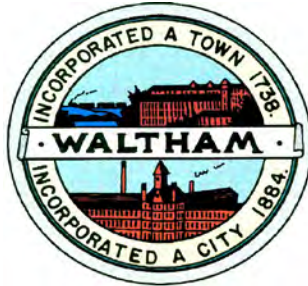


# The City of Waltham



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

## **Construction of ADA Wheelchair Ramp Project, 2020**

**The GENERAL BID is due: 1.00 PM WEDNESDAY MAY 13, 2020**

**LAST DAY FOR WRITTEN QUESTIONS: 12 Noon MAY 6 2020**  
(Via e-mail ONLY to [Jpedulla@city.waltham.ma.us](mailto:Jpedulla@city.waltham.ma.us))

## **DIVISION 00**

**SECTION 00 02 00  
CITY OF WALTHAM  
MASSACHUSETTS**

**NOTICE TO BIDDERS**

**Construction of ADA Wheelchair Ramp Project**

The City of Waltham, Massachusetts invites sealed bids from Contractors for the **Construction of ADA Wheelchair Ramp Project**

**PLANS, SPECIFICATIONS** and other Contract Documents may be obtained by visiting the City's Web Site at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids)

Copies of Addenda will be e- mailed to the registered Bidders without charge. Addenda will also be posted on the web site above

Sealed **BIDS** for this project will be accepted from eligible bidders at the Purchasing Department, Waltham City Hall, 610 Main Street, Waltham, MA 02452 until **11:00 am Wednesday May 13, 2020** at which place and time they shall be publicly opened, read aloud and recorded for presentation to the Awarding Authority.

A **PRE-BID CONFERENCE AND SITE INSPECTION** WILL NOT BE HELD TO COMPLY WITH THE COVID-19 GUIDELINES

**LAST DAY FOR WRITTEN QUESTIONS is 12 noon MAY 6, 2020.** Questions are to be sent via e-mail only to [Jpedulla@city.waltham.ma.us](mailto:Jpedulla@city.waltham.ma.us)

Each general bid shall be accompanied by a bid deposit in the form of a bid bond, certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the City of Waltham in the amount of five percent (5%) of the value of the bid

Bids shall be made on the basis of the Minimum Wage Rates as determined by the Commissioner of Labor and Industries, Pursuant to the Provisions of Chapter 30, 39M of Massachusetts General Laws, a copy of which is found in the City's Web site at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids) .

Bidders' selection procedures and contract award shall be in conformity with the rules of Commonwealth of Massachusetts statute Chapter 30, 39M.

Performance and Labor and Materials payment bonds each in the full amount of the contract price will be required from the successful bidder.

The Awarding Authority reserves the right to reject any or all general bids, if it be in the public interest to do so, and to reject any sub-bid on any sub-trade if it determines that such sub-bid does not represent the sub-bid of a person competent to perform the work as specified or that less than three such sub-bids were received and that the prices are not reasonable for acceptance without further competition.

The successful bidder will be required to furnish a Certificate of Insurance, naming the City of Waltham as an Additional Named Insured with a waiver of subrogation, for General Liability and Vehicle Liability in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate and Worker's Compensation Insurance as prescribed by law.

In accordance with the laws of the Commonwealth of Massachusetts the undersigned certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by OSHA that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

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

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

CITY OF WALTHAM

Joseph Pedulla, CPO  
Purchasing Department  
City Hall, 610 Main Street  
Waltham, MA 02452

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**SECTION 00 10 00 - INSTRUCTION TO BIDDERS****PART 1 - GENERAL****1.01 SCHEDULE OF DATES**

- A. Advertisement appears in Central Register, Plans and Specifications ready for Bidders at the Offices of the Waltham Purchasing Agent after 8:30 P.M. on November 8, 2017.
- B. **Pre-bid meeting:** will not be held in compliance with COVID-19 guidelines
- C. **Questions** and requests for interpretations may be submitted in writing via e-mail ONLY to [Jpedulla@city.waltham.ma.us](mailto:Jpedulla@city.waltham.ma.us) up to **12:00 noon May 6, 2020.**
- D. Addenda will be issued with answers to questions and interpretations as determined by the Purchasing Department only via e-mail and posting on the web site.
- E. **General Bids Deadline:** Submit your bid response no later than **1:00 pm. May 13, 2020** to Joseph Pedulla, CPO, City of Waltham Purchasing Department 610 Main Street Waltham, MA 02452

**1.02 BIDDING PROCEDURE**

- A. Bids for the work are subject to the provisions of General Laws, Chapter 30, 39M, as amended. Regulations governing the bidding procedures as set forth in the above mentioned amended General Laws must be followed.
- B. In the event of any inconsistencies between any of the provisions of these Contract Documents and of the cited statute, anything herein to the contrary notwithstanding, the provisions of the said statute shall control.
- C. No General Bid received by the Awarding Authority after the time respectively established herein for the opening of General Bids will be considered, regardless of the cause for the delay in the receipt of any such bid.

**1.03 WITHDRAWAL OF BIDS**

- A. Bids may be withdrawn prior to the time respectively established for the opening of General Bids only on written request to the Awarding Authority.

#### 1.04 INTERPRETATION OF CONTRACT DOCUMENTS

- A. No oral interpretation will be made to any bidder. All questions or requests for interpretations must be made in writing to the Architect.
- B. Every interpretation made to a bidder will be in the form of an Addendum to the drawings and/or specifications, which will be made available to all persons to whom Contract Documents have been issued.
- C. Failure of the Awarding Authority to send, or of any bidder to receive any such Addendum shall not relieve any bidder from obligation under his bid as submitted.
- D. All such Addenda shall become a part of the Contract Documents.

#### 1.05 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. Each bidder may visit the site of the proposed work and fully acquaint himself with conditions as they exist, and may also thoroughly examine the Contract Documents. Failure of any bidder to visit the site and acquaint himself with the Contract Documents shall not relieve any bidder from any obligation with respect to his bid.
- B. By submitting a bid, the bidder agrees that the Contract Documents are adequate and that the required result for a full and complete installation can be produced. The successful bidder shall furnish any and all labor, materials, insurance, permits and all other items needed to produce the required result to the satisfaction of the Awarding Authority.

#### 1.06 BID SECURITY

- A. The General Contractor's bid must be accompanied by bid security in the amount of five **percent (5%) of the bid**.
- B. At the option of the bidder, the security may be bid bond, certified, treasurer's or cashier's check issued by a responsible bank or trust company. No other type of bid security is acceptable.

Bid Bonds shall be issued by a Surety Company qualified to do business under the laws of the Commonwealth of Massachusetts.

- C. Certified, Treasurer's or Cashier's check shall be made payable to the City of Waltham, Massachusetts.
- D. The bid security shall secure the execution of the Contract and the furnishing of a Performance and Payment Bond by the successful General Bidder for 100% of the contract value.
- E. Should any General Bidder to whom an award is made fail to enter into a contract therefore within five (5) days, Saturdays, Sundays and Legal Holidays, excluded, after notice of award has been mailed to him or fail within such time to furnish a Performance Bond and also a Labor and Materials or Payment Bond as required, the amount so received from such General Bidder through his Bid Bond, Certified, Treasurer's or Cashier's check as bid deposit shall become the property of the City of Waltham, Massachusetts as liquidated damages; provided that the amount of the bid deposit, which becomes the property of the City of Waltham, Massachusetts, shall not in any event exceed the difference between his bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability, bona fide clerical error or mechanical error of a substantial nature, or other unforeseen circumstances affecting the General Bidder, his deposit shall be returned to him.

#### 1.07 BID FORM

- A. General Bids shall be submitted on the "FORM FOR GENERAL BID" enclosed. Erasures or other changes must be explained or noted over the signature of the bidder.
- B. Bid forms must be completely filled in. Bids which are incomplete, conditional, or obscure, or which contain additions not called for will be rejected.
- C. General Bidders shall submit one set of executed bid forms to the Awarding Authority.

#### 1.08 SUBMISSION OF BIDS AND BID SECURITIES

- A. Each bid submitted by a General Contractor shall be enclosed in a sealed envelope that shall be placed with the bid security in an outer envelope. The outer envelope shall be sealed and clearly marked as follows:

(Firm Name): \_\_\_\_\_  
 Construction of ADA Wheelchair Ramp Project

#### 1.09 AWARD OF CONTRACT

- A. The Contract shall be awarded to the lowest responsible and eligible General Bidder on the basis of competitive bids in accordance with the procedure set

forth in the provision of Chapter 30, §39M of the General Laws of the Commonwealth of Massachusetts.

- B. If the bidder selected as the General Contractor fails to perform his agreement to execute a contract in accordance with the terms of his General Bid, and furnish a Performance Bond and also a Labor and Materials or Payment Bond, as stated in his General Bid an award shall be made to the next lowest responsible and eligible bidder.
- C. The words “lowest responsible and eligible bidder” shall be the bidder whose name is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work and who shall certify that 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. Essential information in regard to such qualifications shall be submitted in such form as the Awarding Authority may require.
- D. Action on the award will be taken within sixty (60) days, Saturdays, Sundays and Legal Holidays excluded after the opening of the bids.
- E. The contract for this service may be extended, by mutual agreement, for an additional one-year period given that all prices and contract terms remain unchanged from the original contract.
- F. The contractor acknowledges and agrees that the city may add additional resurfacing streets, other than in the original list, for which the contractor will be paid the same rates as in the original contract. See also paragraph 1.18. -  
ADDITIONAL WORK.

#### 1.10 SECURITY FOR FAITHFUL PERFORMANCE

- A. The successful bidder must deliver to the Awarding Authority simultaneously with his delivery of the executed contract, an executed Performance Bond, and also a Labor and materials or Payment Bond, each issued by a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of One Hundred Percent (100%) of the Contract Price, as surety for the faithful performance of his contract, and for the payment of all persons performing labor or furnishing materials in connection therewith. Said bonds shall provide that, if the General Contractor fails or refuses to complete the Contract, the Surety Company will be obligated to do so.



- B. Premiums are to be paid by the General Contractor, and are to be included in the Contract Price.

#### 1.11 EQUAL OPPORTUNITY

- A. The City of Waltham is an Equal Opportunity employer and will require compliance with the minority business enterprise plan (MBE) on file in the Purchasing Department

#### 1.12 PRE-BID MEETING

- A. A pre-bid conference will not be held at this time to comply with COVIT-19 guidelines

#### 1.13 SITE VISITS

- A. Interested parties are encouraged to visit the project site(s) at their own time. Although a site visit is not mandatory, the city encourages interested parties to become familiar with the location and work environment

#### 1.14 CONTRACT DOCUMENTS

- A. The Awarding Authority shall make available the bid documents and addenda in the City Web site at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids). No plans will be mailed.

#### 1.141 TERMINATION FOR CONVENIENCE

The City of Waltham may, in its sole discretion, terminate all or any portion of this Agreement or the work required hereunder, at any time for its convenience and/or for any reason by giving written notice to the Contractor thirty (30) calendar days prior to the effective date of termination or such other period as is mutually agreed upon in advance by the parties.

If the Contractor is not in default or in breach of any material term or condition of this Agreement, the Contractor shall be paid its reasonable, proper and verifiable costs up to the of termination to the extent previous payments made by the City of Waltham to the Contractor have not already done so. Such payment shall be the Contractor's sole and exclusive remedy for any Termination for Convenience, and upon such payment by the City of Waltham to the Contractor, the City of Waltham shall have no further obligation to the Contractor.

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**The City of Waltham shall not be responsible for the Contractor's anticipatory profits or overhead costs attributable to unperformed work.**

1.15 EQUALITY

- A. Except where otherwise specifically provided to the contrary, the words “or approved equal” are hereby inserted immediately following the name or description of each article, assembly, system, or any component part thereof in the Contract Documents. It is the Contractor’s responsibility to provide all the research and documentation that would prove a product or assembly is “equal”. Failure to provide research or documentation does not alleviate the Contractor’s responsibility to meet the schedule.

1.16 TAX FREE NUMBER

- A. The City of Waltham has a tax-free number.

1.17 SCHEDULE

- A. The work of the Contract shall be Substantially **Completed by no later than July 30, 2020**

1.18 ADDITIONAL WORK

The Contractor acknowledges and agrees that any additional work assigned by the Public Work Department beyond the initial assignment will be performed for the same unit prices and under the same terms and conditions of the initial work.

1.19 WEEKLY JOB MEETINGS

- A. There will be a weekly job meeting at the site on the same agreed-upon day and time. Time will be provided to discuss and view the progress of the work and to answer questions. The Contractor’s job Superintendent and Project Manager shall attend each meeting. The City reserves the right to have job meetings conducted in the location of its choosing.

1.20 PROJECT SUPERINTENDENT

- A. The Contractor shall provide the same person as Superintendent for the entire duration of the project. Failure to maintain the same person in this position shall result in a One Thousand Dollar (\$1,000.00) penalty per incident which shall cover the Architect’s time to re-orient new personnel.

**1.21 AWARD**

- A. The Awarding Authority reserves the right to reject any or all bids if it be in the public interest to do so, and to act upon the bids and make its award in any lawful manner.

**1.22 PREVAILING WAGE SCHEDULE**

- A. Bids shall be made on the basis of the Prevailing Wage Schedule, as determined by the Commissioner of Labor and Industries, pursuant to the provision of the Massachusetts General Laws. The Prevailing wage Schedule for this project can be found in the City's web Site at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids)

**1.23 CONFLICT OF INTEREST**

- A. A bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

**1.24 PROCEED ORDERS**

- A. No bidder is to proceed without a proceed order as set out in the contract.

**1.25 INTENTIONALLY LEFT BLANK****1.26 COMPLIANCE WITH MASSACHUSETTS GENERAL LAWS**

- A. Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalty of perjury that I, to the best of my knowledge and belief have filed all state tax returns and paid all the state taxes required under law.

**1.27 CONSTRUCTION BARRICADES (if applicable)**

- A. The General Contractor shall provide all barricades to enclose the work area to prevent unauthorized access to the site.
1. The barricades shall provide enough room for all construction activities to be performed while separated from pedestrians, students, and staff on site.
  2. Safety is the sole responsibility of the Contractor and any barricades necessary to protect the work and the public shall be provided.

