence of emergency response personnel.

3.4.2 Facilities are equipped with SCADA (Intellution) and alarm equipment connected via radio frequency band. The contractor is responsible for the operation and maintenance of the SCADA system and shall program the system with a number or numbers that will be continuously and reliably monitored on a 7 day per week, 24 hour per day basis, which will ensure prompt response by the contractor to alarm conditions.

3.4.3 Contractor shall immediately notify the City's contract administrator, DPW Commissioner, and/or other designated City personnel in the event of an emergency at the water or wastewater facilities.

3.4.4 Contractor response to alarm conditions and other emergency situations at the facilities will be included in the routine monthly cost to perform the services of this contract and will not be reimbursed by the City. In addition, Contractor will, as part of the routine monthly cost, perform all services necessary to insure the effective operation of the facilities during any inclement weather condition or other extraordinary event. Repairs required pursuant to an alarm condition or emergency situation will be subject to the provisions of paragraph 3.2.9.

3.4.5 The Contractor shall conform to all determinations of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City Property or labor strikes by either City or Contractor employees.

### 3.5 Employees and Security

Employees on site will always be required to wear picture identification. A list of company employees who will be working within the City of Newton shall be provided with sufficient information for the Newton Police Department to perform background checks. Any individuals not meeting Police clearance standards will not be permitted access to the DPW facilities.

### 3.6 City's Rights and Responsibilities

3.6.1 All land, buildings, improvements, and permanent equipment which are presently in place, or new facilities which will be added by construction projects, shall remain the property of the City. The City reserves the right to use for its own purpose, or to lease to a third party, space, facilities or property within the boundaries of the facilities, providing such use or lease does not, in the City's opinion, impede the Contractor's ability to perform the services required herein. The Contractor may not authorize, lease, or rent space to any other party without the express written permission of the City.

3.6.2 The City agrees to support the contract operations of the water and wastewater facilities in the following ways:

A. Make capital improvements as funding capabilities permit;

- B. Keep in force all project warranties, guarantees, easements, licenses that are in the possession of the City and are not transferred to the contractor by this agreement;
- C. Provide the utilities (water, sewer, telephone lines and electrical power) required to operate the water and wastewater facilities.
- D. Perform grounds maintenance and snow removal functions.
- E. Provide contractor, within a reasonable time after request, the emergency generator for the smaller stations owned by DPW so that the Contractor may discharge its obligations in the most cost-effective manner.

3.6.3 The following functions of the Utility Division shall remain the responsibility of the City:

*Cross Connection Control Program*

*Wastewater Sludge Disposal Generated through Collection System O&M*

*Tap Water Monitoring for Lead/Copper Program*

*Tap Water Monitoring for Weekly Bacterial Analysis*

*Collection System O&M*

*Distribution System O&M*

## 4.0 PROPOSAL SUBMISSION REQUIREMENTS

### 4.1 Technical Proposal

4.1.1 The Technical Proposal must respond in detail to each category of information described below:

***Company history and experience:*** Provide general company background. Identify when the company was organized, and if a corporation, where incorporated and how many years engaged in providing Contract Operations Services under that name. For all facilities where you have provided continuous contract O&M services for three years or more, provide client name, contact, address and phone number and a brief description of the projects.

Provide a list of all contracts currently on hand for O&M services in municipal water and wastewater facilities. Include the name of the contact, address, phone number and a brief description of the facilities served by each contract.

Submit a brief description of any litigation, brought against the contract operator by an owner, and any enforcement actions or penalties assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, labor laws, or affirmative action, as these issues relate to performance of duties as a full service contract operator within the last ten (10) years.

***Company capabilities:*** Proposal must demonstrate, via narrative description regarding previous contract experience and reference to a client list, the proposer's ability to conduct facility plant evaluations and engineering reviews and to implement improvements in operations and maintenance practices to improve performance, efficiency and reliability.

Proposal must include a description of corporate resources available to support contract operations.

Proposal must demonstrate proven experience in developing and implementing emergency contingency plans.

***Personnel background and experience:*** The proposal must list specific individuals who would be assigned to this O&M contract, their responsibilities and extent of their involvement (as a percentage of their working hours). Resumes of these individuals should be included and their positions should be located on an organizational chart of the proposer's firm. The proposal must include the residence address of all personnel who will be assigned responsibility for response to alarm conditions and emergency situations.

The proposer agrees that the personnel identified in its proposal will in fact be the personnel assigned to the project, and that no personnel substitutions will be made without prior approval of the City.

**Plan of services:** The technical proposal must contain a project approach, describing the way the Contract Operator proposes to provide the services outlined in this RFP. Any discussion of the project approach must, at a minimum, cover the following general topics:

- i) Staffing:
  - proposed staffing plan, including shift coverage, hours of operation, personnel certifications;
  - optimum staffing levels and minimum staffing requirements.
- ii) Transition
  - proposed procedure and timetable for assuming operation and maintenance of the facilities.
- iii) Accounting and Reports
  - a description of accounting methods, quarterly accounting reports to be provided to the City, and monthly billing procedures;
  - proposer's approach to sharing information with municipal clients relative to technical, budgetary and financial matters. Examples of reports (O&M and budgetary) should be included with the technical proposal.
- iv) Operation and Maintenance
  - a complete plan for operation and maintenance of the facilities, including employee training;
  - a proposed procedure for interfacing with the City regarding day-to-day, contingency planning, regulatory agency involvement and maintenance reserve expenditures;
  - identification of any subcontractors whose services will be used over the term of the contract and the approximate value of the services.

