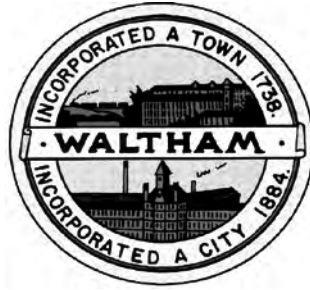


# The City of Waltham



**Invites  
Interested Parties  
To propose the best Proposal  
For the service or product herewith described:**

**DEMOLITION OF THE  
WAYSIDE TRAIL, CITY OF WALTHAM PORTION,**

**Proposal Due: 1:30 PM on November 20, 2018**

**Pre-Bid Meeting & Site Inspection: 1:30 PM November 14, 2018.**

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

**Last day for written questions: 12:00 Noon November 15, 2018**

(via email only to [jpedulla@city.waltham.ma.us](mailto:jpedulla@city.waltham.ma.us))

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# **DIVISION 00**

SECTION 00010

INVITATION TO BID

**Demolition, Wayside Trail, Waltham Portion**

Location of Work: City of Waltham Massachusetts. Sealed Bids for construction of the **Demolition, Wayside Trail, Waltham Portion** will be received by Joseph Pedulla, CPO, Purchasing Department 610 Main Street Waltham, Massachusetts until **1:30 p.m., Tuesday November 20, 2018** at which time and place all bids will be publicly opened and bids read aloud. Bids submitted after this time will not be accepted. In addition to the scope of work specified in this document, the contractor shall comply with the following:

1. No railroad artifacts shall be removed from the site, all existing features shall be preserved and protected. See Picture of the type of artifacts to be preserved at the end of this document. At the discretion of the City, artifacts may be preserved as it deems necessary.

2. Contractor shall walk the site with the City Representative prior to removals of the rail and timbers shown on the plans. Railroad artifacts to be preserved will be highlighted before any work begins.

3. There are two locations (sheet # 8 & sheet #11) where sections of rail are to remain on site. The 1st location is approximately 200' of track at Elson Road and Hammond Street, directly behind the old depot. The 2nd location will be approximately 30' of track east of Bacon Street that has a bumper stop. The Contractor shall Remove and Replace the bumper stops East of Bacon Street off the existing rails and ties

Contract Documents may be obtained by visiting the City's web site at [www.city.waltham.ma.us/open-bids](http://www.city.waltham.ma.us/open-bids) after 4.00 pm October 31, 2018.

**BID SECURITIES** shall be in amount of 5% of the bid and in the form of a certified check drawn upon a bank within the State of Massachusetts or a bid bond executed by a surety company authorized to do business in Massachusetts, made payable to the **OWNER**.

The successful bidder must furnish a 100% PERFORMANCE and PAYMENT BOND and will be required to execute the Contract Agreement within five (5) days following notification of the acceptance of his Bid. The OWNER reserves the right to reject any or all bids, to accept any bid, to waive any informality on bids received, and to omit any item or items deemed advisable for the best interests of the OWNER. The award of the contract may be contingent upon the appropriation of funds from City Council Meeting. All costs associated with the preparation of the bids shall be the responsibility of the bidder, regardless of whether or not the Contract is award.

END OF SECTION

---

**Section 00 10 00****INSTRUCTIONS FOR BIDDERS****1. READ ALL DOCUMENTS.**

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

**2. FORMS AND ATTACHMENTS.**

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

**3. PRINTED OR TYPED RESPONSE.**

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

**4. CORRECTIONS.**

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

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

**5. PRICE IS ALL INCLUSIVE.**

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

**6. PRICE DISCREPANCY.**

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

**7. EXCEPTIONS**

No Exceptions will be acceptable to the City. The City's intent is to purchase precisely what is specified in the document.

**8. BID DEPOSITS.**

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

**9. WITHDRAW.**

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

**10. AWARD.**

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

**11. AWARD CRITERIA.**

Qualified and responsive proposals will be evaluated based on the following rating, which will apply to all Price, Technical, Experience and Compliance requirements.

**12. DISCOUNTS.**

Discounts for prompt payments, based on City Pay Day, will be considered when making awards.

**13. TAX EXEMPT.**

Purchases by the City of Waltham is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

**14. SAMPLES.**

The Waltham Purchasing Department may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so

as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. ACTIVE VENDOR LIST.

Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

16. FUNDS APPROPRIATION.

The contract obligation on behalf of the City is subject to prior appropriation of monies from the governmental body and authorization by the Mayor.

17. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.

18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE

CORPORATION INFORMATION, are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so.

19. STANDARD OF QUALITY.

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in

the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

20. MODIFICATION.

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

21. ASSIGNMENT.

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

22. DELIVERIES:

a) The Contractor shall pay all freight and delivery charges. The Waltham Purchasing Department does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.

c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Waltham Purchasing Department until such items are accepted and signed for, in good order, by the receiving department.

d) The contractor must replace, without further cost to the Waltham Purchasing Department, such damaged or non-complying items before payment will be made.



**23. LABELING.**

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.

**24. GUARANTEES.**

Unless otherwise stipulated in the specifications, durable items and installation shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

**25. SINGLE VENDOR.**

The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the Waltham Purchasing Department.

**26. BEST AND FINAL OFFER.**

The Waltham Purchasing Department reserves the right to request best and final offers from one or more bidders. Best and final offer will be exercised should the CPO deem it is in the best interest of the Waltham Purchasing Department in order to obtain the best value.

**27. BALANCED BIDDING (if Applicable)**

Bids should be made on each separate item of work shown in the BID with reasonable relation to the probable cost of doing the work included in such items, and the right is reserved to reject wholly any Bid where an item or items thereof are obviously unbalanced or appear to the CITY to be so unbalanced as to affect or to be liable to affect adversely any interests of the CITY. The attention of the Bidder is called to the fact that unbalancing of Bids may adversely affect the CONTRACTOR if certain portions of the work are increased or decreased.

**28. ORIGINAL SIGNATURES**

Where a signature is required in the bid documents, the vendor is required to place an original "wet" signature. The Certificate of Vote Authorization, Certificate of Non Collusion Certificate, Tax Compliance Certificate, Debarment Certification, Notary Public Certification and the Bid Form (price form) MUST bear an original "Wet" signature by the authorized corporate officer. Electronic signatures are not allowed or accepted.

**29. PRINTING AND ASSEMBLY BID SUBMISSION**

Bid responses shall be submitted in single page printing format. No double sided printing is accepted by the City. The response binding shall be with an appropriately sized clip binder. No staples, no metal or plastic binding is accepted.

**30. 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.

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

**Section 00 20 00**

# **Compliance**

**The documents in this section shall bear "wet" Original signatures and returned with your bid**

# Compliance

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

## Purchasing Department

City of Waltham  
610 Main Street  
Waltham, MA 02452

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

### Section Index

Check when Complete

- Non-collusion form and Tax Compliance form..... \_\_\_\_\_
- Corporation Identification Form..... \_\_\_\_\_
- Certificate of Vote Authorization..... \_\_\_\_\_
- Certificate of Insurance (showing all limits of WC &GL)..... \_\_\_\_\_
- Three (3) References..... \_\_\_\_\_
- 5% Bid Bond or Certified Check>..... \_\_\_\_\_
- Debarment Certificate ..... \_\_\_\_\_
- Prevailing Wage Certificate..... \_\_\_\_\_
- Right-to-know Law..... \_\_\_\_\_
- OSHA 10 Certificate for all Assigned Employees (MGL ch30, §39M and Ch 149) \_\_\_\_\_

**Before the commencement of the Job, the contractor must provide to the above office:**

- Performance and Payment Bonds **each** for 100% of the contract value and naming the City of Waltham

Your Company's Name: \_\_\_\_\_

Service or Product Bid \_\_\_\_\_

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

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

**CERTIFICATE OF NON-COLLUSION**

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

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

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

Wet Signature Required

**TAX COMPLIANCE CERTIFICATION**

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

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

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

**NOTE**

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

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

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

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

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

SIGNED:

(Corporate Seal)

\_\_\_\_\_  
Clerk of the Corporation:

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

---

COMMONWEALTH OF MASSACHUSETTS

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

Date:

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

Notary Public;

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

**CORPORATION IDENTIFICATION**

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

**If a Corporation:**

Incorporated in what state \_\_\_\_\_

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Federal ID Number \_\_\_\_\_

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

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

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

**If a Partnership: (Name all partners)**

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

Residence \_\_\_\_\_

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

Residence \_\_\_\_\_

**If an Individual:**

Name \_\_\_\_\_

Residence \_\_\_\_\_

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

Name of Firm \_\_\_\_\_

Name of Individual \_\_\_\_\_

Business Address \_\_\_\_\_

Residence \_\_\_\_\_

Date \_\_\_\_\_

Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

State Telephone Number \_\_\_\_\_

Today's Date \_\_\_\_\_

**PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES**

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**NOTE**

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



**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 has been printed on the reverse of this page 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.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of his or her weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those reports for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

---

**STATEMENT OF COMPLIANCE**

\_\_\_\_\_, 200\_\_\_\_\_

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

I 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 \_\_\_\_\_

Print \_\_\_\_\_

WEEKLY PAYROLL REPORT FORM

Company Name: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Awarding Auth.: \_\_\_\_\_  
 Work Week Ending: \_\_\_\_\_

Prime Contractor  
 Subcontractor  
 List Prime Contractor: \_\_\_\_\_  
 Employer Signature: \_\_\_\_\_  
 Print Name & Title: \_\_\_\_\_

Final Report

Employee Name & Address	Work Classification	(A) Hours Worked							(B) Hourly Base Wage	(C) Employer Contributions			(F) [B+C+D+E] Hourly Total Wage (prev. wage)	(G) [A*F] Weekly Total Amount	
		S	M	T	W	T	F	S		(D) Pension	(E) Supp. Unemp.				
												(C) Health & Welfare			
		(A) Tot. Hrs.													

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

**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.

---

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.

**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 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.**

SECTION 00310

BID FORM

PROJECT IDENTIFICATION: Demolition, Wayside Trail

THIS BID IS SUBMITTED TO: City of Waltham Purchasing Department  
Attn: Joseph Pedulla, Chief Procurement Officer  
Waltham City Hall  
610 Main Street  
Waltham, Massachusetts 02452

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- ARTICLE 4 – Bidder’s Certification
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- ARTICLE 6 – Time of Completion
- ARTICLE 7 – Defined Terms
- ARTICLE 8 – Bid Transmittal

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to the Owner, as identified above.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. That all, the Contract Documents have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.
- L. The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of 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 the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.
- M. The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.
- N. The Bid Security accompanying this Bid shall be in the amount of 5 percent of the Bid. The Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid.
- O. If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within ninety days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the General Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.
- P. The undersigned agrees that extra work, if any, will be performed in accordance with Contract and will be paid for in accordance with the Contract.



- Q. In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the work in its entirety in the manner and under the conditions required.
- R. The undersigned must furnish a 100 percent Performance Bond and a 100 percent Payment Bond with a surety company acceptable to OWNER.
- S. Where indicated for amounts to be shown in both words and figures, in case of discrepancy, the amount shown in words shall govern.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.
- F. The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- G. The undersigned bidder hereby certifies he/she will comply with the specific affirmative action steps contained in the equal employment opportunity/affirmative action (EEO/AA) provisions of this contract, including compliance with the disadvantaged business enterprise provisions as required under these contract provisions. The contractor receiving the award of the contract shall incorporate the EEO/AA provisions of this contract into all subcontracts and purchase orders so that such provisions will be binding upon each subcontractor or vendor.

**ARTICLE 5 – BASIS OF BID**

Sect. 003100 PRICE SHEET				10/25/2018	
Demolition, Wayside Trail, Waltham Portion					
	Estimated				Extended
Item #	QTY	Units	Description	Price	Price
102.1	2171	FT	Tree Trimming		
103	0.33	AC	Tree Clearing		
669.99	300	FT	Remove and Reset Concrete Block		
748	1	LS	Mobilization		
767.12	26040	FT	Compost Filler Tubes		
850.41	160	HR	ALLOWANCE, Police Details	\$7,000.00	\$ 7,000.00
852	72	SF	ALLOWANCE, Safety Signing	\$1,500.00	\$ 1,500.00
<b>TOTAL</b>					
<b>NOTE</b> , Police Details 850.41 and Safety Signing 852 ALLOWANCES ARE PAID FIRST BY THE CONTRACTOR AND REIMBURSED BY THE CITY by providing proof of payment					

TOTAL BID PRICE IN WORDS: \_\_\_\_\_

**ARTICLE 6 – TIME OF COMPLETION**

6.01 The undersigned hereby agrees that the Work will be **Completed Fully (Final Completion) within 90 working days** after the date of the Notice to Proceed and excluding Inclement weather days as determined by the City

**ARTICLE 7 – DEFINED TERMS**

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 8 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

By: *[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

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

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATIONS**

\_\_\_\_\_  
Social Security Number or Individual or Corporate Name  
Federal Identification Number (Print or Type)

For Certifications by: \_\_\_\_\_  
(Signature of Authorized Person)

**Signatures for Joint Ventures** For Certifications by: \_\_\_\_\_  
(Signature of Authorized Person)

For Certifications by: \_\_\_\_\_  
(Signature of Authorized Person)

END OF SECTION

**SECTION 00430**

**5% BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety, are hereby held and  
firmly bound unto the City of Waltham, Massachusetts, a municipality in the Commonwealth of  
Massachusetts in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which, well and truly to be made,  
we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and  
assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the Principal has submitted to the City,  
a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the  
“Sewer Manhole Rehabilitation - 2015 ”, for the City.

NOW THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the  
Form of Contract attached hereto (properly completed in accordance with said Bid) and  
shall furnish a bond for its faithful performance of said Contract, and for the payment of all  
persons performing labor or furnishing materials in connection therewith, and shall in all  
other respects perform the agreement created by the acceptance of said Bid, then this  
obligation shall be void, otherwise the same shall remain in force and effect; it being  
expressly understood and agreed that the liability of the Surety for any and all claims  
hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its  
bond shall in no way be impaired or affected by any extension of the time within which the Owner may  
accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of  
them as are corporations have caused their corporate seals to be hereto affixed and these presents to be  
signed by their proper officers, the day and year first set forth above.

SEAL

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_

SEAL

\_\_\_\_\_  
(Surety)

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

**Section 00 52 00**

**AGREEMENT  
CITY OF WALTHAM**

ARTICLE 1. This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

---

hereinafter called the CONTRACTOR.

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

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

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

Date for final completion of the project is **90 days** from the date of the Notice to Proceed.

Actual construction activity will commence on or about the date of the Notice-to-Proceed (NTP).

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

CITY OF WALTHAM, MASSACHUSETTS

**FOR THE CITY**

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

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

\_\_\_\_\_  
Catherine Cagle, Planning Director  
Date: \_\_\_\_\_

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

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

I CERTIFY THAT SUFFICIENT FUNDS  
ARE AVAILABLE FOR THIS CONTRACT

**FOR THE COMPANY**

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

**SECTION 00 50 10**

**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 00700**

**STANDARD GENERAL CONDITIONS**

**1. INFORMATION**

All information shall come from the Office of the City Purchasing Agent. The Contractor shall inquire at this office for any information needed. Wherever the words “or equal as approved” are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

**2. SUITS**

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

**3. LAWS AND REGULATIONS**

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

**4. PROTECTION OF PROPERTY**

The Contractor shall take all proper precautions to protect the City’s property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

**5. PROTECTION OF PERSONS**

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

**6. INSURANCE**

A. **WORKMAN’S COMPENSATION:** The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

B. **COMPREHENSIVE GENERAL LIABILITY**

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

C. **AUTOMOBILE (VEHICLE) LIABILITY**

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

D. **UMBRELLA POLICY**

General liability	\$2,000,000
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Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: **“The City of Waltham is a Named Additional Insured for all Insurance”**. The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent

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

**7. LABOR AND MATERIALS BOND**

The Contractor agrees to execute and deliver to the City, a Performance Bond and a Labor and Materials Bond equal to 50% of the contract value. This contract shall not be in force until said bond has been delivered and accepted by the City. Bond to be issued by a company licensed by the Commonwealth of Massachusetts.

A LETTER FROM A SURETY COMPANY CERTIFYING THAT THE CONTRACTOR IS QUALIFIED AND CAPABLE OF OBTAINING THE ABOVE BONDS MUST BE INCLUDED WITH HIS/HERS BID.

**8. PERSONNEL:**

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

**9. PREVAILING WAGES**

The Contractor is required to pay the prevailing wages as determined under the provisions of Chapter 149, Sections 26 and 27D of the Massachusetts General Laws, including the submission of weekly payrolls to the awarding authority. Copies of the Prevailing Wage Schedule is found on line at [www.city.waltham.ma.us/open-bids](http://www.city.waltham.ma.us/open-bids)

**10. MATERIALS**

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

**11. TERMINATION OF CONTRACT**

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

**12. CONTRACT OBLIGATIONS**

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

**13. BIDDER EXPERIENCE EVALUATION**

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

**14. NOT-TO-EXCEED AMOUNT**

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have

been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

**16. FINANCIAL STATEMENTS.**

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

**17 BREACH OF CONTRACT/ NON PERFORMANCE**

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

**18 RIGHT TO AUDIT**

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

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

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

**20. BID OPENING INCLEMENT WEATHER**

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

**21 FUNDS APPROPRIATION.**

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

**22 THE AWARING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.**

**END OF SECTION 00700**

**SECTION 00710**

PREVAILING WAGE SCHEDULE

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

SECTION 00821

PERMITS

PART 1      GENERAL

1.01      CONTRACT DOCUMENTS

- A.      The general provisions of the Contract, including General and Supplemental Conditions and General Requirements, apply to the work specified in this section.

1.02      PERMITS

- A.      The Contractor shall be responsible for obtaining and complying with all permits required of his equipment, work force, or particular operations (such as blasting and fuel storage permits, etc.) in the performance of the Contract. All costs associated with obtaining permits will be included in the price of the work.
- B.      If included as part of this project, The Contractor shall be responsible for complying with requirements of the Local Conservation Commission and the Cambridge Watershed Protection District. All costs associated with complying with the conditions will be included in the price of the work.
- C.      The Contractor shall be responsible for obtaining and complying with the requirements of the Street Opening and Trench Permits required by the City Department of Public Works in the performance of the Contract. All costs associated with complying with the conditions of the permits will be included in the price of the work. All costs associated with obtaining permits will be waived by the City.

END OF SECTION



# **Division 1**

## **Technical Specifications**

**WALTHAM COMPONENT OF THE WAYSIDE TRAIL –  
DEMOLITION AND SITE PREPARATION**

**DESCRIPTION OF WORK:**

This contract shall be for the overall purpose of removing existing rails and ties along the abandoned Mass Central railroad ROW, to provide a site prepared for the construction of a multi-use trail. The project limits extend 2.70 linear miles from the east side of the 1265 Main development to the west side of Beaver Street, as indicated in the Plans. Rails and ties will be removed for this full length, minus 6 at-grade roadways and a few hundred feet east of Hammond Street which has been buried.

Elements necessary to perform this work include:

- Tree trimming
- Tree protection
- Tree clearing
- Laying of compost filter sock
- Protection of waterways
- Access using police details
- Additional traffic management as necessary

Work shall be performed using equipment and methods that are minimally invasive, with a primary goal of maintaining existing tree stands and vegetation to the extent possible.

The Contractor shall remove rails and ties for a complete section before advancing to subsequent sections. It is assumed that work shall commence west to east, with sections consisting of each stretch between two at-grade crossings. If alternate phasing is desired, the Contractor shall submit to the City a phasing plan for approval.

**ITEM 102.1  
TREE TRIMMING**

**DESCRIPTION:** The work shall include trimming trees throughout the project to provide adequate clearance for construction equipment to access the site.

**CONSTRUCTION METHODS:** Only a qualified arborist shall undertake any tree work.

The maximum allowable horizontal and vertical limits of trimming are as follows unless otherwise approved by the City Tree Warden – 8’ off track center and 15’ vertically, or as otherwise shown on the plans; however the Contractor may choose to trim less than the maximum areas if all contract work can be done without damaging existing trees and branches. If the Contractor elects not to cut to the maximum limits and is later unable to perform his work without damage to limbs, the City Representative will direct that work be stopped and additional trimming be performed. Any damaged limbs remaining at the end of the project shall be pruned.

All trimming shall be done according to standard accepted pruning practices. All trimmed material shall be removed from the site and disposed of in an approved location. Debris shall not be deposited anywhere

on the project site or within the limits of the future Wayside Trail work and must be removed and disposed of away from the project. Plans for the future Wayside Trail work are available from the City.

METHOD OF MEASUREMENT: Measurement for this item shall be by the foot of Tree Trimming approved by the Tree Warden.

BASIS OF PAYMENT: Payment shall be paid by the foot and shall be compensation for all labor equipment and materials necessary to complete the work specified above.

### **ITEM 102.5 TREE PROTECTION**

DESCRIPTION: Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting/breaking, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.

The intent of the contract through these items is to prevent damage to branches, limbs, trunks and root systems of existing individual trees to remain and to ensure their survival. Provisions under this item include procedures or protection measures to prevent soil and root disturbance for those trees near the work zone. Unless explicitly shown on the plans, the Contractor shall not conduct any construction activity within four (4) feet of the canopy (drip line) of trees to be retained. Prohibited activities include, but are not limited to, vehicle movement, excavation, staging and storage of materials or equipment.

Prior to starting site demolition or clearing operations, the Contractor shall flag all trees to be saved, as noted on the Plans. Other trees and/or quality vegetation not on the Plans but within the work zone shall also be flagged in the field by the City Tree Warden. The Contractor shall receive approval by the City Representative before beginning demolition.

The Contractor shall be responsible for the protection of all existing trees designated to remain for the length of the construction period and be protected, including liability for all damages as specified herein.

The Contractor shall protect all existing trees and plants within and immediately adjacent to the construction area that are not designated to be removed for the length of the Contract.

The Contractor shall make recommendations as to specific work to be done on each tree. The City Tree Warden will have the final decision as to the work to be done on each tree, and on the methods used to do the work.

Prior to execution of work the Contractor shall walk the entire length of the project with the City Representative and the City Tree Warden.

CONSTRUCTION METHODS: Only a qualified arborist shall undertake any tree work.

Prune and repair trees and vegetation indicated to remain that are damaged by construction operations, in a manner acceptable to the City.

To avoid damage to trees, which have part of their root systems in areas designated for excavation, such excavation shall be accomplished as carefully as possible by handwork or as directed by the City Tree Warden.

Where construction activities abutting the identified trees are required, the Contractor shall place a protective layer of wood chip mulch to a depth of six (6) inches to protect the root system from construction equipment. Wood chips shall conform to provisions of Wood Chip Mulch under Materials Section M6.04.3. The Contractor shall also tie back or otherwise protect branches and limbs from damage. Where excavation or embankment abutting the identified trees is required, the Contractor shall use equipment and methods that shall minimize damage to the tree roots, as per the recommendations of the arborist. Excavation operations in these areas shall be monitored by the arborist to ensure that the impact to the root systems is held to a minimum.

Any tree roots exposed by construction activities shall be covered and watered immediately. Exposed tree roots shall be immediately recovered with soil.

#### Completion of Work

After all demolition/site preparation activities are complete within a given area, branches shall be untied.

#### Tree Damage

The Contractor shall be held responsible for the health and survival of the existing trees in the immediate vicinity of the construction area. Damage that, in the City Tree Warden's opinion, can be remedied by corrective measures shall be repaired immediately. Broken limbs shall be pruned according to industry standards. Wounds shall not be painted. Existing trees which, in the opinion of the City Tree Warden, are damaged as a result of the Contractor's operations shall be assessed at a minimum cost of one hundred and fifty dollars (\$150.00) per caliper inch at breast height, in accordance with the "Guide for Establishing Values of Trees and Other Plants." Assessed damages shall be deducted from sums payable under the Construction Contract.

#### Protection from Staging

To avoid compaction of existing roots, the stockpiling of heavy equipment, debris or construction material within the protected tree root zone area and/or drip line of designated protected trees is strictly prohibited. No plants shall be used for crane stays, guys or their fastenings. Upon notification by the City Representative, any material placed in this unauthorized zone shall be removed immediately. If access is required in drip zones, a 4-inch depth of wood chips, seasoned at least one year, shall be installed to reduce compaction. If determined by the City Representative in consultation with the Tree Warden, that damage has occurred, the Contractor shall be required to undertake corrective measures including but not limited to aeration, fertilization, and watering. The securing of signs, barricades, temporary wire, cable and other materials to trees is prohibited.

#### Protection from Excavation

The Contractor shall take due care to protect aerial branches from damage while performing work within the site. All low branching trees shall be protected from equipment damage and disturbance. Alternative operations shall be utilized to preserve smaller trees where required.

The arborist shall be present during excavation within the tree drip zone areas and shall determine the best method for excavation around existing tree roots in coordination with the City Tree Warden. Excavation in drip zone areas where roots are present shall not cause the tearing or ripping of tree roots. Roots shall first be cleanly severed prior to continuing with the excavation, or otherwise avoided to prevent damage to the root. Tree roots shall not remain exposed. Root ends shall be covered within two hours of exposure with soil.

If roots greater than 3 inches are encountered, the Contractor shall take precautions to ensure no damage is done to the tree roots. Under no circumstances shall tree roots measuring 3 inches or greater be cut without prior approval of the City Tree Warden. The City Tree Warden shall be notified 48 hours prior to excavation within drip lines of trees.

Broken or torn branches shall be removed back to the nearest lateral branch. The cut shall be made at the branch collar. The indiscriminate lopping off of a damaged branch shall not be accepted. All pruning tools shall be cleaned between trees to reduce the spread of disease and insects.

BASIS OF PAYMENT: Work under this item is considered incidental to the overall task. No separate payment will be made for Tree Protection.

### **ITEM 103 TREE CLEARING**

DESCRIPTION: The Contractor shall mark for approval trees in the way of performing the designated task. Trees shall be marked in the field at the base of the tree with a red "x". The Contractor shall not be permitted to cut any other trees than those clearly marked and agreed upon with the Tree Warden.

CONSTRUCTION METHODS: Trees as marked and approved shall be felled, cleared and disposed.

Clearing shall include the felling, cutting, and satisfactory disposal of all trees and vegetative debris produced through the clearing operations.

Fell trees in such a way as to not injure trees to be saved. Excavation or grading within the branch spread of trees to be saved shall be performed only under the direction of the City Tree Warden unless otherwise directed.

Existing Stumps to Remain: Contractor shall cut trees a few inches above the ground and leave existing stumps, unless it interferes with the removal of the rail and ties. Additional cutting or stump removal must be approved by the City Representative. Resulting holes shall be filled with ordinary borrow. Stumps and debris shall be legally disposed of off-site.