3. Provide entrance protection.

#### 1.28 INSURANCE

- A. The contractor shall purchase and maintain, at his expense all insurance required by the Contract. Documents and all insurance required by the applicable laws of Massachusetts, including but not limited to, General Laws, Chapter 146, in connection with all hoisting equipment.
- B. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and from claims for damages because of bodily injury, including death and all property damage including, without limitation, damage to buildings and adjoining the site of construction which might arise from and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them including:

1. Statutory Worker's Compensation and Employer's Liability

The contractor shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws (so-called Worker's Compensation Act) to all persons to be employed under this contract and shall continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof. The contractor shall, without limiting the generality of the foregoing, conform to the provisions of Chapter 30, 39M of the General Laws, which Section is incorporated herein by reference and made a part of hereof.

2. Comprehensive General Liability Insurance

Minimum bodily injury limits of \$ 1,000,000 per person and \$ 1,000,000 per accident, and property damage limits of \$ 500,000 per accident and \$ 1,000,000 aggregate during any 12 month period, shall include the following:

- a. Public liability (bodily injury and property damage)
- b. X.C.U. (explosion, collapse, and underground utilities)
- c. Independent contractor's protective liability.
- d. Products and completed operations.
- e. Save harmless agreement for Owner and Architects set forth in ARTICLE 10.11 of the GENERAL CONDITIONS.

3. Comprehensive All Risk Motor Vehicle Liability Insurance  
  
Minimum bodily injury limits of \$ 500,000 per person, \$ 1,000,000 per accident, and property damage limit of \$ 1,000,000 per accident.
4. All Risk Insurance  
  
Covering all Contractors' equipment with a provision for Waiver of Subrogation against the Owner.
5. Excess Liability Insurance in Umbrella Form with combined Bodily Injury and Property Damage Limit of \$ 1,000,000.
6. **City of Waltham shall be a Named Additional Insured with a Waiver of Subrogation on the insurance policy for this project.**

1.29 SITE ACCESS (if required)

- A. The General Contractor shall gain access to the site via routes approved by the Owner.
  1. The General Contractor as part of the bid price will restore all roads, curbs, driveways, walks and grassed or landscaped areas damaged during construction.

1.30 CONSTRUCTION TRAILER

- A. The General Contractor shall locate the construction trailer at locations approved by the Owner.
- B. The General Contractor shall locate all on site stored or staged materials within the enclosed area designated by the Owner.

1.31 INTENTIONALLY LEFT BLANK

1.32 COMPLETE BID FORMS

- A. Please Note: Each bidder must fill in all the blanks on all the bid forms, even if the information is "zero dollars" or "not applicable". Also, please acknowledge all Addenda issued by the Awarding Authority. Where required Original – "Wet" Signatures must be placed as indicated.

2.00 FUNDS APPROPRIATION and LOAN AUTHORIZATION.

A THE CONTRACT OBLIGATION ON BEHALF OF THE CITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE MAYOR.

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

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

Signature of Individual or Corporate Name by: \_\_\_\_\_  
(Signature of Corporate Officer)

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

Social Security Number or Federal Identification Number: \_\_\_\_\_

**4.0 COVID-19 BID OPENING (TEMPORARY).**

Based on Governor Baker’s declared state of emergency, in-person bid or proposal openings are not required at the present time to satisfy Chapter 30B. If a bid is not opened at a public meeting, Chapter 30B requires that the opening be in the presence of a witness or witnesses. Under the current emergency, the opening does not need to be witnessed in person. The opening can be livestreamed for the witnesses and recorded for public record purposes. For the present time and until the emergency is lifted by Governor Baker, the City of Waltham will not hold in-person bid openings or proposals. However, the city will continue to record and prepare a spreadsheet showing all of the prices received and distribute the same to all interested parties. Copies of the same bid results will also be posted in the City web site at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids)

**4.01 SITE VISIT**

For the time being and while the COVID-19 Emergency is in effect, site visits will not be organized, held or required by the City. However, interested parties may, at their own discretion visit the project site assuming that the visit does not interfere with the privacy of abutting residents and that it complies with the Governor's COVID-19 Guidelines. Interested contractors are encouraged to ask clarification questions via email only to [Jpedulla@city.waltham.ma.us](mailto:Jpedulla@city.waltham.ma.us). Written questions must be received by the City's Purchasing Department no later than 5 working days prior to the bid opening date. All questions will be answered formally via an addendum a copy of which will be emailed to all vendors of record and a copy posted in the city web site.

**END OF SECTION**

CITY OF WALTHAM, MASSACHUSETTS  
CONSOLIDATED PUBLIC WORKS DEPARTMENT

3 - BID  
FOR  
CONTRACT FOR  
CONSTRUCTION OF ADA WHEELCHAIR RAMPS 2020

TO: Mr. Joseph Pedulla, Chief Procurement Officer  
CITY OF WALTHAM, MASSACHUSETTS

The undersigned, as bidder, hereby declares that he has carefully examined the specifications and provisions attached hereto, and that he proposes and agrees, if this Bid is accepted, that he will contract with the CITY OF WALTHAM in the form prescribed for the CONSTRUCTION OF ADA WHEELCHAIR RAMPS 2020 as herein specified and will provide therefore all necessary materials, labor, machinery and equipment, and will perform all the work in the manner prescribed and according to the requirements of the OWNER.

Accompanying this Bid is cash or a treasurer's check payable to the City of Waltham, or a Bid bond in the amount of five percent of the CONTRACTOR'S Bid price

If this Bid shall be accepted and the undersigned shall fail to execute the required contract, in accordance with the terms herein set forth, within five days from the date of mailing a notice to the undersigned at the address given below that the contract is ready for signature, the City of Waltham may, at its option, determine that this Bid shall be null and void, and the aforesaid cash or checks shall become the property of the City of Waltham; otherwise the said cash or checks shall be returned to the undersigned.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

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The undersigned, as Bidder, hereby declares that he will take full payment thereof sums based on the following lump sum prices.

The City of Waltham Consolidated Public Works Department is seeking bids to install ADA Wheelchair Ramps at various locations throughout the City. Below is the list of locations. Please price each location individually.

BASE BID	<u>Cost</u>
1. South Street at Turner Street (1 ramp)	\$ _____
2. Lyman Street before Rotary (2 ramps)	\$ _____
3. Forest Street at Woodcliff Drive (3 ramps)	\$ _____
<b>Police Allowance</b>	<b><u>\$8,000.00</u></b>

**Total Price for All 3 locations (6 Ramps) and Police** \$ \_\_\_\_\_

**THE TOTAL PRICES CONSTITUTES THE  
BASE OF AWARD. EXCLUDES  
ALTERNATES**

ALTERNATE BIDS

1. 201 Main Street (2 ramps)	\$ _____
2. Willow Street at Main Street (2 ramps)	\$ _____
3. 245 Main Street (1 ramp)	\$ _____
4. Potter Road at Main Street (2 ramps)	\$ _____
5. Gilbert Street at Main Street (2 ramps)	\$ _____
6. Harding Avenue at Main Street (2 ramps)	\$ _____
7. Brigham Road at Main Street (2 ramps)	\$ _____
8. Rangely Road at Main Street (3 ramps)	\$ _____
9. Rose Hill Way at Main Street (2 ramps)	\$ _____
10. Massasoit Street at Main Street (2 ramps)	\$ _____

All wheelchair ramps will meet MassDOT Specifications. Where necessary, all broken, damaged or missing curbing will be replaced with new granite curbing, within the limits of the wheel chair ramps. Existing curbing that is not being replaced shall be removed and reset to meet ADA requirements. A representative from the City shall decide if an existing piece of granite curbing needs to be replaced with a new piece of granite curbing within the limits of the wheelchair ramps.

It is understood that the City of Waltham makes no provision for the allowance of price escalation for any reason. It is the responsibility of the contractor to forecast such yearly increases, if any, and make allowances in the prices offered above.



It is understood and agreed that the lump sum quantities set forth in the Bid are provided for bid comparison only and the actual quantity of work to be done may vary, as determined by the OWNER. The CONTRACTOR agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

The time for completion of work under this contract shall be **June 30th, 2020**.

All lump sum prices quoted herein shall be firm for the duration of this Contract, regardless of any changes in the cost of materials and labor.

In accordance with Massachusetts General Laws, the undersigned certifies that the bidder has filed all state tax returns and paid all state taxes required by law.

In accordance with Massachusetts General Laws, the undersigned certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by OSHA that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

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BIDDER

---

SIGNATURE

---

BUSINESS ADDRESS

---

TELEPHONE NUMBER

---

FAX NUMBER

---

EMAIL ADDRESS

---

DATE

**Bidder must read pages 2-17, 3-Error! Bookmark not defined. and 3-Error! Bookmark not defined., and submit pages 2-17 and 3-Error! Bookmark not defined. filled out in their entirety with the Bid.**

**SECTION 00331**

PREVAILING WAGE SCHEDULE

Please visit the City Web Site at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids) for a copy of the schedules

**Section 00 50 00**

**AGREEMENT**

**CITY OF WALTHAM**

**ARTICLE 1.** This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

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hereinafter called the CONTRACTOR.

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

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

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

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

**CITY OF WALTHAM, MASSACHUSETTS**

**FOR THE COMPANY**

**FOR THE CITY**

\_\_\_\_\_  
Jeannette A. McCarthy, MAYOR,  
City of Waltham  
Date: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR (Signature),  
Date: \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Michael Chiasson, Director of Public Works  
Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph Pedulla, CPO Purchasing Agent  
Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Centofanti, Auditor  
Date: \_\_\_\_\_

I CERTIFY THAT SUFFICIENT FUNDS  
ARE AVAILABLE FOR THIS CONTRACT

**SECTION 00501**

**PERFORMANCE BOND**

**CITY OF WALTHAM**

KNOW ALL MEN BY THESE PRESENT THAT,

\_\_\_\_\_ as

principal and \_\_\_\_\_ as surety, are held and firmly bound unto the CITY OF WALTHAM and to such persons, firms, and corporations, who may furnish materials for or perform labor on the work, construction or improvements contemplated in the Contract hereinafter mentioned, or who may have any suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract, in the

SUM OF \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

(lawful money of the United States of America) for the payment whereof the Contractor and the Surety of Sureties bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT for the above burden (the Contractor) its

\_\_\_\_\_ heirs, executors, administrators and assigns, shall faithfully perform the Contract, on his part and during the life of any guaranty or warranty, for defective materials and workmanship required under this Contract, and satisfy all claims and demands incurred for the same; and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the City all outlay and expense which the City may incur in making good any such default, and shall promptly make payment to all persons supplying labor or materials for use in the prosecution of the work provided for in said Contract; and shall indemnify and save harmless the said City, its officers and agents from any and all suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that (except as to the City) no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after two years from the day on which the final payment under the Contract falls due.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or any assignment, transfer or subletting of any part of the work, or the giving by the City of any extension of time for the performance of the Contract, or any other forbearance on the part of either the City or the Contractor to the other, shall not in any way release the Contractor and the Surety of Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alterations, assignment, transfer, subletting extension or forbearance being hereby waived.

This Bond is made for the use and benefit of all persons, firms, and corporations who may furnish materials, or perform any labor for or on account of said work, construction or improvements, or who may have any suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract, and they and each of them are hereby made obligees hereunder the same as if their own proper names were written herein as such, and they and each of them may sue hereon in their own names for their own use and benefit.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the Contract or to the work, or to the Specifications.

IN WITNESS WHEREOF, said Contractor and Surety have hereunto set their respective names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

(CONTRACTOR) (SEAL)  
NAME \_\_\_\_\_ BY \_\_\_\_\_  
(SIGNATURE AND TITLE)

ADDRESS \_\_\_\_\_  
(SURETY) (SEAL)

NAME \_\_\_\_\_ BY \_\_\_\_\_  
(SIGNATURE AND TITLE)

ADDRESS \_\_\_\_\_ BY \_\_\_\_\_  
(ATTORNEY-IN-FACT)

POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.





**SECTION 00 50 20**

**PAYMENT BOND**

**CITY OF WALTHAM**

KNOW ALL MEN BY THESE PRESENT THAT,

\_\_\_\_\_ as

principal and \_\_\_\_\_ as  
surety, are held and firmly bound unto the CITY OF WALTHAM and to such persons, firms, and corporations, who may furnish materials for or perform labor on the work, construction or improvements contemplated in the Contract hereinafter mentioned, or who may have any suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract, in the

SUM OF \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(lawful money of the United States of America) for the payment whereof the Contractor and the Surety of Sureties bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT for the above burden (the Contractor) its

\_\_\_\_\_ heirs, executors, administrators and assigns, shall faithfully perform the Contract, on his part and during the life of any guaranty or warranty, for defective materials and workmanship required under this Contract, and satisfy all claims and demands incurred for the same; and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the City all outlay and expense which the City may incur in making good any such default, and shall promptly make payment to all persons supplying labor or materials for use in the prosecution of the work provided for in said Contract; and shall indemnify and save harmless the said City, its officers and agents from any and all suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that (except as to the City) no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after two years from the day on which the final payment under the Contract falls due.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or any assignment, transfer or subletting of any part of the work, or the giving by the City of any extension of time for the payment of the Contract, or any other forbearance on the part of either the City or the Contractor to the other, shall not in any way release the Contractor and the Surety of Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alterations, assignment, transfer, subletting extension or forbearance being hereby waived.

This Bond is made for the use and benefit of all persons, firms, and corporations who may furnish materials, or perform any labor for or on account of said work, construction or improvements, or who

may have any suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract, and they and each of them are hereby made obligees hereunder the same as if their own proper names were written herein as such, and they and each of them may sue hereon in their own names for their own use and benefit.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the Contract or to the work, or to the Specifications.

