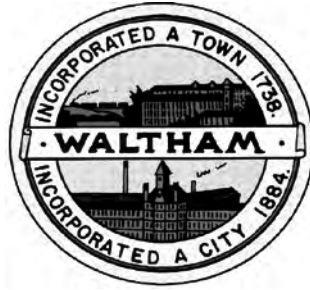


The City of Waltham



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

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

The Bid Opening will be held: 10:00 AM on March 9th, 2020

Pre-Bid Meeting will be held: 1:00 PM on February 27th, 2020

(Meet in the City Hall Conference Room, 610 Main Street, Waltham)

Last day for written questions: 12:00 Noon February 28th, 2020

(via email only to jpedulla@city.waltham.ma.us)

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END OF SECTION

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 **10:00 A.M., MONDAY MARCH 9TH, 2020** 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 is a rail section to remain on site. (sheet #9.) Approximately 30' of track east of Bacon Street that has a bumper stop. The Contractor shall Preserve and Protect 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.

4. Work to be Completed by June 15th, 2020.

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	Hours Worked							(A) Tot. Hrs.	(B) Hourly Base Wage	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			(C) Health & Welfare	(D) Pension	(E) Supp. Unemp.		

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 2 – Bidder’s Acknowledgements
- ARTICLE 3 – Bidder’s Representations
- ARTICLE 4 – Bidder’s Certification
- ARTICLE 5 – Basis of Bid
- 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					
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
TOTAL					
NOTE , 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) by June 15th, 2020.**

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 _____, 2020 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 June 15th, 2020.

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

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 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.

END OF SECTION 00700

SECTION 00710

PREVAILING WAGE SCHEDULE

Please visit the City Web Site at 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

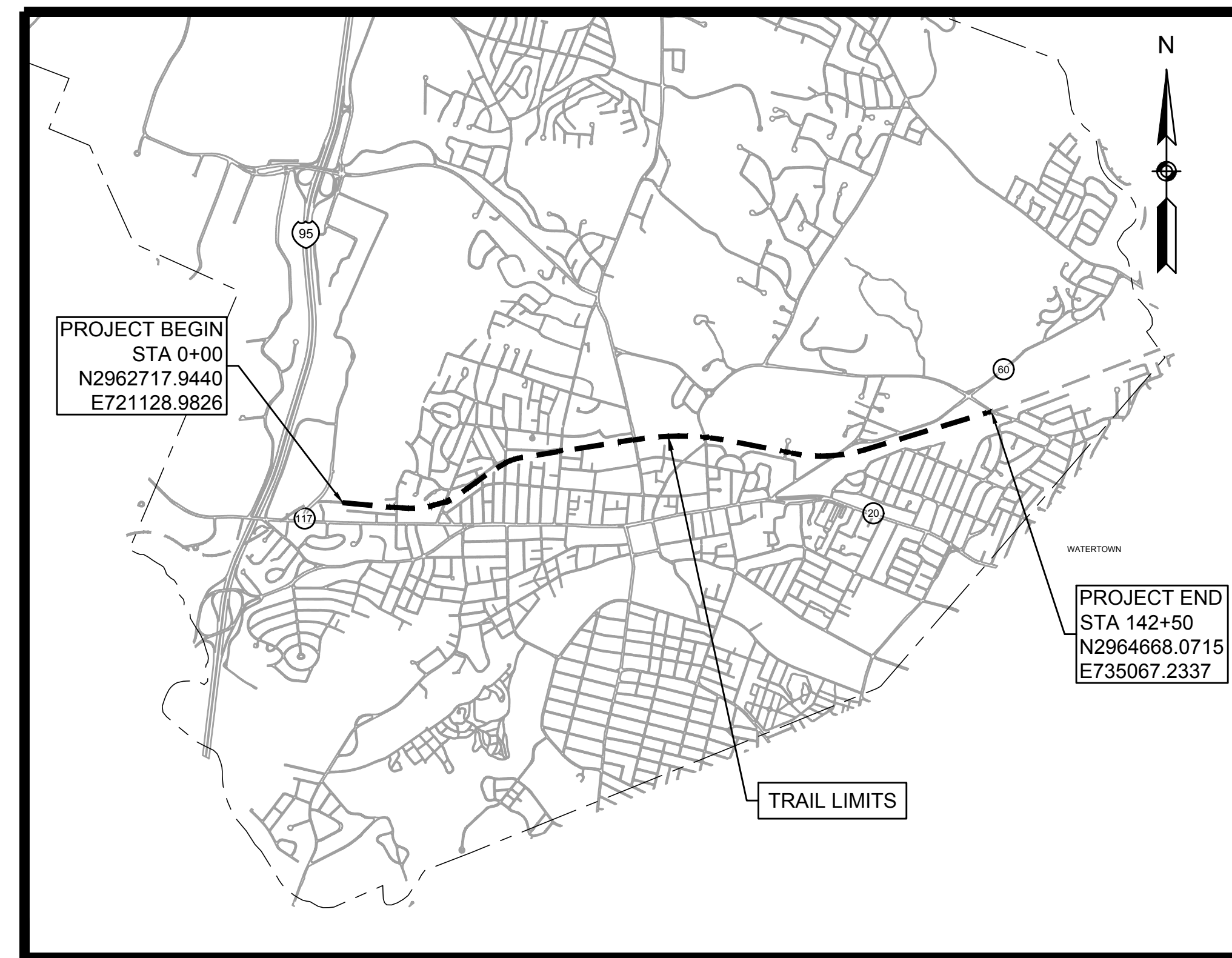
WALTHAM WAYSIDE TRAIL

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.

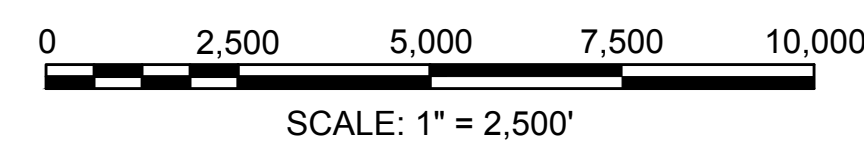
INDEX	
SHEET NO.	DESCRIPTION
01	TITLE SHEET AND INDEX
02	LEGEND & ABBREVIATIONS
03 - 26	DEMOLITION PLAN 1 TO 24



DESIGN DESIGNATION (WAYSIDE TRAIL)


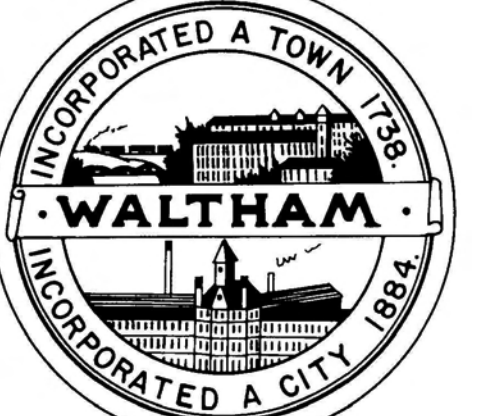
DESIGN SPEED	18 MPH
ADT (2017)	4,100
ADT (2037)	4,293
K	9%
D	
T (PEAK HOUR)	0%
T (AVERAGE DAY)	0%
DHV	387
DDHV	
FUNCTIONAL CLASSIFICATION	MULTI-USE PATH