The Contractor shall note the location of all utilities and ensure there is no impact to existing structures or lines. Any impacts to utilities shall be repaired at the Contractor's expense.

METHOD OF MEASUREMENT: Measurement for this item shall be by the acre of Tree Clearing.

BASIS OF PAYMENT: Payment shall be paid by the acre and shall be compensation for all labor equipment and materials necessary to complete the work specified above, including, but not limited to, marking, felling, clearing and disposal.

### **ITEM 180.99 REMOVAL & DISPOSAL OF RAILS AND TIES**

DESCRIPTION: Work under this item shall include the removal and disposal/salvaging of all railroad rails, appurtenances and associated ties as indicated on the Plans and as directed by the City Representative.

The rail ties are suspected to be treated with creosote or similar preservatives. This item shall include all sampling, laboratory testing, loading, transportation and appropriate disposal of the treated wood. The Contractor is required to submit disposal manifests to the City Representative prior to the completion of the project. All aspects of this Item are to be completed in accordance with state and federal regulations.

CONSTRUCTION METHODS: The Contractor shall provide for the protection of the waterways and adjacent areas during removal of the rails and ties on existing structures. This shall be accomplished by the utilization of adequate shielding placed beneath and adjacent to the existing structure prior to demolition. The Contractor shall not allow debris, tools, or incidental equipment of any kind to swing over areas where vehicular or pedestrian traffic exists.

Debris from construction must be carefully contained within the work zones and prevented from falling into the waterways or on roadways (Linden Street) below. No foreign material or debris resulting from the Contractor's operations shall be permitted to enter or remain in the waterways. The Contractor shall be required to remove any debris generated from construction from the site immediately and to restore portions of the site affected by the operation to their original undisturbed condition or better. Removal of debris generated by demolition and construction will be performed at the Contractor's own expense. The Contractor shall be responsible for dust control as a result of the demolition operations.

The Contractor shall be responsible for adequately protecting any existing utility lines during his operations. If any utilities are damaged due to the Contractor's negligence, he shall make repairs at his own expense.

The Contractor shall be solely responsible for maintaining the stability of the existing structures at all times during the demolition and construction operations.

All material and debris shall become the property of the Contractor and shall be recycled, reused or disposed of in accordance with all applicable local, state and federal requirements.

BASIS OF PAYMENT: No separate payment will be made for the removal and off-site disposal of rails and ties, due to the monetary value of the rails themselves which will become property of the Contractor.

#### **ITEM 767.12 COMPOST FILTER TUBES**

DESCRIPTION: The purpose of this item is to provide a linear, compost-filled tube for filtering suspended sediments from storm water flow. Compost filter sock shall be placed adjacent to the work area, ideally 8' maximum off the center of rail to minimize clearing. This item shall conform to the requirements of Section 751 and 767 of the Standard Specifications and the following:

MATERIALS: Material for the filter tubes shall be compost meeting M1.06.0, except that no manure or bio-solids shall be used. In addition, no kiln-dried wood or construction debris shall be allowed. Particle size analysis: 98% shall pass through a 3-inch (75mm) sieve; 30-50% shall pass 3/8 inches (10mm) sieve.

Tubes for compost filters shall be a minimum of 12 inches (300 mm), a maximum of 18 inches (450mm) in diameter. Tube material shall be a knitted mesh with 1/8" - 3/8" (3-10 mm) openings and made of biodegradable (cotton or jute) materials. Photodegradable fabric may be used; however, photodegradable fabric must be removed and disposed of by the Contractor, at his expense, at the end of the contract. Additional tubes shall be used at the direction of the City Representative.

Stakes for anchors, if required, shall be nominal 2 x 2 stakes.

CONSTRUCTION METHODS: Tubes of compost may be filled on site or shipped. Tubes shall be placed, filled and staked in place as required to ensure stability against water flows. All tubes shall be tamped to ensure good contact with soil. Stakes shall not puncture compost tubes.

The Contractor shall ensure that the filter tubes function as intended at all times. Tubes shall be inspected after each rainfall and at least daily during prolonged rainfall. The Contractor shall immediately correct all deficiencies, including, but not limited to, washout, overtopping, clogging due to sediment, and erosion. The Contractor shall review location of tubes in areas where construction activity causes drainage runoff to ensure that the tubes are properly located for effectiveness. Where deficiencies exist, such as overtopping or wash-out, additional staking or compost material shall be installed as directed by the City Representative. The Contractor shall remove sediment deposits as necessary to maintain the filters in working condition. The functional integrity of filter tubes shall be maintained in sound condition at all times. Filter tubes that are decomposing, cut, or otherwise compromised shall be repaired or replaced as directed by the City Representative and be incidental to this item.

Filter tube fabric and stakes shall be removed by the Contractor when site conditions are sufficiently stable to prevent surface erosion, and after receiving permission to do so from the City Representative. All biodegradable tube fabric shall be cut and laid flat in place to decompose on-site at the direction of the City Representative. Tube fabric that is not decomposing satisfactorily shall be removed and disposed off-site by the Contractor. At the direction of the City Representative, the Contractor may rake out and seed compost so that it is no greater than 2 inches (50 mm) in depth on soil substrate.

METHOD OF MEASUREMENT: Measurement for this item shall be by the foot of Compost Filter Tube installed, approved, and maintained in place.

BASIS OF PAYMENT: Payment shall be paid by the foot and shall be compensation for all labor equipment and materials necessary to complete the work specified above, including, but not limited to, stakes and tube fabric, compost mulch wedge along top of tubes, removal and disposal of fabric and stakes, raking and seeding of compost.

# **Division 2**

## **Site Work**



# CITY OF WALTHAM

## PLAN AND PROFILE OF WAYSIDE TRAIL

### IN THE CITY/TOWN OF WALTHAM MIDDLESEX COUNTY

FEDERAL AID PROJECT NO.

# DEMOLITION/SITE PREPARATION

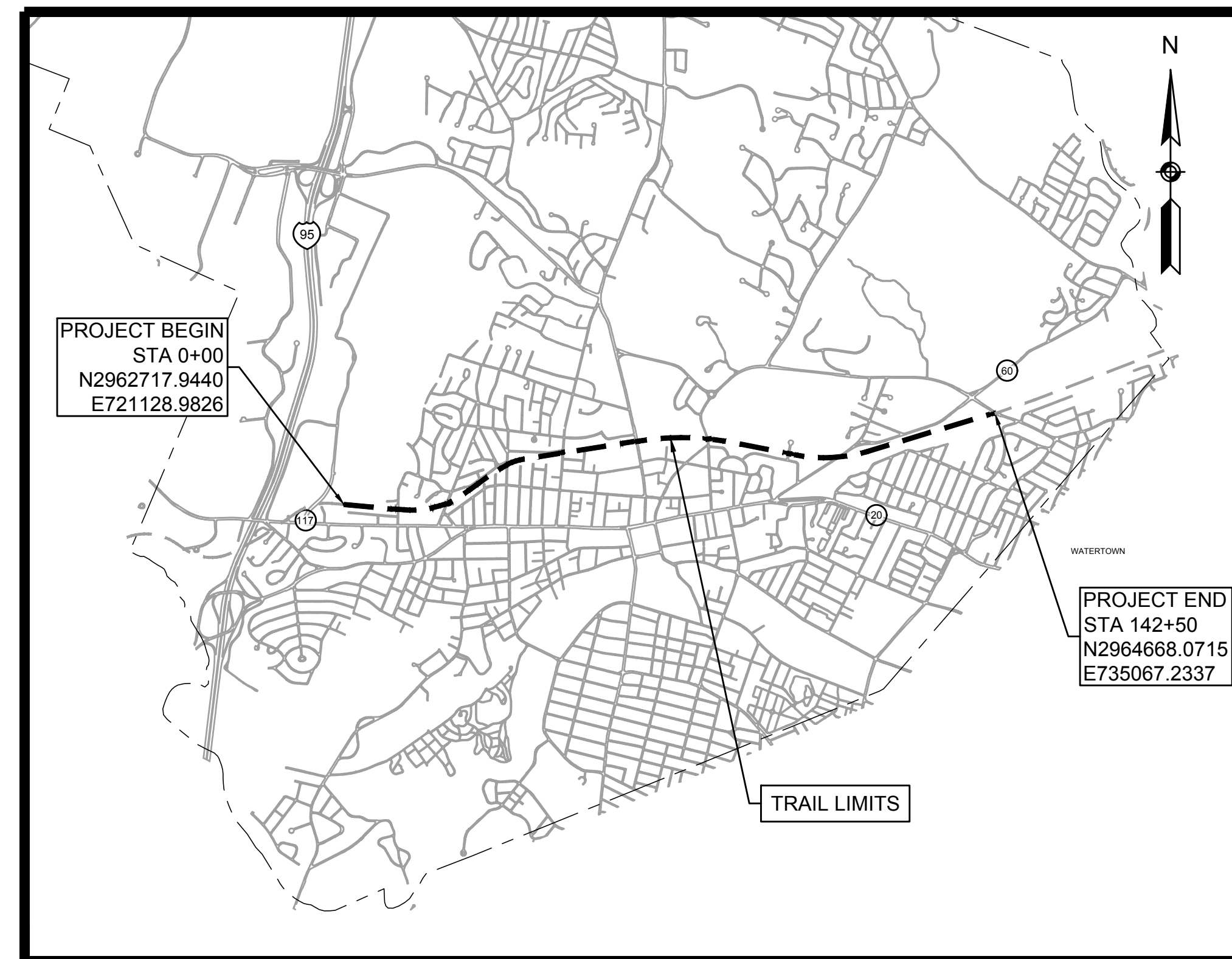
#### WALTHAM WAYSIDE TRAIL

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	01	26
PROJECT FILE NO.		17112.00	

TITLE SHEET AND INDEX

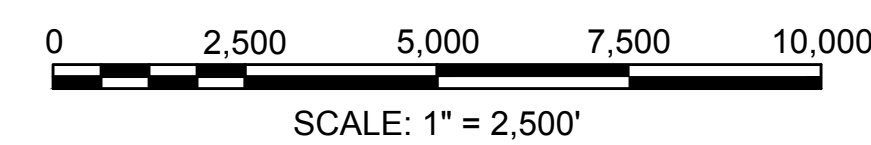
THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 1988, AS AMENDED, THE SUPPLEMENTAL SPECIFICATIONS DATED JULY 1, 2015, THE DECEMBER 2016 CONSTRUCTION STANDARD DETAILS, THE 2015 OVERHEAD SIGNAL STRUCTURE AND FOUNDATION STANDARD DRAWINGS, MASSDOT TRAFFIC MANAGEMENT PLANS AND DETAIL DRAWINGS, THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS WITH MASSACHUSETTS AMENDMENTS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, WILL GOVERN.

INDEX	
SHEET NO.	DESCRIPTION
01	TITLE SHEET AND INDEX
02	LEGEND & ABBREVIATIONS
03 - 26	DEMOLITION PLAN 1 TO 24



#### DESIGN DESIGNATION (WAYSIDE TRAIL)


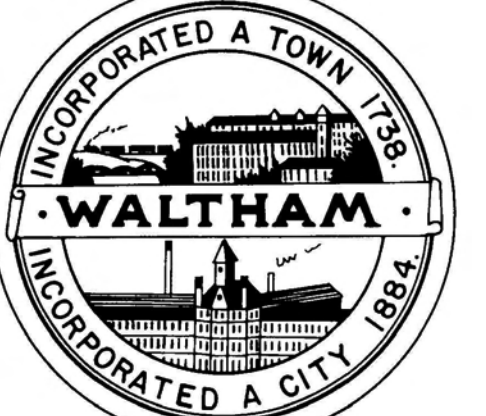
DESIGN SPEED	18 MPH
ADT (2017)	4,100
ADT (2037)	4,293
K	9%
D	
T (PEAK HOUR)	0%
T (AVERAGE DAY)	0%
DHV	387
DDHV	
FUNCTIONAL CLASSIFICATION	MULTI-USE PATH



LENGTH OF PROJECT = 14,250 FEET = 2.7 MILES

OCTOBER 2018

DATE	DESCRIPTION	REV #

 <b>PARE</b> PARE CORPORATION ENGINEERS - SCIENTISTS - PLANNERS 8 BLACKSTONE VALLEY PLACE LINCOLN, RI 02865 401-334-4100	
DIVISION ADMINISTRATOR _____ DATE _____	CITY OF WALTHAM MAYOR _____ DATE _____

GENERAL SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
[Symbol]	[Symbol]	JERSEY BARRIER
[Symbol]	[Symbol]	CATCH BASIN
[Symbol]	[Symbol]	CATCH BASIN CURB INLET
[Symbol]	[Symbol]	FLAG POLE
[Symbol]	[Symbol]	GAS PUMP
[Symbol]	[Symbol]	MAIL BOX
[Symbol]	[Symbol]	POST SQUARE
[Symbol]	[Symbol]	POST CIRCULAR
[Symbol]	[Symbol]	WELL
[Symbol]	[Symbol]	ELECTRIC HANDHOLE
[Symbol]	[Symbol]	FENCE GATE POST
[Symbol]	[Symbol]	GAS GATE
[Symbol]	[Symbol]	BORING HOLE
[Symbol]	[Symbol]	MONITORING WELL
[Symbol]	[Symbol]	TEST PIT
[Symbol]	[Symbol]	HYDRANT
[Symbol]	[Symbol]	LIGHT POLE
[Symbol]	[Symbol]	COUNTY BOUND
[Symbol]	[Symbol]	GPS POINT
[Symbol]	[Symbol]	CABLE MANHOLE
[Symbol]	[Symbol]	DRAINAGE MANHOLE
[Symbol]	[Symbol]	ELECTRIC MANHOLE
[Symbol]	[Symbol]	GAS MANHOLE
[Symbol]	[Symbol]	MISC MANHOLE
[Symbol]	[Symbol]	SEWER MANHOLE
[Symbol]	[Symbol]	TELEPHONE MANHOLE
[Symbol]	[Symbol]	WATER MANHOLE
[Symbol]	[Symbol]	MASSACHUSETTS HIGHWAY BOUND
[Symbol]	[Symbol]	MONUMENT
[Symbol]	[Symbol]	STONE BOUND
[Symbol]	[Symbol]	TOWN OR CITY BOUND
[Symbol]	[Symbol]	TRAVERSE OR TRIANGULATION STATION
[Symbol]	[Symbol]	TROLLEY POLE OR GUY POLE
[Symbol]	[Symbol]	TRANSMISSION POLE
[Symbol]	[Symbol]	UTILITY POLE W/ FIREBOX
[Symbol]	[Symbol]	UTILITY POLE WITH DOUBLE LIGHT
[Symbol]	[Symbol]	UTILITY POLE W / 1 LIGHT
[Symbol]	[Symbol]	UTILITY POLE
[Symbol]	[Symbol]	BUSH
[Symbol]	[Symbol]	TREE
[Symbol]	[Symbol]	STUMP
[Symbol]	[Symbol]	SWAMP / MARSH
[Symbol]	[Symbol]	WATER GATE
[Symbol]	[Symbol]	PARKING METER
[Symbol]	[Symbol]	OVERHEAD CABLE/WIRE
[Symbol]	[Symbol]	CURBING
[Symbol]	[Symbol]	CONTOURS (ON-THE-GROUND SURVEY DATA)
[Symbol]	[Symbol]	CONTOURS (PHOTOGRAMMETRIC DATA)
[Symbol]	[Symbol]	UNDERGROUND DRAIN PIPE (DOUBLE LINE 24 INCH AND OVER)
[Symbol]	[Symbol]	UNDERGROUND ELECTRIC DUCT (DOUBLE LINE 24 INCH AND OVER)
[Symbol]	[Symbol]	UNDERGROUND GAS MAIN (DOUBLE LINE 24 INCH AND OVER)
[Symbol]	[Symbol]	UNDERGROUND SEWER MAIN (DOUBLE LINE 24 INCH AND OVER)
[Symbol]	[Symbol]	UNDERGROUND TELEPHONE DUCT (DOUBLE LINE 24 INCH AND OVER)
[Symbol]	[Symbol]	UNDERGROUND WATER MAIN (DOUBLE LINE 24 INCH AND OVER)
[Symbol]	[Symbol]	BALANCED STONE WALL
[Symbol]	[Symbol]	GUARD RAIL - STEEL POSTS
[Symbol]	[Symbol]	GUARD RAIL - WOOD POSTS
[Symbol]	[Symbol]	CHAIN LINK OR METAL FENCE
[Symbol]	[Symbol]	WOOD FENCE
[Symbol]	[Symbol]	HAY BALES/SILT FENCE
[Symbol]	[Symbol]	TREE LINE
[Symbol]	[Symbol]	SAWCUT LINE
[Symbol]	[Symbol]	TOP OR BOTTOM OF SLOPE
[Symbol]	[Symbol]	EDGE OF PAVEMENT
[Symbol]	[Symbol]	LIMIT OF WORK / LIMIT OF REGRADING / COMPOST FILTER SOCK (UNLESS NOTED OTHERWISE ON PLANS)
[Symbol]	[Symbol]	BANK OF RIVER OR STREAM
[Symbol]	[Symbol]	BORDER OF WETLAND
[Symbol]	[Symbol]	100 FT WETLAND BUFFER
[Symbol]	[Symbol]	200 FT RIVERFRONT BUFFER
[Symbol]	[Symbol]	STATE HIGHWAY LAYOUT
[Symbol]	[Symbol]	TOWN OR CITY LAYOUT
[Symbol]	[Symbol]	COUNTY LAYOUT
[Symbol]	[Symbol]	RAILROAD SIDELINE
[Symbol]	[Symbol]	TOWN OR CITY BOUNDARY LINE
[Symbol]	[Symbol]	PROPERTY LINE OR APPROXIMATE PROPERTY LINE
[Symbol]	[Symbol]	EASEMENT
[Symbol]	[Symbol]	WETLAND FLAG
[Symbol]	[Symbol]	WETLAND EDGE
[Symbol]	[Symbol]	TREE PROTECTION *

\* TREES NOTED ON THE PLANS FOR PROTECTION ARE TO BE PRESERVED. THESE SHALL NOT BE TRIMMED OR REMOVED WITHOUT AUTHORIZATION FROM THE CITY.

TRAFFIC SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
[Symbol]	[Symbol]	CONTROLLER PHASE ACTUATED
[Symbol]	[Symbol]	TRAFFIC SIGNAL HEAD (SIZE AS NOTED)
[Symbol]	[Symbol]	WIRE LOOP DETECTOR (6' x 6' TYP UNLESS OTHERWISE SPECIFIED)
[Symbol]	[Symbol]	VIDEO DETECTION CAMERA
[Symbol]	[Symbol]	MICROWAVE DETECTOR
[Symbol]	[Symbol]	PEDESTRIAN PUSH BUTTON, SIGN (DIRECTIONAL ARROW AS SHOWN) AND SADDLE
[Symbol]	[Symbol]	EMERGENCY PREEMPTION CONFIRMATION STROBE LIGHT
[Symbol]	[Symbol]	VEHICULAR SIGNAL HEAD
[Symbol]	[Symbol]	VEHICULAR SIGNAL HEAD, OPTICALLY PROGRAMMED
[Symbol]	[Symbol]	FLASHING BEACON
[Symbol]	[Symbol]	PEDESTRIAN SIGNAL HEAD, (TYPE AS NOTED OR AS SPECIFIED)
[Symbol]	[Symbol]	RAILROAD SIGNAL
[Symbol]	[Symbol]	SIGNAL POST AND BASE (ALPHA-NUMERIC DESIGNATION NOTED)
[Symbol]	[Symbol]	MAST ARM, SHAFT AND BASE (ARM LENGTH AS NOTED)
[Symbol]	[Symbol]	HIGH MAST POLE OR TOWER
[Symbol]	[Symbol]	SIGN AND POST
[Symbol]	[Symbol]	SIGN AND POST (2 POSTS)
[Symbol]	[Symbol]	MAST ARM WITH LUMINAIRE
[Symbol]	[Symbol]	OPTICAL PRE-EMPTION DETECTOR
[Symbol]	[Symbol]	CONTROL CABINET, GROUND MOUNTED
[Symbol]	[Symbol]	CONTROL CABINET, POLE MOUNTED
[Symbol]	[Symbol]	FLASHING BEACON CONTROL AND METER PEDESTAL
[Symbol]	[Symbol]	LOAD CENTER ASSEMBLY
[Symbol]	[Symbol]	PULL BOX 12"x12" (OR AS NOTED)
[Symbol]	[Symbol]	ELECTRIC HANDHOLE 12"x24" (OR AS NOTED)
[Symbol]	[Symbol]	TRAFFIC SIGNAL CONDUIT

PAVEMENT MARKINGS SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
[Symbol]	[Symbol]	PAVEMENT ARROW - WHITE
[Symbol]	[Symbol]	LEGEND "ONLY" - WHITE
[Symbol]	[Symbol]	STOP LINE - 12"
[Symbol]	[Symbol]	CROSSWALK (SEE DETAIL)
[Symbol]	[Symbol]	SOLID WHITE LINE
[Symbol]	[Symbol]	SOLID YELLOW LINE
[Symbol]	[Symbol]	BROKEN WHITE LINE
[Symbol]	[Symbol]	BROKEN YELLOW LINE (3-9-3)
[Symbol]	[Symbol]	DOTTED WHITE LINE
[Symbol]	[Symbol]	DOTTED YELLOW LINE
[Symbol]	[Symbol]	DOTTED WHITE LINE EXTENSION
[Symbol]	[Symbol]	DOTTED YELLOW LINE EXTENSION
[Symbol]	[Symbol]	DOUBLE WHITE LINE
[Symbol]	[Symbol]	DOUBLE YELLOW LINE

CONSTRUCTION METHODS

- REMOVAL OF THE RAILS AND TIES SHALL BE EXECUTED WITH MINIMALLY INVASIVE METHODS.
- LIMITS OF DISTURBANCE SHALL BE MINIMIZED TO THE EXTENT POSSIBLE TO MAINTAIN EXISTING TREE STANDS BETWEEN THE TRAIL AND ABUTTING PROPERTIES.
- CFS SHOWN FOR QUANTIFICATION PURPOSES. FINAL LOCATION TO BE DETERMINED IN THE FIELD BASED ON SEQUENCE AND PROCESS OF RAIL REMOVAL APPROVED BY THE CITY.

ABBREVIATIONS

GENERAL	
AADT	ANNUAL AVERAGE DAILY TRAFFIC
ABAN	ABANDON
ADJ	ADJUST
APPROX.	APPROXIMATE
A.C.	ASPHALT CONCRETE
ACCM PIPE	ASPHALT COATED CORRUGATED METAL PIPE
BIT.	BITUMINOUS
BC	BOTTOM OF CURB
BD.	BOUND
BL	BASELINE
BLDG	BUILDING
BM	BENCHMARK
BO	BY OTHERS
BOS	BOTTOM OF SLOPE
BR.	BRIDGE
CB	CATCH BASIN
CB CI	CATCH BASIN WITH CURB INLET
CC	CEMENT CONCRETE
CCM	CEMENT CONCRETE MASONRY
CEM	CEMENT
CES	COMPOST FILTER SOCK
CI	CURB INLET
CIP	CAST IRON PIPE
CLF	CHAIN LINK FENCE
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CSP	CORRUGATED STEEL PIPE
CO.	COUNTY
CONC	CONCRETE
CONT	CONTINUOUS
CONST	CONSTRUCTION
CR GR	CROWN GRADE
DHV	DESIGN HOURLY VOLUME
DI	DROP INLET
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DW	STEADY DON'T WALK - PORTLAND ORANGE
DWY	DRIVEWAY
ELEV (or EL.)	ELEVATION
EMB	EMBANKMENT
EOP	EDGE OF PAVEMENT
EXIST (or EX)	EXISTING
EXC	EXCAVATION
F&C	FRAME AND COVER
F&G	FRAME AND GRATE
FDN.	FOUNDATION
FLDSTN	FIELDSTONE
GAR	GARAGE
GD	GROUND
GG	GAS GATE
GI	GUTTER INLET
GIP	GALVANIZED IRON PIPE
GRAN	GRANITE
GRAV	GRAVEL
GRD	GUARD
HDW	HEADWALL
HMA	HOT MIX ASPHALT
HOR	HORIZONTAL
HYD	HYDRANT
INV	INVERT
JCT	JUNCTION
L	LENGTH OF CURVE
LB	LEACH BASIN
LP	LIGHT POLE
LT	LEFT
MAX	MAXIMUM
MB	MAILBOX
MH	MANHOLE
MHB	MASSACHUSETTS HIGHWAY BOUND
MIN	MINIMUM
NIC	NOT IN CONTRACT
NO.	NUMBER
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
P.G.L.	PROFILE GRADE LINE
PI	POINT OF INTERSECTION
POC	POINT ON CURVE
POT	POINT ON TANGENT
PRC	POINT OF REVERSE CURVATURE
PROJ	PROJECT
PROP	PROPOSED
PSB	PLANTABLE SOIL BORROW
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
PVMT	PAVEMENT
PWW	PAVED WATER WAY

WALTHAM WAYSIDE TRAIL			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	02	26
PROJECT FILE NO.		XXXXXX	

LEGEND & ABBREVIATIONS	
ABBREVIATIONS (cont.)	
GENERAL	
R	RADIUS OF CURVATURE
R&D	REMOVE AND DISPOSE
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
RDWY	ROADWAY
REM	REMOVE
RET	RETAIN
RET WALL	RETAINING WALL
ROW	RIGHT OF WAY
RR	RAILROAD
R&R	REMOVE AND RESET
R&S	REMOVE AND STACK
RT	RIGHT
SB	STONE BOUND
SHLD	SHOULDER
SMH	SEWER MANHOLE
ST	STREET
STA	STATION
SSD	STOPPING SIGHT DISTANCE
SHLO	STATE HIGHWAY LAYOUT LINE
SW	SIDEWALK
T	TANGENT DISTANCE OF CURVE/TRUCK %
TAN	TANGENT
TEMP	TEMPORARY
TC	TOP OF CURB
TOS	TOP OF SLOPE
TYP	TYPICAL
UP	UTILITY POLE
VAR	VARIES
VERT	VERTICAL
VC	VERTICAL CURVE
WCR	WHEEL CHAIR RAMP
WG	WATER GATE
WIP	WROUGHT IRON PIPE
WM	WATER METER/WATER MAIN
X-SECT	CROSS SECTION