#### 4.2 Price Proposal

- 4.2.1 The Proposer shall submit its Price Proposal, **in a separate sealed envelope** clearly marked with the **Project Title** ("Full Service- Operation and Maintenance Water and Wastewater Pumping - Storage Facilities") and **RFP No. (#23-107)**, on the form provided for that purpose herein. The Price Proposal shall include a lump sum monthly rate to perform the services described in this RFP. The monthly rate proposed shall be firm for the full 36-month term of this contract. For City budgetary purposes, the price proposal is formatted to show the monthly rate for the water facilities separately from the monthly rate for the wastewater facilities.
- 4.2.2 The Price Proposal shall also include hourly rates, Standard and Premium, to be billed by the Contractor to perform repairs pursuant to Paragraph 3.2.9 herein. The Standard Rate shall apply to any repair that does not meet the criteria for the Premium Rate. The Premium Rate shall be applied to any repair which the City authorizes the Contractor to commence between 5:00PM and 8:00AM Monday through Friday or anytime on Saturday or Sunday. No repair shall be paid at the Premium Rate without prior authorization by the City. The numbers of hours are estimates, and they are the City's best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth in the Bidder's Item Sheets.
- 4.2.3 The Price Proposal provides an estimate of the number or repair hours that may be required annually. The estimate is provided solely for the purpose of bid comparison. The City will pay only for those repairs actually authorized and completed during the contract term.

## 5.0 MINIMUM CRITERIA

- 5.1 In order for a proposal to be considered for further review with respect to Evaluative Criteria, the Technical Proposal must demonstrate the proposer meets or exceeds the following Minimum Criteria:
  - A. Contractor must have been in the business of providing contract O&M services for at least five years.

- B. Contractor must currently operate and maintain at least three municipal water/wastewater facilities.
- C. Contractor must have current contracts for provision of O&M services at least one water facility and one wastewater facility in Massachusetts.
- D. Contractor must include on proposed team personnel that live within the surrounding towns and cities of Newton so that response time can be kept to a minimum. Residing addresses of the personnel must be provided and demonstrated to live within an established radius of twenty (20) air miles of city limits.

## 6.0 EVALUATIVE CRITERIA

### 6.1 General

All responsive proposals which satisfy the Minimum Criteria described in Section 5.0 will be evaluated by an Evaluation Committee and will be ranked for each of the evaluative criteria listed below.

For each evaluative criterion, proposals will be assigned one of the following rankings in accordance with the standards indicated below for each item:

Highly advantageous  
 Advantageous  
 Not advantageous  
 Unacceptable

### 6.2 Evaluative Criteria

#### 6.2.1 **Key Personnel**

**Ability to provide key personnel and technical personnel possessing appropriate qualifications and experience.**

- Unacceptable – lack of experience in O&M, and regulatory requirements among individuals assigned to the project
- Not Advantageous – Key personnel have adequate experience and qualifications but are responsible for too many other projects to adequately support the City’s operations
- Advantageous – Key personnel are experienced in O&M of facilities of similar size and complexity
- Highly Advantageous – qualifications of key individuals assigned to the Project demonstrate expertise and experience in:
  - O&M of water and wastewater facilities of similar size and complexity;
  - transitions from public to private sectors;
  - management;
  - corporation – client communications;
  - Massachusetts and federal regulatory requirements.

#### 6.2.2 **Contractor Experience**

Unacceptable – the care of three facilities is not currently under contract

Not Advantageous - - a.) no experience in facilities with comparable design flow to either the water or wastewater facilities in Newton; b.) no current contracts are in water facilities; c.) no current contracts are in wastewater facilities

Advantageous – contractor is currently providing O&M services in more than three water and/or wastewater facilities

Highly Advantageous – contractor has at least five or more current O&M contracts with municipalities in the New England area for both water and wastewater facilities in which at least two current contracts are for facilities of equal or larger than the Newton facility

### 6.2.3 Project Approach

#### A. Management

Unacceptable – Little or no experience in a) public-private sector transitions; b) assuming operation of older (more than 20 years) facilities; c) communication with a municipal client. Lack of in-house support personnel for training, operations, safety and maintenance

Not Advantageous – a) personnel assigned to the project do not live close enough to the project for immediate response in an emergency; b) personnel lack experience in multiple facilities

Advantageous – demonstrated ability to successfully address all issues relating to transition of a municipally operated facility to the private sector, and transitions from one contractor to another, including technical and administrative issues, labor relations, legal and contract issues

Highly Advantageous a.) in-house resource personnel available as managers, safety and training officers, maintenance support, etc.; b.) proven experience in developing safety and operator training programs, setting up contingency plans and formulating maintenance management programs; c.) functional mechanisms for exchange of information, with the City, regarding operational, performance or financial issues

#### B. Staffing

Unacceptable – a.) personnel have experience in more than one facility; b.) staffing plan inadequate as to number and/or certification level of personnel

Not Advantageous – a.) personnel responding to emergencies live beyond twenty (20) air miles of the City; b.) a potential for significant staffing turnover

Advantageous – a.) staffing plan provides for adequate coverage of all facilities while allowing for improvements in overall facility O&M; b.) staffing plan satisfies all regulatory requirements as to certification of personnel; c.) personnel are available to respond to emergency situations and live within twenty (20) air miles of the City.

Highly Advantageous – a.) staffing plan provides for adequate coverage of all facilities while allowing for improvement in overall facility O&M; b.) staffing plan satisfies all regulatory requirements as to certification of personnel; c.) personnel are available to respond to emergency situations and live within twenty (20) air miles of the City; d.) history of employee longevity.