DATE	DESCRIPTION	REV #



LENGTH OF PROJECT = 14,250 FEET = 2.7 MILES

OCTOBER 2018

 PARE 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
JB	JB	JERSEY BARRIER
CB	CB	CATCH BASIN
CB	CB	CATCH BASIN CURB INLET
FP	FP	FLAG POLE
GP	GP	GAS PUMP
MB	MB	MAIL BOX
□	□	POST SQUARE
○	○	POST CIRCULAR
⊕	⊕	WELL
◻	◻	ELECTRIC HANDHOLE
○	○	FENCE GATE POST
○	○	GAS GATE
⊕	⊕	BORING HOLE
⊕	⊕	MONITORING WELL
⊕	⊕	TEST PIT
⊕	⊕	HYDRANT
⊕	⊕	LIGHT POLE
CO.BD.	CO.BD.	COUNTY BOUND
○	○	GPS POINT
○	○	CABLE MANHOLE
○	○	DRAINAGE MANHOLE
○	○	ELECTRIC MANHOLE
○	○	GAS MANHOLE
○	○	MISC MANHOLE
○	○	SEWER MANHOLE
○	○	TELEPHONE MANHOLE
○	○	WATER MANHOLE
MHB	MHB	MASSACHUSETTS HIGHWAY BOUND
MON	MON	MONUMENT
SB	SB	STONE BOUND
TB	TB	TOWN OR CITY BOUND
△	△	TRAVERSE OR TRIANGULATION STATION
TPL or GUY	TPL or GUY	TROLLEY POLE OR GUY POLE
HTP	HTP	TRANSMISSION POLE
UFB	UFB	UTILITY POLE W/ FIREBOX
UPDL	UPDL	UTILITY POLE WITH DOUBLE LIGHT
ULT	ULT	UTILITY POLE W / 1 LIGHT
UPL	UPL	UTILITY POLE
○	○	BUSH
○	○	TREE
○	○	STUMP
○	○	SWAMP / MARSH
WG	WG	WATER GATE
PM	PM	PARKING METER
---	---	OVERHEAD CABLE/WIRE
---	---	CURBING
---99---	---99---	CONTOURS (ON-THE-GROUND SURVEY DATA)
---99---	---99---	CONTOURS (PHOTOGRAMMETRIC DATA)
---	---	UNDERGROUND DRAIN PIPE (DOUBLE LINE 24 INCH AND OVER)
---	---	UNDERGROUND ELECTRIC DUCT (DOUBLE LINE 24 INCH AND OVER)
---	---	UNDERGROUND GAS MAIN (DOUBLE LINE 24 INCH AND OVER)
---	---	UNDERGROUND SEWER MAIN (DOUBLE LINE 24 INCH AND OVER)
---	---	UNDERGROUND TELEPHONE DUCT (DOUBLE LINE 24 INCH AND OVER)
---	---	UNDERGROUND WATER MAIN (DOUBLE LINE 24 INCH AND OVER)
○	○	BALANCED STONE WALL
□	□	GUARD RAIL - STEEL POSTS
□	□	GUARD RAIL - WOOD POSTS
---	---	CHAIN LINK OR METAL FENCE
---	---	WOOD FENCE
○	○	HAY BALES/SILT FENCE
○	○	TREE LINE
---	---	SAWCUT LINE
---	---	TOP OR BOTTOM OF SLOPE
---	---	EDGE OF PAVEMENT
---	---	LIMIT OF WORK / LIMIT OF REGRADING / COMPOST FILTER SOCK (UNLESS NOTED OTHERWISE ON PLANS)
---	---	BANK OF RIVER OR STREAM
---	---	BORDER OF WETLAND
---	---	100 FT WETLAND BUFFER
---	---	200 FT RIVERFRONT BUFFER
---	---	STATE HIGHWAY LAYOUT
---	---	TOWN OR CITY LAYOUT
---	---	COUNTY LAYOUT
---	---	RAILROAD SIDELINE
---	---	TOWN OR CITY BOUNDARY LINE
---	---	PROPERTY LINE OR APPROXIMATE PROPERTY LINE
---	---	EASEMENT
---	---	WETLAND FLAG
---	---	WETLAND EDGE
○	○	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
⊕	⊕	CONTROLLER PHASE ACTUATED
⊕	⊕	TRAFFIC SIGNAL HEAD (SIZE AS NOTED)
⊕	⊕	WIRE LOOP DETECTOR (6' x 6' TYP UNLESS OTHERWISE SPECIFIED)
⊕	⊕	VIDEO DETECTION CAMERA
⊕	⊕	MICROWAVE DETECTOR
⊕	⊕	PEDESTRIAN PUSH BUTTON, SIGN (DIRECTIONAL ARROW AS SHOWN) AND SADDLE
*	*	EMERGENCY PREEMPTION CONFIRMATION STROBE LIGHT
←	←	VEHICULAR SIGNAL HEAD
←	←	VEHICULAR SIGNAL HEAD, OPTICALLY PROGRAMMED
←	←	FLASHING BEACON
←	←	PEDESTRIAN SIGNAL HEAD, (TYPE AS NOTED OR AS SPECIFIED)
---	---	RAILROAD SIGNAL
---	---	SIGNAL POST AND BASE (ALPHA-NUMERIC DESIGNATION NOTED)
---	---	MAST ARM, SHAFT AND BASE (ARM LENGTH AS NOTED)
---	---	HIGH MAST POLE OR TOWER
---	---	SIGN AND POST
---	---	SIGN AND POST (2 POSTS)
---	---	MAST ARM WITH LUMINAIRE
---	---	OPTICAL PRE-EMPTION DETECTOR
---	---	CONTROL CABINET, GROUND MOUNTED
---	---	CONTROL CABINET, POLE MOUNTED
---	---	FLASHING BEACON CONTROL AND METER PEDESTAL
---	---	LOAD CENTER ASSEMBLY
---	---	PULL BOX 12"x12" (OR AS NOTED)
---	---	ELECTRIC HANDHOLE 12"x24" (OR AS NOTED)
---	---	TRAFFIC SIGNAL CONDUIT