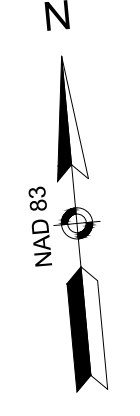
  

TRAFFIC SIGNAL ABBREVIATIONS	
CAB	CABINET
CCVE	CLOSED CIRCUIT VIDEO EQUIPMENT
DW	STEADY UPRAISED HAND
FDW	FLASHING UPRAISED HAND
FR	FLASHING CIRCULAR RED
FRL	FLASHING RED LEFT ARROW
FRR	FLASHING RED RIGHT ARROW
FY	FLASHING CIRCULAR YELLOW
FYL	FLASHING YELLOW LEFT ARROW
FYR	FLASHING YELLOW RIGHT ARROW
G	STEADY CIRCULAR GREEN
GL	STEADY GREEN LEFT ARROW
GR	STEADY GREEN RIGHT ARROW
GSL	STEADY GREEN SLASH LEFT ARROW
GSR	STEADY GREEN SLASH RIGHT ARROW
GV	STEADY GREEN VERTICAL ARROW
OL	OVERLAP
PED	PEDESTRIAN
PTZ	PAN, TILT, ZOOM
R	STEADY CIRCULAR RED
RL	STEADY RED LEFT ARROW
RR	STEADY RED RIGHT ARROW
TR SIG	TRAFFIC SIGNAL
TSC	TRAFFIC SIGNAL CONDUIT
W	STEADY WALKING PERSON
Y	STEADY CIRCULAR YELLOW
YL	STEADY YELLOW LEFT ARROW

**WALTHAM  
WAYSIDE TRAIL**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	03	26
PROJECT FILE NO.		17112.00	

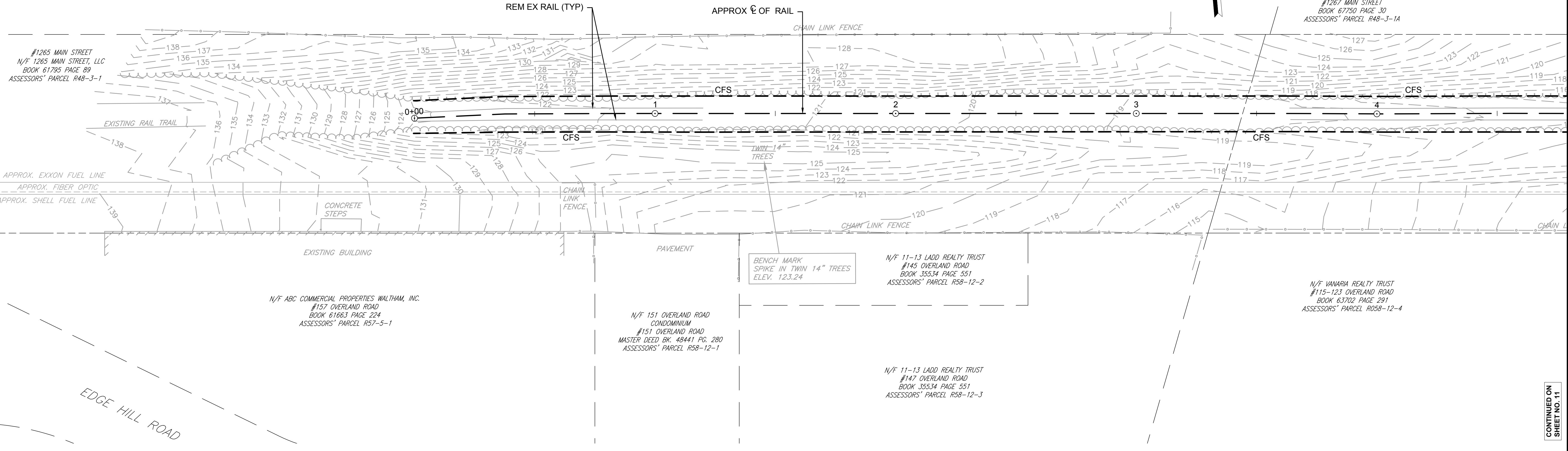
**DEMOLITION PLAN - 1**



N/F 1265 MAIN STREET, LLC  
#1265 MAIN STREET  
BOOK 61795 PAGE 89  
ASSESSORS' PARCEL R48-3-1

N/F 1265 MAIN STREET, LLC  
#1265 MAIN STREET  
BOOK 61795 PAGE 89  
ASSESSORS' PARCEL R48-3-1

N/F CITY OF WALTHAM  
"PROSPECT HILL PARK"  
#1267 MAIN STREET  
BOOK 67750 PAGE 30  
ASSESSORS' PARCEL R48-3-1A



EDGE HILL ROAD

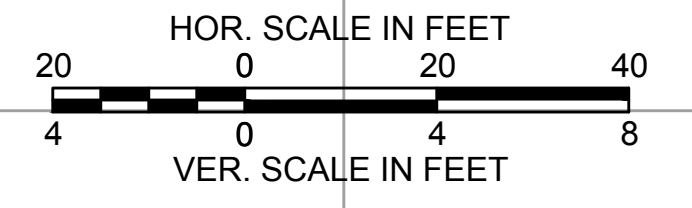
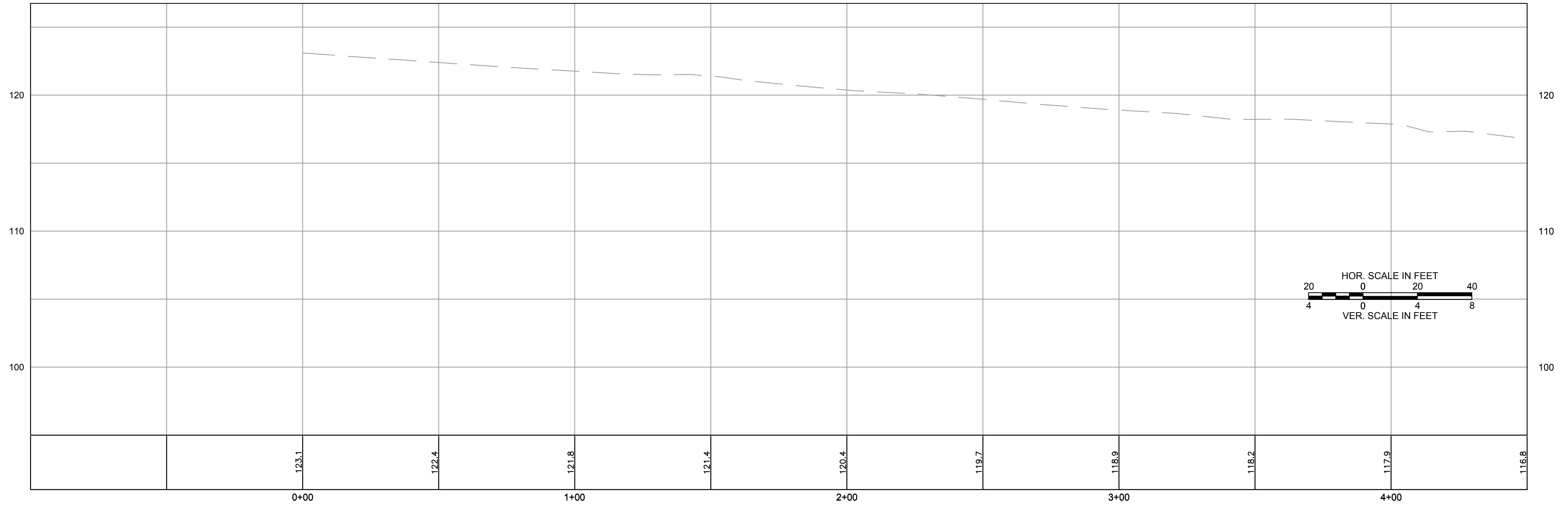
N/F ABC COMMERCIAL PROPERTIES WALTHAM, INC.  
#157 OVERLAND ROAD  
BOOK 61663 PAGE 224  
ASSESSORS' PARCEL R57-5-1

N/F 151 OVERLAND ROAD  
CONDOMINIUM  
#151 OVERLAND ROAD  
MASTER DEED BK. 48441 PG. 280  
ASSESSORS' PARCEL R58-12-1

N/F 11-13 LADD REALTY TRUST  
#145 OVERLAND ROAD  
BOOK 35534 PAGE 551  
ASSESSORS' PARCEL R58-12-2

N/F 11-13 LADD REALTY TRUST  
#147 OVERLAND ROAD  
BOOK 35534 PAGE 551  
ASSESSORS' PARCEL R58-12-3

N/F VANARIA REALTY TRUST  
#115-123 OVERLAND ROAD  
BOOK 63702 PAGE 291  
ASSESSORS' PARCEL R058-12-4

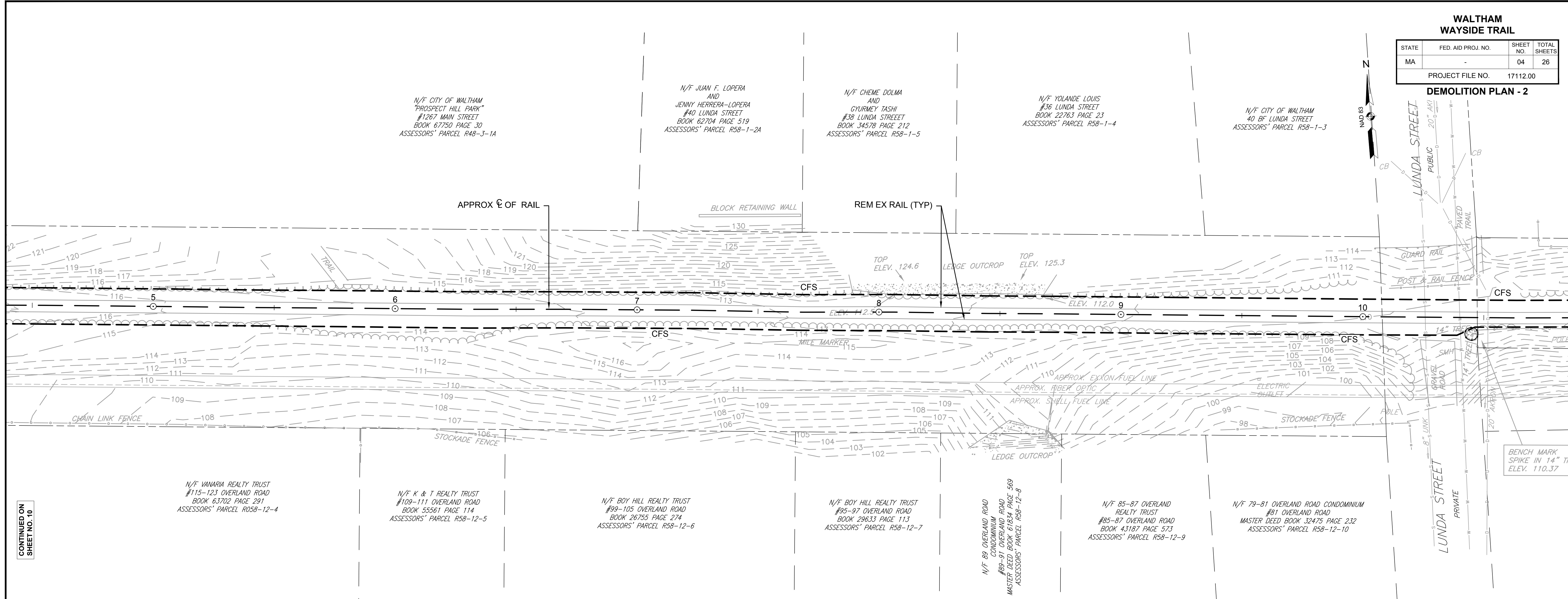
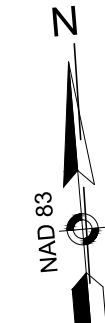


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SHEET NO. 11

**WALTHAM  
WAYSIDE TRAIL**

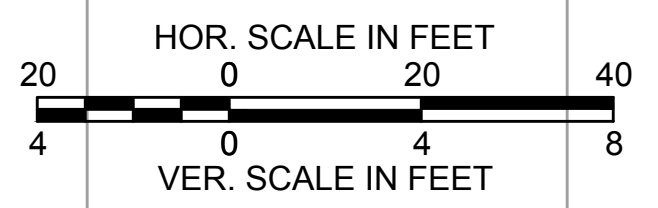
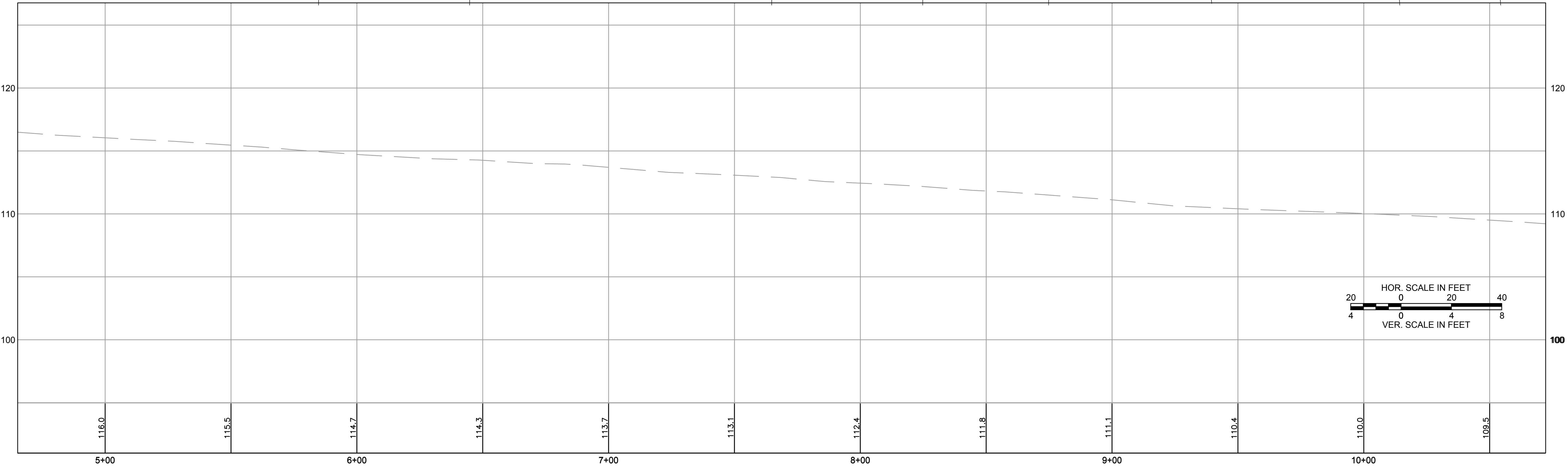
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MA	-	04	26
PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 2**



CONTINUED ON  
SHEET NO. 10

CONTINUED ON  
SHEET NO. 12



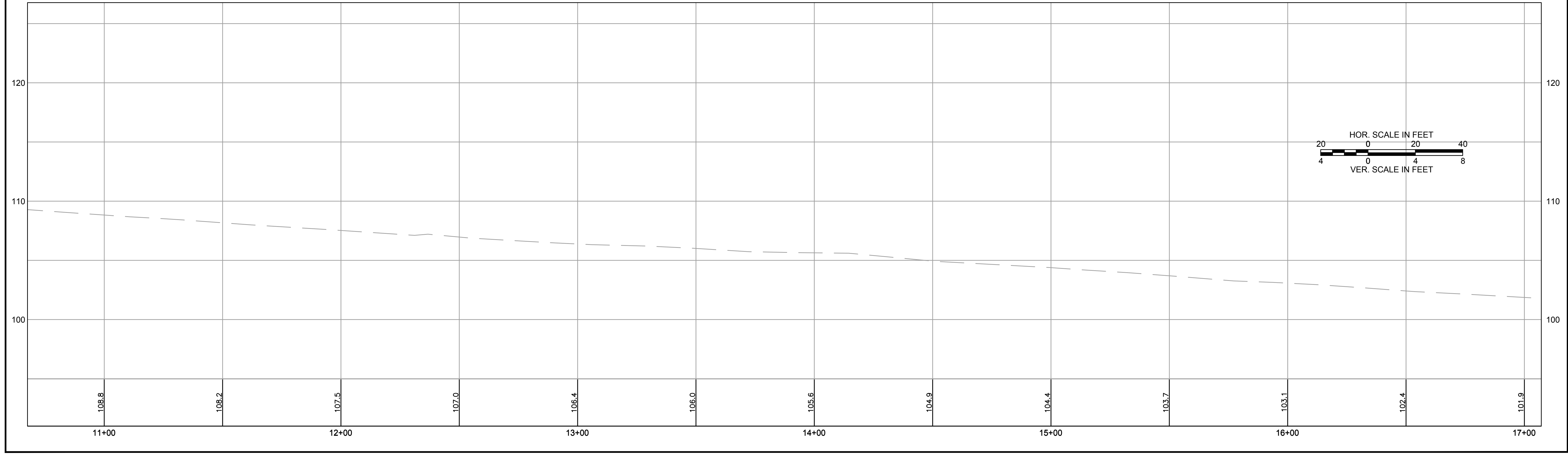
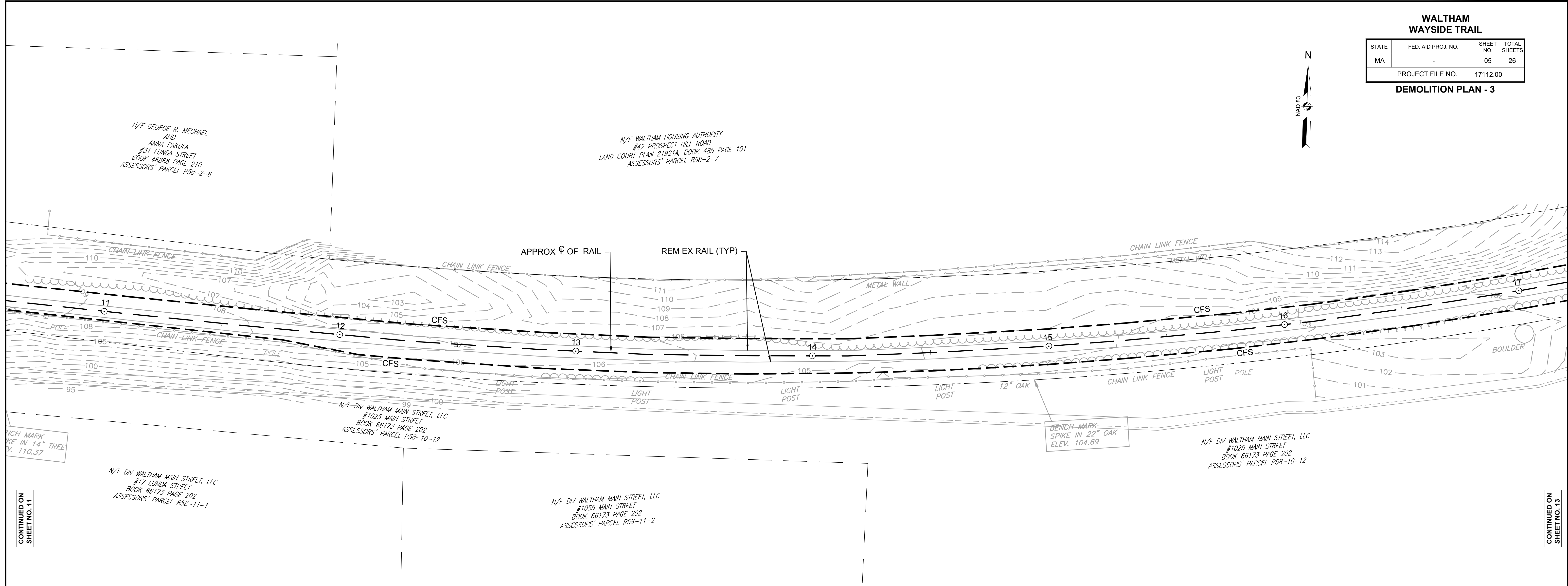
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WAYSIDE TRAIL**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
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PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 3**



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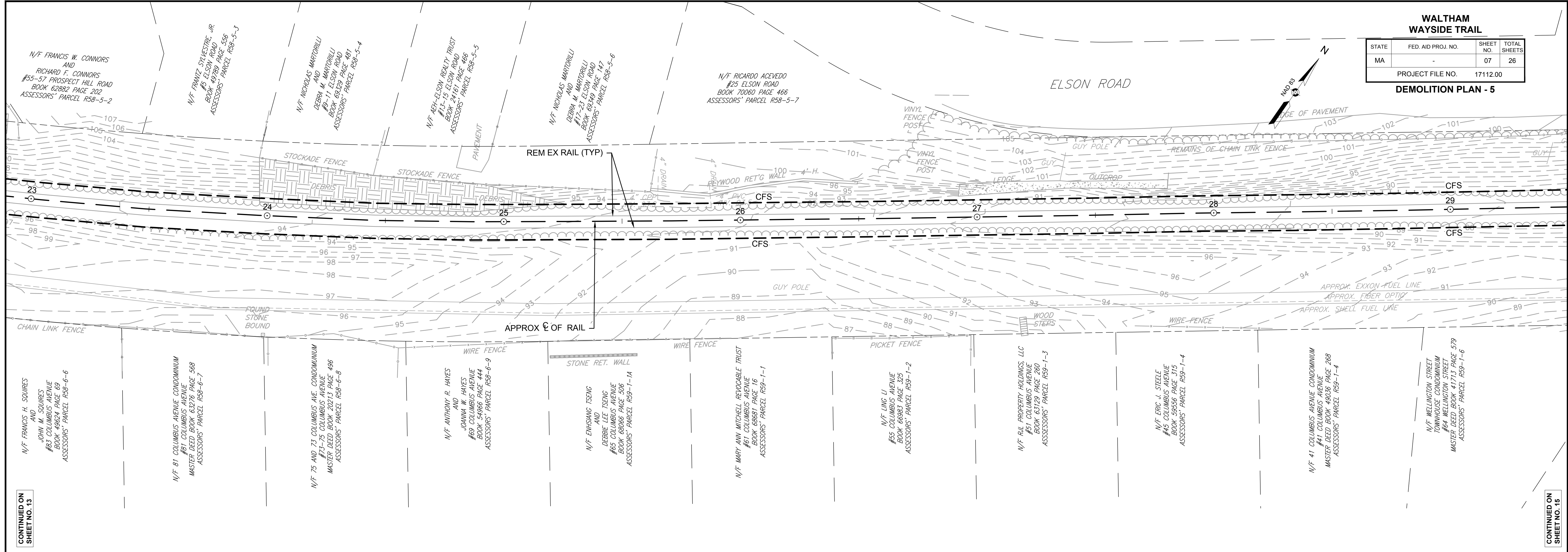
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**WALTHAM  
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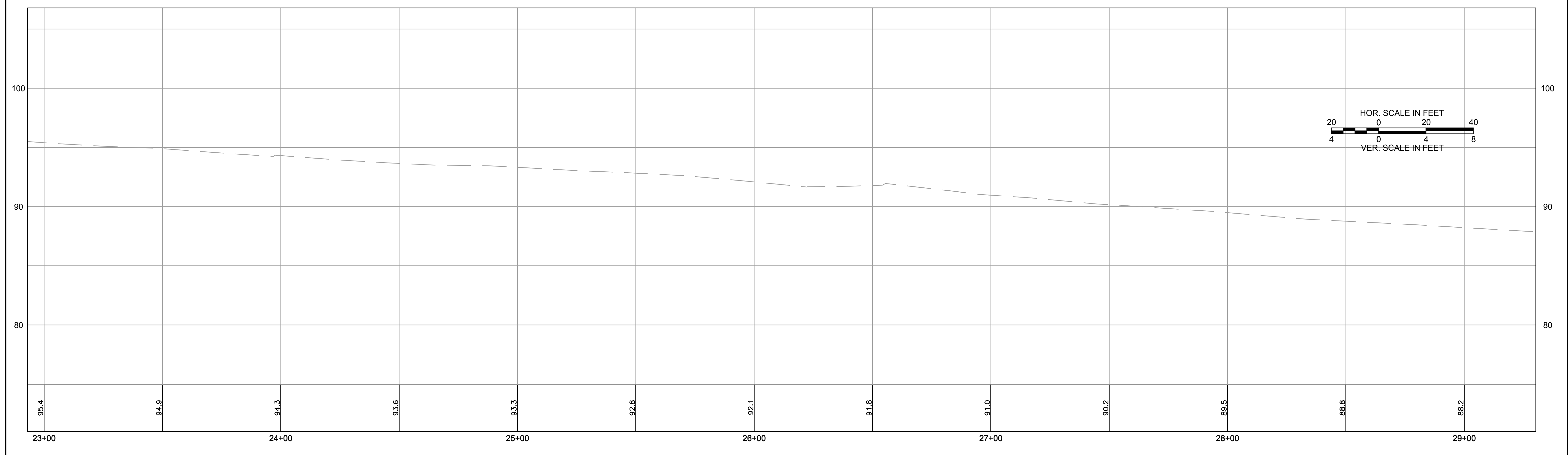
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**DEMOLITION PLAN - 5**