IN WITNESS WHEREOF, said Contractor and Surety have hereunto set their respective names this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

(CONTRACTOR)

(SEAL)

NAME \_\_\_\_\_ BY \_\_\_\_\_  
(SIGNATURE AND TITLE)

ADDRESS \_\_\_\_\_  
(SURETY) (SEAL)

NAME \_\_\_\_\_ BY \_\_\_\_\_  
(SIGNATURE AND TITLE)

ADDRESS \_\_\_\_\_ BY \_\_\_\_\_  
(ATTORNEY-IN-FACT)

POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

Section 00 50 40

## **COMPLIANCE FORMS**

**(PLEASE COMPLETE AND SUBMIT THESE FORMS WITH YOUR RESPONSE)**

***ORIGINAL "WET" SIGNATURES ARE REQUIRED IN ALL OF THE FOLLOWING DOCUMENTS***

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

**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_, \_\_\_\_\_  
(Signature of person signing bid or proposal) Date

\_\_\_\_\_  
(Name of business)

---

**TAX COMPLIANCE CERTIFICATION**

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

\_\_\_\_\_, \_\_\_\_\_  
Signature of person submitting bid or proposal                      Date

\_\_\_\_\_  
Name of business

**NOTE**

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

**CERTIFICATE OF VOTE AUTHORIZATION**

Date:

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

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

I further certify that \_\_\_\_\_ is duly elected/appointed \_\_\_\_\_ of said Corporation whose signature appears below as an officer

\_\_\_\_\_  
Signature of Officer

SIGNED:

\_\_\_\_\_  
Clerk of the Corporation: (Corporate Seal)

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

COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be his/her free act and deed before me, and provided to me through satisfactory evidence of identification which were \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public;

My Commission expires: \_\_\_\_\_

**CORPORATION IDENTIFICATION**

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

If a Corporation:

Incorporated in what state \_\_\_\_\_  
President \_\_\_\_\_  
Treasurer \_\_\_\_\_  
Secretary \_\_\_\_\_  
Federal ID Number \_\_\_\_\_

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

Yes \_\_\_\_\_, No \_\_\_\_\_

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

If a Partnership: (Name all partners)

Name of partner \_\_\_\_\_  
Residence \_\_\_\_\_  
Name of partner \_\_\_\_\_  
Residence \_\_\_\_\_

If an Individual:

Name \_\_\_\_\_  
Residence \_\_\_\_\_

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

Name of Firm \_\_\_\_\_  
Name of Individual \_\_\_\_\_  
Business Address \_\_\_\_\_  
Residence \_\_\_\_\_  
Date \_\_\_\_\_  
Name of Bidder \_\_\_\_\_  
By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City \_\_\_\_\_ State \_\_\_\_\_ Telephone Number \_\_\_\_\_ Today's Date \_\_\_\_\_

# CERTIFICATE OF AUTHORITY LIMITED LIABILITY COMPANY

**The undersigned**, being (a/the) duly elected, qualified and active (member / manager) of \_\_\_\_\_, a Massachusetts limited Liability Company (hereinafter “the Company”)

## **Does Hereby Certify that**

1. The Articles of Organization of the Company were duly filed with the Office of the Secretary of State of the State of Massachusetts on \_\_\_\_\_, and the Articles of Organization have not been (further) amended.
2. The Company has complied with the publication requirements contained in Section 67 of the Limited Liability Company Law.
3. There exists an Operating Agreement of the Company and that the said Operating Agreement has not been amended or repealed and that the said Operating Agreement remains in full force and effect as of this date.
4. Neither the Articles of Organization nor the Operating Agreement (as amended) require any further act to be taken or a meeting to be held by its members other than as follows:
5. All said requirements, whether as contained in the Articles of Organization or in the Operating Agreement or by operation of law as to the transaction of \_\_\_\_\_, 20\_\_\_\_ have been met.
6. The following person or persons has/have been duly authorized by the Company to execute all documents in connection with said transaction and that the signature appearing to the right of their name(s) is his/her genuine signature.

NAME	OFFICE HELD	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**IN Witness Whereof**, the undersigned has executed this Certificate of Authority this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

STATE OF MASSACHUSETTS, COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Stamp:



**RIGHT TO KNOW LAW**

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

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Authorized Signature Indicating Compliance with the Right-to-know laws:

---

Signature

Date

---

Print Name

**NOTE**

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

**MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM**



<b>Company's Name:</b>	<b>Address:</b>	<b>Phone No.:</b>	<b>Payroll No.:</b>
<b>Employer's Signature:</b>	<b>Title:</b>	<b>Contract No:</b>	<b>Tax Payer ID Number</b>
<b>Awarding Authority's Name:</b>	<b>Public Works Project Name:</b>	<b>Public Works Project Location:</b>	<b>Min. Wage Rate Sheet Number</b>

General / Prime Contractor's Name:		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions															
				<div style="display: flex; justify-content: space-between;"> <span>(B+C+D+E)</span> <span>(A x F)</span> </div>															
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked								Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages	Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	Total Gross Wages								

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES  NO

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above

**NOTE:** Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date Received by Awarding Authority	34
/ /	

## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at [www.mass.gov/dols/pw](http://www.mass.gov/dols/pw) and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

### STATEMENT OF COMPLIANCE

\_\_\_\_\_, 20\_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

05/14

**DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Waltham, the contract will be cancelled and the award revoked.

---

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

Address \_\_\_\_\_

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

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

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

Signed by Authorized Company Representative: \_\_\_\_\_

\_\_\_\_\_ Print name. Date \_\_\_\_\_

**10 HOURS OSHA TRAINING CONFIRMATION**

**Chapter 306 of the Acts of 2004**

**CONSTRUCTION PROJECTS**

**AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC**

The undersigned hereby certifies that all employees to be employed at a worksite for construction, reconstruction, alteration, remodeling, repair, installation, demolition, maintenance or repair of any public work or any public building estimated to cost more than \$10,000.00 have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first payroll report for each employee and will comply with all laws and regulations applicable to awards of subcontracts subject to section 44F.

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

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date \_\_\_\_\_

*See following Chapter 306 of the Acts of 2004*

**NOTE**

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

## Request for Taxpayer Identification Number and Certification

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

Fill Out This  
Section

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Chief Procurement Officer Purchasing Department, City of Waltham 610 Main Street Waltham, MA 02452
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 the "Name" line 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.

<b>Social security number</b>											
<b>Employer identification number</b>											

Fill out this sect.  
either SS or FID

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

Sign & Date

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

### 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

**DIVISION 01  
TECHNICAL  
SPECIFICATIONS**

## UNCLASSIFIED EXCAVATION

**GENERAL:** This work shall consist of the necessary excavation and removal of various materials as shown on the contract drawings or as required by the OWNER. All work shall be done by the CONTRACTOR. All excavated material shall be disposed of in a proper manner. All material shall be cleaned up by the CONTRACTOR as the work progresses. No material or waste shall be left on the street overnight and no driveways or sidewalks shall be left in a rough or unsafe condition unless lighted and guarded by the CONTRACTOR at his expense. Where abutting lawns are cut, the CONTRACTOR must properly adjust and reseed the lawn to the new grade. Where abutting surfaces of blacktop or other material are disturbed beyond the limit of adjustment, the CONTRACTOR shall replace same at his own expense.

All loam, seed, and regrading of lawn shall be done at no extra cost and shall be considered as incidental to the item. All curbing that may be needed on the back of sidewalk due to changes in grade are incidental.

Excavation shall include the removal and disposal of bituminous, earth, curbing, signposts, and/or any incidental items as indicated on the contract drawings or as required by the OWNER.

The edges of existing concrete surfaces that are to receive new replacement materials shall be saw-cut along even lines and shall be cut back to obtain clean, sound vertical edges of the abutting material.

The edges of bituminous concrete shall be saw-cut or cut with pneumatic tools along even lines and shall be cut back to obtain clean, sound vertical edges of the abutting material. All edges shall be coated with an approved bituminous material for proper bonding of new pavement construction with the existing pavements. All preparation of edges of existing pavements shall be provided as specified herein and shall be subject to approval by the OWNER.

The City of Waltham, at its own discretion, may retain the right to the excavated gravel and the OWNER may select a site for said gravel to be placed. On-site gravel, if requested by the OWNER, shall be saved for re-use on the job. The gravel shall be excavated separately from the bituminous, stored (if required) and/or relocated on the site or at a site within the city selected by the OWNER, at no additional cost to the OWNER. All work shall be done by the CONTRACTOR.

If requested by the OWNER, any suitable excess material (as determined by the OWNER) excavated from the site shall be re-used to fill areas below subgrade. This shall be done at no extra cost to the City.

All saw-cutting of materials shall be done at no extra cost and shall be considered as incidental.

CONTRACTOR shall avoid damage to trees that have parts of their root system in the roadway, sidewalk or planting areas that are selected for excavation. Said excavation shall be accomplished as carefully as possible or as required by the OWNER.



## CONCRETE SIDEWALK EXCAVATION

**GENERAL:** This work shall consist of all necessary excavation and disposal of all existing concrete surfaces within the limits of the handicap ramp or as specified by the OWNER. All work shall be done by the CONTRACTOR and the material shall be cleaned up as the work progresses. No material or waste shall be left on the street overnight and no driveway or sidewalk shall be left in an unsafe condition unless lighted and guarded by the CONTRACTOR at his expense. Where abutting surfaces of concrete or material are disturbed beyond the limits of adjustment or beyond the limits of contract, the CONTRACTOR shall replace the same at his own expense. If reinforced concrete walks and/or drives are encountered during removal, they shall be included as part of this item. The edges of existing concrete surfaces that are to receive new replacement materials shall be saw-cut along even lines and shall be cut back to obtain clean, sound vertical edges of the abutting material.

All saw-cutting of concrete shall be done at no extra cost and shall be considered as incidental to the work.

All loam, seed, and regrading of lawn shall be done at no extra cost and shall be considered as incidental to the item.

## GRANITE CURBING

**GENERAL:** Under these items, the CONTRACTOR is to furnish and install new granite curbing to replace all broken, damaged or missing curbing, within the limits of the wheel chair ramps. The CONTRACTOR is also responsible to furnish and install new granite curbing at the back of sidewalk when there is a sharpe grade change that is cause by the installation of the new wheelchair ramp.

**MATERIALS:** All new granite curb shall conform to the applicable requirements of the "Standard Specification for Highways and Bridges," Commonwealth of Massachusetts, including any addenda or amendments thereto with the exception of payment for crusher run. Crusher run for curbing shall be included as part of the applicable curb item. All granite curbing shall consist of at least ninety percent of six feet minimum lengths unless otherwise required by the OWNER.

Granite curb shall be hard, durable, fine to medium grain and free from seams that impair structural integrity. Color shall be light gray, highlighted by black flakes, similar to that installed on recent projects in Waltham. Curb for each location shall be fabricated from the same parent material by one manufacturer to give a uniform appearance. Natural variations characteristic of the deposit will be permitted. The top of the curb shall be polished. The sides shall be cut square, most specifically the top 6" of the face that faces the street.

Cement concrete shall be 2,500 psi, 3/4" stone.

**METHOD:** Granite edging shall be set in accordance with the "Commonwealth of Massachusetts Standard Specifications for Highways and Bridges."

A trench shall be excavated to a width of eighteen inches to the bottom of the proposed curb. Unless otherwise required by the OWNER, curb shall be set to the lines and grades shown on the plans and fitted together as closely as possible. Curb shall be saw cut, not broken, to required lengths. If requested by the OWNER, crusher run shall be added and hand tamped to fill any voids between the undisturbed earth and the bottom of the curb so the curb is supported along two points of its entire length. The center and both ends of each curb length shall be left open for cement concrete. On the day of the curb installation, 6" x 6" beds of cement concrete shall be poured front and back, and the concrete shall flow under the curb. Care shall be taken not to affect the line and/or grade of the curb. Joints between curbstones shall be filled with mortar and exposed surfaces shall be neatly pointed. At completion of work, curb shall be clean and free of cement spills. If curb is not clean, the OWNER may request that the curb be pressure washed, at no additional cost to the City.

Care should be taken to avoid placing concrete in areas selected for future placement of trees.

### CURB REMOVED AND RESET

**GENERAL:** This work shall consist of removing existing curb within and/or curb corners and resetting them to grade in the same location in accordance with these specifications, as shown on the Contract Drawings, and/or as required by the OWNER. The CONTRACTOR assumes full responsibility for any damages incurred in the removal and resetting processes or any damages incurred while executing said work.

**METHODS:** Unless otherwise required by the OWNER, curb shall be set to the lines and grades shown on the plans and fitted together as closely as possible. Crusher run shall be added and hand tamped to fill any voids between the undisturbed earth and the bottom of the curb so the curb is supported along two points of its entire length. The center and both ends of each curb length shall be left open for cement concrete. On the day of the curb installation, 6" x 6" beds of cement concrete shall be poured front and back, and the concrete shall flow under the curb. Care shall be taken not to affect the line and/or grade of the curb. Joints between curbstones shall be filled with mortar and exposed surfaces shall be neatly pointed.

### **CEMENT CONCRETE SIDEWALKS**

**GENERAL:** This work shall consist of fine grading and compaction of gravel and/or crusher run and the furnishing and placing of cement concrete for sidewalks, driveways and aprons in accordance with these Specifications and/or as required by the OWNER. Depths of concrete shall be 4 inches (reinforced) in sidewalks and 6 inches (reinforced) in driveways, aprons, wheelchair ramps and rounding's and as required by the OWNER.

**MATERIALS:** 7% ( $\pm 1\frac{1}{2}\%$ ) air-entrained cement concrete (4,000 psi, 3/4" stone), borrow, and pre-formed joint fillers shall conform to the requirements of SECTION 701 of the "Standard Specifications for Highways and Bridges," Commonwealth of Massachusetts, Department of Public Works, 1988 Edition, including any addenda or amendments thereto, unless otherwise specified by the OWNER.

**METHODS:** Methods shall conform to the aforesaid, unless otherwise required by the OWNER. All transverse joints shall be formed with a 1/2" wide by 1" deep jointing tool such as the Marshall Town No. 836 jointing tool or the equivalent. All transverse joints shall be measured and divided equally and separately between the expansion joint distances. Continuous concrete blocks shall be no longer than 30 feet.

Concrete shall have a broom finish. A colored curing agent or retardant approved by the OWNER shall be applied to the finished concrete if requested by the OWNER. Otherwise, the curing method shall be as prescribed in Section 476.71A of the Mass. Standard Specifications.

The CONTRACTOR shall be responsible for the guarding of the wet concrete until it has sufficiently set up in place. The CONTRACTOR shall assume responsibility for replacing any concrete that is damaged due to cracking or vandalism. Replacement of concrete including saw cutting, removal and disposal of rejected concrete shall be done at the CONTRACTOR'S expense with no additional cost to the City. The CONTRACTOR maintains responsibility for the concrete for one year after the completion of the entire contract.