PAVEMENT MARKINGS SYMBOLS

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

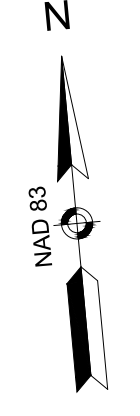
TRAFFIC SIGNAL ABBREVIATIONS

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	

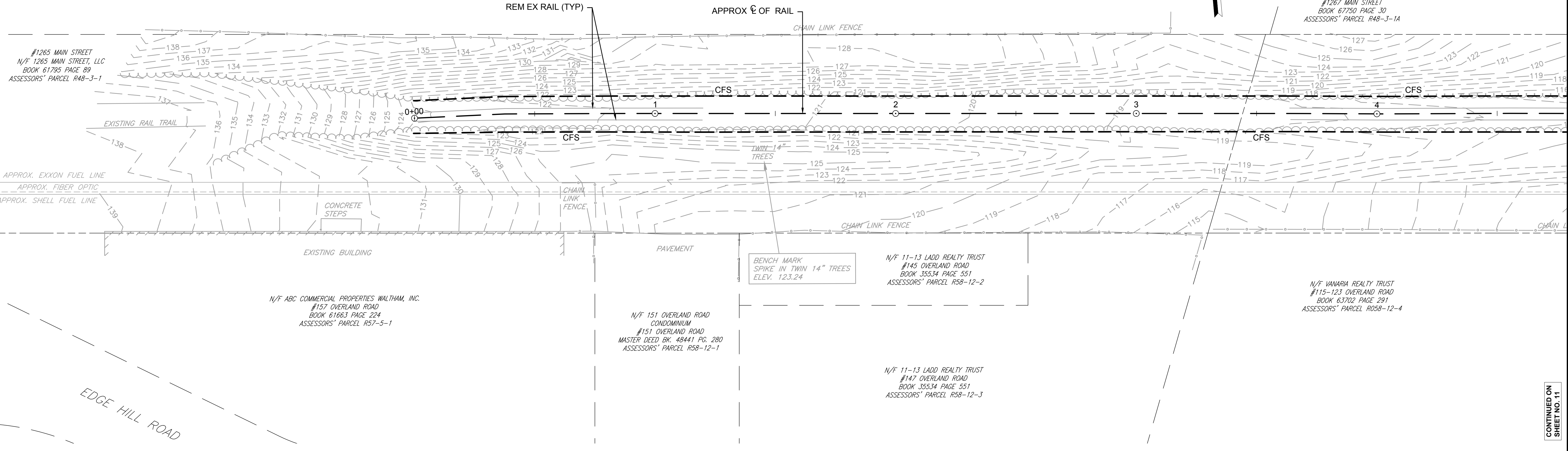
DEMOLITION PLAN - 1



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

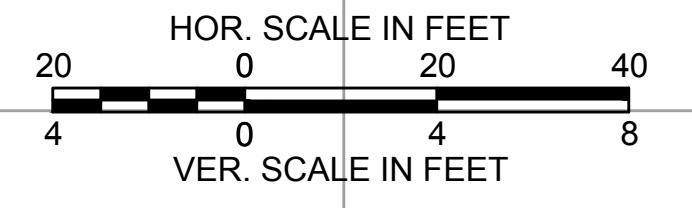
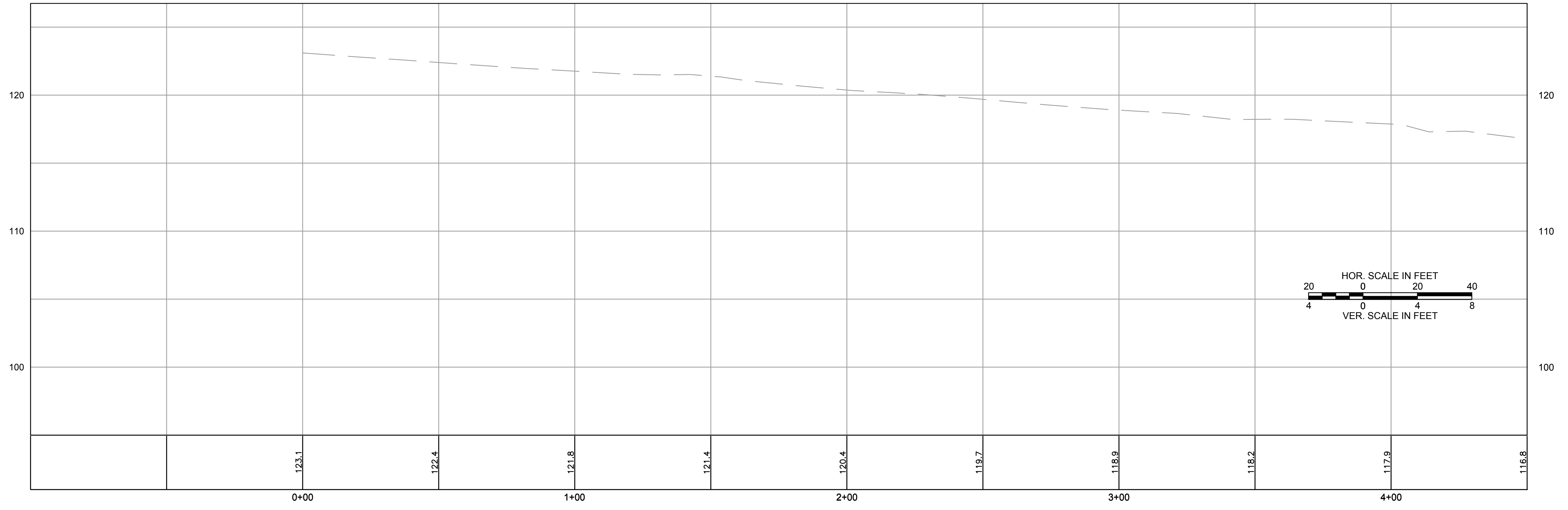
N/F 151 OVERLAND ROAD
CONDOMINIUM
#151 OVERLAND ROAD
MASTER DEED BK. 48441 PG. 280
ASSESSORS' PARCEL R58-12-1