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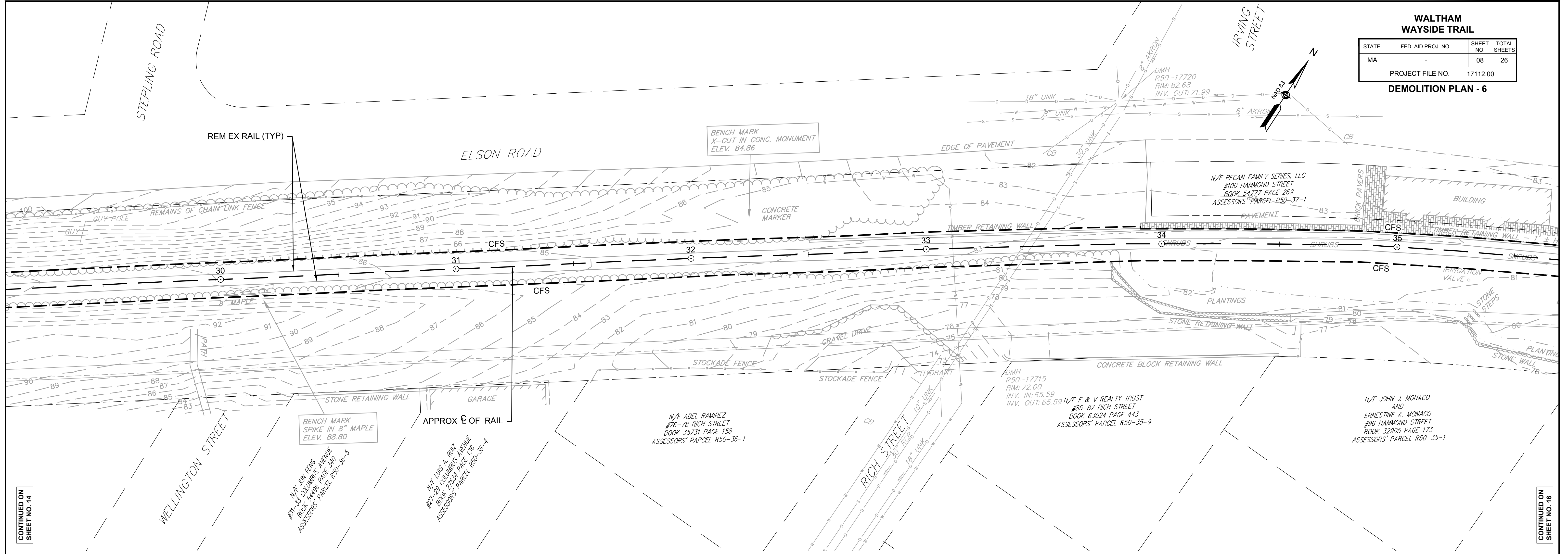
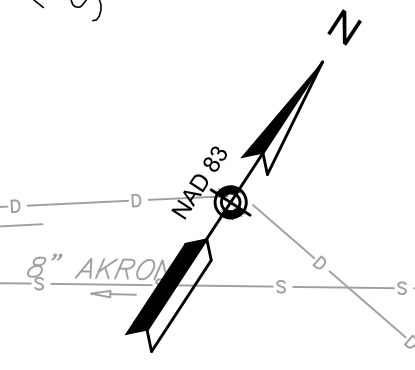
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**WALTHAM  
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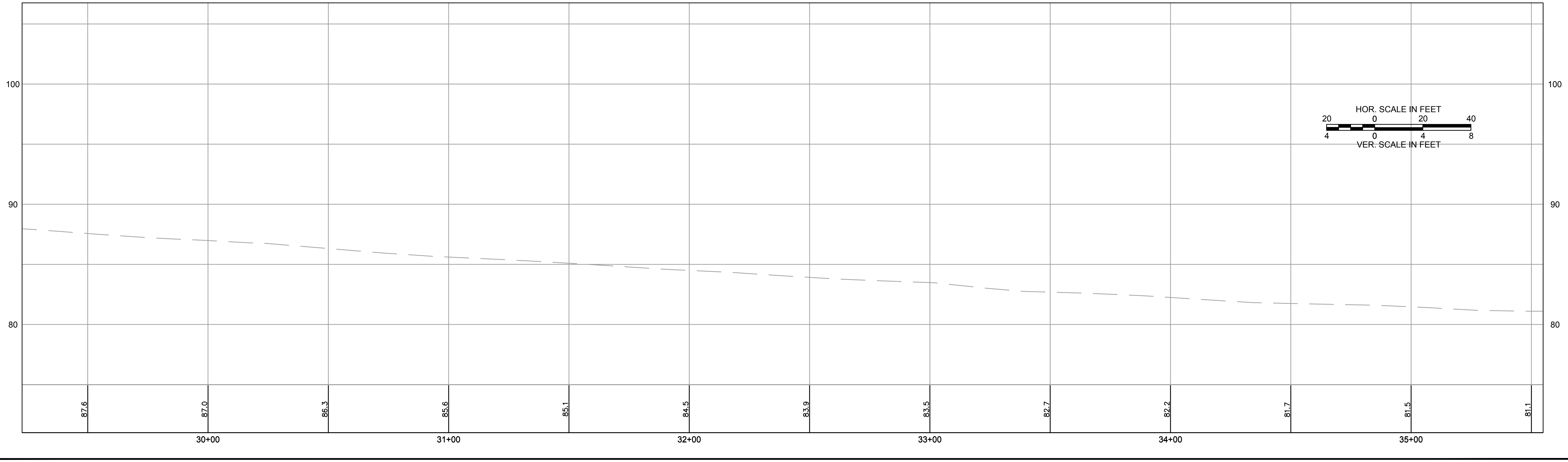
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PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 6**



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SHEET NO. 14

CONTINUED ON  
SHEET NO. 16

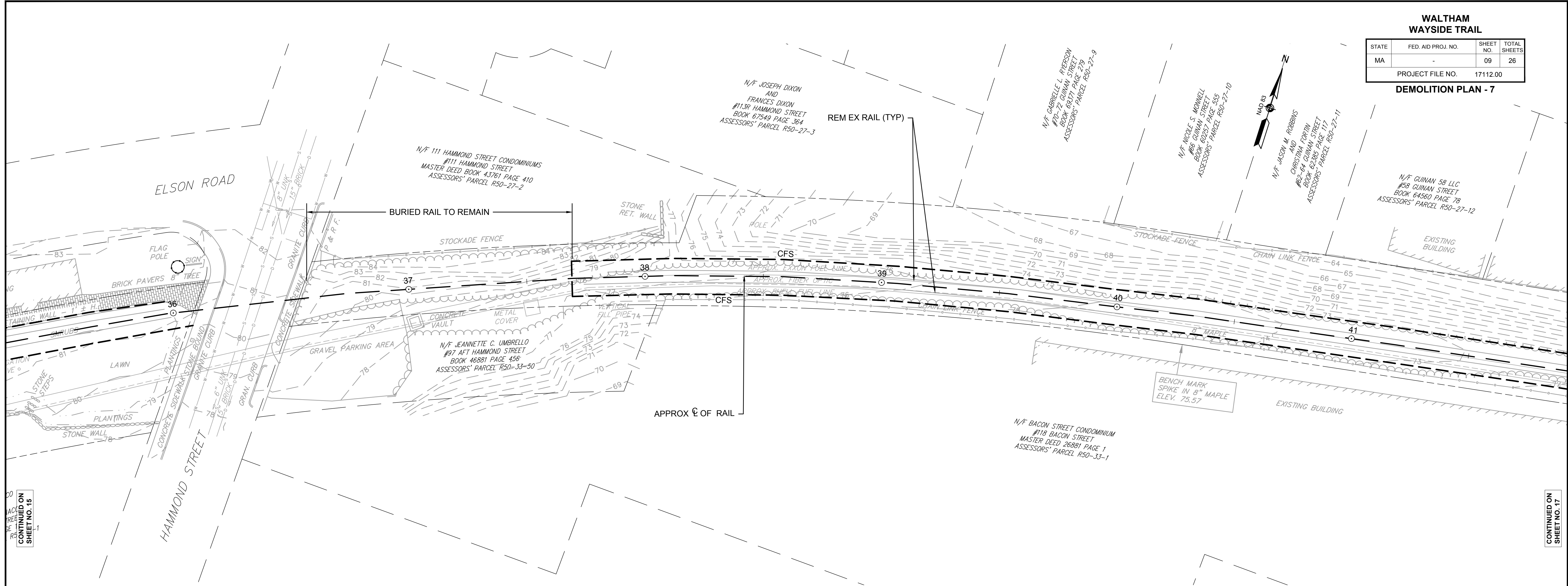




**WALTHAM  
WAYSIDE TRAIL**

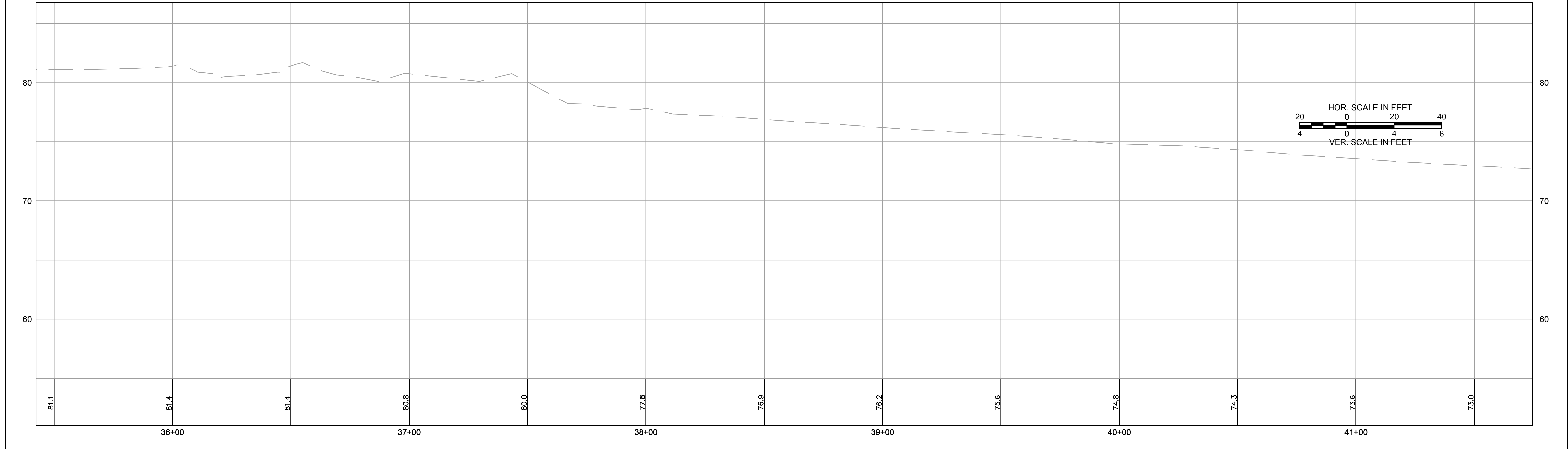
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**DEMOLITION PLAN - 7**



CONTINUED ON SHEET NO. 15

CONTINUED ON SHEET NO. 17

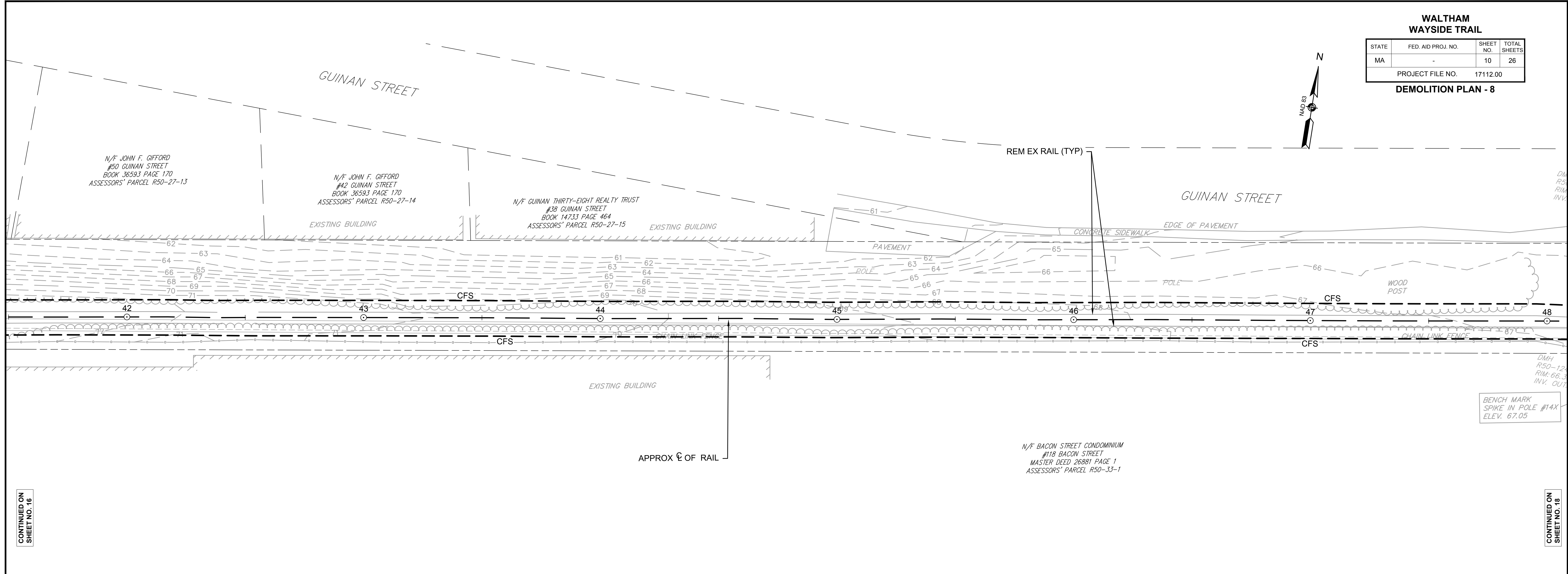
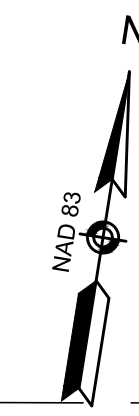


HOR. SCALE IN FEET  
0 20 40  
4 0 4 8  
VER. SCALE IN FEET

**WALTHAM  
WAYSIDE TRAIL**

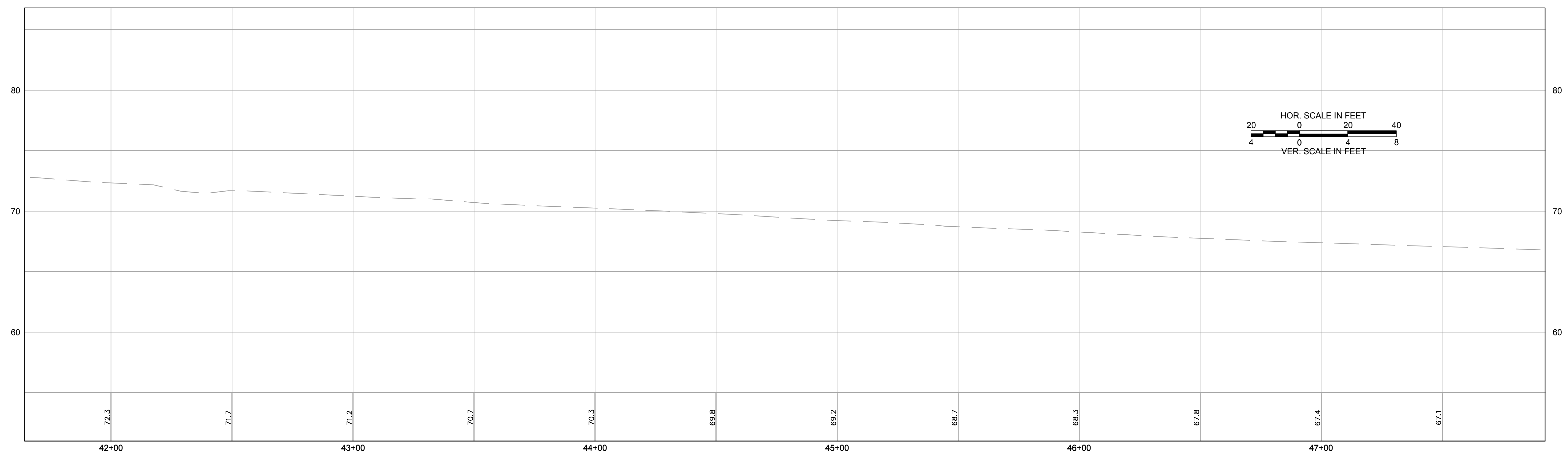
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**DEMOLITION PLAN - 8**



CONTINUED ON  
SHEET NO. 16

CONTINUED ON  
SHEET NO. 16



**WALTHAM  
WAYSIDE TRAIL**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	11	26
PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 9**

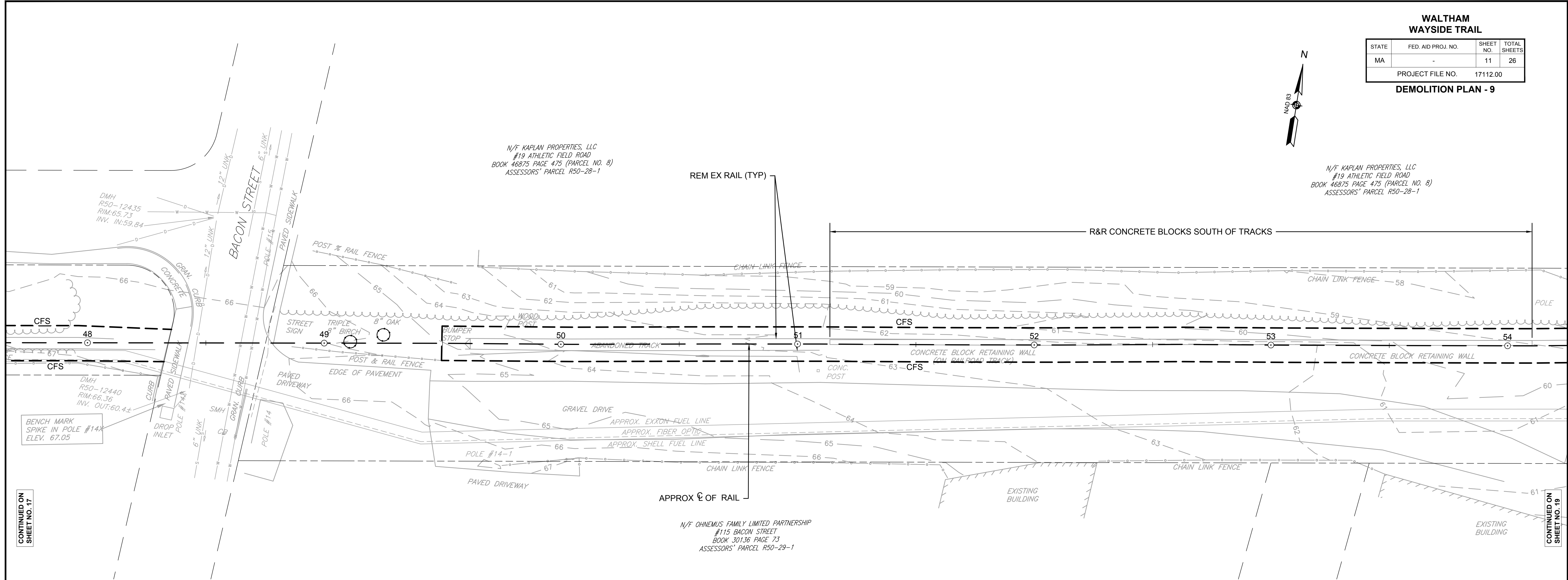


N/F KAPLAN PROPERTIES, LLC  
#19 ATHLETIC FIELD ROAD  
BOOK 46875 PAGE 475 (PARCEL NO. 8)  
ASSESSORS' PARCEL R50-28-1

N/F KAPLAN PROPERTIES, LLC  
#19 ATHLETIC FIELD ROAD  
BOOK 46875 PAGE 475 (PARCEL NO. 8)  
ASSESSORS' PARCEL R50-28-1

REM EX RAIL (TYP)

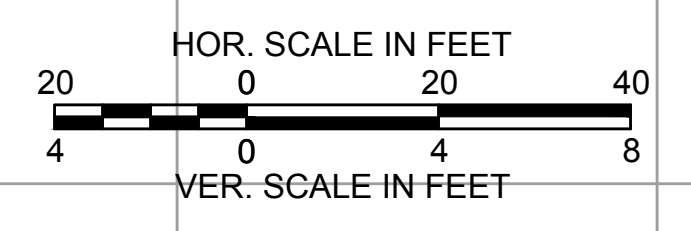
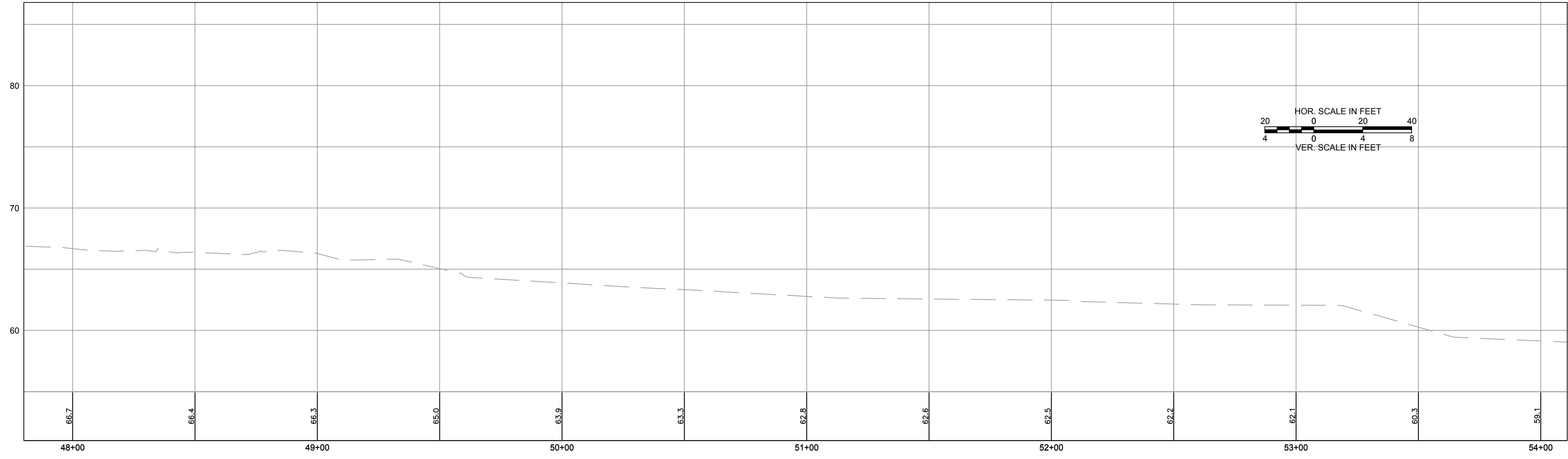
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CONTINUED ON  
SHEET NO. 17

CONTINUED ON  
SHEET NO. 19

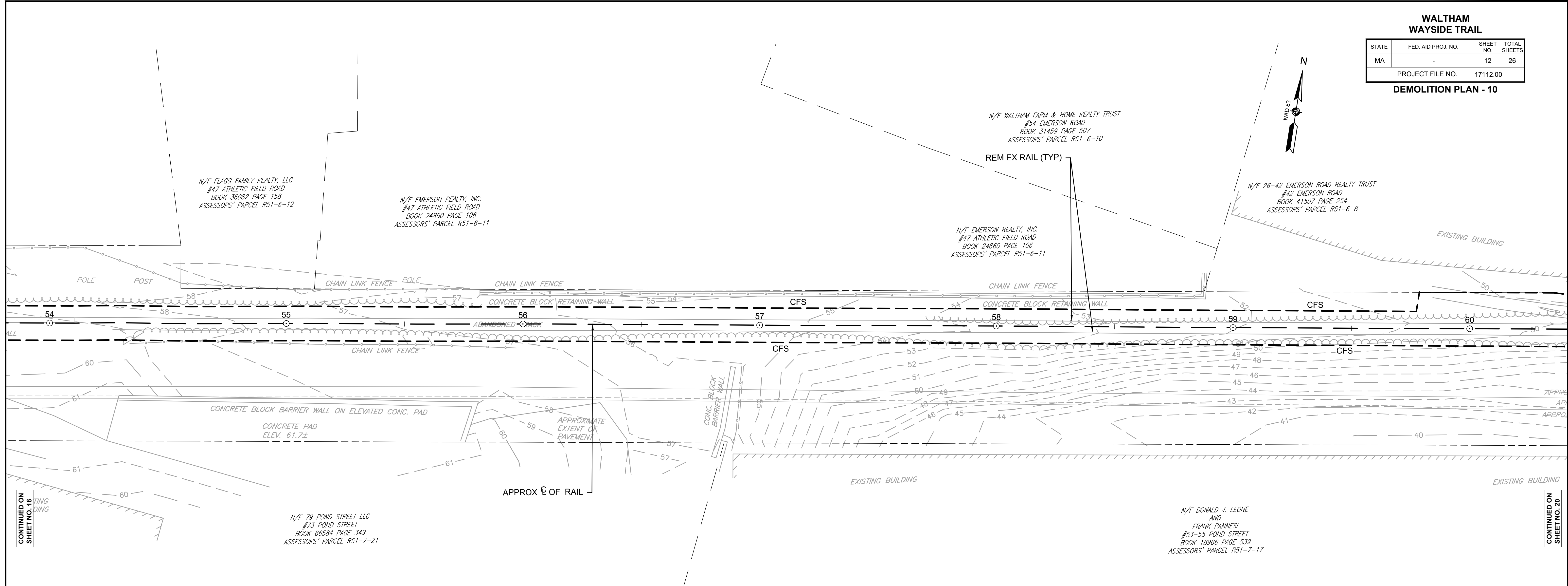
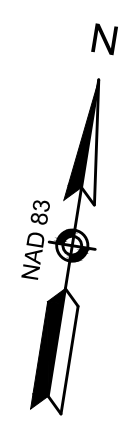
N/F OHNEMUS FAMILY LIMITED PARTNERSHIP  
#115 BACON STREET  
BOOK 30136 PAGE 73  
ASSESSORS' PARCEL R50-29-1



**WALTHAM  
WAYSIDE TRAIL**

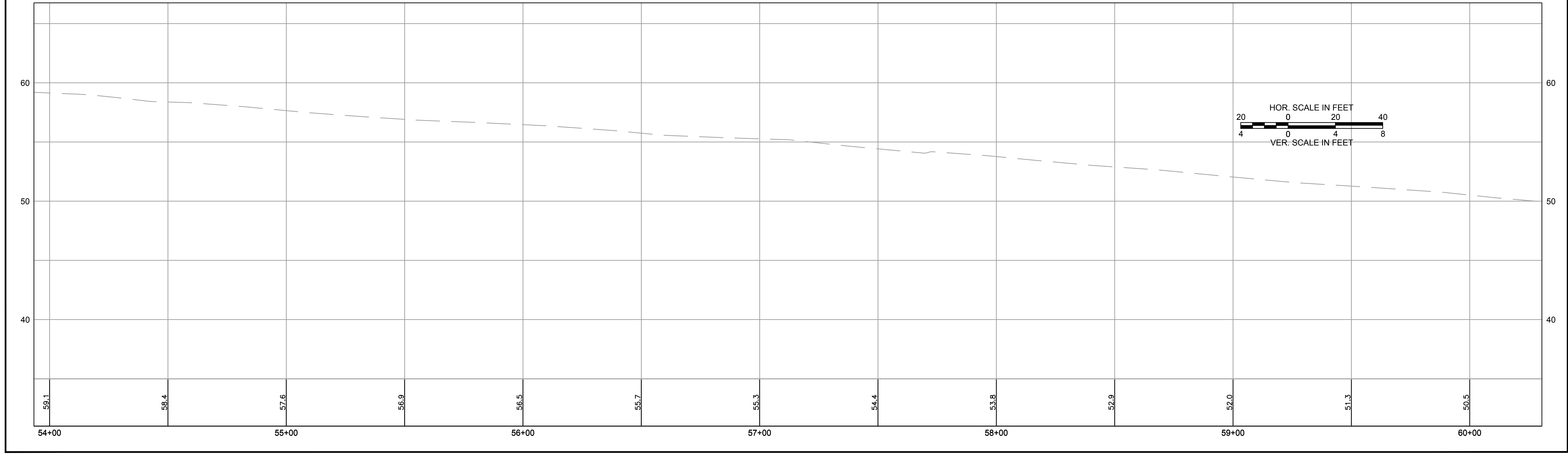
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MA	-	12	26
PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 10**