#### C. Accounting

Unacceptable – a.) unclear or imprecise accounting practices; b.) inadequate mechanisms in place for assuring prompt payments to creditors or for tracking issuance of bills; c.) no provision for client access to accounting records

Not Advantageous – accounting reports do not show breakdown in costs by category and/or facility; limited access to accounting records.

Advantageous – a.) open access to accounting records; b.) clear and precise accounting procedures; c.) accounting system provides a high level of detail, with costs broken down by category and by facility

Highly Advantageous – a.) accounting system tracks annual budgets, with updates, at least monthly; b.) timely payment of accounts receivable and timely billing to clients demonstrated.



## **D. Operation**

Unacceptable – operation plan is inadequate, does not specifically identify areas where improvement is needed or can be provided by the Contract Operator.

Not Advantageous – maintenance management plan is provided but contractor has little or no experience in operation and maintenance of older (more than 20 years) facilities

Advantageous – operation plan demonstrates knowledge of facilities and identifies potential areas of improvement in process control, performance, efficiency, safety and/or effluent and finished water quality.

Highly Advantageous – a.) maintenance management plan addresses both preventive and corrective maintenance, equipment history and current status of all major equipment; b.) demonstrated experience in identifying, recommending and implementing major repairs and upgrades at aging treatment facilities

## **E. Reporting**

Unacceptable – no example of client reports provided.

Not Advantageous – examples of reports are incomplete and/or inadequate.

Advantageous – examples of reports are complete, concise, and well-organized

Highly Advantageous – a.) examples of report forms are clear and readily understandable, and are specifically tailored to the needs of the City of Newton; b.) data can be transferred to the City’s maintenance management software programs.

### 6.2.4 Interviews

After review of the Technical Proposal, the Evaluation Committee may, at its discretion, schedule interviews with companies responding to this RFP, for the purpose of further evaluation of the proposer’s capabilities, qualifications and expertise to provide the required service. Interviewees will be ranked, by the Evaluation Committee, based on their presentation at the interview. Interviews, if conducted, will be scheduled with all proposers.

### 6.3 Selection and Contract Award

- 6.3.1 The Evaluation Committee shall evaluate all proposals based on the minimum and evaluative criteria described herein. Each proposal will be assigned a final, overall evaluation of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable.
- 6.3.2 During the evaluation of proposals the City reserves the right to request additional documentation from proposers and to inspect municipal facilities currently operated and maintained by the proposers. Any costs incurred by the City for travel, lodging or meals, shall be paid by the City.
- 6.3.3 The Evaluation Committee shall make its recommendations to the Chief Procurement Officer and identify and charges in the Plan of Services requiring negotiation. The City reserves the right to reject all proposals at any time.
- 6.3.4 The Chief Procurement Officer shall then open the Price Proposals, and award the contract for operation, maintenance and management of the water and wastewater facilities to the responsible and responsive proposer submitting the most advantageous proposal, taking into consideration both the Technical and Price Proposals. The award may be conditioned on successful negotiations of revisions to the plan of services specified in the evaluations. The Notification of Award shall be made in writing.
- 6.3.5 If the City awards the contract to a responsive and responsible proposer who did not submit the lowest price, the Chief Procurement Officer shall justify in writing the basis of the decision.

**END OF SECTION**



**FULL SERVICE OPERATION AND MAINTENANCE  
WATER AND WASTEWATER PUMPING - STORAGE**

**FACILITIES**

**PART TWO:**

**FORM FOR  
PRICE PROPOSAL**



o Business Category Information Form, 1 page

o Signed Price Proposal Form, 2 pages

e. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days

f. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned certifies under the 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 subsection the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_/\_\_\_\_\_  
(Telephone) (FAX)

\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

**CITY OF NEWTON**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: \_\_\_\_\_
- 2. WHEN ORGANIZED: \_\_\_\_\_
- 3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- 4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

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

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## 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 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 or individuals.

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Name of Business

**CERTIFICATION OF TAX COMPLIANCE\*\***

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
Signature of Individual (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
or Federal Identification Number

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Name

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

Print Officer Name: \_\_\_\_\_

- \* The provision in this Certification relating to child support applies only when the Contractor is an individual.
- \*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- \*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.



## CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

---

**(Jurisdiction)**

**The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.**

---

**Name of person signing proposal**

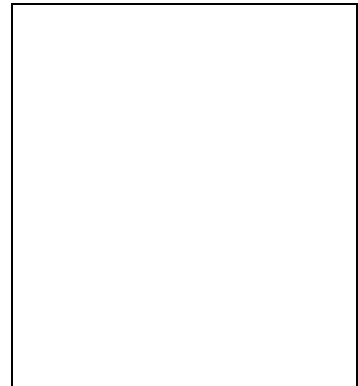
---

**Signature of person signing proposal**

---

**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*



City of Newton



Mayor  
Ruthanne Fuller

**Purchasing Department**

Nicholas Read *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Request for Proposal #23-107

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.  
**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**Business Category Information Form\***

**IFB No. 23-107**

**Full-Service Operation & Maintenance Water & Wastewater Pumping**

<b>Business Type Categories*</b>	<b>Select All That Apply</b>
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

\*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

\_\_\_\_\_

By: \_\_\_\_\_

Date:

**FULL-SERVICE OPERATION AND MAINTENANCE  
WATER AND WASTEWATER PUMPING - STORAGE  
FACILITIES**

**PART THREE:**

**CONTRACT DOCUMENTS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

**AGREEMENT FOR OPERATION AND MAINTENANCE OF WATER  
AND WASTEWATER PUMPING - STORAGE FACILITIES**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty Three by and between the **CITY OF NEWTON**, a municipal corporation organized and existing under the Commonwealth of Massachusetts (hereinafter referred to as "CITY") which has offices at City Hall, 1000 Commonwealth Avenue, Newton Centre, Massachusetts 02459, acting through its Purchasing Agent and Commissioner of Public Works but without personal liability to them and \_\_\_\_\_ (hereinafter, collectively, "CONTRACTOR"),

WHEREAS, the CITY wishes to engage a qualified organization for management, operations and maintenance of its water, wastewater and stormwater facilities and has conducted a public Request for Proposals for such services; and

WHEREAS, CONTRACTOR is a qualified and experienced company and has submitted a proposal to City which proposal was determined to be the most advantageous proposal from a responsible and responsive offeror;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- I. SCOPE OF SERVICES:** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

**FULL-SERVICE OPERATIONS AND MAINTENANCE  
WATER & WASTEWATER PUMPING - STORAGE FACILITIES**

Contractor shall perform all such work in a manner consistent with the requirements and representations set out in such Contract Documents and in a satisfactory and proper manner as determined reasonably and fairly by the City.

In addition to the requirements and representations set out in those Contract Documents described in Article II, the parties specifically agree as follows:

\_\_\_\_\_ shall, throughout the term of this contract, provide engineering, accounting, health and safety, and human resources advice, support and services as described in the technical proposal submitted by \_\_\_\_\_, and as may be required to fully complete the requirements and intent of this contract.

The City reserves the right to terminate this contract at any time in the event the Department of Environmental Protection does not approve the staffing or operation plan proposed by \_\_\_\_\_.

\_\_\_\_\_ will perform emergency call backs as required during the term of the contract at no additional cost to the City, regardless of the actual number of hours spent on callbacks. \_\_\_\_\_ will not refund monies to the City in the event callbacks total less than 50 hours annually.

\_\_\_\_\_ will perform all services necessary to insure the effective operation of the facilities during any inclement weather condition or extraordinary event. Such services will be provided at no additional cost to the City except that in the case of an extraordinary event in which flow to the station exceeds design capacity and requires bypass pumping, \_\_\_\_\_ shall provide up to 72 hours of services annually relating to bypass pumping at no additional cost to the City. Said bypass pumping services in excess of 72 hours annually may be invoiced separately at the applicable repair rate in \_\_\_\_\_ Price Proposal. The City reserves the right to provide its own manpower to operate bypass pumping.

In the event bypass pumping is required, and to the extent the City possesses a pump that is not being utilized for other purposes, the City will make the pump available for the contractors use. In the event a City-owned pump is not available, \_\_\_\_\_ will provide a pump up to 6 inch (720 GPM) for up to 72 hours annually at no additional cost. Additional equipment hours, or the rental of a pump in excess of the size/capacity specified may be invoiced separately at \_\_\_\_\_ cost for same.

**II. CONTRACT DOCUMENTS:** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request for Proposals #23-107 issued by the Purchasing Department;
- c. Addenda Number(s) \_\_\_\_\_;
- d. The Technical Proposed submitted by the CONTRACTOR in response to the Request for Proposals and accompanying documents and certifications;
- e. The Price Proposal submitted by the Contractor in response to the Request for Proposals;

Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;

Duly authorized and executed Amendments, Change Orders or Working orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

**III. PRIORITY OF DOCUMENTS:** In the event of any inconsistency between the terms of this CITY-CONTRACTOR Agreement and any of the Contract Documents, the terms of this Agreement shall prevail.

**IV. APPLICABLE STATUTES:** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

**V. CONTRACT TERM:** The term of this Agreement **shall extend from day of contract execution through June 30, 2024**. The City, at its sole discretion, shall have the option to renew this Contract for **two (2) additional one (1) year terms**, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.

**VI. PAYMENTS:** The Contractor shall submit monthly invoices to the City for services rendered under this Agreement and the City shall make payment to Contractor within 30 days of receipt of each approved invoice.

**VII. KEY PERSONNEL:** For all work performed under this Agreement, Contractor shall assign the team of personnel identified in its Proposal. In the event that any of such personnel become unavailable to perform such work, Contractor will promptly so advise the City. All subsequent assignments of substitute personnel shall be subject to the prior approval of the City.

**VIII. RESPONSIBILITY FOR WORK:** Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the water, wastewater and stormwater facilities and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the water, wastewater and stormwater facilities which results from activities undertaken by Contractor, its employees, subcontractors or agents. The Contractor shall be responsible for any damage or loss to the City's water, wastewater and stormwater facilities and equipment which results from activities undertaken by Contractor, its employees, subcontractors and agents and in case of such damage or loss, Contractor shall repair, make good or pay the City for the full amount of any damage or loss.

**IX. INDEMNIFICATION:** Contractor shall indemnify, hold harmless and defend the City from and against any liability, whether in tort, contract, response to government order or threat of same, or other claim, including all expenses, fees, costs and attorneys' fees, resulting from any negligent act or omission arising out of the Contractor's obligations or actions undertaken pursuant to this Agreement or the obligations or actions of its agents, employees, affiliates, assignees, successors, or associates.

The Contractor further agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.