BENCH MARK
SPIKE IN TWIN 14" TREES
ELEV. 123.24

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

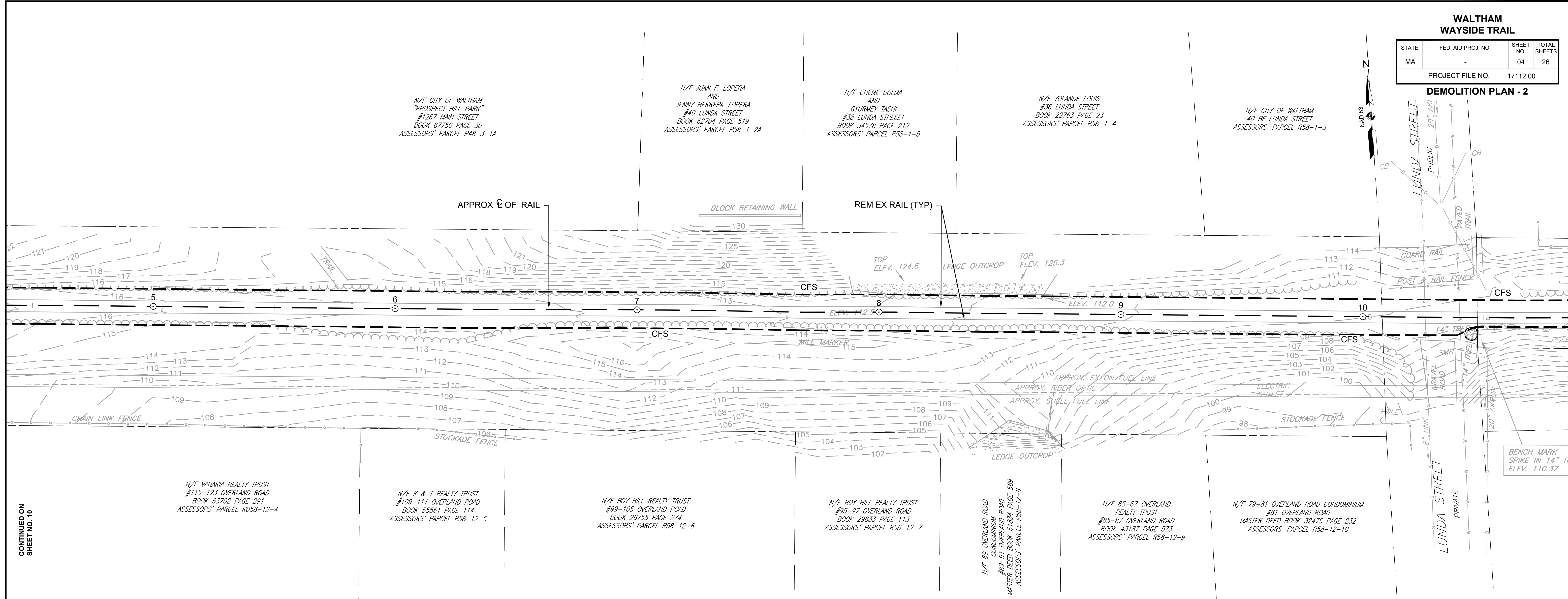


CONTINUED ON
SHEET NO. 11

**WALTHAM
WAYSIDE TRAIL**

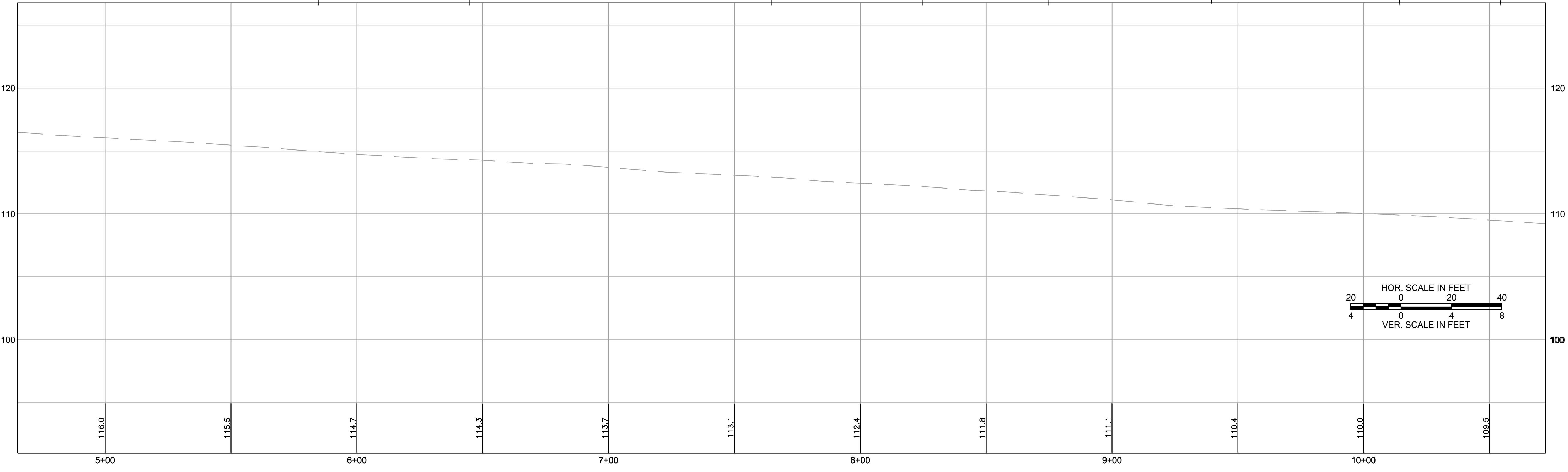
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MA	-	04	26
PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 2



CONTINUED ON
SHEET NO. 10

CONTINUED ON
SHEET NO. 12



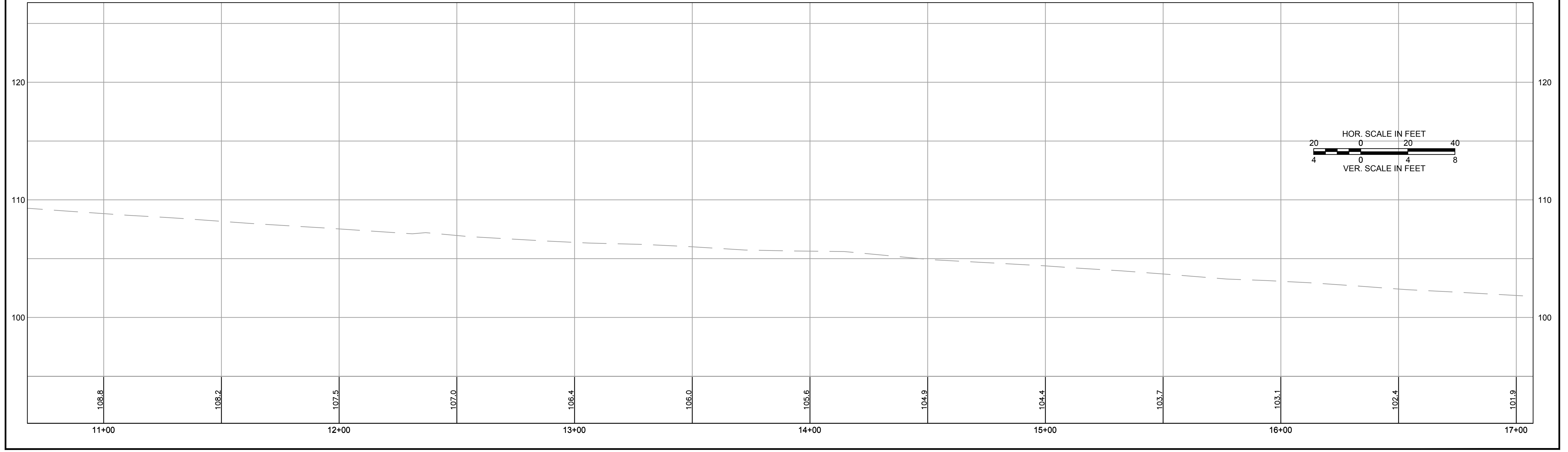
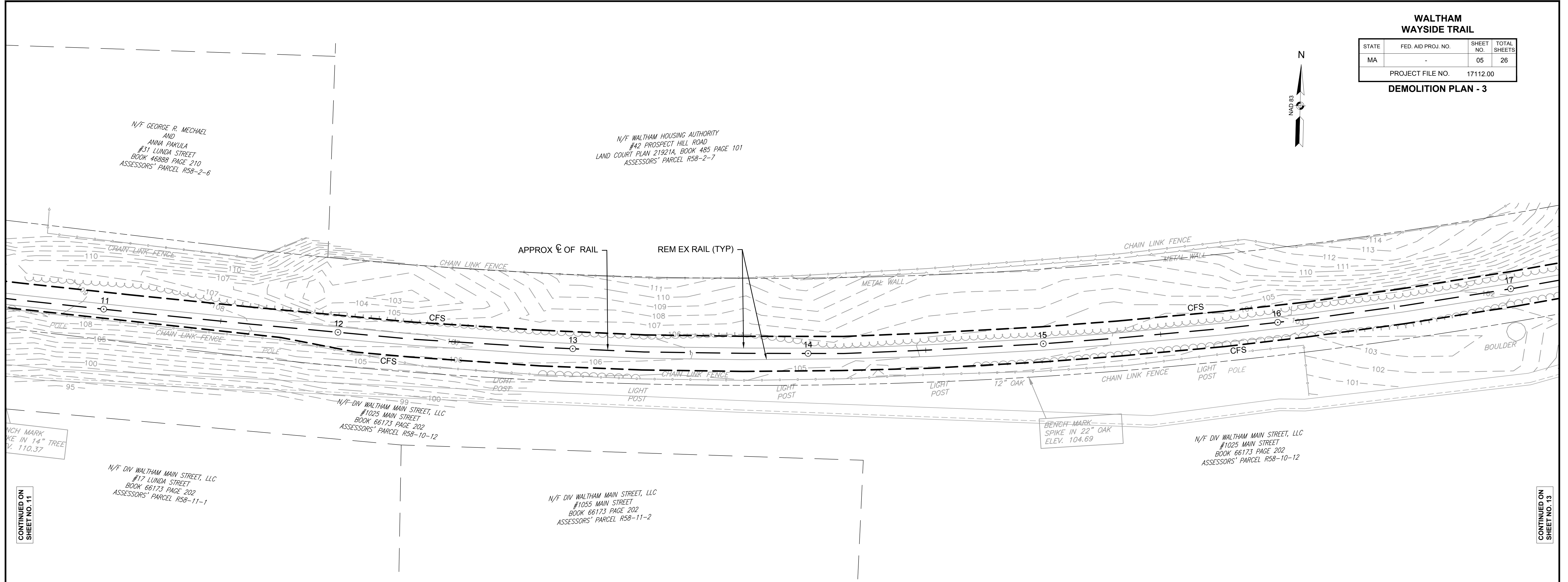
**WALTHAM
WAYSIDE TRAIL**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	05	26
PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 3