### **DETECTABLE TILE SURFACE FOR HANDICAP RAMPS**

**GENERAL:** The work under this item shall consist of furnishing and installing, by embedding in wet cement concrete, a factory manufactured Composite Detectable Tile Warning Surface that is ADA guideline compliant for the purpose of indicating the presence of a handicap ramp and/or curb cut location. These surfaces shall be accessed by the general public and the physically challenged alike, therefore the installation of these surfaces will require that the Contractor exercise exceptional care in the placement and the finishing process' associated with these tiles.

**MATERIALS:** The Surface shall be equal \* to PART NO. 2460IDPAV2:

\* A twenty four inch by sixty inch (24"x 60") Cast-In-Place Truncated Dome (Composite Tactile) Detectable Warning System as manufactured by;

ADA Solutions, Inc.  
P.O. Box 3  
North Billerica MA 01862  
1-800-372-0519  
[www.adatile.com](http://www.adatile.com)

\*An approved equal shall mean a factory-fabricated system which either meets or exceeds the physical characteristics of the representative surface which is noted above. To that end the contractor must seek approval for an alternate surface by submitting, to the City of Waltham, a catalog cut of the system which he proposes to use. This submittal, and/or actual samples of the material, shall clearly describe the physical characteristics of the proposed alternative unit such that the City of Waltham can readily evaluate the proposed system.

"Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, use, or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

The Detectable Warning Surface shall be of the "CAST IN PLACE REPLACEABLE TACTILE WARNING SURFACE TILES" type or approved equal.

**The color of the panels shall match the existing panel at the intersection of Main Street and Gore Street.**

Manufacturer's warranties are to be assigned and delivered to the City of Waltham.

The Contractor shall install each Detectable Tile to meet the exact gradient tolerances prescribed in the current ADA guidelines.

Typically each Detectable Tile shall be installed so that the front (street side) edge is set back twelve (12") inches from the face of the curb (so that six (6") inches of cement concrete remain between the back of the curb and the edge of the tile).

Cracked, chipped or deficiently domed tiles will not be accepted.

The Contractor must plan his work so that the outlying cement concrete panels transition to the edge of the tile in a smooth and uniform manner.

Any cement concrete placed adjacent to the tiles shall be brought flush with the surface edge of the tile and shall be finished with an edge trowel.

## **LOAM BORROW**

**GENERAL:** This work shall consist of furnishing and placing loam borrow at the required depths and on approved areas in accordance with these Specifications, as indicated on the Contract Drawings, and/or as required by the OWNER. Only screened loam will be accepted for use.

All grass areas worked on or disturbed during construction shall be graded to the necessary depths and covered with loam. The loam shall be fertile natural topsoil loam free from brush, weeds, stumps roots, stones over ½ inch in size, and any other objectionable matter. Respreading of existing on-site loam shall be incidental.

**METHOD:** In sidewalk loam areas, loam shall be placed and uniformly spread on the sub-grade. When raked out and rolled, the depth of the loam shall be six inches. The finished surface shall be even with the top of the curb and the face of the sidewalk.

If loam is required in adjustment areas, it shall be placed at the depths indicated by the OWNER, but not to exceed 3 inches maximum depth.

## SEEDING

**GENERAL:** This work shall consist of the raking, fertilizing, liming, compacting and preparation of loam areas for the furnishing and application of seed. All work shall be done in accordance with these Specifications and/or as required by the OWNER. This item shall also include the resspreading of existing on-site loam obtained from stripping operations.

**MATERIALS:** Lawn seed shall be fresh, clean new crop seed. The seed shall be delivered to the work site with each container bearing the manufacturer's guaranteed analysis. Lawn seed shall be composed substantially as follows and shall be germinative and pure to at least the percentages indicated:

	Proportion	Germinative	Purity
Chewing Fescue or Creeping Red Fescue	25%	85%	97%
Alta Fescue	30%	85%	97%
Domestic Rye Grass	20%	90%	98%
Red Top	15%	90%	92%
White Clover or Alsike	10%	90%	98%

**METHOD:** The surface to receive seed shall be raked smooth, without pockets, and pleasing to the eye. The area shall be fertilized, limed, seeded, rolled and watered as required to promote satisfactory grass growth. Any areas or parts of areas that fail to show a satisfactory stand of grass within a reasonable amount of time for any reason shall be fertilized and re-seeded until all areas are covered with an adequate acceptable growth of grass. When the grass has grown, the CONTRACTOR shall, at the direction of the OWNER, make a minimum of at least one lawn cutting. Seeding shall be done only within certain times of the year as determined by the OWNER. If seeding is done in the fall season, the acceptance of the work shall not be until the end of the next following growing period. Seed shall be placed at a rate of 2 pounds per 1,000 square feet of area to be covered.



## TRAFFIC POLICE

**GENERAL:** The CONTRACTOR shall provide such uniformed police officers (outside their regular tour of duty) as the OWNER shall deem necessary to avoid, so far as reasonably possible, damage to the safety of persons and substantial interference with the free circulation of traffic. When so required by the OWNER, the CONTRACTOR shall make all arrangements in obtaining police assistance. The CONTRACTOR shall pay the amount due for such assistance to the City of Waltham. The CONTRACTOR shall then be reimbursed by the City of Waltham. Police details may be arranged by calling (781) 314-3604.

All bills for police details must be paid in full by the CONTRACTOR before reimbursement is made by the City of Waltham. Only bills stamped "PAID" by the City Treasurer's Office will be accepted by the OWNER.

**METHOD OF PAYMENT:** The CONTRACTOR shall pay to any police officer employed by him the prevailing rate of wage to special duty police officers (MGL Chapter 149, §34B). The quantity on the Bid form for ITEM 999.001 is an estimate for funding and bid comparison purposes. Payment to the CONTRACTOR for special duty police will be made at the rate established by the Waltham Police Department.

Payment shall be made by the CONTRACTOR within 30 days of billing. Failure to pay an outstanding bill within 30 days may result in a penalty charge to the CONTRACTOR for late payment. There will be no reimbursement for any penalties or late charges that may be assessed against the CONTRACTOR for late payment. Furthermore, the OWNER will accept no further requests for payment if police detail bills are more than 30 days in arrears.

The CONTRACTOR will not be reimbursed for any detail that he fails to cancel when it is not required (work does not proceed as scheduled or due to inclement weather, etc.) Reimbursement will be entered in the next estimate for payment.

Reimbursement shall be made on all bills stamped "PAID" by the City of Waltham Treasurer's Office and presented to the OWNER less any amount for unnecessary details not canceled by the CONTRACTOR when required.

It is suggested that payments be made in person at the Treasurer's Office and that a copy of the bill be presented to the Treasurer's Office at the same time so that it may be stamped "PAID" and presented to the OWNER by the CONTRACTOR.

**PAYMENT:** Payment for special duty police will be made on a dollar for dollar basis as determined above for ITEM 999.001 as set forth in the Bid. Said price and payment shall be full compensation for furnishing all special duty police.

## **ATTACHMENTS**

# ATTACHMENT 1

## BASE BID LOCATIONS



Existing conditions

- 1 Ramp
- Granite Curb
- 5" curb reveal
- Concrete sidewalk

South St.

Map data ©2020, Map data ©2020 20 ft

South Street



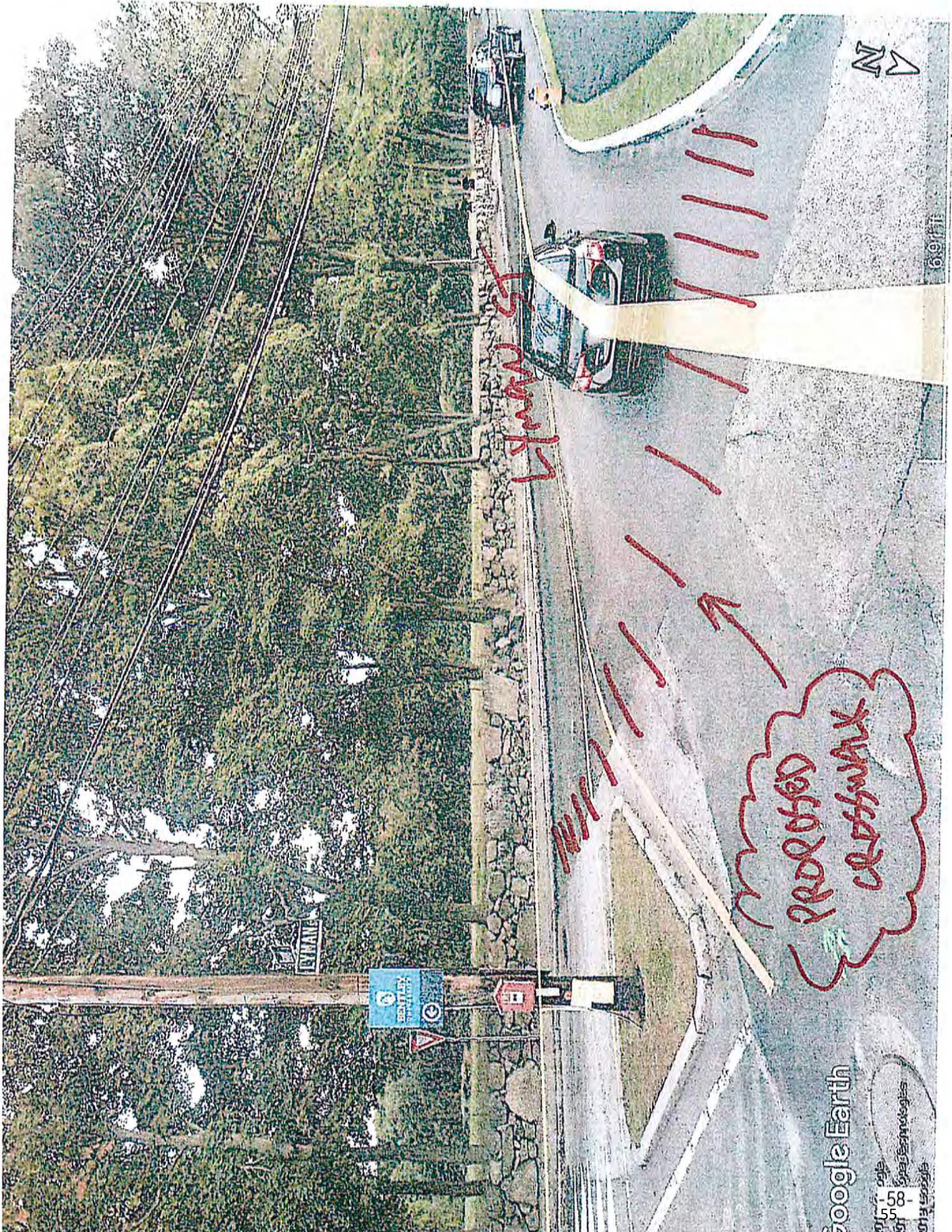


Imagery ©2020 MassGIS, Commonwealth of Massachusetts EOE, Map data ©2020 20 ft

### Existing conditions

- 2 Ramps
- ① Asphalt sidewalk  
Granite curb  
3" curb Reveal  
stonewall Back of  
sidewalk
- ② Asphalt Sidewalk  
Granite curb  
Grass Strip  
3" curb Reveal

## Lyman St



6917

PROPOSED  
CROSSWALK

5' curb

Google Earth

2015 11 58  
Sat 11:58 AM  
2015 11 58  
Sat 11:58 AM

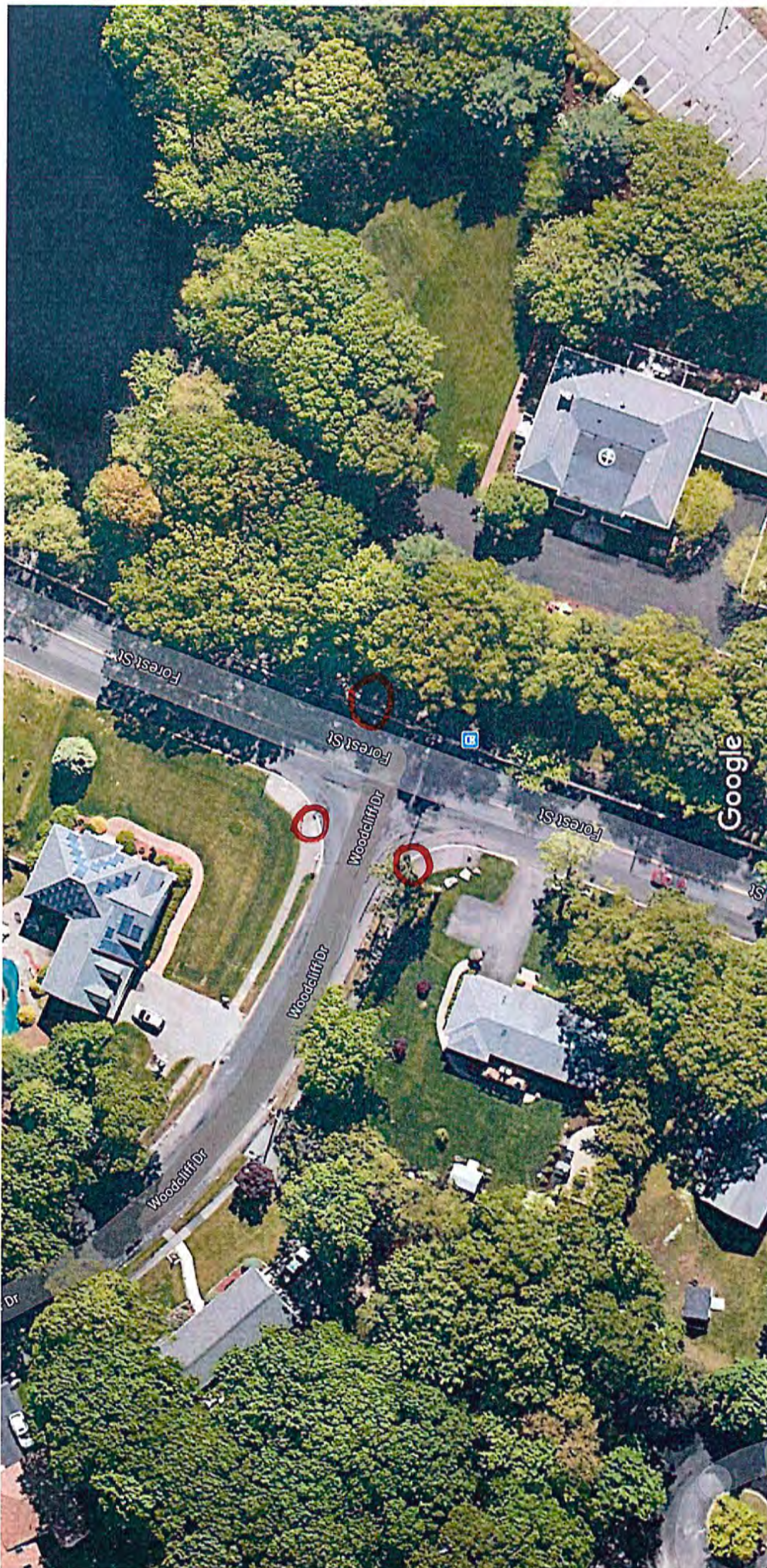


Lyman St





Lyman Street



Imagery ©2020 MassGIS, Commonwealth of Massachusetts EOE, Map data ©2020 20 ft

Existing Conditions

- ① Asphalt sidewalk  
Grass Strip  
Granite Curb  
3" curb reveal
- ② Asphalt sidewalk  
Granite Curb  
0"-3" curb reveal
- ③ Asphalt sidewalk  
Granite Curb  
5" curb reveal

Forest St.