- X. **WARRANTY:** Except as may be otherwise provided in the Contract Documents, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XI. **ASSIGNMENT/SUB-CONTRACTING:** The Contractor agrees that it will not sell, assign or transfer this Agreement or any part thereof or interest therein without the prior written consent of the City.
- XII. **TERMINATION:** If the work to be done under this Agreement shall be abandoned, or if this Agreement or any part thereof shall be assigned or transferred without the previous written consent of the City, or if the Agreement or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Agreement, the City may immediately terminate this Agreement. In the event of such a termination, the City or its agent may take possession of the water, wastewater and stormwater facilities and equipment and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found at such facilities. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XIII. **INSURANCE.** The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c.152 as amended.

PUBLIC LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

The City shall be named as additional insured on the Contractor's Liability Policies.

- XIV. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XV. **SEVERABILITY:** The provisions of this Agreement are severable. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Agreement.
- XVI. **AMENDMENTS:** This Agreement may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

Print Name: \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

By: \_\_\_\_\_

*Commissioner of Public Works*

Date \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

I hereby certify that funds are available in the following account numbers:

61A40106-530203

60A40107-530203

Approved as to Legal Form and Character

I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders.

By \_\_\_\_\_

*Associate City Solicitor*

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_

*Mayor or her designee*

Date: \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds**.)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE SEAL HERE*  
(Signature of **Clerk or Secretary**)\*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

**CITY OF NEWTON, MASSACHUSETTS**

**PERFORMANCE BOND**

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of dollars (\$ \_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2023 for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_day of \_\_\_\_\_ 2023.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_

(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**FULL-SERVICE OPERATION AND MAINTENANCE**

**WATER & WASTEWATER PUMPING - STORAGE**

**FACILITIES**

**APPENDIX A:**

Attachment A Section 1: Annual Report Summary dated 3/11/20 for the period between January 1, 2019 – December 31, 2019 for the evaluation of 10 Wastewater Pump Stations and 7 Water Pumping and Storage Facilities.

Attachment A Section 2: Proposed Five (5) Year Capital Improvement Program (CIP) for the City of Newton's Wastewater and Water Facilities dated February 18, 2020.

## Appendix A, Section 1

March 11, 2020

Mr. Theodore Jerdee  
Utilities Director  
Department of Public Works  
1000 Commonwealth Avenue  
Newton Centre, Massachusetts 02459

Re: Annual Report Summary: Full-Service Operation and Maintenance of Water and Wastewater Pumping and Storage Facilities – January 1 through December 31, 2019.

Dear Mr. Jerdee:

This letter summarizes the contractual requirements and Scope of Service tasks accomplished by Weston & Sampson Services, Inc. during the period January 1 through December 31, 2019, for full service operation and maintenance services of the water and wastewater pumping and storage facilities of the City of Newton, Massachusetts.

Weston & Sampson Services, Inc. provided service to the following water and wastewater pumping and storage facilities in the City of Newton:

### **Wastewater Pump Stations**

Quinobequin Road  
Elliot Street  
Edgewater Park  
Islington Road  
Prairie Avenue  
Waban Avenue  
Oldham Road  
Hamlet Street  
Grayson Lane  
Little Quinobequin Station

### **Water Pumping and Storage Facilities**

Waban Hill Reservoir  
Manet Road Pump Station  
Engine No. 10 Fire House Booster Pump  
Oak Hill Elevated Tank  
Andover-Newton Theological School Pump Station  
(Langley Road Pump Station)

In accordance with the most recent Request for Proposal (RFP) and subsequent Agreement, Weston & Sampson Services, Inc. provided the following Scope of Service:

- Full-service operation and maintenance services as required for the water booster pumping stations, finished water storage facilities and wastewater pumping stations in compliance with all legal and regulatory requirements;
- Personnel who are qualified in technical and administrative/management issues, enabling them to satisfy regulatory requirements and provide O&M services in a responsible professional manner;
- Consumables such as generator fuel, chemicals, supplies, and lubricants as required for normal operation and maintenance;
- Routine and normal maintenance of equipment, buildings, and structures, and responsibility for checking the pumping facilities daily and the storage tanks on a weekly basis;
- Equipment maintenance in accordance with the procedures outlined in the manufacturer's O&M manuals for the equipment, as well as accepted industry practice;

- Performed required repairs valued at less than \$2,500.00 to the equipment at the water and wastewater facilities at no additional cost to the city over and above the monthly O&M fee;
- Developed, implemented and updated on an ongoing basis a maintenance management program for the facilities. Maintenance histories are filed in logs at the Quinobequin pump station;
- Disposed of all scum, grit, screenings, trash, and refuse from the water and wastewater facilities;
- Implemented an effective odor abatement program at Quinobequin Station;
- Provided all necessary technical, management, administrative, and labor relations personnel for backup and support of regular contract employees, during working and non-work hours including sick and vacation leave of personnel;
- Developed and presented to the city a 5 year Capital Improvements Plan, separate from the Maintenance Reserve accounts, which identified major expenditures that may be necessary at the water and wastewater facilities either to restore, maintain, replace, or upgrade the equipment for efficiency, safety, function, and/or compliance with current and anticipated regulatory requirements;
- Submitted written monthly reports of operation and maintenance (both preventive and corrective) for the water and wastewater treatment facilities;
- Provided insurance coverage as listed below:

Worker’s Compensation	Per M.G.L.c.. 149, s. 34 and c.. 152 as amended
General Liability	\$3,000,000 Combined Single Limit
Professional Liability	\$3,000,000 Combined Single Limit
Automotive Liability	\$500,000 each person
Personal Injury	\$1,000,000 aggregate
Property Damage	\$500,000