000001_HD(DEMO PLAN - 3).DWG Plotted on 18-Oct-2018 10:35 AM



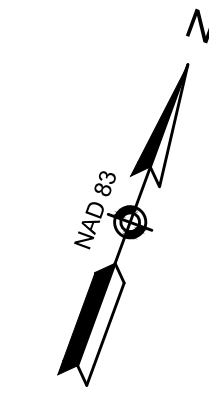
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SHEET NO. 11

CONTINUED ON
SHEET NO. 13

**WALTHAM
WAYSIDE TRAIL**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	06	26
PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 4



N/F WALTHAM HOUSING AUTHORITY
#42 PROSPECT HILL ROAD
LAND COURT PLAN 21921A, BOOK 485 PAGE 101
ASSESSORS' PARCEL R58-2-7

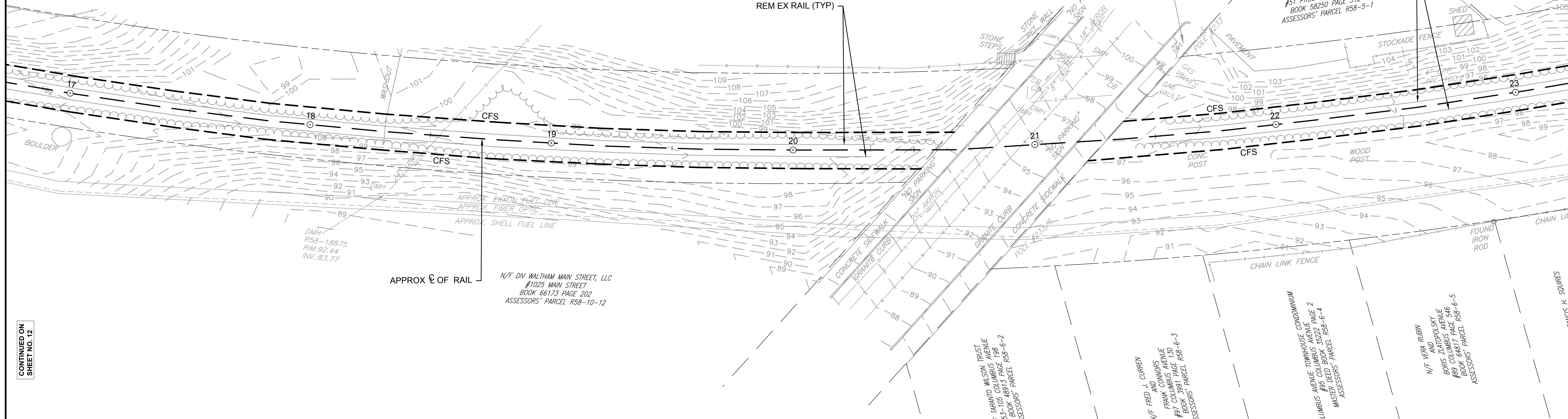
REM EX RAIL (TYP)

PROSPECT HILL ROAD

REM EX RAIL (TYP)

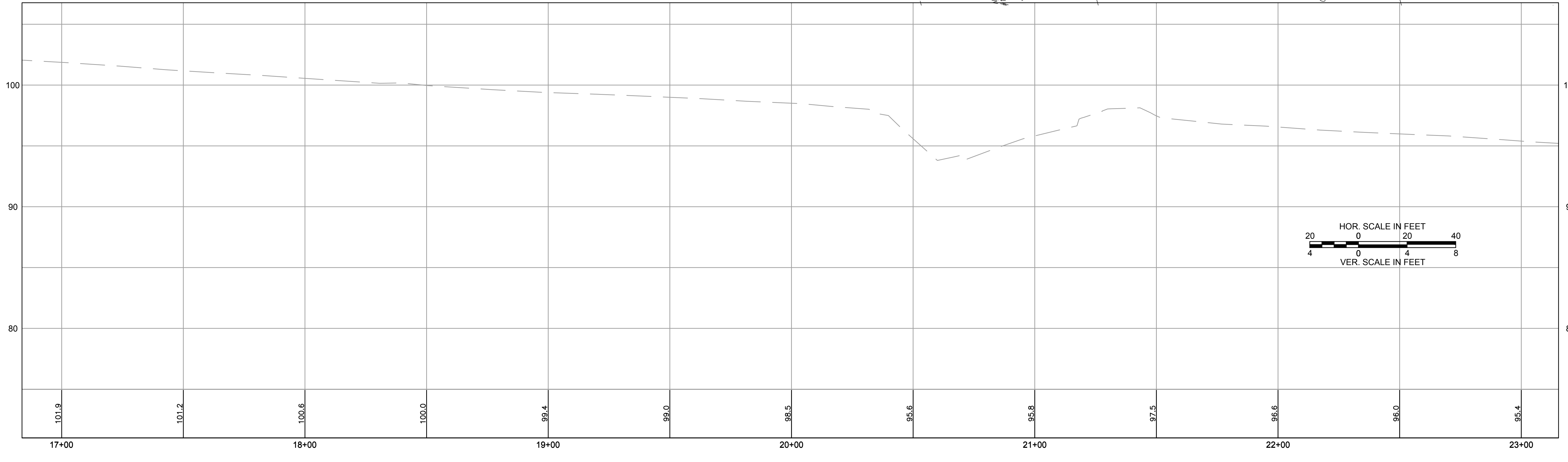
N/F LAURIE A. SEYMOUR TRUST
#51 PROSPECT HILL ROAD
BOOK 58250 PAGE 312
ASSESSORS' PARCEL R58-5-1