CONTINUED ON  
SHEET NO. 18

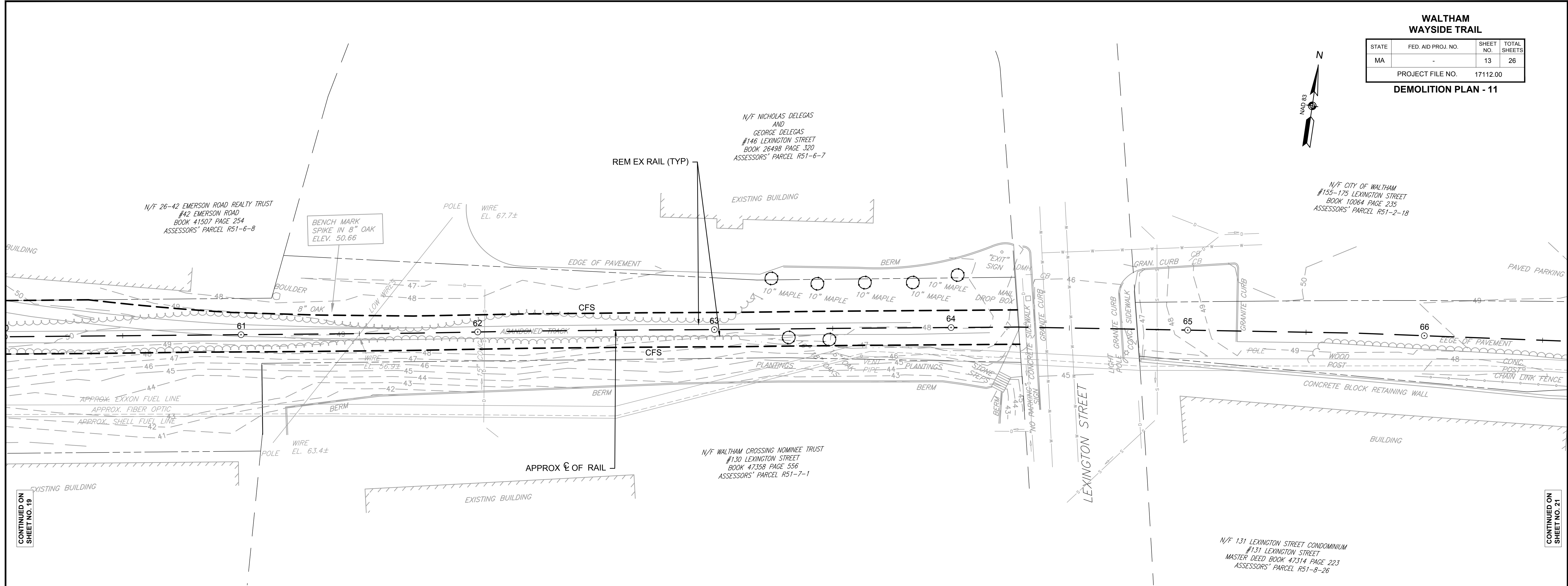
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**WALTHAM  
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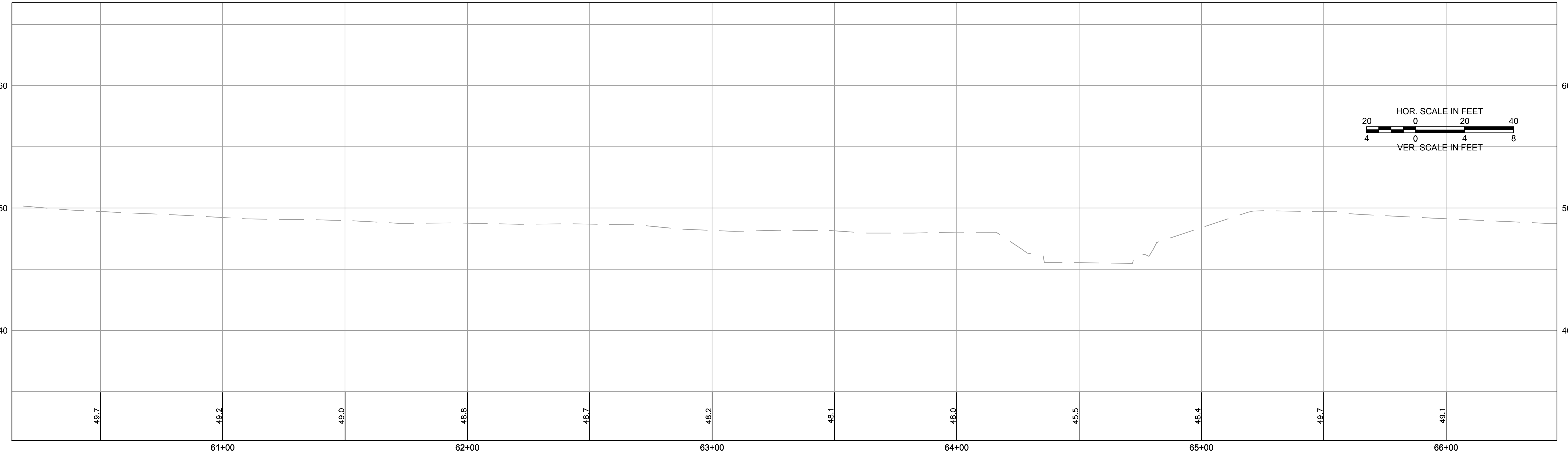
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**DEMOLITION PLAN - 11**



CONTINUED ON  
SHEET NO. 19

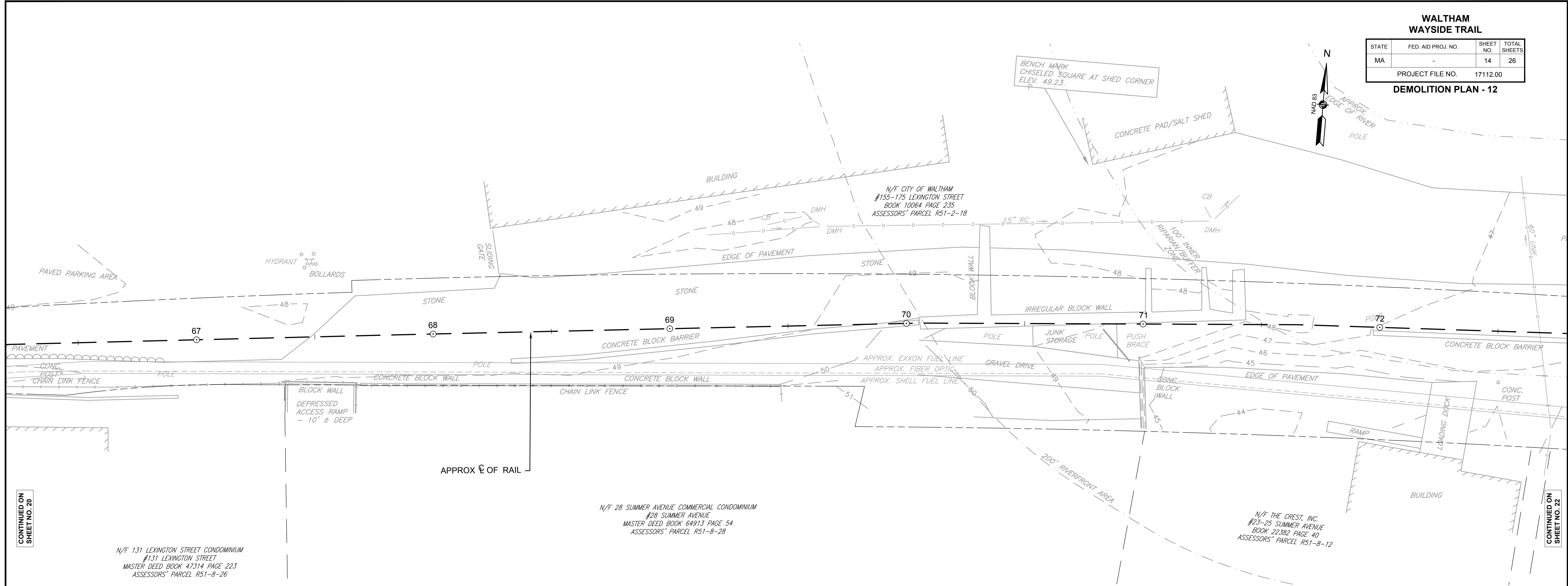
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**WALTHAM  
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PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 12**



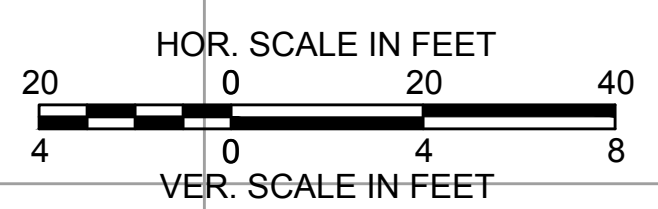
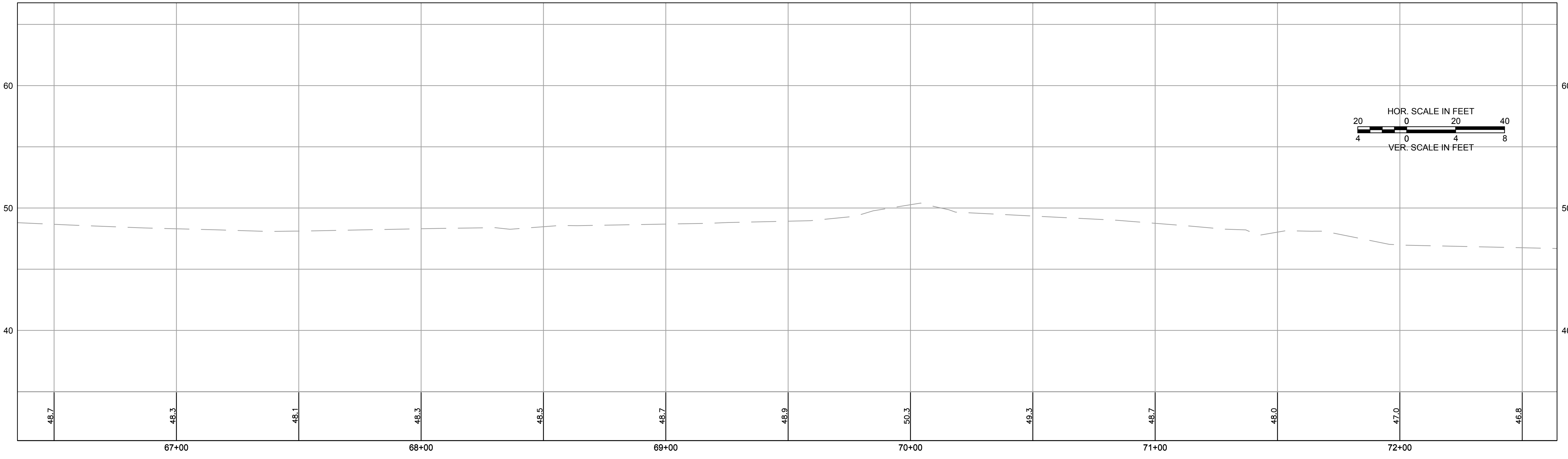
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CONTINUED ON  
SHEET NO. 22

N/F 131 LEXINGTON STREET CONDOMINIUM  
#131 LEXINGTON STREET  
MASTER DEED BOOK 47314 PAGE 223  
ASSESSORS' PARCEL R51-8-26

N/F 28 SUMMER AVENUE COMMERCIAL CONDOMINIUM  
#28 SUMMER AVENUE  
MASTER DEED BOOK 64913 PAGE 54  
ASSESSORS' PARCEL R51-8-28

N/F THE CREST, INC.  
#23-25 SUMMER AVENUE  
BOOK 22382 PAGE 40  
ASSESSORS' PARCEL R51-8-12

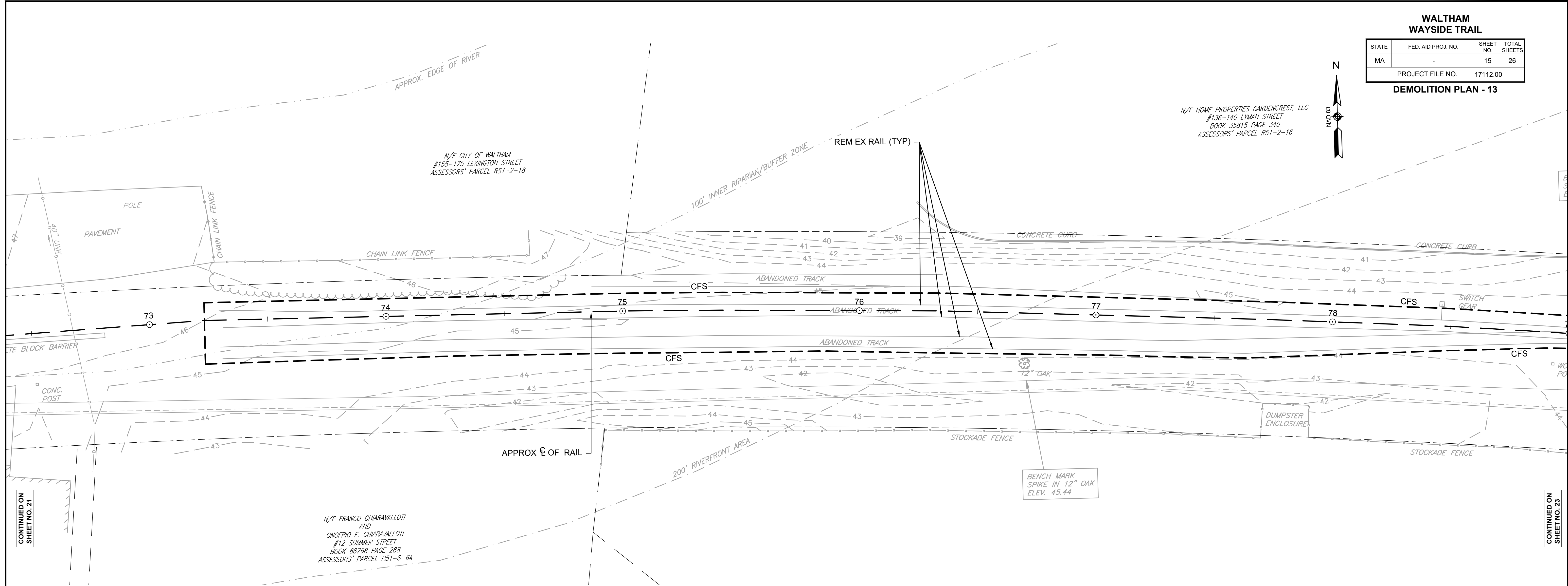


**WALTHAM  
WAYSIDE TRAIL**

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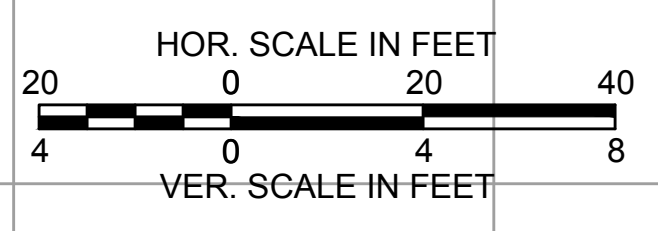
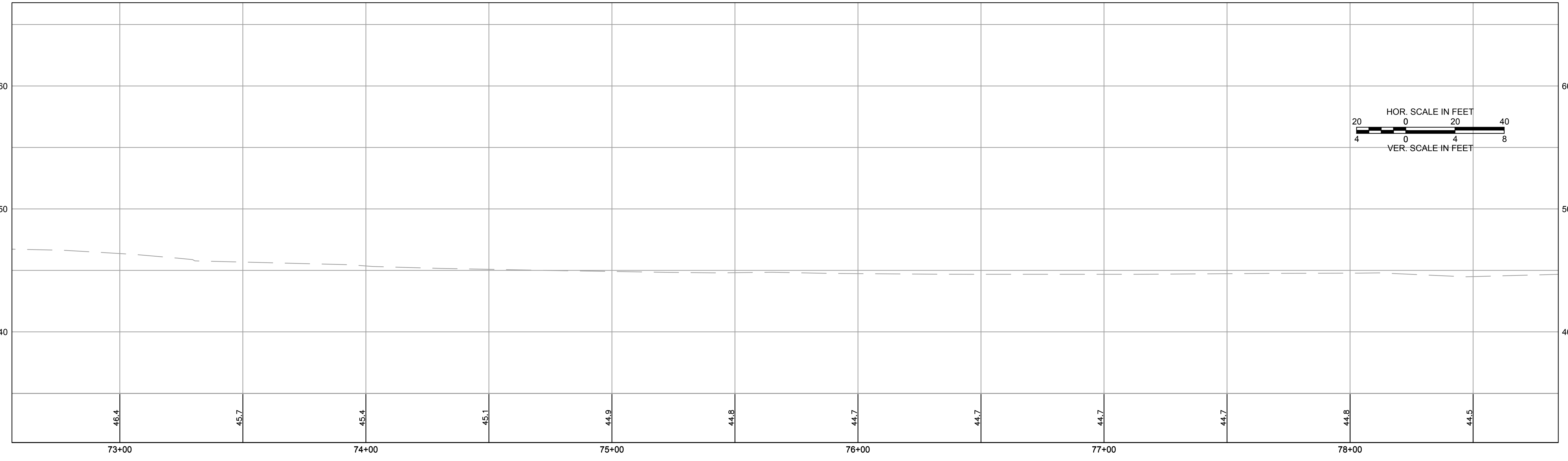
**DEMOLITION PLAN - 13**

N/F HOME PROPERTIES GARDENCREST, LLC  
#136-140 LYMAN STREET  
BOOK 35815 PAGE 340  
ASSESSORS' PARCEL R51-2-16



CONTINUED ON  
SHEET NO. 21

CONTINUED ON  
SHEET NO. 23



**WALTHAM  
WAYSIDE TRAIL**

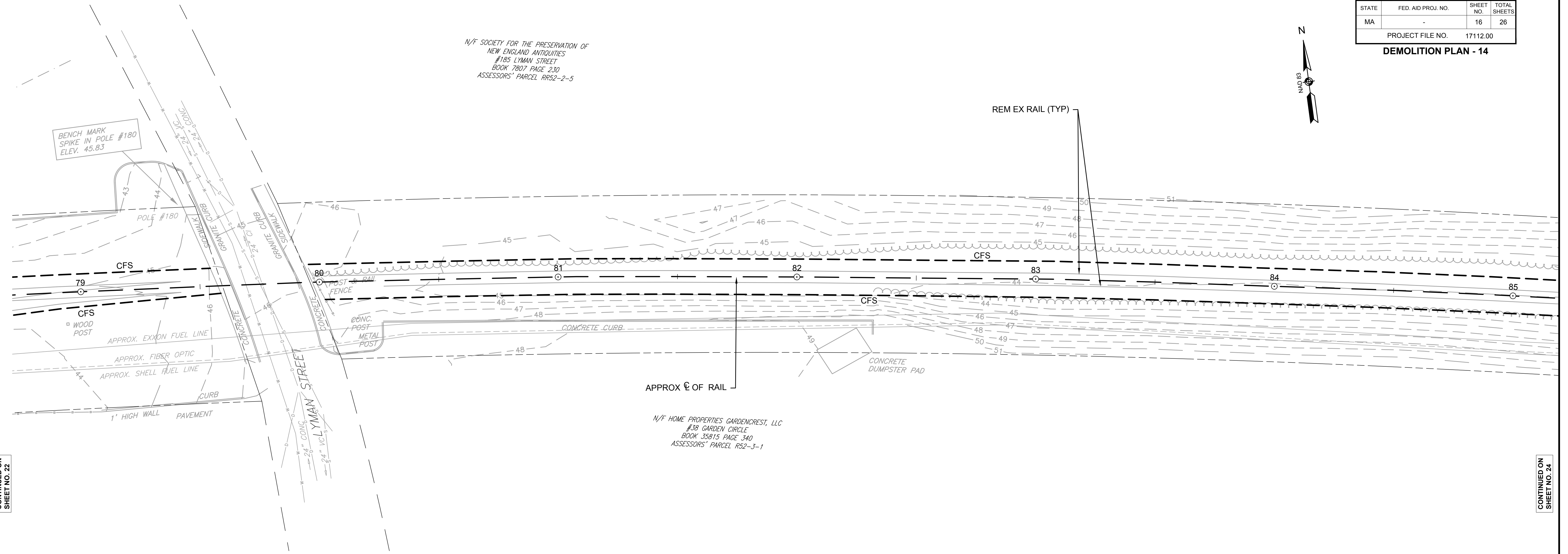
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PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 14**



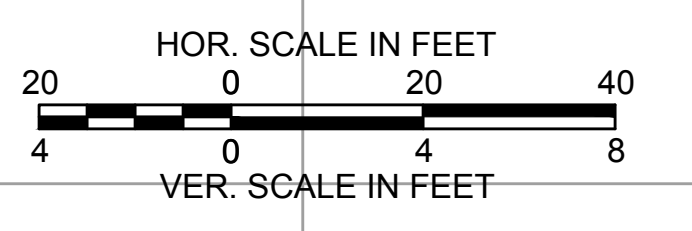
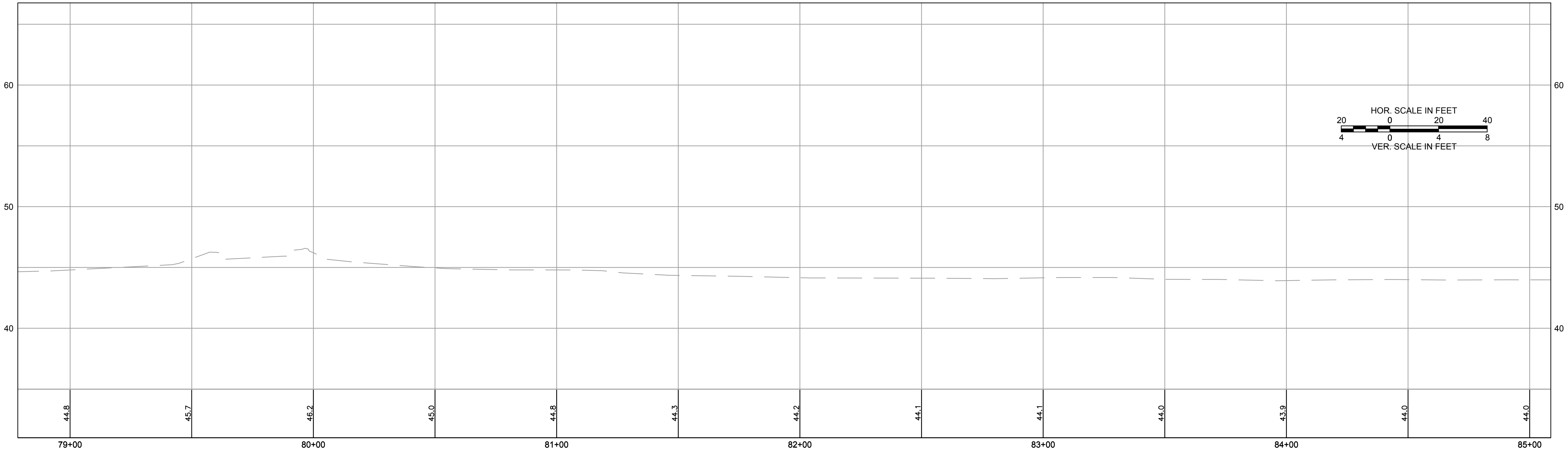
N/F SOCIETY FOR THE PRESERVATION OF  
NEW ENGLAND ANTIQUITIES  
#185 LYMAN STREET  
BOOK 7807 PAGE 230  
ASSESSORS' PARCEL RRS2-2-5

N/F HOME PROPERTIES GARDENREST, LLC  
#38 GARDEN CIRCLE  
BOOK 35815 PAGE 340  
ASSESSORS' PARCEL R52-3-1



CONTINUED ON  
SHEET NO. 22

CONTINUED ON  
SHEET NO. 23





**WALTHAM  
WAYSIDE TRAIL**

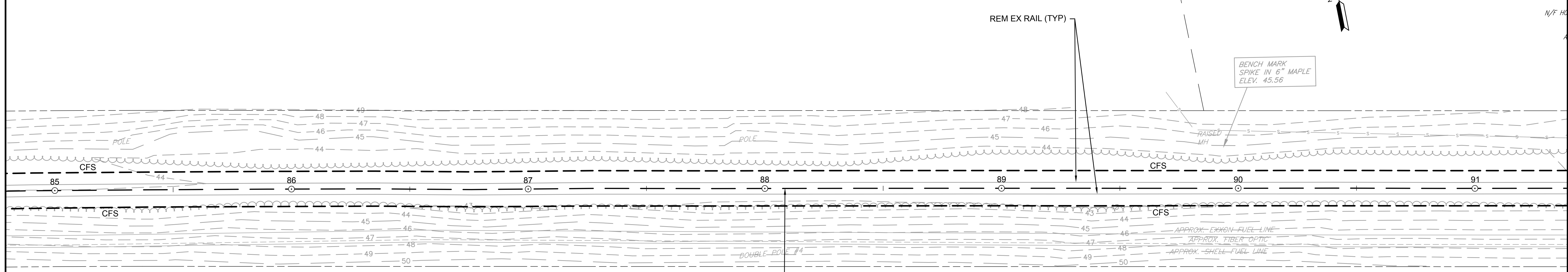
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MA	-	17	26
PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 15**

N/F SOCIETY FOR THE PRESERVATION OF  
NEW ENGLAND ANTIQUITIES  
#185 LYMAN STREET  
BOOK 7807 PAGE 230  
ASSESSORS' PARCEL R952-2-5