- Allowed and provided for 24-hour per day access to the facilities by city or regulatory personnel. Visits were made at any time by any of the city’s employees so designated by the contract administrator for the city. Keys for the facilities were provided to the city by Weston & Sampson Services, Inc.;
- Responded to all alarm conditions and other emergency situations occurring at the facilities on a 7 day per week, 24 hour per day basis with staff personnel within 10 air miles of Newton;
- Coordinated with the City’s engineering consultant on implementation of new SCADA system;
- Ongoing rehabilitation of Pump No. 4 at Quinobequin Station;
- Provided immediate notification to the city’s contract administrator, DPW Commissioner, and/or other designated city personnel in the event of an emergency at the water or wastewater facilities;
- Performed all services necessary to insure the effective operation of the facility during any inclement weather condition or other extraordinary event. Weston & Sampson Services, Inc. has utilized its budget of 50 hours per year to address these extraordinary events.
- Conformed to all determinations of the City concerning the delivery of services in the event of inclement weather, equipment failure, picket lines on city property, or labor strikes by either the city or Weston & Sampson Services, Inc. employees;
- Provided the following dedicated staffing and their certification levels for the City of Newton water and wastewater pumping and storage facilities exceed requirements established by the Massachusetts Department of Environmental Protection (MADEP). The table below details the staffing plan implemented for this project;

Name	Position	Years of Experience	Credentials
------	----------	---------------------	-------------



Peter J. Kolokithas, P.E.	President	25	Water: MA 2T and 1D Professional Engineer: MA and NH
John A. Bocchino	Vice President	38	Water: MA 4T and 4D Wastewater: MA 5C
Paul Provost	General Manager	33	Water: MA 4T and 4D Wastewater: MA 4M
Tom Frost	Lead Operator Project Manager	13	Water: MA 2D and 1T Wastewater: MA 4M MA Collection Systems: 4
Josh Maguire	Operator	3	Water: MA 1D MA Collection Systems: 2
Matthew Buoncuore	Backup Operator	12	Water: MA 1T and 1D Wastewater: MA 4M

- Both dedicated personnel are on-call 24 hours per day, 365 days a year for callback emergency response. Weston & Sampson's maintenance and repair group and the project manager were available 24 hours per day by pager;
- Implemented human resources, facility operations, facility maintenance, computerized management, engineering support, and training;
- Implemented to ensure proper documentation of operation and maintenance for the water and wastewater facilities. Inventory data, focusing on critical spare parts;
- Reviewed facility O&M protocols and manual forms and revised them. Conducted a safety audit of all facilities and protocols to identify existing or potential hazards to protect the public, employees' equipment, buildings, and grounds;
- Communicated on a daily basis with the city's designated representative;
- Maintained with Weston & Sampson Services, Inc. accounting department personnel and computerized system to track project costs and produce monthly invoices;
- Implemented a scheduled and structured inspection and maintenance program in accordance with equipment manufacturer recommendations. Staffed this project part-time with a minimum of two operator/mechanic supplemented with the necessary personnel to enter into the confined spaces to inspect and maintain equipment. In addition to inspection and maintenance of these facilities, the Weston & Sampson Services, Inc. in-house maintenance and repair group performed the specialty maintenance as required on the motor control, pumping, telemetry, and generators as recommended by the manufacturers.
- The following O&M program approach was implemented:

#### **Pump Station Inspection & Preventative Maintenance**

- Inspection of the pump stations to systematically check and operate electrical, control, and mechanical equipment utilizing a custom operation log system. This system was used to document operator's inspection and maintenance and other aspects of the pumping operation that have been evaluated.
- Maintained and serviced pumping equipment in accordance with manufacturer's recommendations and requirements. Our O&M personnel performed maintenance at the stations on a scheduled basis during their inspections. Maintenance of the stations included lubrication, exercise, minor adjustments and testing of pumping equipment and controls.
- Conducted a preventive maintenance program at the pumping stations which included:

- Control and instrumentation inspection of relay, contact and pressure sensing equipment involved with the controls/instrumentation and mechanical valve equipment;
- Annual inspection of the electrical motors and service equipment within the station; motors were checked for amperage draw, connections, winding and brush integrity;
- Alarm functions were tested every other week to minimize or eliminate possible failure during emergency conditions;
- Vibration analysis was completed in July 2019 by Brown and Caldwell to verify bearing wear, alignment, and balance of all pumping, generator, and HVAC rotating assemblies. This task is performed on an annual basis at all pump stations.

**Generators**

- Standby generators were serviced twice annually to all five (5) generators. The following O&M tasks were performed:
  - Changed the oil, oil filters and fuel filters annually. Engine safety systems were mechanically failed to verify operation where possible. Automatic transfer switches will be inspected to exercised wherever access is available. A complete checklist of services performed were documented;
  - Conducted a system check including a mechanically failed test of safety circuitry. Refill (top off) all fluids as needed. A complete checklist of services was completed after the visit;
  - Conducted four (4) hour load tests with available station loads of the generator units on a monthly basis by weekly exercising each unit and to check their operation and inspect for any deficiencies;
- Performed maintenance and calibration of the altitude valves at each storage tank annually;
- The seven (7) day per week inspections and maintenance program were input into customized computer-generated spreadsheets and reported to the city on a weekly basis and summarized on a monthly basis;
- Weston & Sampson Services, Inc. provided all necessary safety equipment and instruction to our personnel in accordance to local, state, and federal regulations, which apply. Portable fire extinguishers, ladders and gas detectors, etc., were maintained by personnel.