N/F FRANCIS W. CONNORS
AND
RICHARD F. CONNORS
#55-57 PROSPECT HILL ROAD
BOOK 62882 PAGE 202
ASSESSORS' PARCEL R58-5-2



CONTINUED ON
SHEET NO. 12

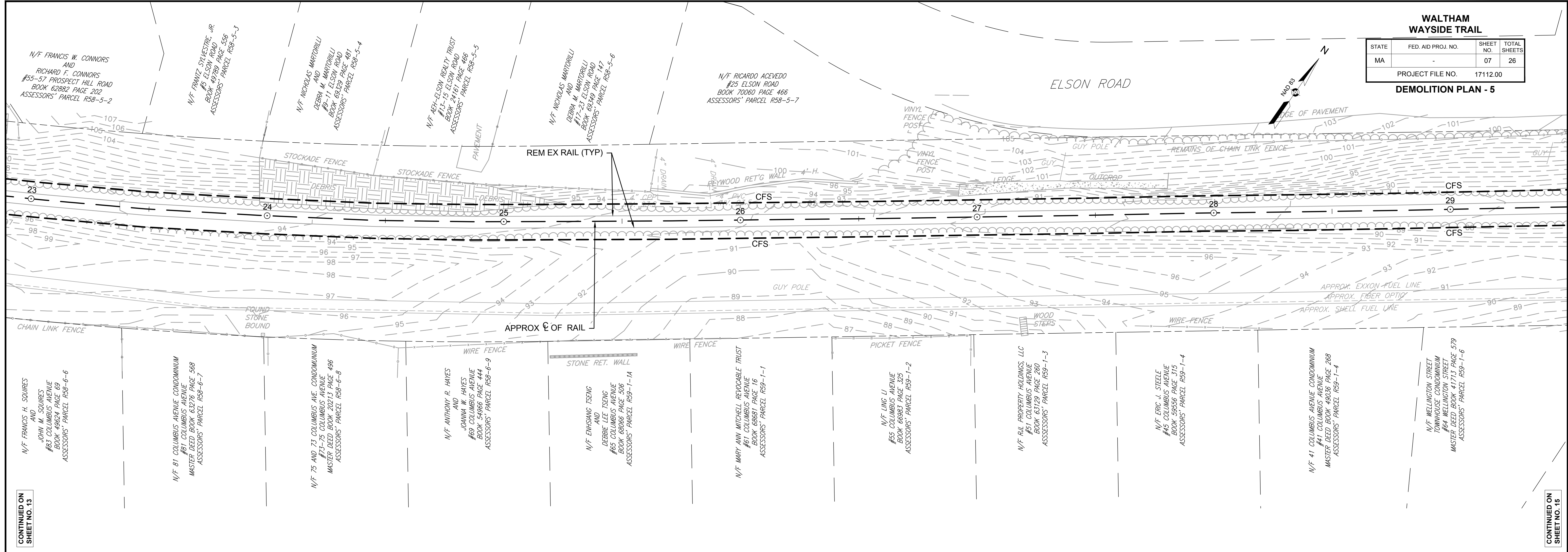
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SHEET NO. 13



**WALTHAM
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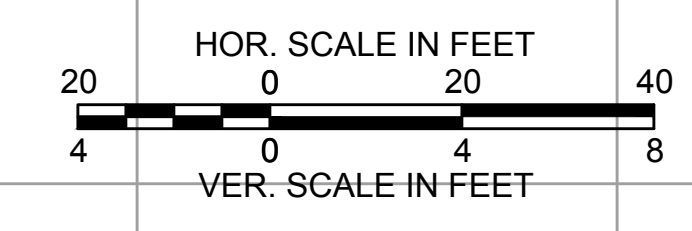
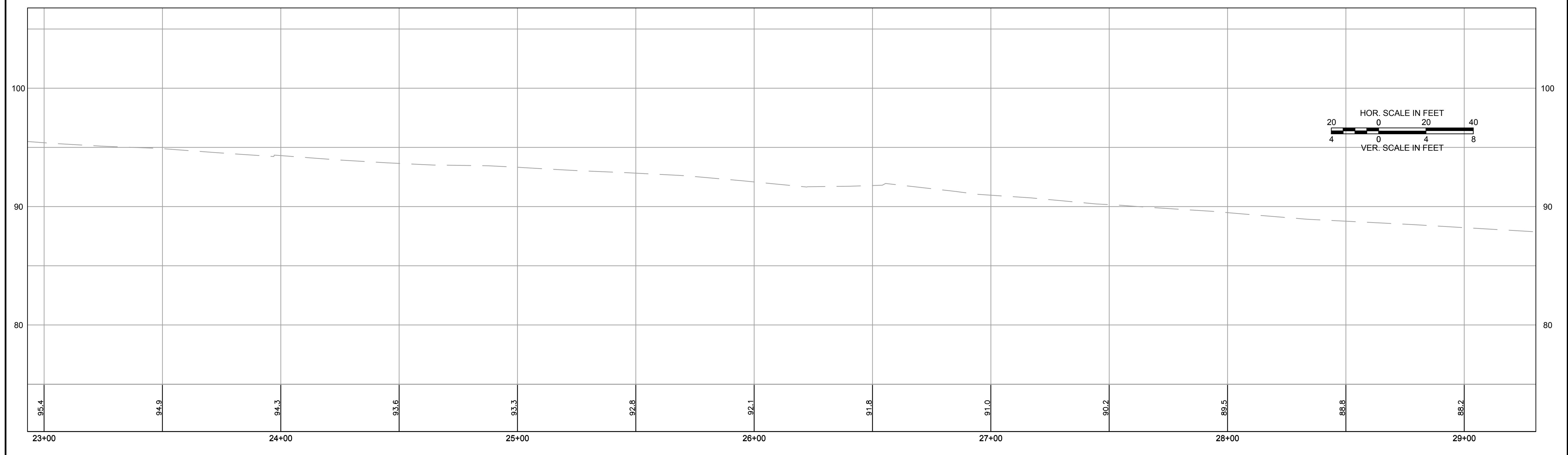
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PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 5