Forest  
Street

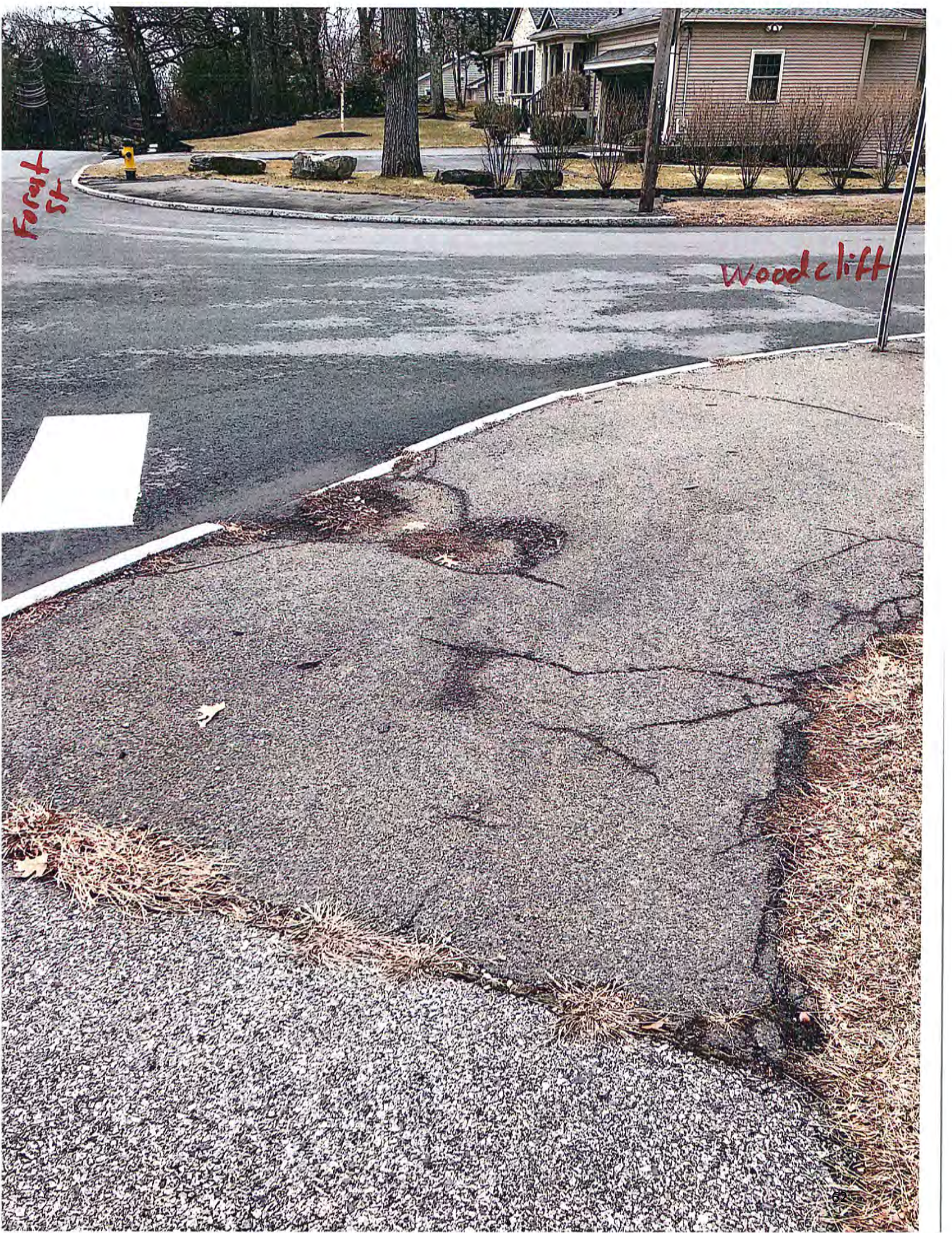


*Forest Street*





Forest Street



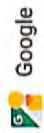
Forest St

Woodcliff



Image capture: Sep 2019 © 2020 Google

Waltham, Massachusetts



Street View

## ATTACHMENT 2

### ALTERNATE BID LOCATIONS



201 main Street



Imagery ©2019 Google, Map data ©2019 Google 10 ft

Existing Conditions

2 Ramps

- ① Asphalt + sidewalk  
Granite curb  
No curb reveal
- ② Asphalt sidewalk  
Granite curb  
No curb reveal





11/15/20

Willow Street @ Main Street



Imagery ©2019 Google, Map data ©2019 Google 10 ft

Existing Conditions

2 Ramps

- ① Asphalt sidewalk  
Granite curb  
minimal curb reveal

- ② Asphalt sidewalk  
Granite curb  
minimal curb reveal

have from in station



W. 11th St. East Side





Willow St

245 Main Street



Imagery ©2019 Google, Map data ©2019 Google 10 ft

Existing conditions

1 Ramp

Asphalt sidewalk

Granite curb

5" curb reveal





Main St



STATE  
LAW

STOP

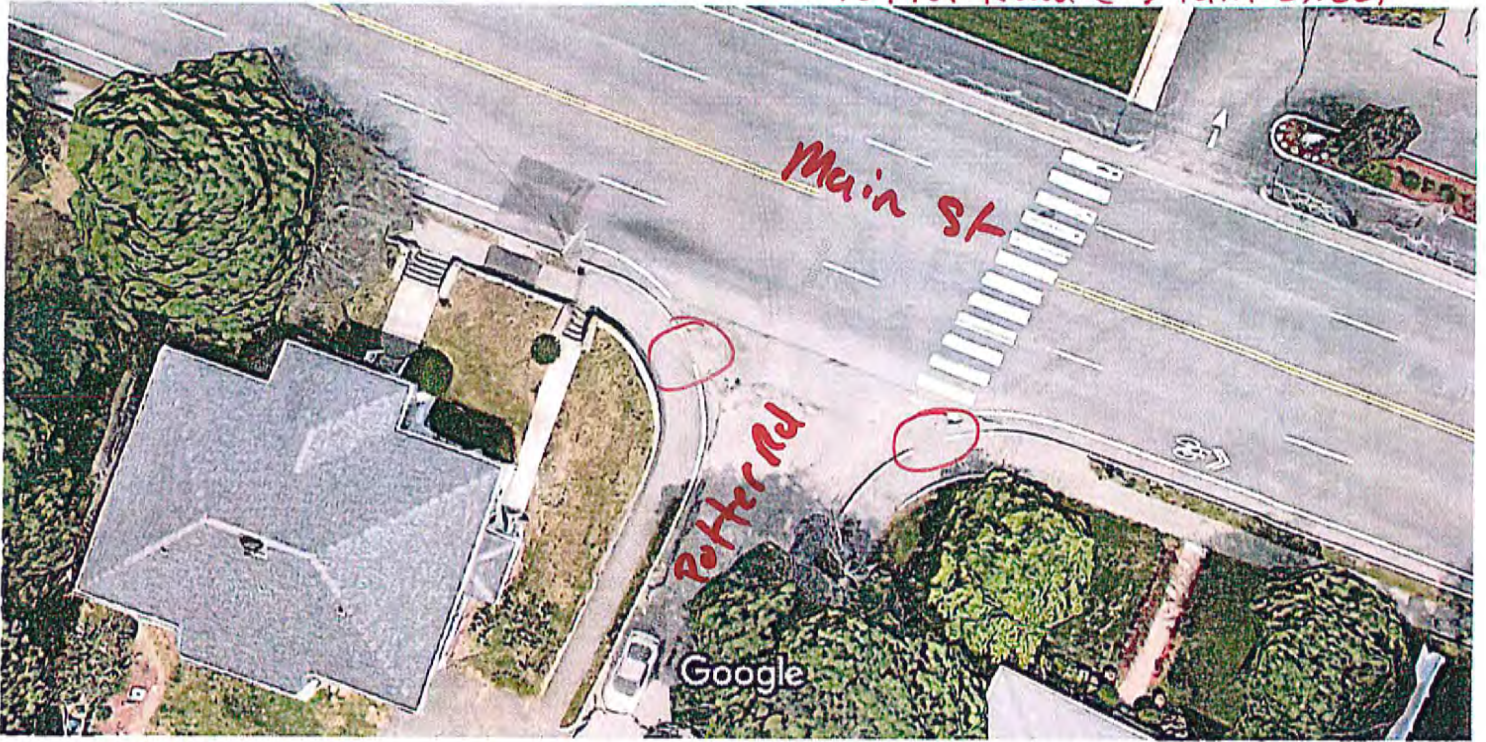
FOR



WITHIN  
CROSSWALK

Main St

Potter Road @ Main Street



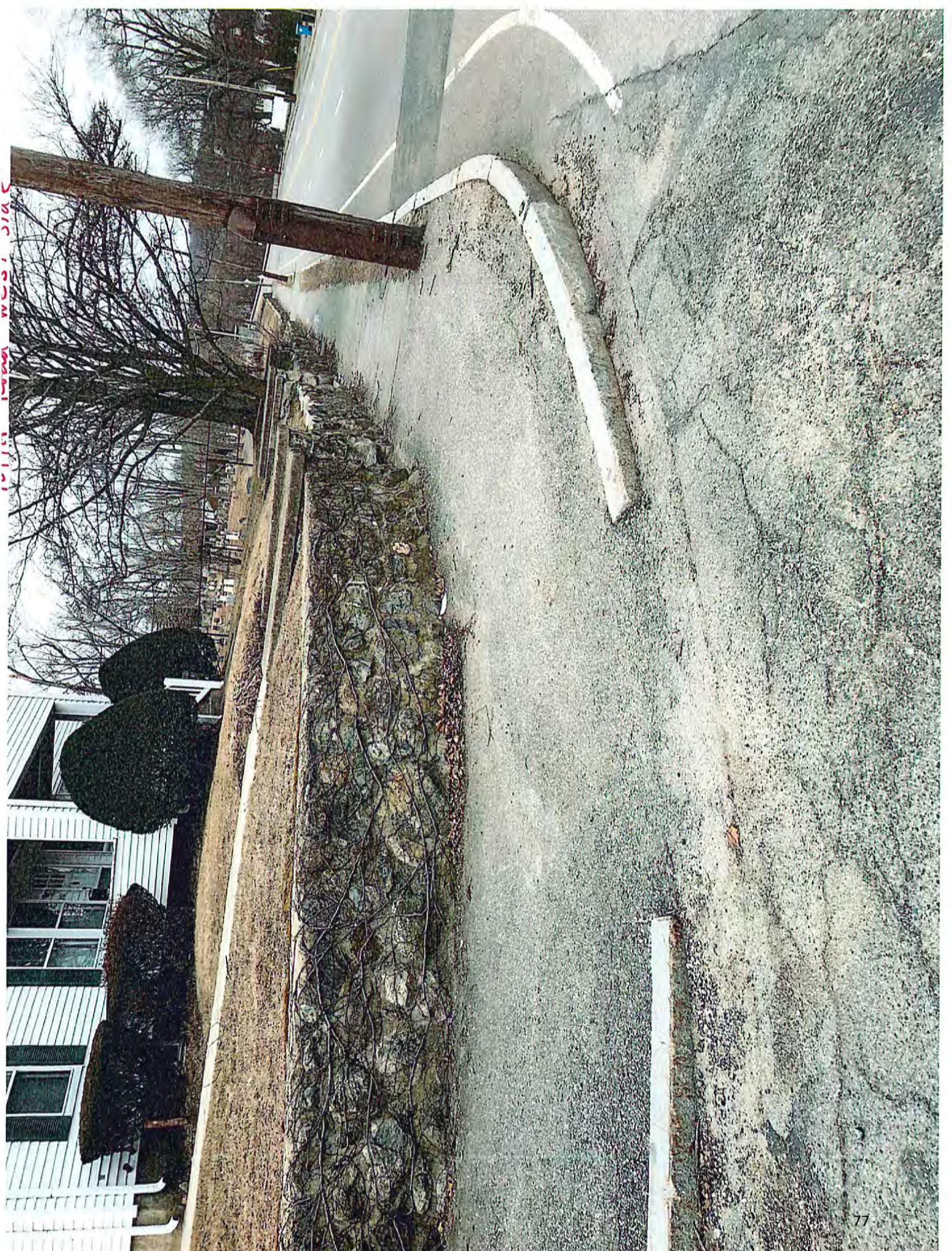
Imagery ©2019 Google, Map data ©2019 Google 10 ft

Existing Conditions

2 Ramps

- ① Asphalt sidewalk  
Granite curb  
No reveal
- ② Asphalt sidewalk  
Granite curb  
No reveal