**ANNUAL BUDGET SUMMARY  
 JULY 1, 2018 – JUNE 30, 2019  
 FULL-SERVICE OPERATION AND MAINTENANCE OF  
 WATER AND WASTEWATER PUMPING AND STORAGE FACILITIES  
 CITY OF NEWTON, MASSACHUSETTS**

Cost Category	Year to Date Cost	Hours
Labor, Benefits, Overhead, Profit and Overtime	\$171,500	3,400
Equipment, Vehicles and Maintenance; Repairs less than \$2,500	\$25,000	N/A
Outside Services	\$18,000	N/A
Office Expenses	\$1,500	N/A
<b>Total Contract Cost</b>	<b>\$216,000</b>	

Weston & Sampson Services, Inc. would like to recognize the cooperation of the Newton Public Works Department, who assisted in providing access to pumping and storage facilities and conducted outside repairs to the wastewater collection and water distribution systems facilities.

If you have any questions or concerns regarding this report, please do not hesitate to call me at 978-532-1900, extension 2282.

Regards

WESTON & SAMPSON SERVICES, INC.

*Unsigned Copy for Informational Purposes*

John A. Bocchino, Jr.  
Vice President

## Appendix A, Section 2

*Newton, Massachusetts*

February 18, 2020

Mr. Theodore Jerdee  
Utilities Director  
Department of Public Works  
1000 Commonwealth Avenue  
Newton Centre, Massachusetts 02459

Recently, John Ellis and Paul Provost from our office, were present at seventeen (17) of the Town's pump stations to perform evaluations. This report contains the evaluations of the seventeen (17) pump stations listed below. Costs associated with the evaluation below shall be subject to Section 3.2.9 of the contract.

1. Quinobequin Wastewater Pump Station
2. Elliot Street Wastewater Pump Station
3. Edgewater Drive Wastewater Pump Station
4. Islington Road Wastewater Pump Station
5. Prairie Avenue Wastewater Pump Station
6. Longfellow Road Wastewater Pump Station
7. Waban Avenue Wastewater Pump Station
8. Oldham Road Wastewater Pump Station
9. Hamlet Street Wastewater Pump Station
10. Grayson Lane Wastewater Pump Station
11. Manet Road Wastewater Pump Station
12. Langley Road Water Booster Pump Station
13. Engine No.10 Fire House Water Booster Pump Station
14. Flowing Meadows Dewatering Pump Station
15. Dresser Pond Dewatering Pump Station
16. Newton South HS Wastewater Pump Station
17. Little Quin Wastewater Pump Station

**Estimated Costs -**

The following table displays the recommended improvements and their estimated costs. This table was created based on Paul Provost’s site visit and reports from his staff.

**Capital Improvements and Estimated Costs**

<b>Observation</b>	<b>Recommendation</b>	<b>Estimated Cost (1)</b>
<b>Quinobequin Pump Station -</b>		
<b>Short Term – Within 1 Year</b>		
The 10-inch gate valve on the force main in the outside vault will not close.	Bypass drain and replace valve with new.	\$10,000
Handrail and Brick on wetwell entrance door was broken.	Repair handrails and repoint brick.	(DPW)
Exhaust fan and louvers in the dry well are non-operational and require replacement	Replace exhaust fan unit	\$5,000
The SCADA computer and equipment is located next to the lighting transformer in the control room and it gets extremely hot during warm weather months.	A small AC unit should be installed inside this space and vented to outside through wall.	\$1,500
The emergency wetwell lighting is deteriorated and requires replacement.	Install new LED type lighting units	\$5,000
<b>Long Term – Within 5 Years</b>		
The 200 HP Pump No. 2 will require rebuilding	Rebuild pump No. 2	\$30,000
The muffin Monster is wearing and will require replacement	Replace muffin Monster	\$85,000
The carbon racks located in the pump room exhaust ventilation unit are spent and require replacement.	Replace carbon racks used for odor control with a new system.	\$100,000
The 1990 1,000 Amp automatic transfer switch is deteriorated and outdated.	Replace existing unit with a new 1,000 Amp automatic transfer switch with solid state controls	\$80,000
The pump room air drier system is deteriorated.	Replace air drier system.	\$35,000
<b>Elliot Street Pump Station -</b>		
<b>Short Term – Within 1 Year</b>		

<b>Observation</b>	<b>Recommendation</b>	<b>Estimated Cost (1)</b>
Concrete hatches and frames over the generator and wetwell are leaking.	Replace with above grade type hatches.	\$30,000
The emergency lighting in wet well is deteriorated and outdated.	Replace all emergency lighting with new LED units.	\$5,000
The intake louver located in the wetwell is severely deteriorated not operational.	Replace louver.	\$4,000
The comminutor in the influent channel of the wet well is manually operated due to low flow.	Install a new programmable timer and connect to the automatic	\$1500
Pump No. 4 gate valve is leaking and deteriorated.	Replace gate valve	\$25,000
Wet well grating is deteriorated	Replace grating with new	\$6,500
<b>Long Term – Within 5 Years</b>		
The bypass Sluice gate in wet well for bypass is difficult to open and a sluice gate should be installed	Upgrade with a sluice gate	\$30,000
The stuffing box on each pump is leaking excessively.	Install new mechanical seals on each of the four (4) pumps and recondition pump with new bearings.	\$120,000
The existing 150 HP full speed motor starters are deteriorated and non-efficient.	Replace each starter with a new 150 HP VFD.	\$80,000
The pump room air-drier system is deteriorated.	Replace air-drier system.	\$35,000
<b>Edgewater Drive Pump Station -</b>		
<b>Short Term – Within 1 Year</b>		
The existing full speed motor starters are deteriorated and non-efficient	Replace with new 5 HP VFDs	\$10,000
Emergency lighting is deteriorated and outdated.	Replace the emergency lighting with new LED units in both the upper and lower levels.	\$1,500
<b>Long Term – Within 5 Years</b>		
Pumps are aging and have been rebuilt several times	Replace with new pumps and motors	\$30,000
Wet well is deteriorated and requires coating	Bypass station clean prep and spray coat	\$50,000
<b>Islington Road Pump Station -</b>		