CONTINUED ON
SHEET NO. 13

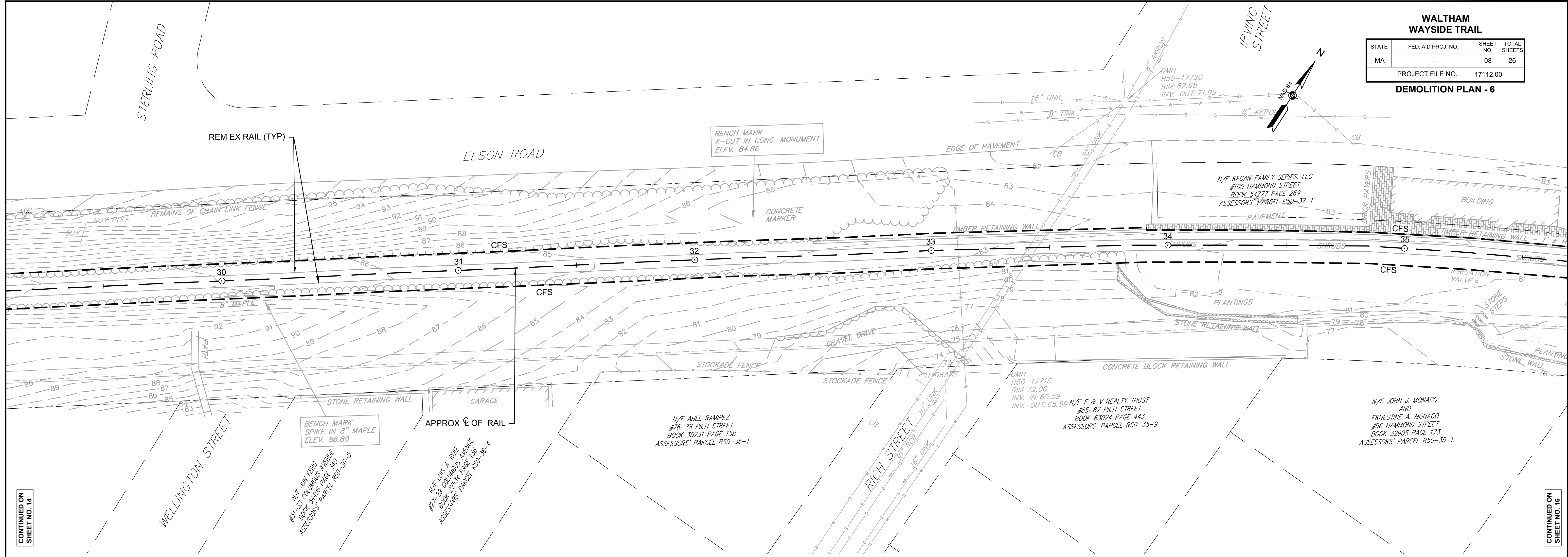
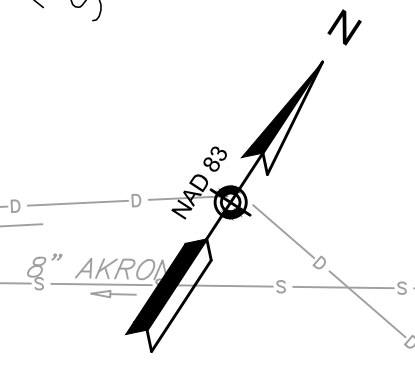
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**WALTHAM
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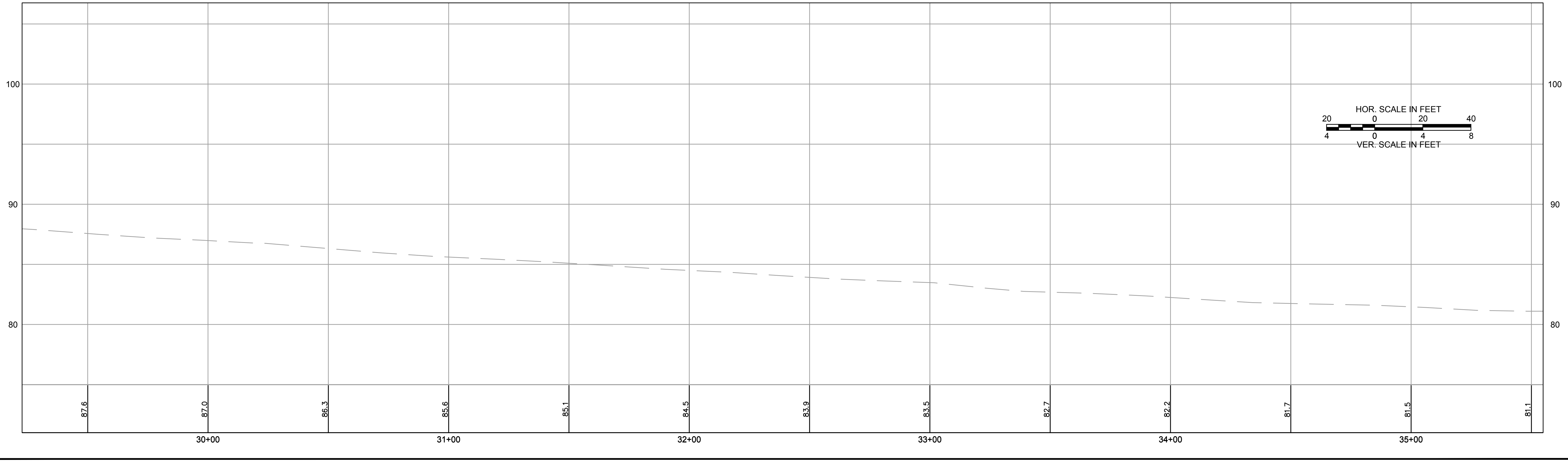
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PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 6