3/11/21 10:00 AM

Gilbert Street @ Main Street



Imagery ©2019 Google, Map data ©2019 Google 10 ft

Existing Conditions

2 Ramps

- ① Asphalt sidewalk  
Granite curb  
5" curb reveal

- ② Asphalt sidewalk  
Granite curb  
5" curb reveal



June 15, 2011

6110051 STREET EAST 2104F







Imagery ©2019 Google, Map data ©2019 Google 10 ft

Existing Conditions

2 Ramps

- ① Asphalt sidewalk  
Granite curb  
7" curb reveal

- ② Asphalt sidewalk  
Granite curb  
8" curb reveal



1000 - 217 University



153m 2011 January

Brigham Rd @ Main St



Imagery ©2019 Google, Map data ©2019 Google 10 ft

Existing Conditions - 2 Ramps

Concrete sidewalk

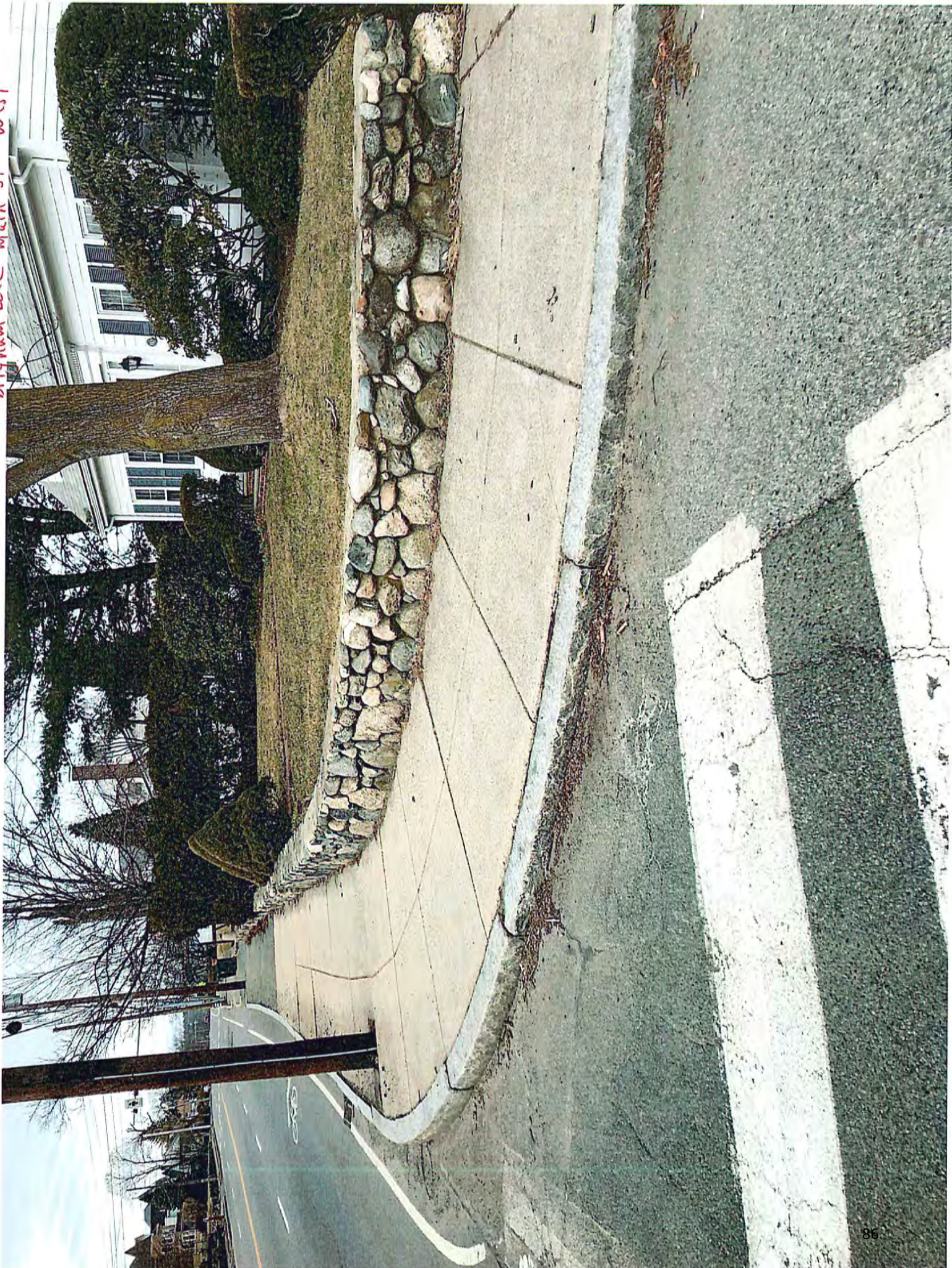
Granite curb

6" curb reveal



1507 - 16th Ave - NW - Minneapolis

150m in width - 2m width



Rangely Road @ Main Street



Imagery ©2019 Google, Map data ©2019 Google 10 ft

Existing conditions

③ Ramps

① Asphalt sidewalk  
Granite curb  
7" curb reveal

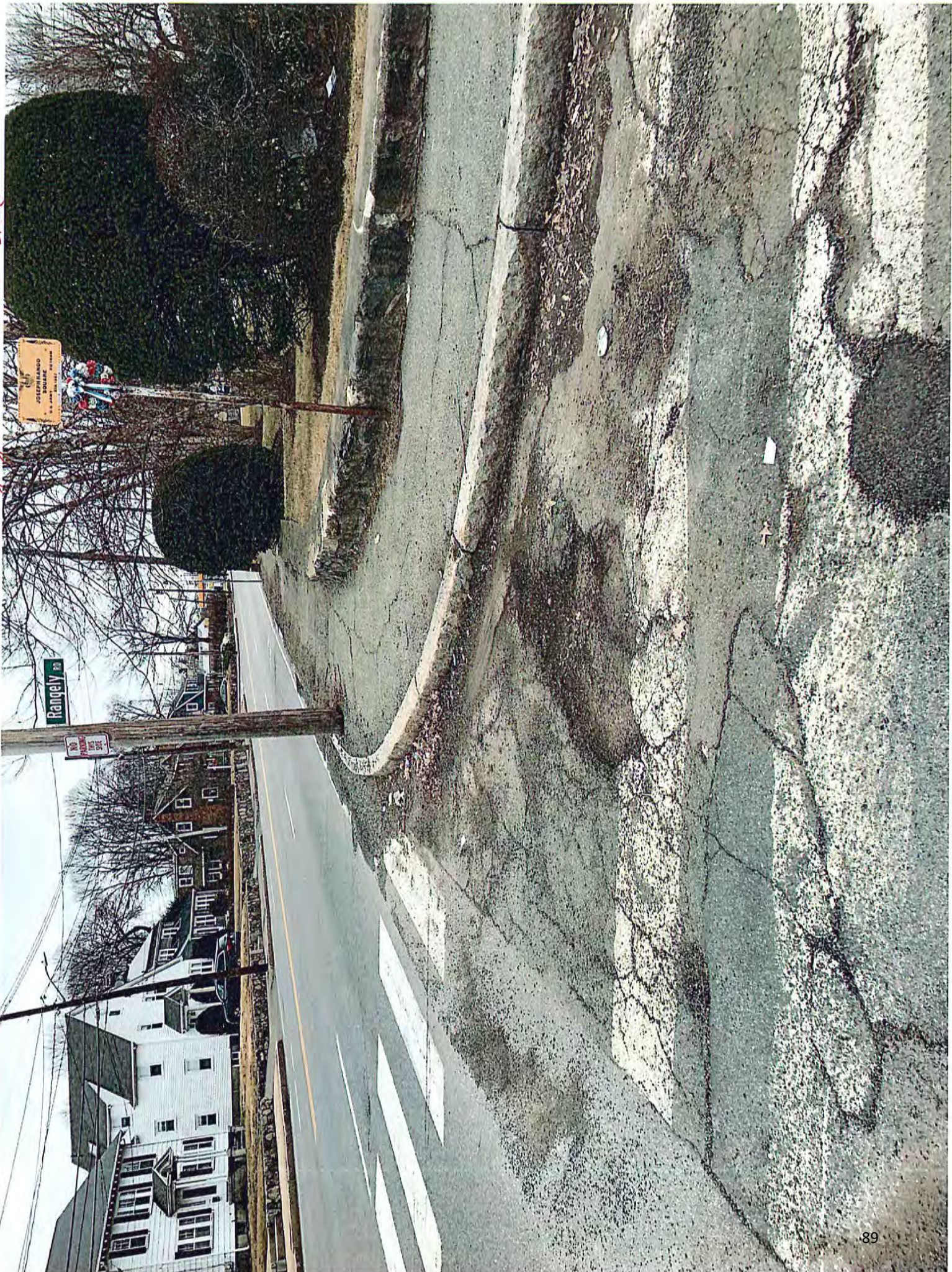
② Asphalt sidewalk  
Granite curb  
7" curb reveal

③ Asphalt sidewalk  
Granite curb  
7" curb reveal

Bois L'Isle St  
St. John's







Rose Hill Way @ Main Street



Imagery ©2019 Google, Map data ©2019 Google 10 ft

Existing Conditions

2 Ramps

- ① Concrete sidewalk  
Granite curb  
8" curb reveal
- ② Asphalt sidewalk  
Granite curb  
7" curb reveal



NO PARKING ON BRIDGE

NO PARKING ON BRIDGE

FIRE



Rose Hill Way West side



Massasoit st @ Main St



Imagery ©2019 Google, Map data ©2019 Google 10 ft

Existing Conditions

2 Ramps

① Concrete sidewalk  
Granite curb  
4" curb reveal

② Asphalt sidewalk  
2' Grass strip  
Asphalt berm  
4" berm reveal



11/11/2019 10:10 AM





Mussasoi, T SOUTH

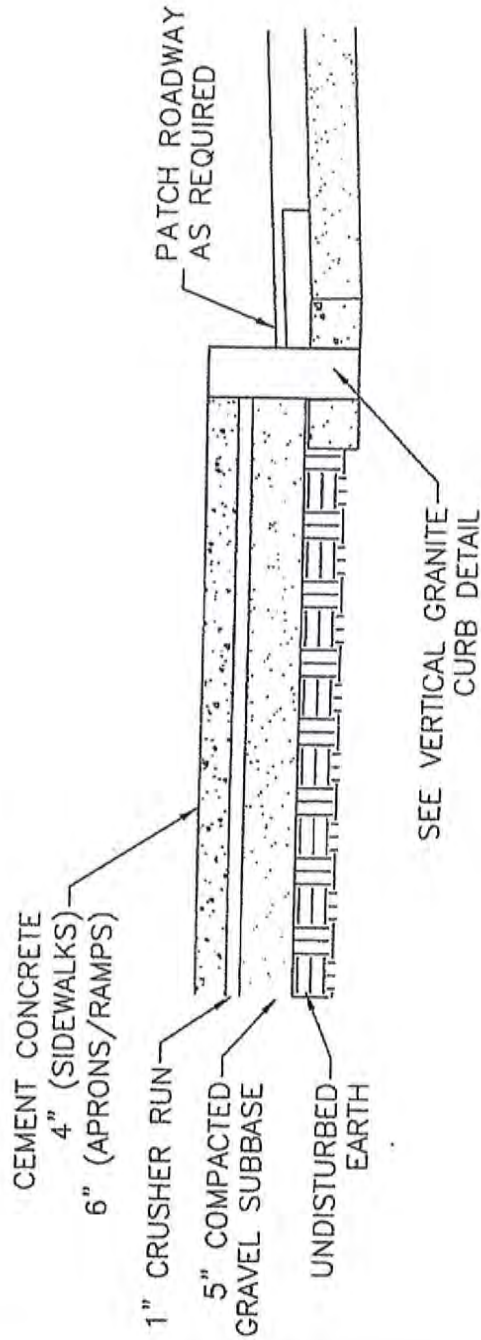
Mussasoi, T 57

M1000, inchessal




## ATTACHMENT 3

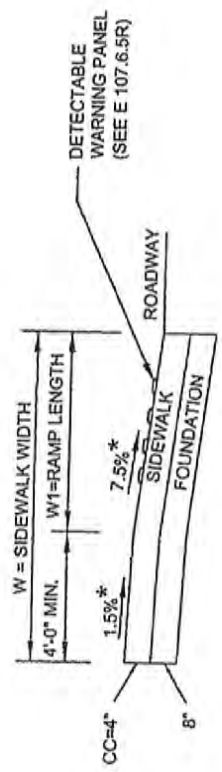
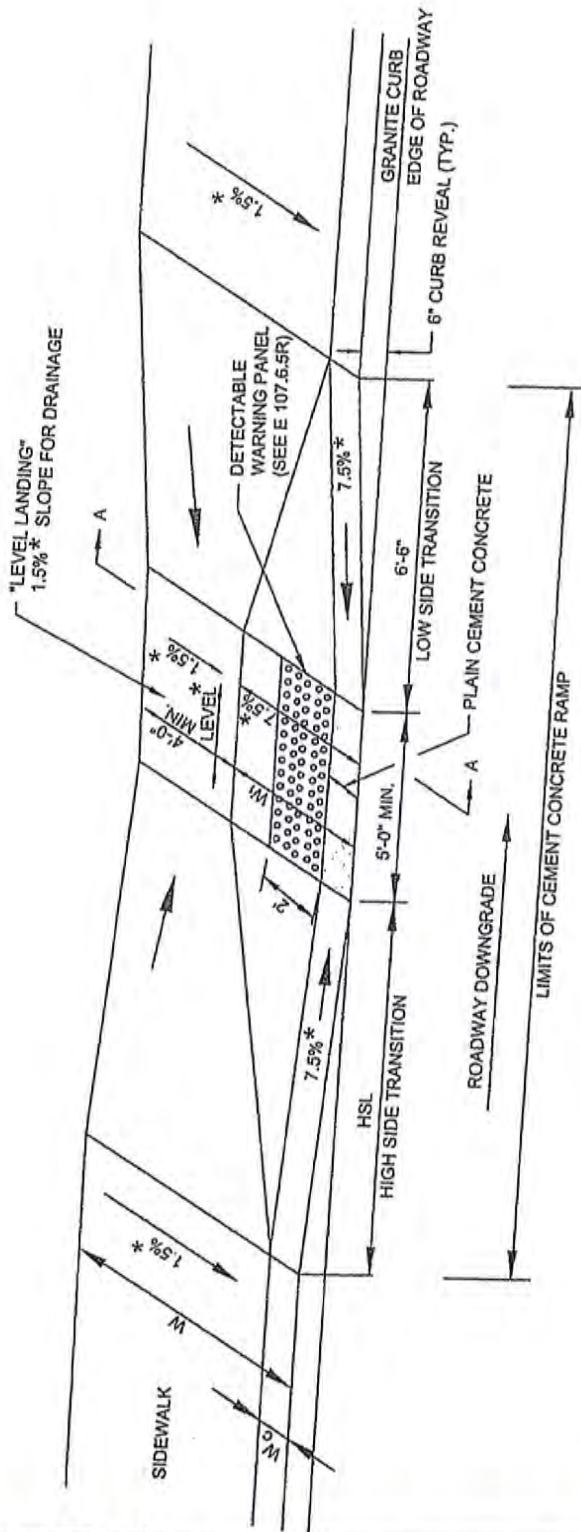
### STANDARD DETAILS