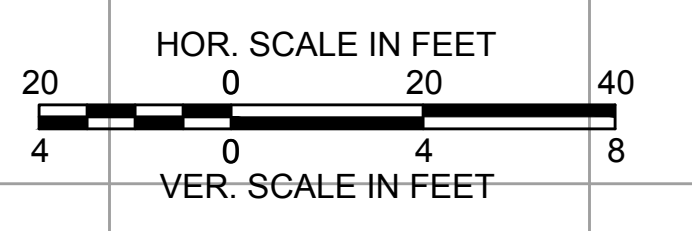
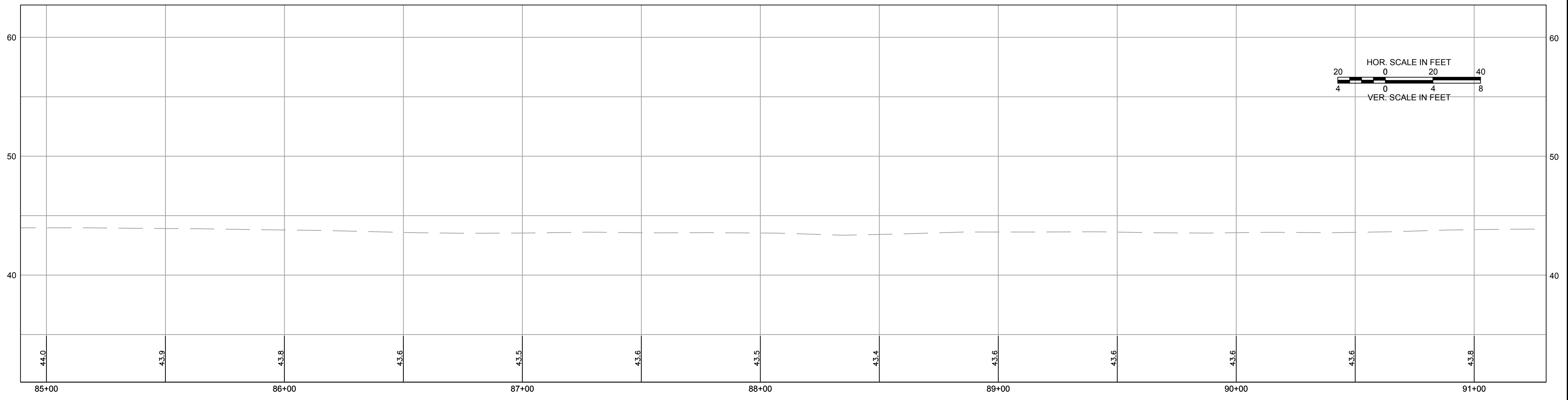
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N/F HOME PROPERTIES GARDENCREST, LLC  
#38 GARDEN CIRCLE  
BOOK 35815 PAGE 340  
ASSESSORS' PARCEL R32-3-1

CONTINUED ON  
SHEET NO. 23

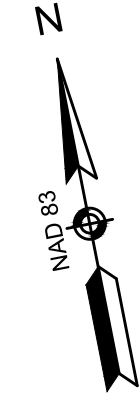
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**WALTHAM  
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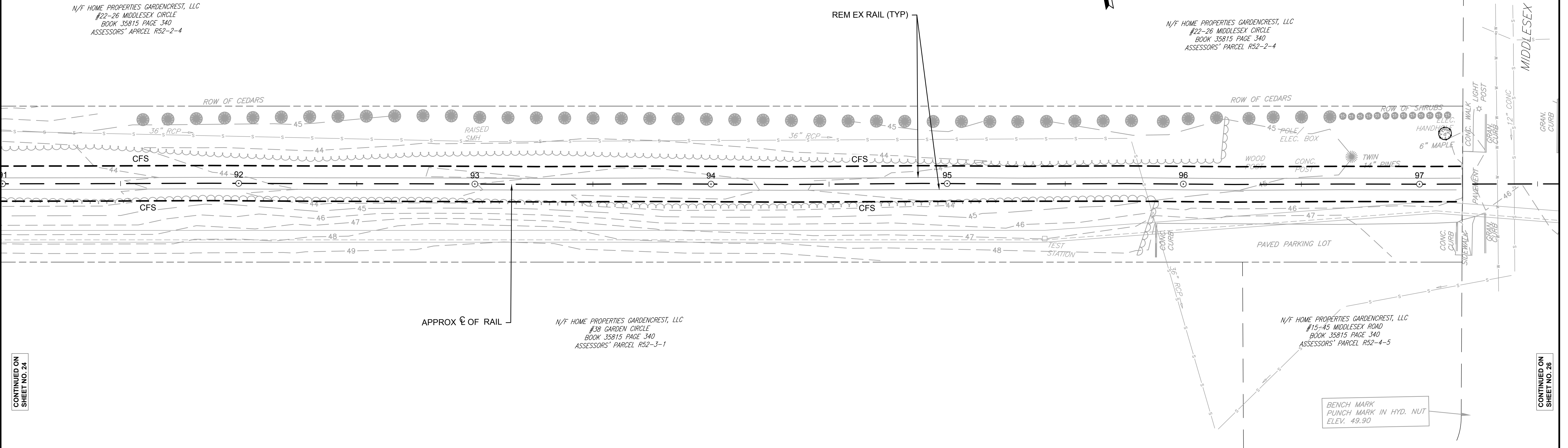
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MA	-	18	26
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**DEMOLITION PLAN - 16**



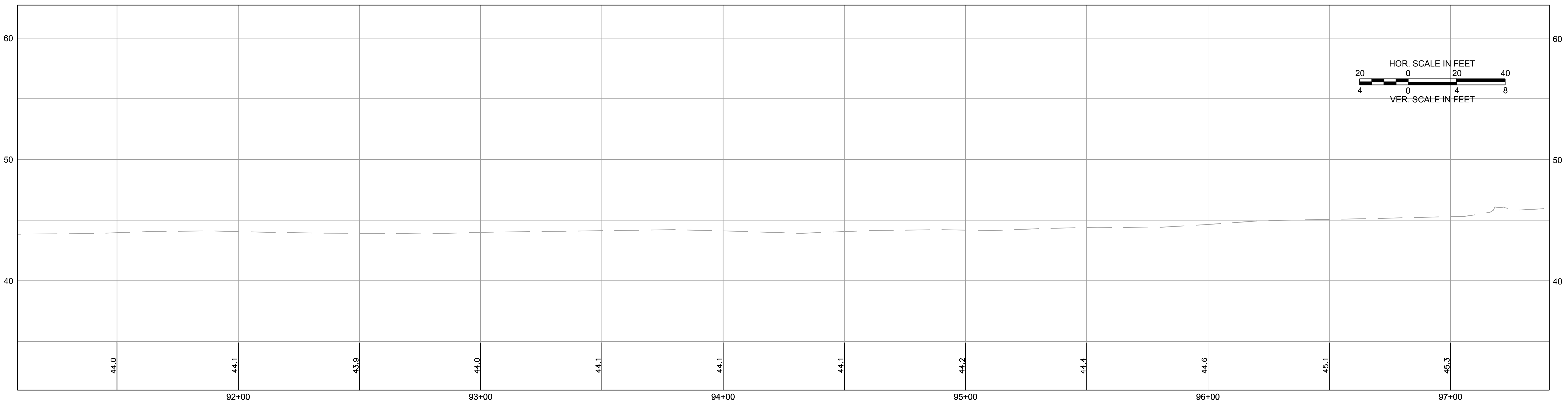
N/F HOME PROPERTIES GARDENCREST, LLC  
#22-26 MIDDLESEX CIRCLE  
BOOK 35815 PAGE 340  
ASSESSORS' PARCEL R52-2-4

N/F HOME PROPERTIES GARDENCREST, LLC  
#22-26 MIDDLESEX CIRCLE  
BOOK 35815 PAGE 340  
ASSESSORS' PARCEL R52-2-4



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SHEET NO. 24

CONTINUED ON  
SHEET NO. 26

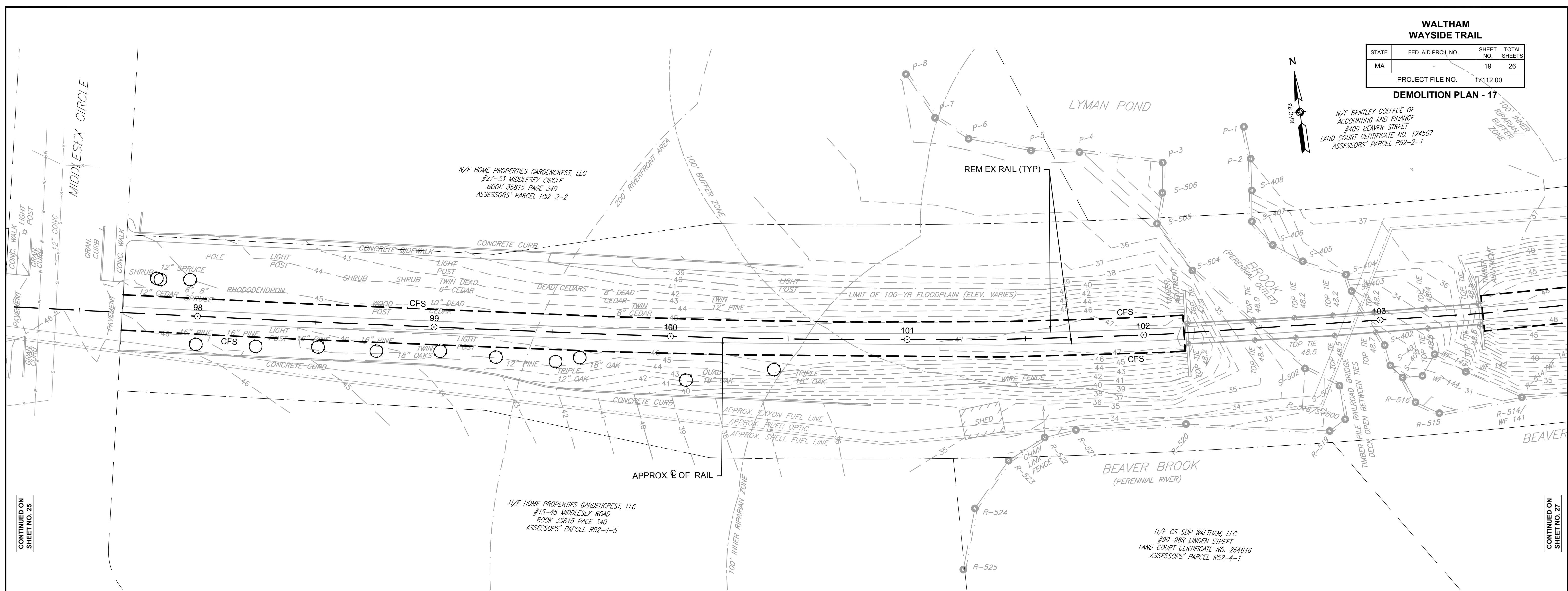
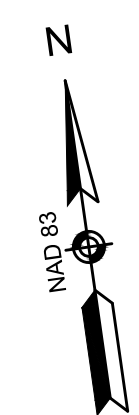


**WALTHAM  
WAYSIDE TRAIL**

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PROJECT FILE NO.		17412.00	

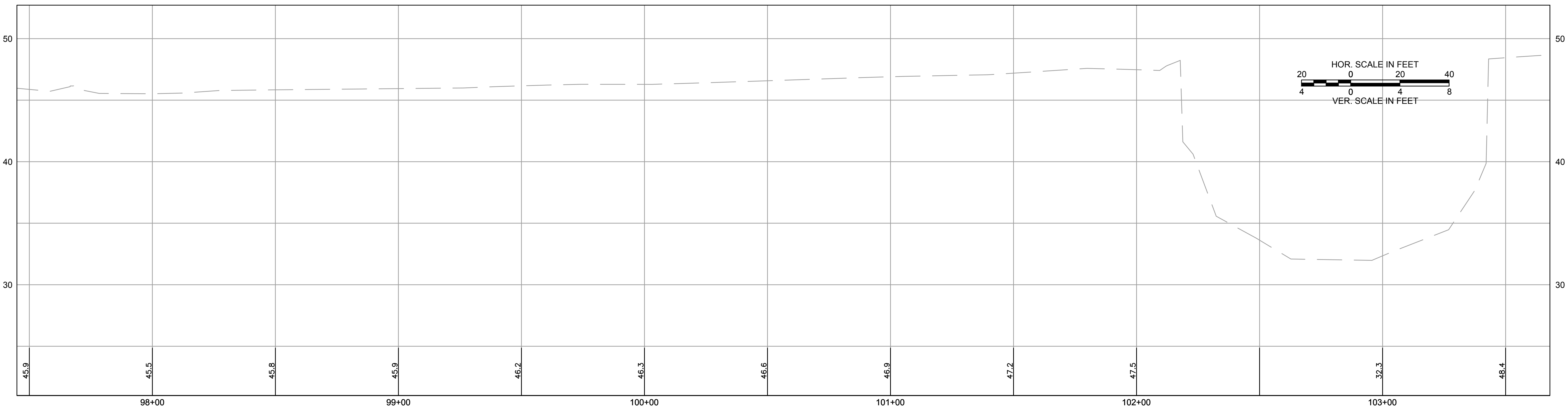
**DEMOLITION PLAN - 17**

N/F BENTLEY COLLEGE OF ACCOUNTING AND FINANCE  
#400 BEAVER STREET  
LAND COURT CERTIFICATE NO. 124507  
ASSESSORS' PARCEL R52-2-1



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SHEET NO. 25

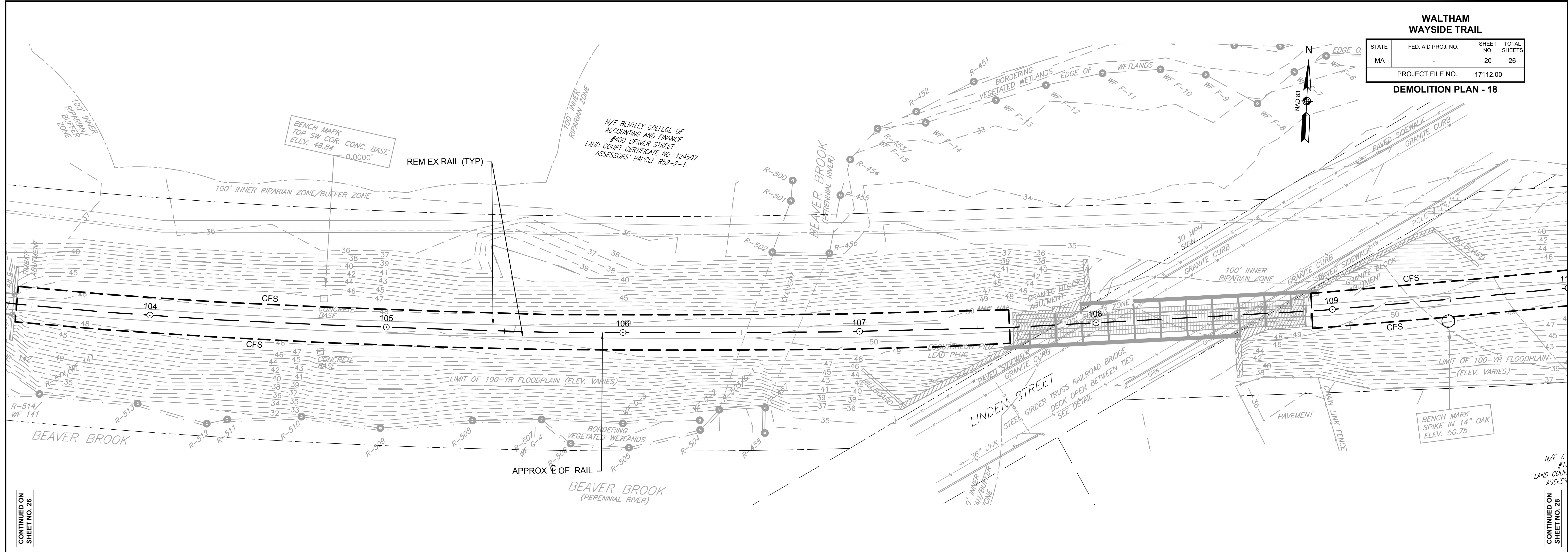
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**WALTHAM  
WAYSIDE TRAIL**

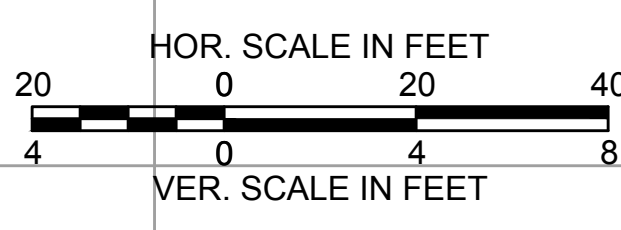
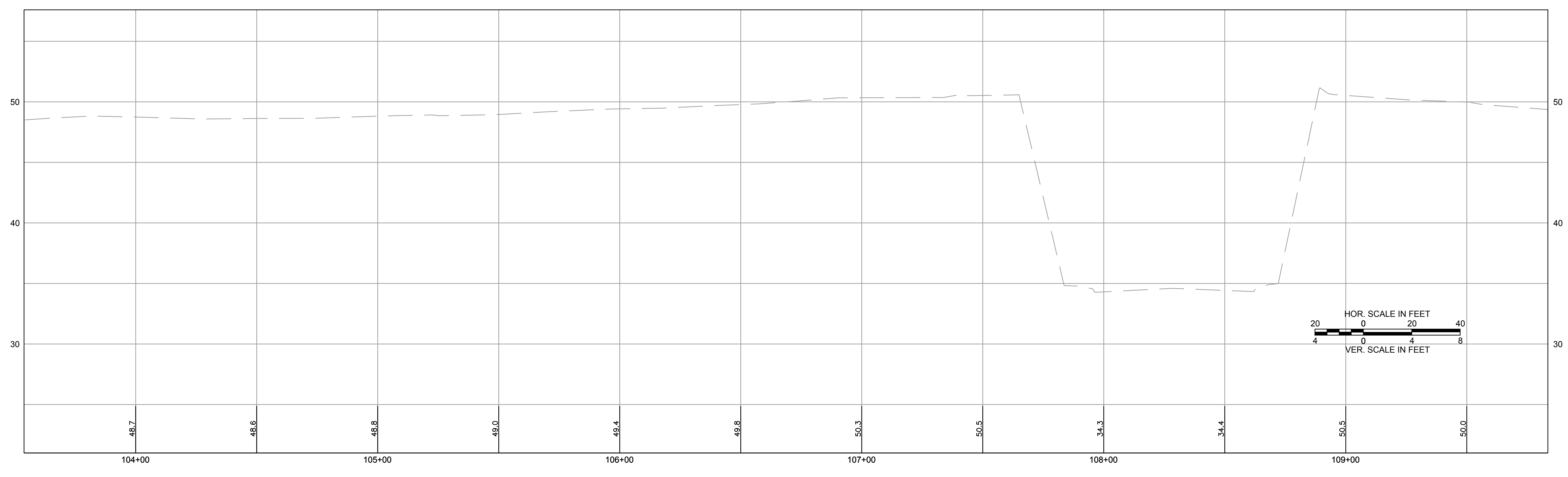
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PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 18**



CONTINUED ON SHEET NO. 26

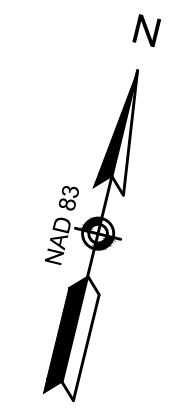
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**WALTHAM  
WAYSIDE TRAIL**

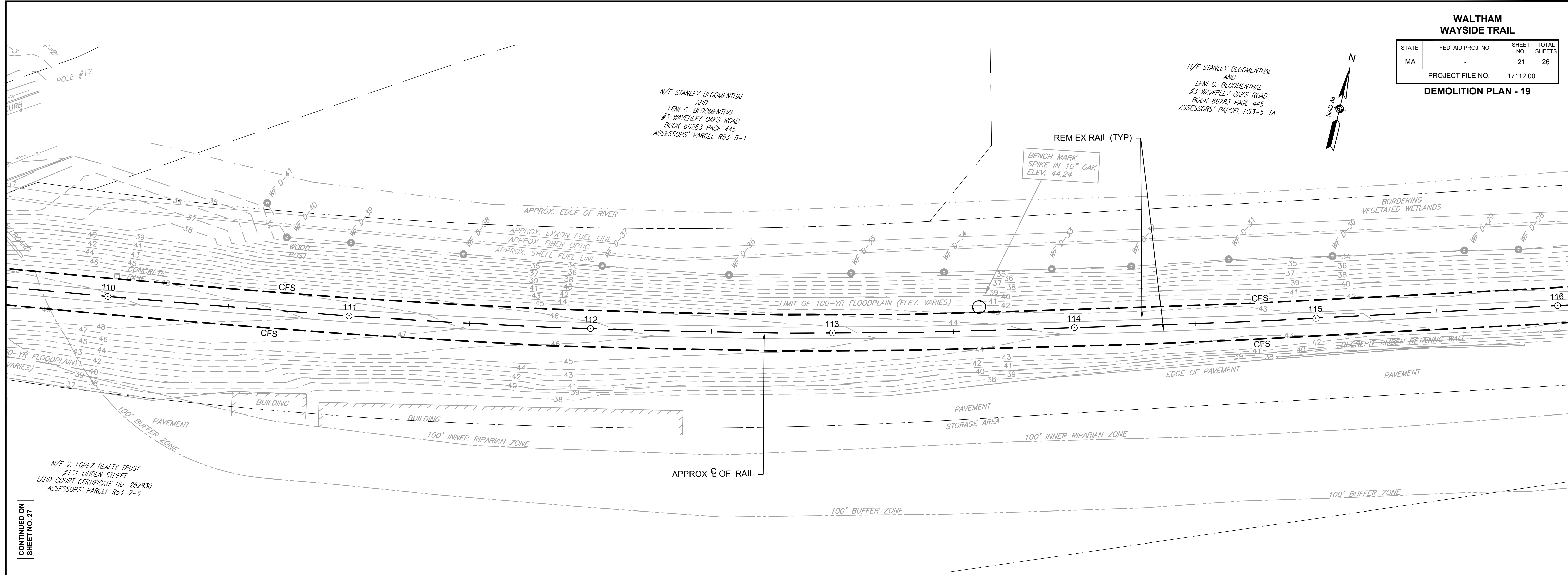
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	21	26
PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 19**



N/F STANLEY BLOOMENTHAL  
AND  
LENI C. BLOOMENTHAL  
#3 WAVERLEY OAKS ROAD  
BOOK 66283 PAGE 445  
ASSESSORS' PARCEL R53-5-1

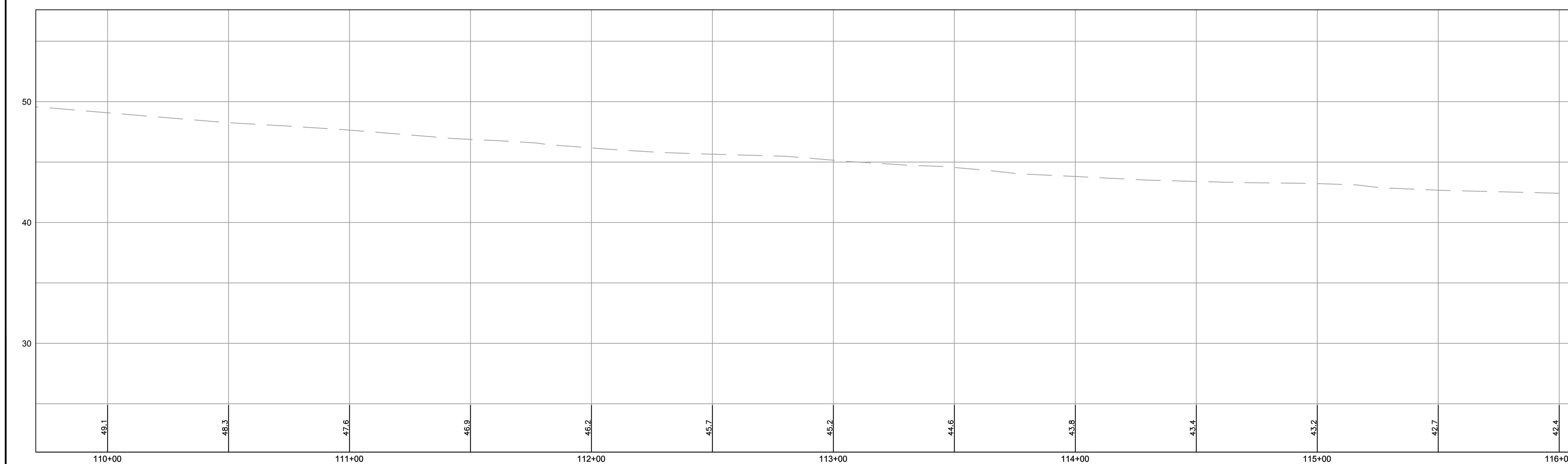
N/F STANLEY BLOOMENTHAL  
AND  
LENI C. BLOOMENTHAL  
#3 WAVERLEY OAKS ROAD  
BOOK 66283 PAGE 445  
ASSESSORS' PARCEL R53-5-1A