<b>Observation</b>	<b>Recommendation</b>	<b>Estimated Cost (1)</b>
<b>Short Term – Within 1 Year</b>		
The flow meter is not operating.	Install new flow meter.	\$5,000
The pump room walls and piping require painting	Re-paint the walls and piping	\$10,000
Emergency lighting is deteriorated and outdated.	Replace both the upper and lower level units with new LED type units.	\$1,500
<b>Long Term – Within 5 Years</b>		
Three motor starters are original and of the mechanical full speed type	Install 5 HP VFD's.	\$20,000
<b>Prairie Avenue Pump Station -</b>		
<b>Short Term – Within 1 Year</b>		
Both pumps severely deteriorated and require replacement.	Replace both pumps	\$20,000
Motor starters are deteriorated and require replacement.	Install two new VFDs	\$20,000
<b>Long Term – Within 5 Years</b>		
Wet well structure deteriorated	Install new wet well and upgrade to submersible pumps	\$150,000
<b>Longfellow Road Pump Station -</b>		
<b>Short Term – Within 1 Year</b>		
The full speed motor starters are non – efficient	Replace with new 7.5HP VFDs	\$20,000
<b>Long Term – Within 5 Years</b>		
Pump are aging and require replacement.	Replace both pumps	\$40,000
<b>Waban Avenue Pump Station -</b>		
<b>Short Term – Within 1 Year</b>		
The pumps and motors are worn, and the capacitors continue to fail.	Replace both pumps and motors with 3 phase motors and convert with single phase to three phase starters	\$ 50,000
<b>Long Term – Within 5 Years</b>		
Wet well structure deteriorated	Repair wet well by coating	\$50,000
<b>Oldham Road Pump Station -</b>		
<b>Short Term – Within 1 Year</b>		

Observation	Recommendation	Estimated Cost (1)
Both Pumps are severely deteriorated and require replacement	Convert the station the submersible type station and install new submersible pumps	\$60,000
<b>Long Term – Within 5 Years</b>		
Spare Pump	Purchase a spare pump	\$5,000
<b>Hamlet Street Wastewater Pump Station-</b>		
<b>Short Term – Within 1 Year</b>		
The No. 2 GR pump is original is deteriorated.	Replace pump with new.	\$12,000
The air release valves are deteriorated.	Replace valves.	\$2,500
<b>Grayson Lane Pump Station -</b>		
<b>Short Term – Within 1 Year</b>		
The air release valves are deteriorated.	Replace valves.	\$2,500
<b>Long Term – Within 5 Years</b>		
The pumps are original are deteriorated.	Replace pumps with new.	\$25,000
<b>Manet Road Water Booster Pump Station -</b>		
<b>Short Term – Within 1 Year</b>		
The ventilation exhaust blower is severely deteriorated and non-operational.	Replace blower with a new unit and install a cycle timer to allow the for continuous ventilation.	\$2,000
<b>Long Term – Within 5 Years</b>		
The pumps and motors are deteriorated.	Replace pumps and motors.	\$85,000
<b>Langley Road Water Booster Pump Station -</b>		
<b>Short Term – Within 1 Year</b>		
The booster pumps are original and are worn and aging	Replace both booster pumps with new.	\$20,000
There is no intrusion alarm.	Install an intrusion alarm at access hatch.	\$2,500
<b>Engine No. 10 Fire House Water Booster Pump-</b>		
<b>Short Term – Within 1 Year</b>		
No CIP required at this time		



Observation	Recommendation	Estimated Cost (1)
<b>Flowing Meadow Dewatering Station -</b>		
<b>Short Term – Within 1 Year</b>		
No CIP Required		
<b>Dresser Pond Station -</b>		
<b>Short Term – Within 1 Year</b>		
The controls are located below grade and are severely deteriorated	Install new above grade control panel.	\$2,500
<b>Long Term – Within 5 Years</b>		
Pump is deteriorating	Replace pump	\$1,000
<b>Newton South High School Station -</b>		
<b>Short Term – Within 1 Year</b>		
Pumps are aging	Replace pump 1	\$1,500
<b>Long Term – Within 5 Years</b>		
Pumps aging	Replace pump 2	\$1,500
<b>Little Quin Pump Station</b>		
<b>Short Term – Within 1 Year</b>		
Station operates from a float type level control.	Upgrade to a transducer type level control and connect to the existing SCADA system.	\$6,000
No spare pump	Purchase a spare pump	\$2,500
<b>Short Term Total Cost Estimate</b>		\$310,000
<b>Long Term Total Cost Estimate</b>		\$950,000
<b>Total Combined Cost Estimate</b>		\$1,260,000

Paul Provost/John Ellis **Weston & Sampson**