SIDEWALK CROSS-SECTION

	FIGURE NAME: _____  4" / 6" CEMENT CONCRETE SIDEWALK  CITY OF WALTHAM, MA. - ENGINEERING DEPARTMENT STANDARD DETAILS	SCALE: NOT TO SCALE  REV. DATE: 3/30/2011
---	---	---

107



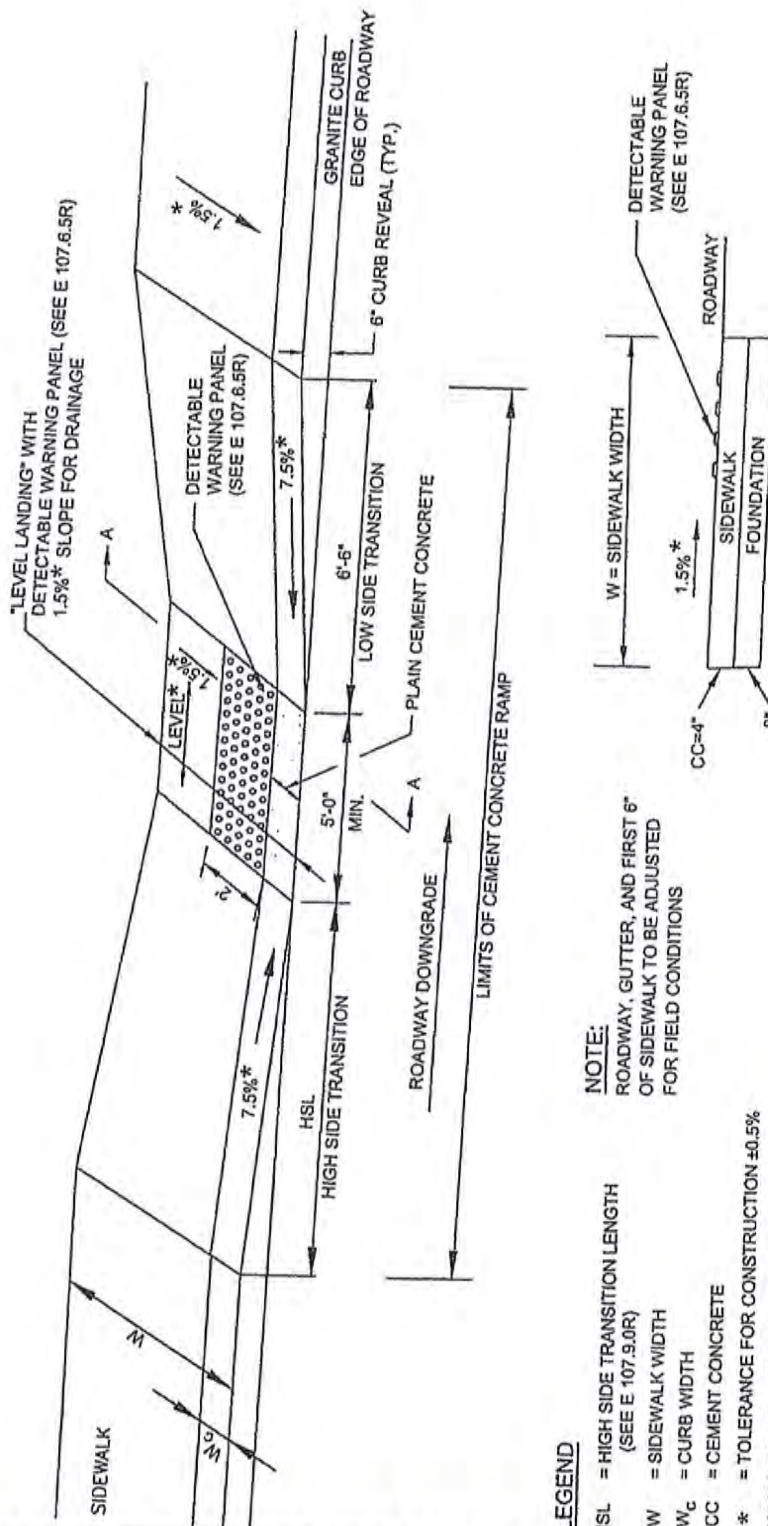
**LEGEND**

- HSL = HIGH SIDE TRANSITION LENGTH (SEE E 107.9.0R)
- W = SIDEWALK WIDTH
- W<sub>C</sub> = CURB WIDTH
- W<sub>1</sub> = PERPENDICULAR RAMP LENGTH
- CC = CEMENT CONCRETE
- \* = TOLERANCE FOR CONSTRUCTION ±0.5%
- USABLE SIDEWALK WIDTH PER AAB = W-W<sub>C</sub>
- RAMP LENGTH, W<sub>1</sub> = W-4'-0" Min



## WHEELCHAIR RAMPS LESS THAN 12'-4" SIDEWALK

DATE OF ISSUE JUNE 2014
DRAWING NUMBER <b>E 107.2.0</b>



**NOTE:**

ROADWAY, GUTTER, AND FIRST 6" OF SIDEWALK TO BE ADJUSTED FOR FIELD CONDITIONS

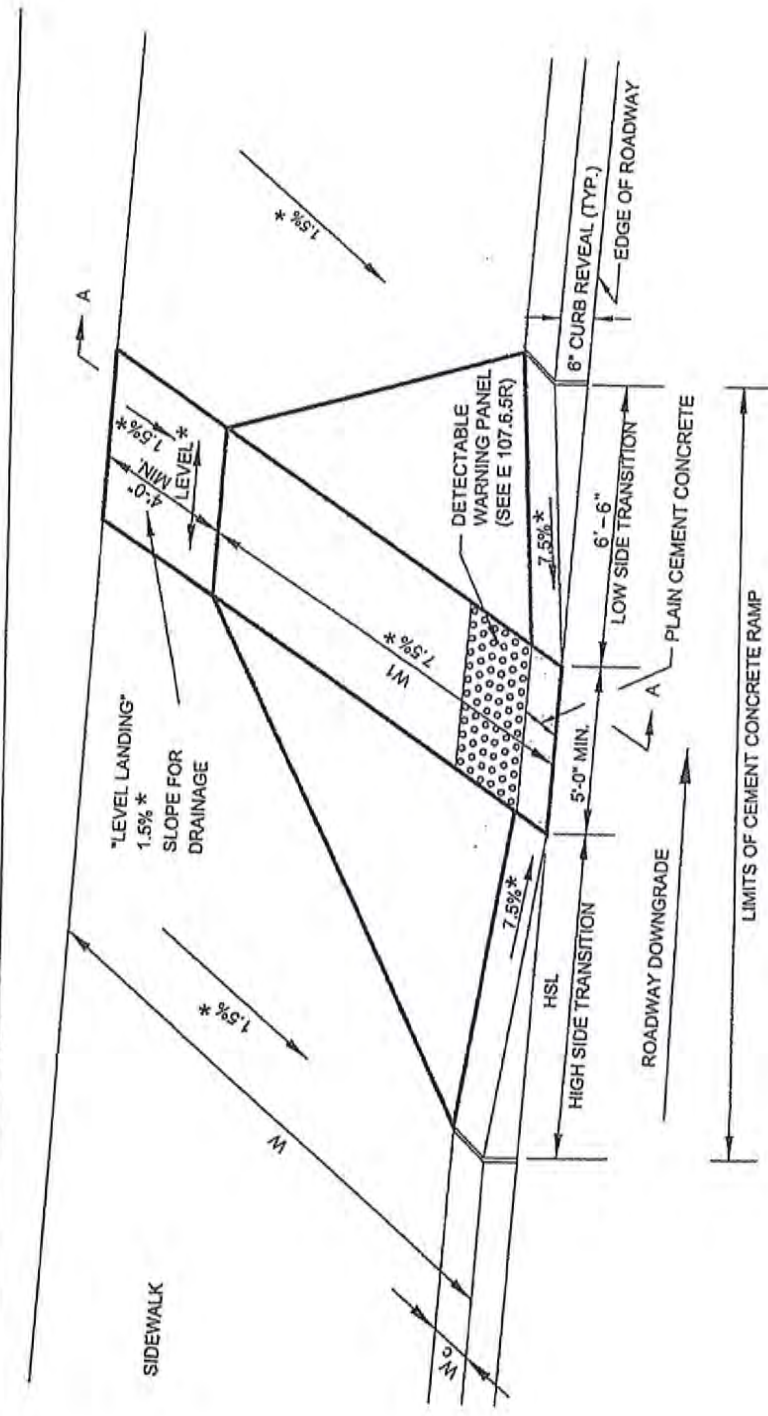
**LEGEND**

- HSL = HIGH SIDE TRANSITION LENGTH (SEE E 107.9.0R)
- W = SIDEWALK WIDTH
- W<sub>c</sub> = CURB WIDTH
- CC = CEMENT CONCRETE
- \* = TOLERANCE FOR CONSTRUCTION ±0.5%
- USABLE SIDEWALK WIDTH PER AAB = W-W<sub>c</sub>
- USABLE SIDEWALK WIDTH PER AAB IS NOT TO BE LESS THAN 4'0"
- SEE E 107.6.5R FOR DETAILS OF DETECTABLE WARNING PANEL



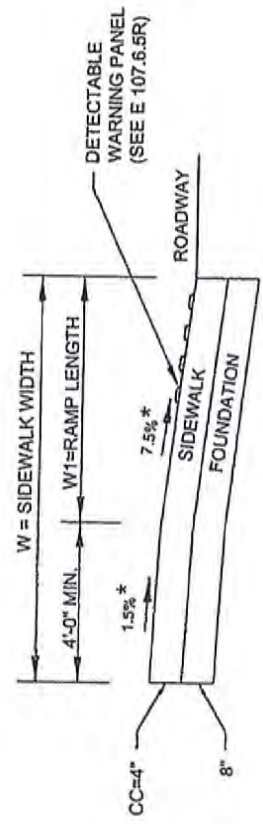
**WHEELCHAIR RAMP  
ON NARROW SIDEWALK  
WITH DETECTABLE WARNING PANEL**

DATE OF ISSUE	JUNE 2014
DRAWING NUMBER	<b>E 107.2.1</b>



**LEGEND**

- HSL = HIGH SIDE TRANSITION LENGTH (SEE E 107.9.0R)
  - W = SIDEWALK WIDTH
  - W<sub>C</sub> = CURB WIDTH
  - W<sub>1</sub> = PERPENDICULAR RAMP LENGTH
  - C<sub>c</sub> = CEMENT CONCRETE
  - \* = TOLERANCE FOR CONSTRUCTION ±0.5%
- USABLE SIDEWALK WIDTH PER AAB = W-W<sub>C</sub>  
 RAMP LENGTH, W<sub>1</sub> = W-4'-0" Min

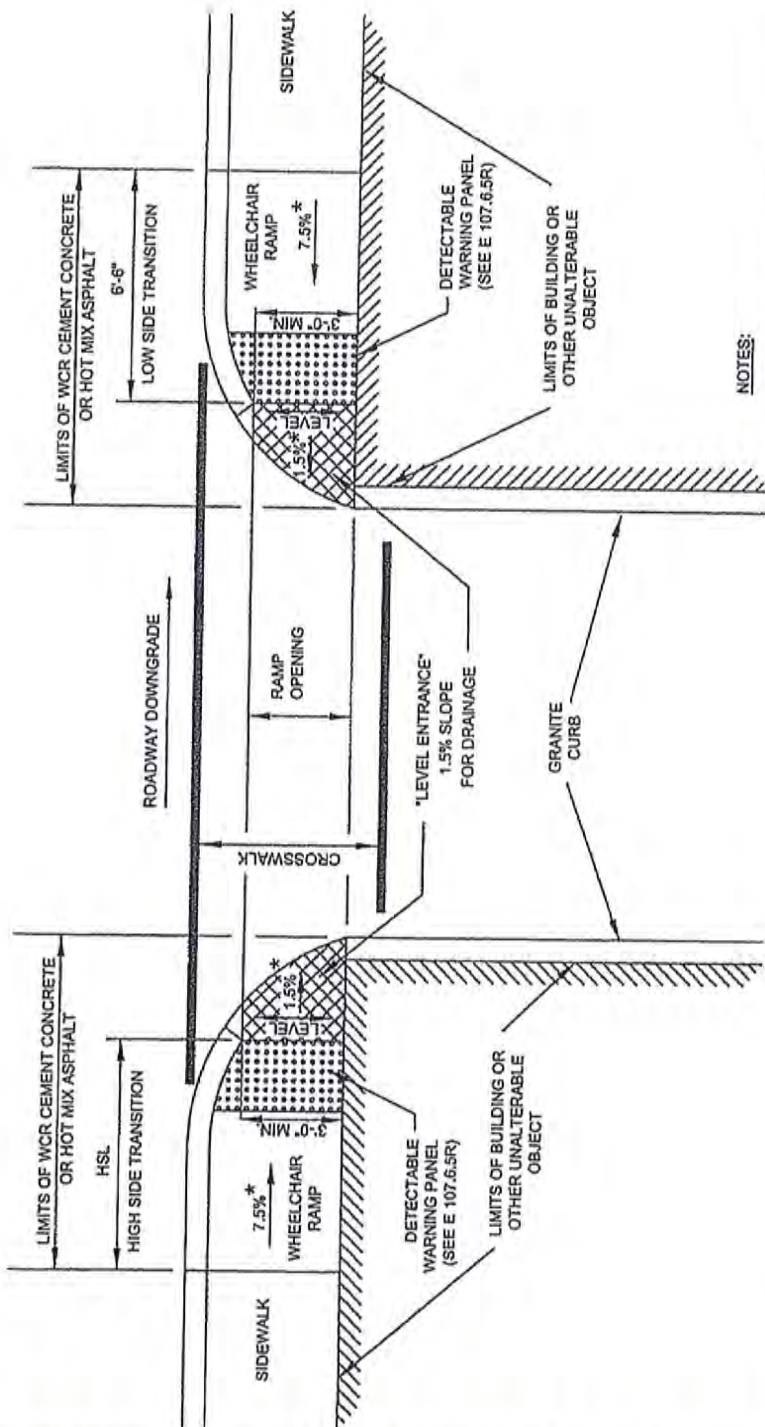


SECTION A-A



**WHEELCHAIR RAMPS  
 GREATER THAN 12'-4" SIDEWALK**

DATE OF ISSUE	JUNE 2014
DRAWING NUMBER	<b>E 107.3.0</b>



**NOTES:**

DETECTABLE WARNING PANEL LOCATED NOT LESS THAN 6" OR MORE THAN 24" FROM ROADWAY EDGE (GUTTER LINE). TRUNCATED DOMES TO BE ALIGNED WITH DIRECTION OF TRAVEL

FOR DETAILS OF TRUNCATED DOMES SEE DRAWING E 107.6.5R.