N/F V. LOPEZ REALTY TRUST  
#131 LINDEN STREET  
LAND COURT CERTIFICATE NO. 252830  
ASSESSORS' PARCEL R53-7-5

CONTINUED ON  
SHEET NO. 27

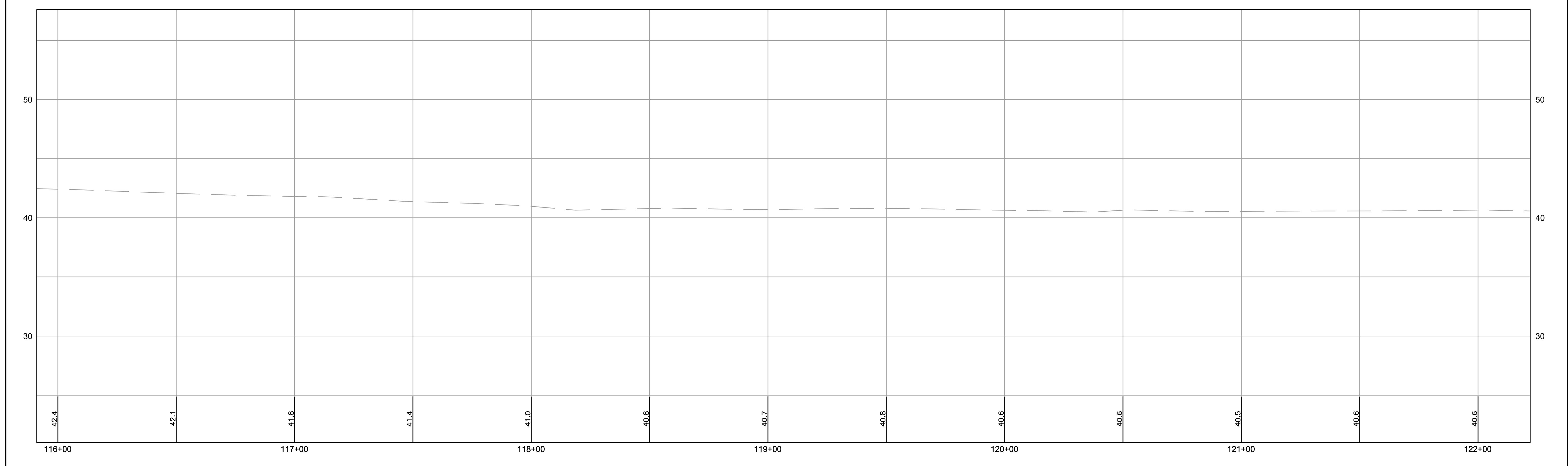
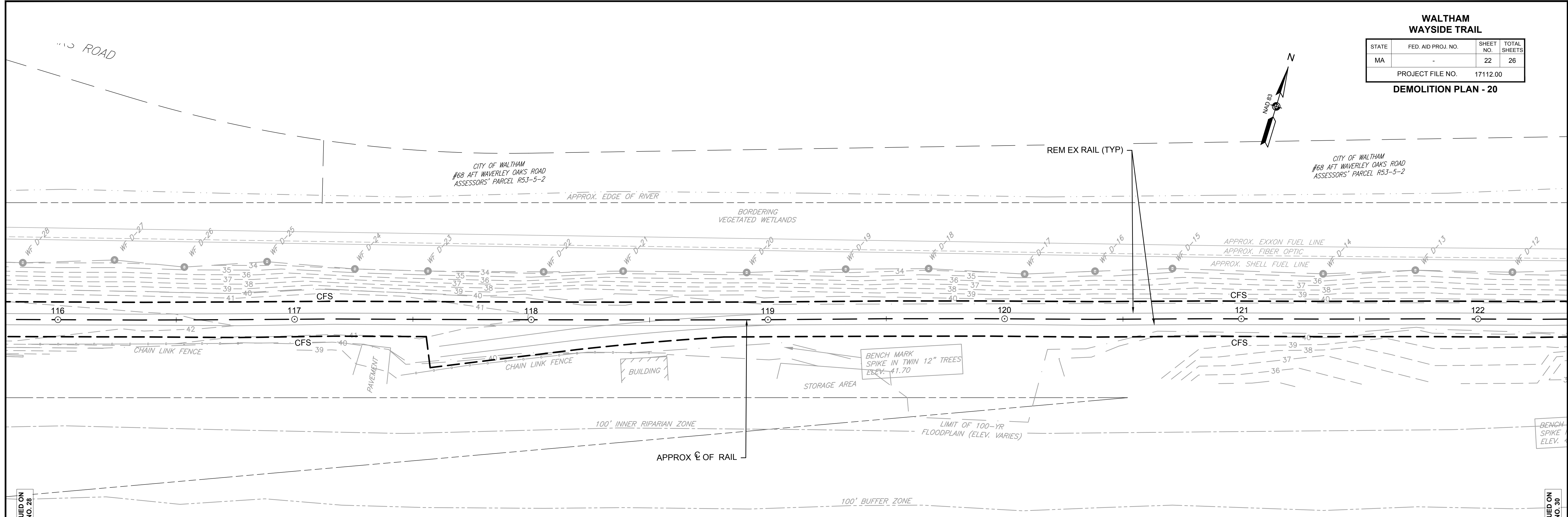
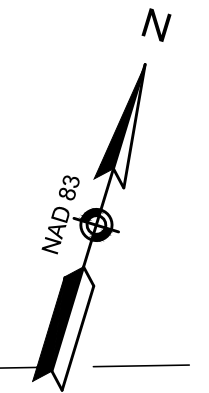
CONTINUED ON  
SHEET NO. 29



**WALTHAM  
WAYSIDE TRAIL**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	22	26
PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 20**



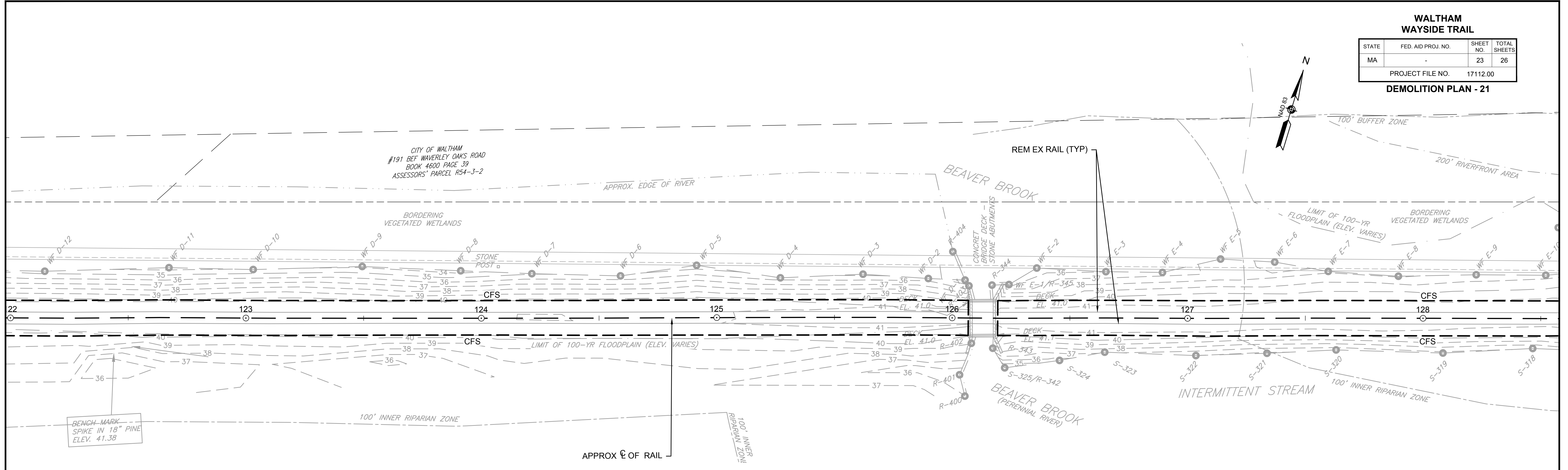
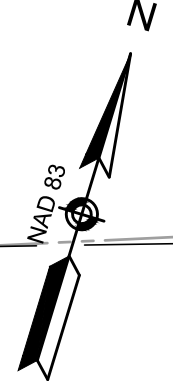
CONTINUED ON  
SHEET NO. 28

CONTINUED ON  
SHEET NO. 30

**WALTHAM  
WAYSIDE TRAIL**

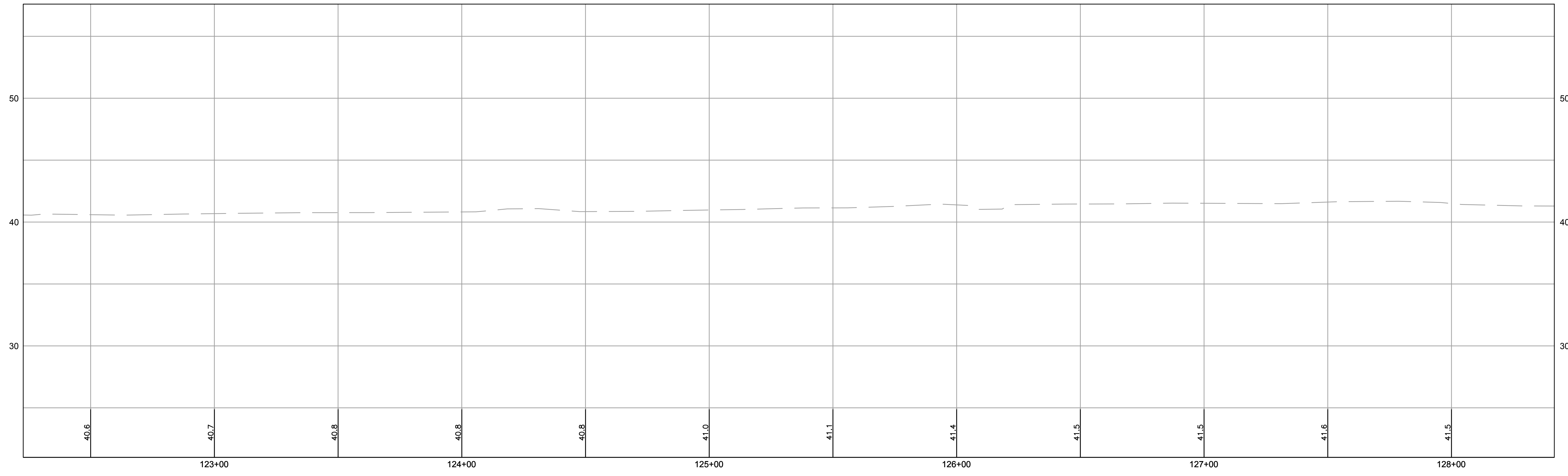
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	23	26
PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 21**



CONTINUED ON  
SHEET NO. 29

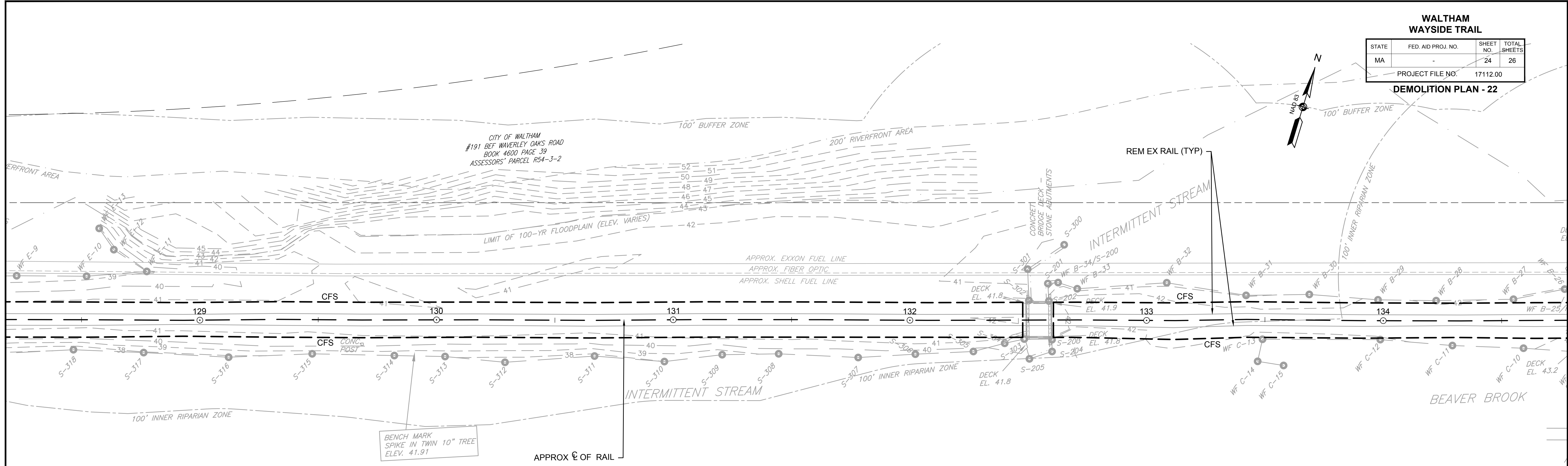
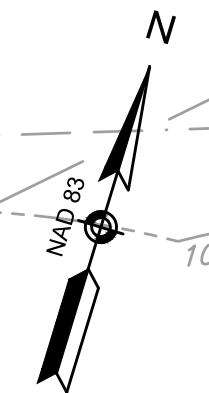
CONTINUED ON  
SHEET NO. 31



**WALTHAM  
WAYSIDE TRAIL**

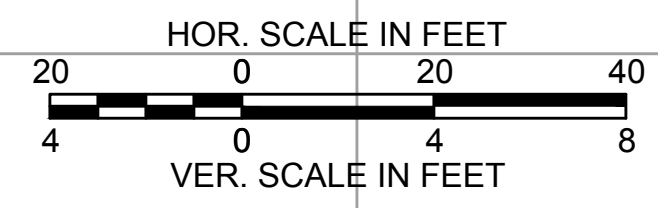
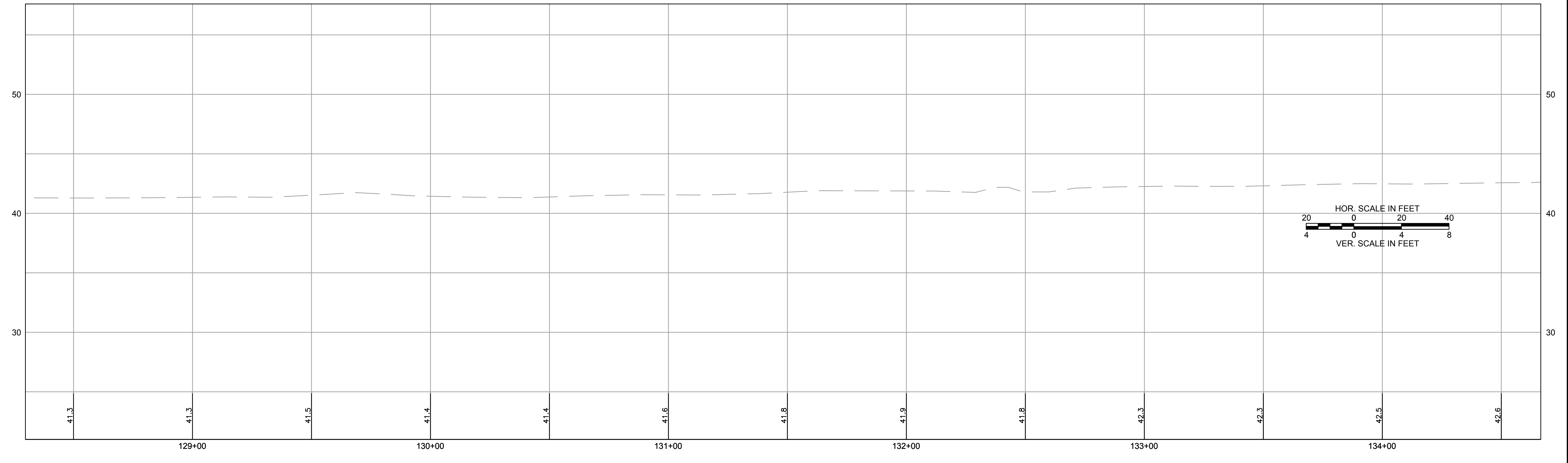
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	24	26
PROJECT FILE NO. 17112.00			

**DEMOLITION PLAN - 22**



CONTINUED ON  
SHEET NO. 30

CONTINUED ON  
SHEET NO. 32



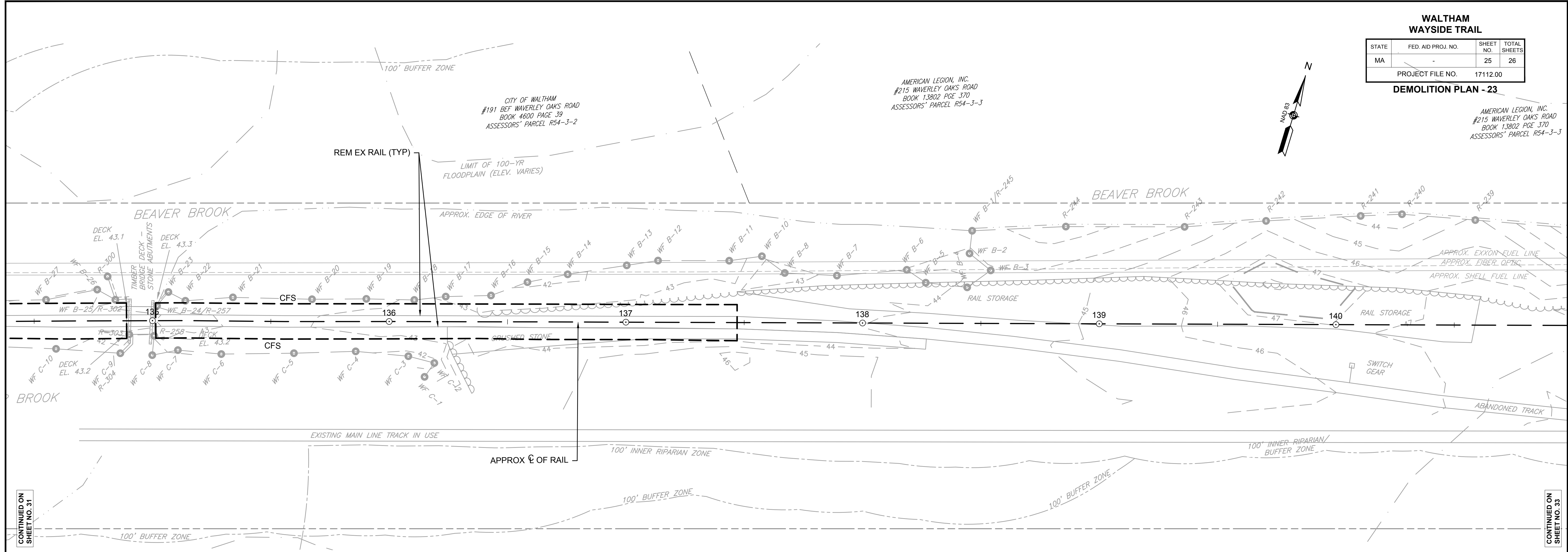
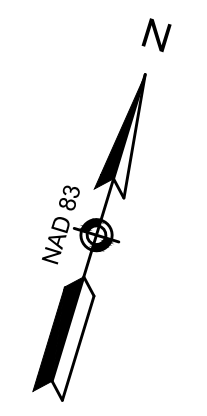


**WALTHAM  
WAYSIDE TRAIL**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		25	26
PROJECT FILE NO.		17112.00	

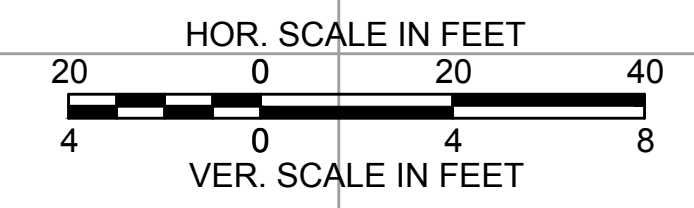
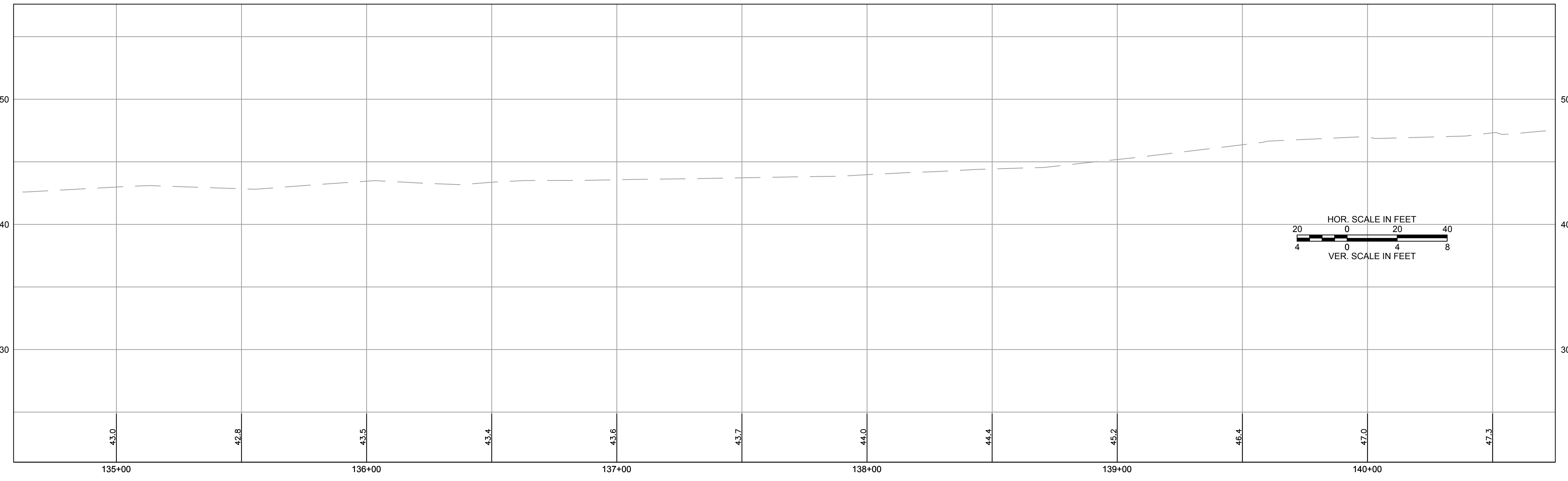
**DEMOLITION PLAN - 23**

AMERICAN LEGION, INC.  
#215 WAVERLEY OAKS ROAD  
BOOK 13802 PGE 370  
ASSESSORS' PARCEL R54-3-3



CONTINUED ON  
SHEET NO. 31

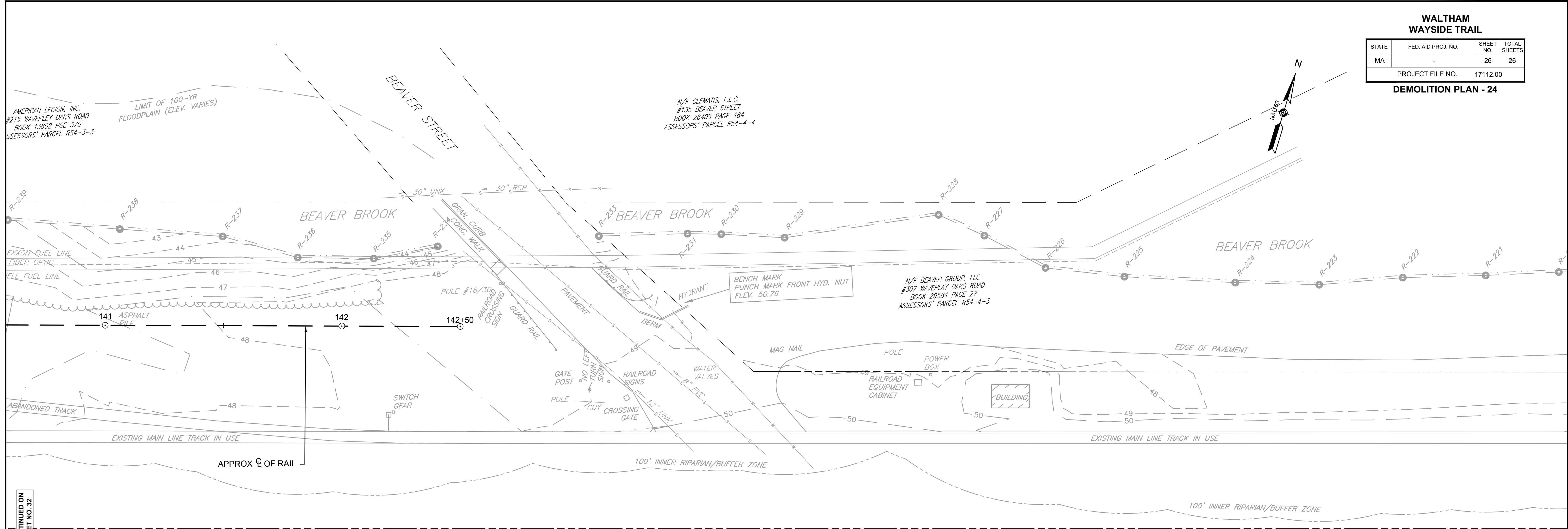
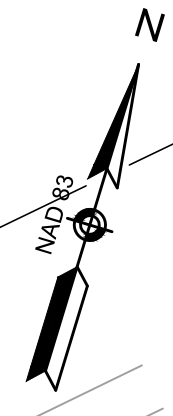
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SHEET NO. 33



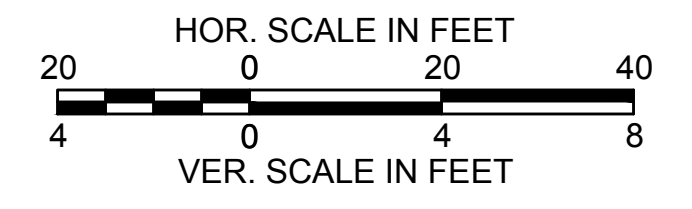
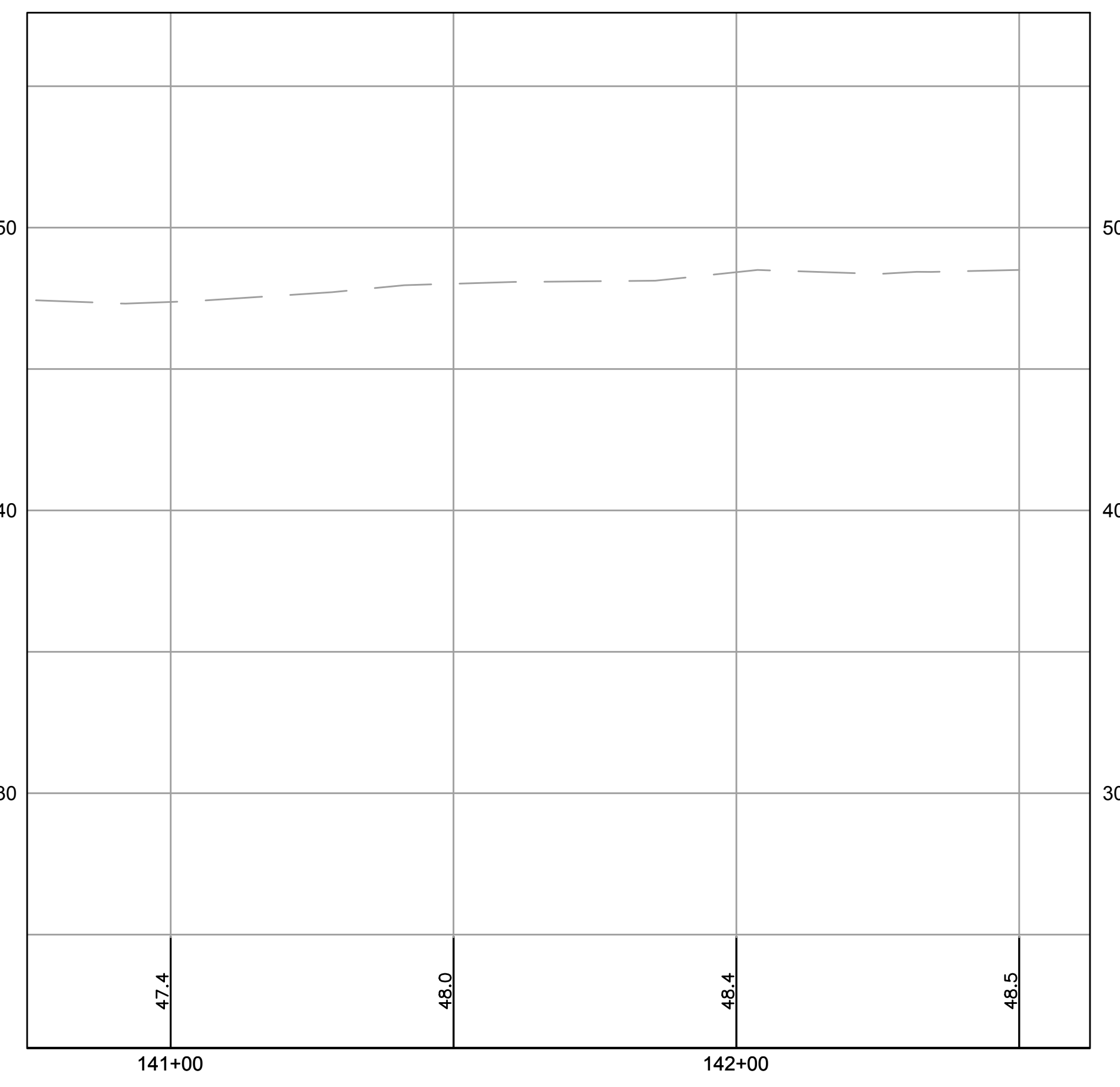
**WALTHAM  
WAYSIDE TRAIL**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	26	26
PROJECT FILE NO.		17112.00	

**DEMOLITION PLAN - 24**



CONTINUED ON  
SHEET NO. 32



# **Conservation Commission Order of Conditions**

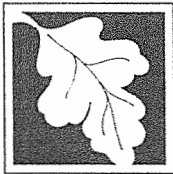
18<sup>th</sup> B

4



2018 00160716  
Bk: 71765 Pg: 96 Doc: ORD  
Page: 1 of 18 10/19/2018 09:17 AM

CITY OF WALTHAM  
CONSERVATION COMMISSION  
ATT. JULIE TOOLE  
119 SCHOOL ST.  
WALTHAM, MA 02451



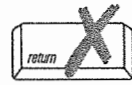
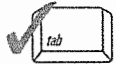
Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
316-0744  
MassDEP File #  
eDEP Transaction #  
Waltham  
City/Town

**A. General Information**

Please note:  
this form has  
been modified  
with added  
space to  
accommodate  
the Registry  
of Deeds  
Requirements

Important:  
When filling  
out forms on  
the  
computer,  
use only the  
tab key to  
move your  
cursor - do  
not use the  
return key.



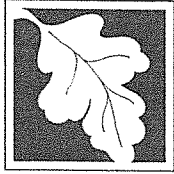
1. From: Waltham  
Conservation Commission

2. This issuance is for (check one):  
a.  Order of Conditions b.  Amended Order of Conditions

3. To: Applicant:  
Catherine Cagle  
a. First Name b. Last Name  
City of Waltham - Planning Dept.  
c. Organization  
119 School Street, Suite 25  
d. Mailing Address  
Waltham MA 02451  
e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):  
Priscilla Geigis  
a. First Name b. Last Name  
Massachusetts Department of Conservation and Recreation  
c. Organization  
251 Causeway Street  
d. Mailing Address  
Boston MA 02114  
e. City/Town f. State g. Zip Code

5. Project Location:  
1265 Main Street to Beaver Street Waltham  
a. Street Address b. City/Town  
N/A (MA Central Railroad right-of-way) N/A (MA Central Railroad right-of-way)  
c. Assessors Map/Plat Number d. Parcel/Lot Number  
Latitude and Longitude, if known: 42d38m2795s -71d20m8412s  
d. Latitude e. Longitude



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
316-0744  
MassDEP File #

eDEP Transaction #  
Waltham  
City/Town

### A. General Information (cont.)

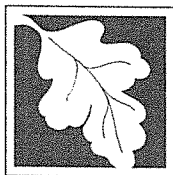
6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):  
Middlesex South
- |           |  |
|-----------|--|
| a. County | b. Certificate Number (if registered land) |
| 13156     | 34   |
| c. Book   | d. Page                                    |
7. Dates:      8-22-2018                      9-20-2018                      10-3-2018  
                    a. Date Notice of Intent Filed      b. Date Public Hearing Closed      c. Date of Issuance
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):  
Waltham Wayside Trail
- |                                      |                          |
|--------------------------------------|--------------------------|
| a. Plan Title                        |                          |
| Pare Corporation                     | John Shevlin, P.E.       |
| b. Prepared By                       | c. Signed and Stamped by |
| 8-22-2018                            | as noted                 |
| d. Final Revision Date               | e. Scale                 |
|                                      |                          |
| f. Additional Plan or Document Title | g. Date                  |

### B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:
- Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:
- |   |   |  |
|---|---|--|
| a. <input type="checkbox"/> Public Water Supply           | b. <input type="checkbox"/> Land Containing Shellfish | c. <input checked="" type="checkbox"/> Prevention of Pollution |
| d. <input type="checkbox"/> Private Water Supply          | e. <input type="checkbox"/> Fisheries                 | f. <input type="checkbox"/> Protection of Wildlife Habitat     |
| g. <input checked="" type="checkbox"/> Groundwater Supply | h. <input type="checkbox"/> Storm Damage Prevention   | i. <input checked="" type="checkbox"/> Flood Control           |
2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

#### Approved subject to:

- a.  the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
316-0744  
MassDEP File #

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Waltham  
City/Town

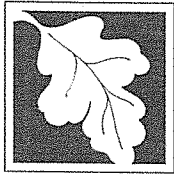
## B. Findings (cont.)

Denied because:

- b.  the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c.  the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3.  Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) \_\_\_\_\_ a. linear feet

**Inland Resource Area Impacts:** Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	_____ a. linear feet	_____ b. linear feet	_____ c. linear feet	_____ d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
6. <input checked="" type="checkbox"/> Land Under Waterbodies and Waterways	4 permanent 735 temp. _____ e. c/y dredged	_____ b. square feet _____ f. c/y dredged	_____ c. square feet	_____ d. square feet
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	40,680 _____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
Cubic Feet Flood Storage	_____ e. cubic feet	_____ f. cubic feet	_____ g. cubic feet	_____ h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	_____ a. square feet	_____ b. square feet		
Cubic Feet Flood Storage	_____ c. cubic feet	_____ d. cubic feet	_____ e. cubic feet	_____ f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront Area	119,525 _____ a. total sq. feet	_____ b. total sq. feet		
Sq ft within 100 ft	83,255 _____ c. square feet	_____ d. square feet	_____ e. square feet	_____ f. square feet
Sq ft between 100-200 ft	36,270 _____ g. square feet	_____ h. square feet	_____ i. square feet	_____ j. square feet



Massachusetts Department of Environmental Protection  
 Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

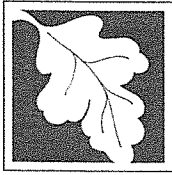
Provided by MassDEP:  
 316-0744  
 MassDEP File #

eDEP Transaction #  
 Waltham  
 City/Town

**B. Findings (cont.)**

**Coastal Resource Area Impacts:** Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	_____	_____		
	a. square feet	b. square feet		
	_____	_____		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	_____	_____	_____ cu yd	_____ cu yd
	a. square feet	b. square feet	c. nourishment	d. nourishment
14. <input type="checkbox"/> Coastal Dunes	_____	_____	_____ cu yd	_____ cu yd
	a. square feet	b. square feet	c. nourishment	d. nourishment
15. <input type="checkbox"/> Coastal Banks	_____	_____		
	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	_____	_____		
	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	_____	_____	_____	_____
	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	_____	_____		
	a. square feet	b. square feet		
	_____	_____		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	_____	_____	_____	_____
	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	_____	_____		
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	_____	_____		
	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	_____	_____		
	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	_____	_____	_____	_____
	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	_____	_____	_____	_____
	g. square feet	h. square feet	i. square feet	j. square feet



Massachusetts Department of Environmental Protection  
 Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 316-0744  
 MassDEP File # \_\_\_\_\_  
 eDEP Transaction # \_\_\_\_\_  
 Waltham  
 City/Town

**B. Findings (cont.)**

\* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

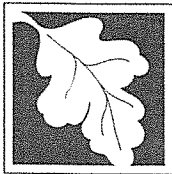
23.  Restoration/Enhancement \*:  
 a. square feet of BVW \_\_\_\_\_ b. square feet of salt marsh \_\_\_\_\_
24.  Stream Crossing(s):  
 a. number of new stream crossings \_\_\_\_\_ b. number of replacement stream crossings \_\_\_\_\_

**C. General Conditions Under Massachusetts Wetlands Protection Act**

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. The work is a maintenance dredging project as provided for in the Act; or
  - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
  - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on \_\_\_\_\_ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.





Massachusetts Department of Environmental Protection  
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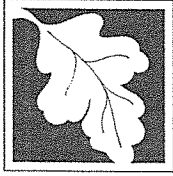
Provided by MassDEP:  
316-0744  
MassDEP File #

eDEP Transaction #  
Waltham  
City/Town

**C. General Conditions Under Massachusetts Wetlands Protection Act**

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,
 

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]  
"File Number            316-0744 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
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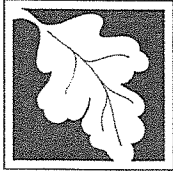
eDEP Transaction #  
Waltham  
City/Town

**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1)  is subject to the Massachusetts Stormwater Standards
  - (2)  is NOT subject to the Massachusetts Stormwater Standards

**If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
  - i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
  - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
  - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



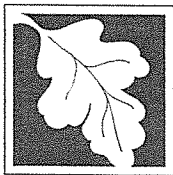
Massachusetts Department of Environmental Protection  
 Bureau of Resource Protection - Wetlands  
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 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:
- i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and
  - ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- g) The responsible party shall:
  - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
  - 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

**See attached.**

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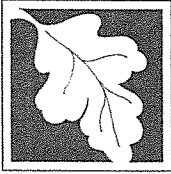


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- 20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



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**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

1. Is a municipal wetlands bylaw or ordinance applicable?  Yes  No
2. The \_\_\_\_\_ hereby finds (check one that applies):  
 Conservation Commission

- a.  that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw \_\_\_\_\_ 2. Citation \_\_\_\_\_

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b.  that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

1. Municipal Ordinance or Bylaw \_\_\_\_\_ 2. Citation \_\_\_\_\_

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

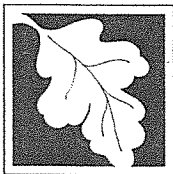
The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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### E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

10-3-2018  
 1. Date of Issuance

Please indicate the number of members who will sign this form.

4  
 2. Number of Signers

This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

by hand delivery on

10-3-2018  
 Date

by certified mail, return receipt requested, on

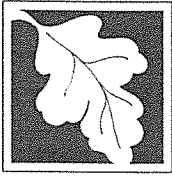
Date

### F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**  
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### G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Waltham  
 Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Waltham  
 Conservation Commission

Please be advised that the Order of Conditions for the Project at:

1265 Main Street to Beaver Street  
 Project Location

316-0744  
 MassDEP File Number

Has been recorded at the Registry of Deeds of:

County Book Page

for: Property Owner

and has been noted in the chain of title of the affected property in:

Book Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant



**Waltham Conservation Commission**  
119 School Street  
Waltham, MA 02451-4596

**SPECIAL ORDER OF CONDITIONS (v1.2)**  
**AS ISSUED BY THE WALTHAM CONSERVATION COMMISSION**

**DEP File Number:** 316-0744  
**Applicant:** City of Waltham  
**Location:** Mass Central RR ROW  
**Date of Issuance:** October 3, 2018

**These conditions apply to the Waltham Component of the Wayside Trail with approximate jurisdictional limits from Station 222+40 to Station 229+20 and from Station 252+00 to 295+65 as defined within the Permit Submission plan set dated August 22, 2018.**

**It is understood that the construction of the trail is intended to take place in two phases.**

**Phase 1** shall include placement of compost filter sock for the length of the project, limited clearing as necessary to provide equipment access and the removal and disposal of existing rails and ties.

**Phase 2** shall include replacement of previously placed compost filter sock as necessary, additional clearing and grubbing, remaining demolition, earthwork, and construction of the trail and its associated amenities as defined by the 75% design documents as amended by the City of Waltham and DCR for the length and design of the fence.

**Violation of any condition stated herein may result in Enforcement Action.**

**21. RECORDING AND ADMINISTRATION**

A. Prior to any work on the site, or within six (6) weeks of the date of this Order, whichever comes first, this Order of Conditions shall be recorded at the Middlesex Registry of Deeds or Land Court, and notice filed with the Commission, pursuant to General Condition 9. Failure to do so shall be deemed cause to revoke this Order.

B. In advance of any work on this project, the applicant shall notify the Commission, and at the request of the Commission, shall arrange an on-site conference among the Commission, the contractor, and the applicant to ensure that all of the conditions of this Order are understood.



C. This Order shall be made a part of all contracts and subcontracts dealing with the work proposed, and shall supersede all other conflicting contract requirements. Except where modified by the following Conditions, all work shall be performed in accordance with the plans and the Notice of Intent. Where a conflict exists between the referenced plans and these Conditions, the Conditions will govern.

D. This Order shall apply to and be binding upon the applicant, its employees, and all successors and assigns in interest or control.

E. Prior to any work being done on the project site, the applicant shall inform the Waltham Conservation Commission in writing of the names, email and mailing addresses, and business and mobile phone numbers of both the project supervisor who will be responsible for ensuring on-site compliance with this order and his/her alternate. The applicant shall also notify the Commission in writing of any changes in this information.

F. Any errors found in the plans or information submitted by the applicant shall be considered as changes, and the procedures outlined in General Condition 14 shall be followed.

G. In conjunction with the sale of any portion of the site covered by this Order of Conditions, the applicant shall submit to the Commission a signed statement by the buyer that he/she is aware of outstanding Orders of Conditions.

H. The Commission may authorize its designated agent to act on its behalf in determining compliance.

I. Special Conditions 25A through 25J shall apply in perpetuity and shall not expire with the issuance of a Certificate of Compliance for this project.

## **22. PRIOR TO COMMENCEMENT OF WORK**

The following conditions, in addition to 21A, 21B, 21C, and 21E, are requirements prior to the commencement of work:

A. Prior to any work on site, the wetland resource area delineation, limit of work delineation, tree protection measures, and erosion controls shall all be in place. The applicant shall notify the Conservation Commission when all of these controls are in place, and, if requested by the Commission, shall arrange an on-site conference among the Commission, the contractor, and the applicant to review same.

B. The wetland resource areas and proposed limit of work shall be clearly marked with stakes, flags or fencing. Such markers will be maintained until all construction on the site's perimeter is complete. All workers shall be informed that no construction activity is to occur beyond this line at any time.

C. The applicant shall preserve and protect all sizeable (DBH of 6 in. or greater) trees, including root systems, that are located in whole or in part within resource areas, 100 ft. buffer zones, or 200 ft. riparian zones, during the demolition and construction phases of this project, except where one or both of the following exceptions are met:

i. Explicit permission has been granted by the Conversation Commission to remove such trees.

ii. The entire tree including root systems is outside the limit of work and therefore already protected by the limit-of-work stakes, flags, or fencing.

At sizeable trees that are to be preserved and protected, strap boards around the trunk from ground level to a height of at least 8 feet. Install fencing below the perimeter of the crown of the tree, or a distance of at least 18

in. from the trunk for each inch of trunk diameter, whichever is greater, to prevent damage to the roots or compaction of soil around the roots. Such measures shall be maintained until all construction, earthwork, and grading is complete, and then shall be removed and legally disposed of off-site. Trees that are scheduled and approved for removal shall be cut off near ground level; no removal of stumps or roots shall occur without written approval of the Conservation Commission.

Clearing and grubbing in accordance with the bid documents for the project as defined previously shall be permitted. This work shall be performed using minimally invasive equipment and methods. The Contractor shall be required to perform a site walk with the Commission if requested to identify specific trees for protection and/or removal.

D. Erosion controls as shown on the approved plans and described herein shall be installed.

i. Perimeter protection consisting of an erosion control barrier of a filter fabric fence backed by a row of double-staked straw bales (not hay), straw wattles, filter socks, or other approved perimeter protection described in the NOI and shown in the referenced plans, shall be placed between all construction activities and wetland areas or rivers, in accordance with Erosion and Sedimentation Guidelines for Urban and Suburban Areas, Mass. DEP, March 1997 or current version. Silt fencing (if proposed) shall be entrenched 4 in. into the ground and double staked.

ii. Stormwater catch basins located adjacent to the site that may receive stormwater runoff from the site shall be protected. These protections shall be installed in accordance with the plans approved by this Order and/or per the direction of the Waltham Conservation Commission. Silt sacks (not filter fabric) installed and properly maintained generally meet this requirement. Silt sacks, if required for the project, shall be emptied at least once every two weeks and whenever silt and debris have collected to a level that is affecting the functionality of the silt sack and/or catch basins. Silt sacks shall be maintained in good working order and must be repaired or replaced when damaged.

iii. The applicant shall regularly clean the closest catch basins in every direction of the construction site, and regularly clean the city streets between the site and said catch basins, for the duration of construction.

iv. Upon completion of the project, the applicant shall remove and legally dispose of off-site all temporary erosion controls and other materials determined to be detrimental to the resource areas if left in place permanently.

E. The applicant shall have on hand at the start of any soil disturbance, removal or stockpiling, a minimum of 20% additional straw bales, straw wattles, filter socks, silt fencing, or other approved perimeter protection system, in good condition, and sufficient stakes for installation. Said items shall be used only for the control of emergency erosion problems and shall not be used for the normal control of erosion described in Condition "D".

### **23. DURING WORK**

A. Accepted engineering and construction standards and procedures for protection of the resource area shall be followed in the completion of this project.

B. A copy of this Order of Conditions, all construction plans, and wetland replication plans if applicable, shall be maintained on site for the duration of any site work and made available to any person doing work on the site.

C. Site grading and construction shall be scheduled to avoid periods of high water. Once begun, grading and construction shall move uninterrupted to completion to avoid erosion and sedimentation of wetlands.

D. Any dewatering or drawdown activities on the project shall not directly discharge into a resource area or as surface flow. All discharges, including those to a storm drainage system, shall make use of a sedimentation tank or similar device to remove sediment before the water is released.

E. As soon as possible during construction, all disturbed areas in the resource area, 100 ft. buffer zone, or 200 ft. riparian zone shall be brought to final finished grade and stabilized permanently against erosion. This shall be done either by sodding, or by loaming, seeding, and mulching according to Natural Resources Conservation Service (formerly USDA) Soil Conservation Service Guidelines. If the latter course is chosen, stabilization will be considered completed once the surface shows complete vegetative cover. Bare, graded ground that cannot be permanently stabilized within thirty (30) days shall be stabilized by temporary measures. Stockpiled ground shall be stabilized as described in Condition 23.G below.

F. No earthen embankment in the resource area, 100 ft. buffer zone, or 200 ft. riparian zone shall have a post-construction slope steeper than 2:1 unless engineered slope stabilization is provided.

G. There shall be no stockpiling of soil, sand, or similar unconsolidated material within the resource area, 100 ft. buffer zone, or 200 ft. riparian zone, unless otherwise authorized by these Conditions or by the Waltham Conservation Commission. Any stockpile of soil, sand, or similar materials that is permitted within said areas must be enclosed within a line of entrenched and staked erosion control socks or silt fence in addition to the perimeter erosion controls for the site. In the event that all earthwork ceases for more than 15 days or if inclement weather is imminent, all exposed stockpiled soils must be stabilized with a temporary vegetative cover, tarp, or other erosion control acceptable to the Waltham Conservation Commission.

H. There shall be no discharge or spillage of fuel, oil, or other pollutants (including but not limited to: paint stripper, soap, detergent, other cleaning chemicals, industrial solvents, strong acids and bases, etc.) into any resource area, 100 ft. buffer zone, or 200 ft. riparian zone. The applicant shall take all reasonable precautions to prevent the release of pollutants by ignorance, accident, or vandalism. No fueling or maintenance of vehicles shall be allowed within a resource area, 100 ft. buffer zone, or 200 ft. riparian zone, unless otherwise authorized by the Conditions or the Waltham Conservation Commission.

I. No plants, shrubs, or trees listed on the latest Massachusetts Department of Agricultural Resources Prohibited Plant List (invasive species) may be brought onto or planted anywhere on the property. (Plant List is available at <http://www.mass.gov/eea/agencies/agr/farm-products/plants/massachusetts-prohibited-plant-list.html>).

J. Planting within the resource area, 100 ft. buffer zone, and 200 ft. riparian zone shall be limited to species that are native to Massachusetts.

K. As necessary or as directed by the Engineer, the contractor shall clean out culverts within the project limits where flow of natural waterways is being impeded.

L. Work associated with the Timber Bridge located over the Lyman Pond outlet shall be completed to the extent possible during the seasonal low water to minimize any impacts on the waterway.

## **24. POST CONSTRUCTION**

Upon completion of construction and final soil stabilization, the Applicant shall submit the following to the Waltham Conservation Commission to request a Certificate of Compliance (COC):

A. A completed Request for Certificate of Compliance – WPA Form 8A;

B. In the case of commercial and multi-family residential projects, and all projects that involve re-grading inside a flood zone or flood plain: an as-built plan (including grading) and a signed letter from a licensed professional certifying that the work has been completed in substantial compliance with the approved plans and the Order of Conditions.

## **25. UPON COMPLETION OF WORK - CONDITIONS IN PERPETUITY**

The following Conditions are ongoing and do not expire with the expiration of the Order of Conditions or the issuance of a Certificate of Compliance.

A. No underground storage of fuel oil or other petroleum products shall be allowed within the resource area, 100 ft. buffer zone, or 200 ft. riparian zone. There shall be no storage of petroleum products within the resource area, 100 ft. buffer zone, or 200 ft. riparian zone on the site at any time, except to the extent reasonably necessary for the ordinary uses of the occupants and maintenance staff of the property (e.g., re-fueling landscaping and snow removal equipment for use on the property, and the fuel and oil contained within vehicles). For single family homes, this restriction limits quantities to those commensurate with maintaining a single family home.

B. Fertilizer, pesticides, and herbicides shall not be used within a resource area, 100 ft. buffer zone, or 200 ft. riparian zone, except where herbicides or pesticides are used in a limited application to target invasive species where specifically approved by the Conservation Commission. For the duration of each landscaping season, signs of a minimum of two square feet that are reasonably legible and that state such restriction, shall be posted and maintained at all landscaper access points to all landscaped areas that occur in the above-mentioned areas, on all except single-family residential properties.

The DCR and the City of Waltham are granted permission to continue efforts for the control of invasive species as needed on an ongoing basis within the time of year outlined herein to ensure that such species do not impede the intended use of the trail.

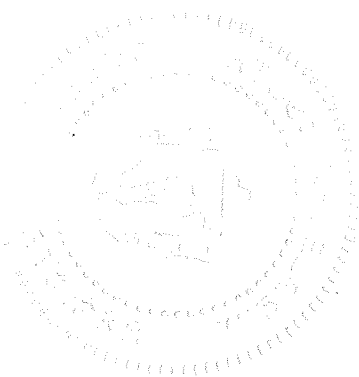
In addition to control of invasive species, the DCR and the City are granted permission to implement periodic trimming and pruning, only as necessary, to maintain the trail in an unimpeded manner and to install additional landscaping as recommended by the City of Waltham and DCR.

C. Salt and other chemical de-icing shall not be used within a resource area or within a resource area, 100 ft. buffer zone, or 200 ft. riparian zone. For the duration of each snow removal season, signs of a minimum of two square feet that are reasonably legible and that state such restriction shall be posted and maintained at all vehicle entrances to the above mentioned area on all except single-family residential properties.

D. Sand used for winter traction in paved areas shall be removed periodically during the winter and by May 1<sup>st</sup> of each year. Records of cleaning shall be maintained on site.

E. There shall be no discharge or spillage of fuel, oil, or other pollutants (including but not limited to: paint stripper, soap or detergent, other cleaning chemicals, industrial solvents, strong acids and bases, etc.) into any resource area, 100 ft. buffer zone, or 200 ft. riparian zone. The applicant shall take all reasonable precautions to prevent the release of pollutants by ignorance, accident, or vandalism. No fueling or maintenance of vehicles shall be allowed within a resource area, 100 ft. buffer zone, or 200 ft. riparian zone unless otherwise authorized by the Conditions or the Waltham Conservation Commission.

- F. The storm drainage system shall be equipped with gas and oil traps. Catch basins shall be inspected by the applicant every 6 months, and cleaned and maintained as needed based on the inspection. Records of said inspection and cleaning shall be maintained on site.
- G. Following the completion of construction and grading, all exposed soils within the resource area(s), 100 ft. buffer zone, and 200 ft. riparian zone must be adequately stabilized. Gradients of 3 units horizontal to 1 unit vertical or steeper must be stabilized with a permanent vegetative cover, unless engineered slope stabilization is provided. Bark mulch or wood mulch may in appropriate circumstances be used to provide adequate stabilization on slopes with a gradient less than 3:1.
- H. Stormwater infiltration devices must be maintained per manufacturer specifications and the approved Operations and Maintenance plan, if any.
- I. Any fencing within a resource area shall have a continuous gap, interrupted only at main support posts, between the bottom of the fence and the ground. The bottom edge shall be free of sharp edges and sharp protrusions. For single-family residential properties, the gap shall be at least 4 in. For commercial and multi-family residential properties, the gap shall be at least 6 in.
- J. Any plantings within a resource area, 100 ft. buffer zones, or 200 ft. riparian zones, or as part of any mitigation plan, shall be maintained and successfully established, and the planting area shall be kept free of invasive plant species. The Commission may require replanting in case of significant failure.
- K. Following the completion of work by the Contractor, ongoing maintenance of the structures within the identified jurisdictional limits are permitted to maintain the integrity of the trail and shall be the responsibility of the owner, inclusive of culvert clearing as necessary.



OCT 19 2018

COMMONWEALTH OF MASSACHUSETTS.  
MIDDLESEX S.S. \_\_\_\_\_  
SOUTH DIST. REGISTRY OF DEEDS  
CAMBRIDGE, MA  
I HEREBY CERTIFY THE FOREGOING  
IS A TRUE COPY OF A PAPER 71765  
RECORDED IN BOOK \_\_\_\_\_  
PAGE 96 \_\_\_\_\_  
*Alma C. Cantabene*  
REGISTER