ROADWAY GUTTER, AND FIRST 6" OF SIDEWALK TO BE ADJUSTED FOR FIELD CONDITIONS.

**LEGEND**

HSL = HIGH SIDE TRANSITION LENGTH (SEE E 107.9.0R)

\* = TOLERANCE FOR CONSTRUCTION ±0.5%

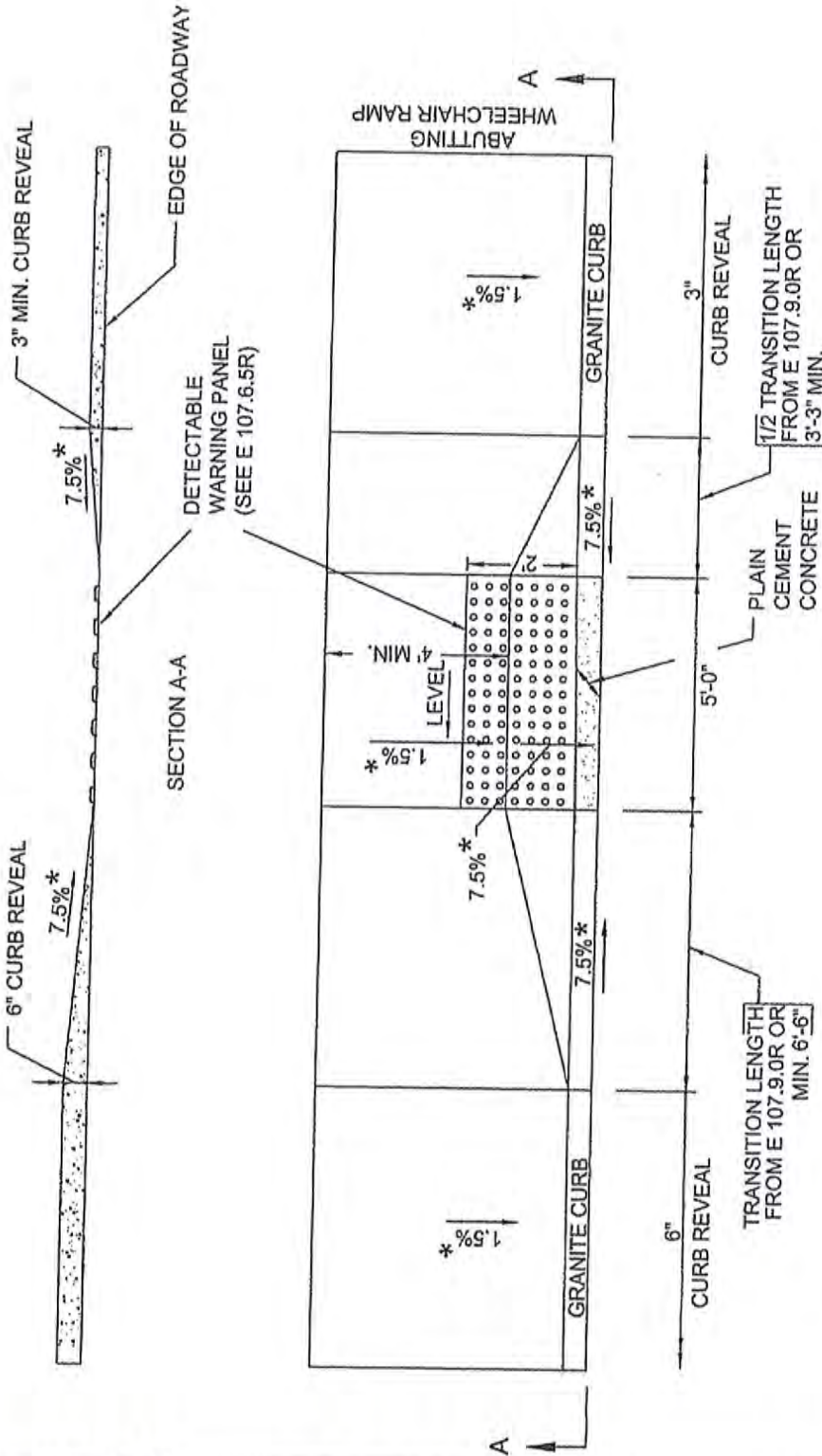


**WHEELCHAIR RAMP FOR ONE CONTINUOUS DIRECTION OF PEDESTRIAN TRAVEL**

DATE OF ISSUE  
JUNE 2014

DRAWING NUMBER  
**E 107.6.0**





**WHEELCHAIR RAMP  
 WITH 3" CURB REVEAL**

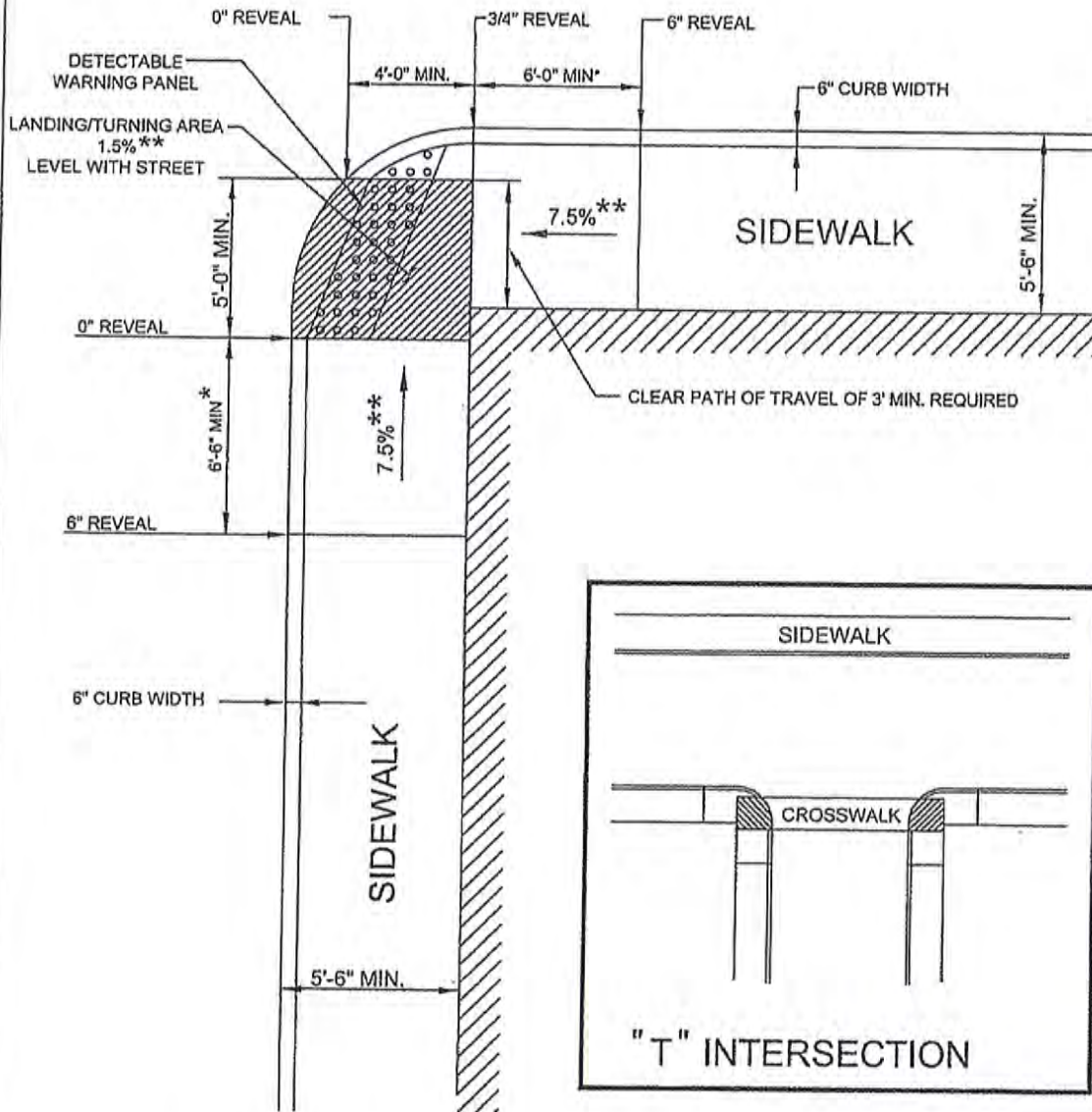
DATE OF ISSUE  
 JUNE 2014

DRAWING NUMBER  
**E 107.6.3**


**LEGEND**

HSL = HIGH SIDE TRANSITION LENGTH  
 SEE E 107.9.0R

\* = TOLERANCE FOR CONSTRUCTION ±0.5%



**LEGEND**

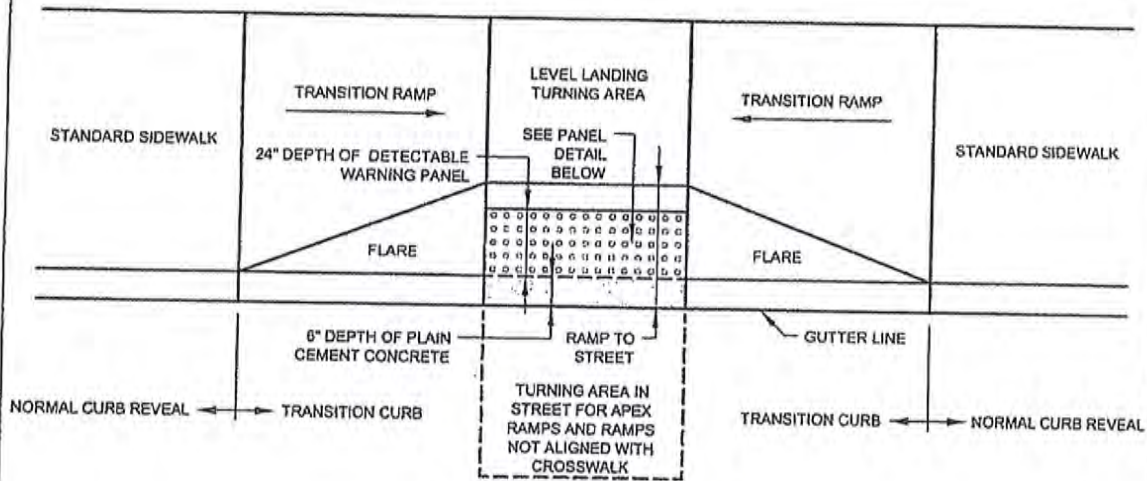
 BUILDING OR OTHER UNALTERABLE CONDITION

\* TRANSITION LENGTH SHOWN IS MINIMUM.  
(SEE E 107.9.0R)

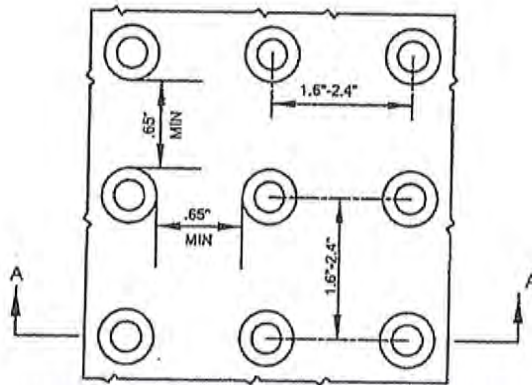
\*\* TOLERANCE FOR CONSTRUCTION ±0.5%

**NOTE:**

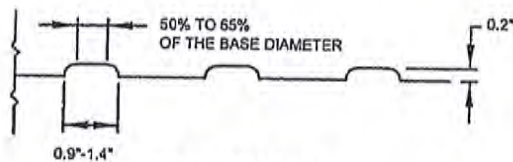
ROADWAY, GUTTER, AND FIRST 6"  
OF SIDEWALK TO BE ADJUSTED  
FOR FIELD CONDITIONS



**TYPICAL INSTALLATION**



**DETAIL OF DETECTABLE WARNING PANEL**



**SECTION A-A**

**NOTE:**

PANELS MAY BE CONCRETE PRECAST OR CAST IN PLACE OR OTHER SUITABLE MATERIAL PERMANENTLY APPLIED TO THE RAMP. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT WALKING SURFACES EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT.



**DETECTABLE WARNING PANEL FOR WHEELCHAIR RAMPS AND STANDARD RAMP TERMINOLOGY**

DATE OF ISSUE  
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DRAWING NUMBER  
**E 107.6.5**

## ATTACHMENT 4

### RESTRICTED STREETS

The following list of streets have restricted hours. No work shall be performed on restricted streets between the hours of 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m. This CONTRACT may or may include work on the streets listed below.

#### Streets with restricted work hours

Bacon Street

Bear Hill Road

Beaver Street

High Street

Lexington Street

Linden Street

Main Street

Maple Street

Newton Street

Pine Street

Prospect Street

River Street

Second Avenue

Smith Street

South Street

Stow Street

Totten Pond Road

Trapelo Road

Waverly Oaks Road

Weston Street

Winter Street

Wyman Street