CONTINUED ON
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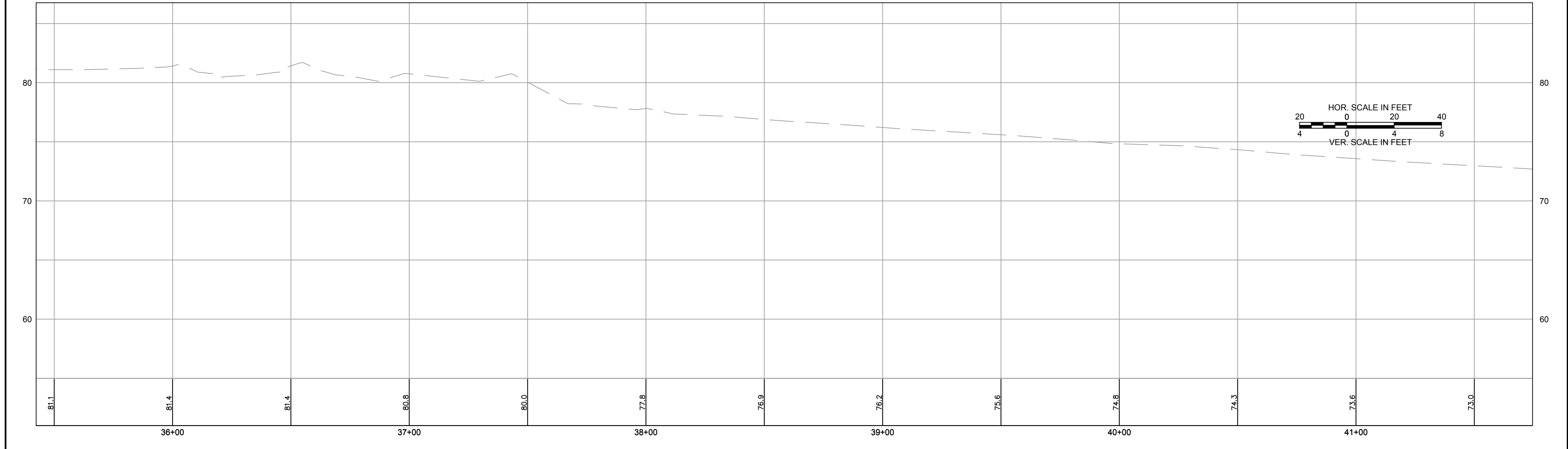
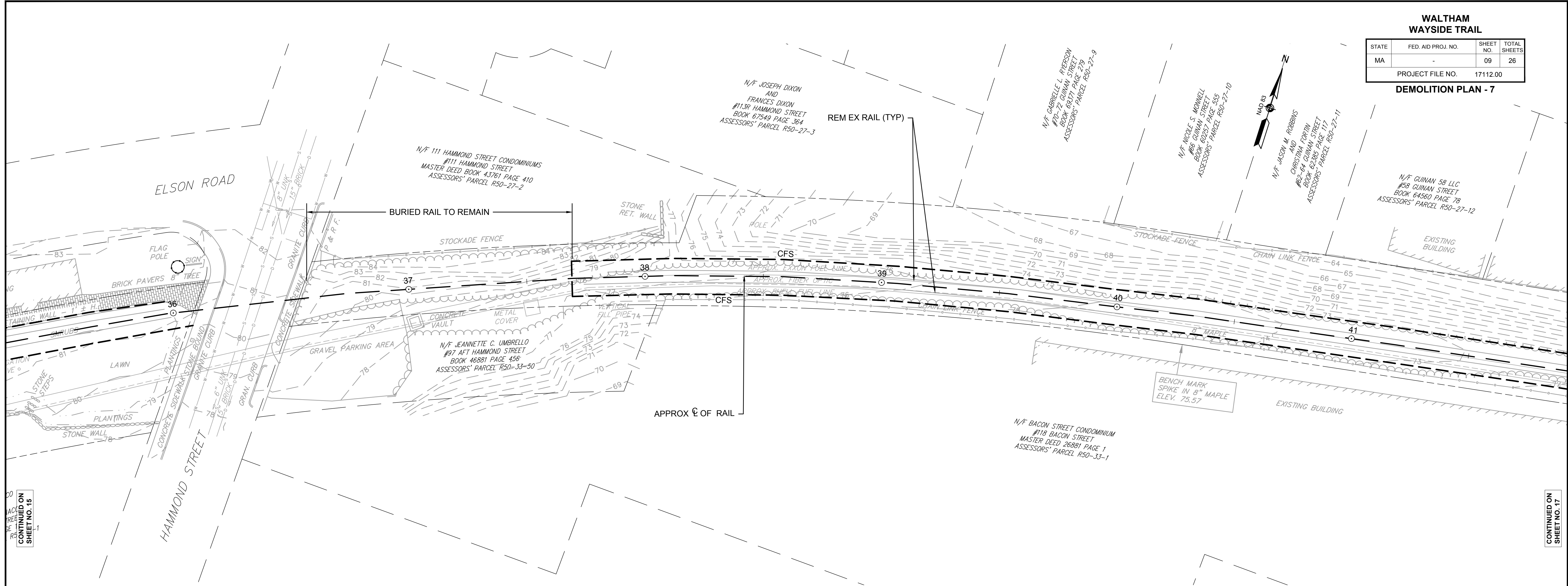
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**WALTHAM
WAYSIDE TRAIL**

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DEMOLITION PLAN - 7



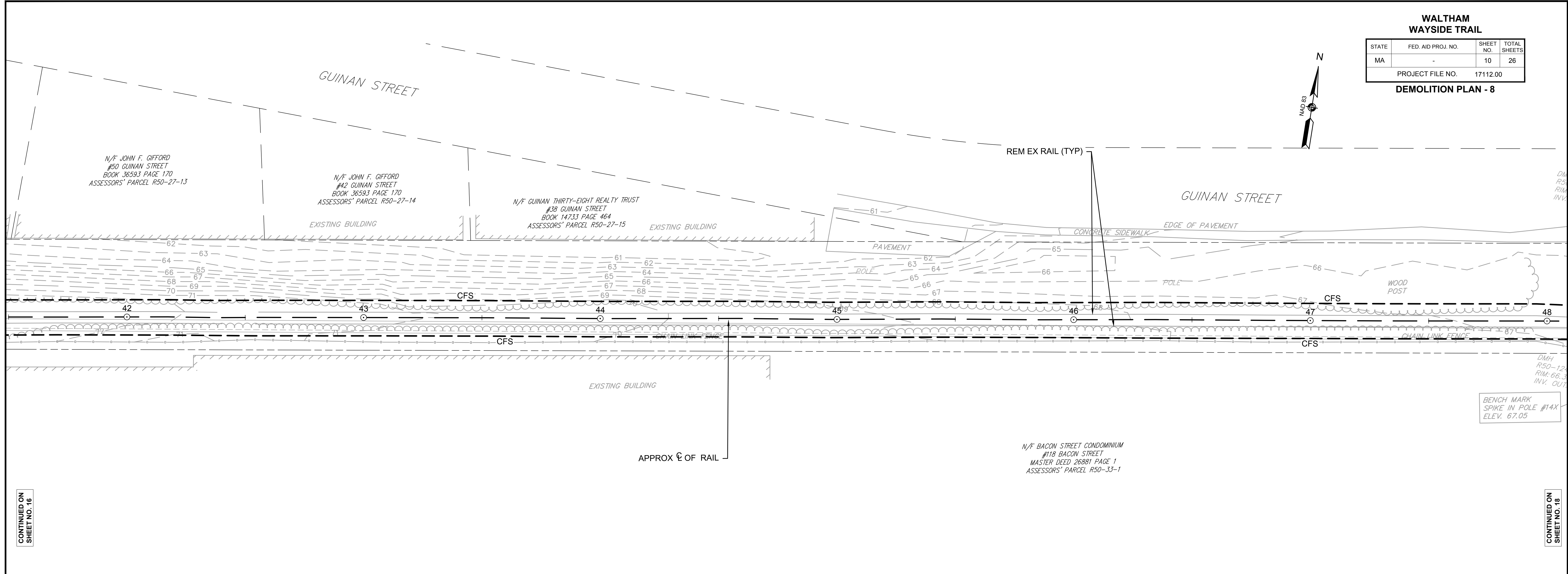
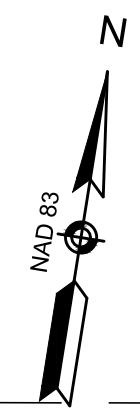
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CONTINUED ON SHEET NO. 17

**WALTHAM
WAYSIDE TRAIL**

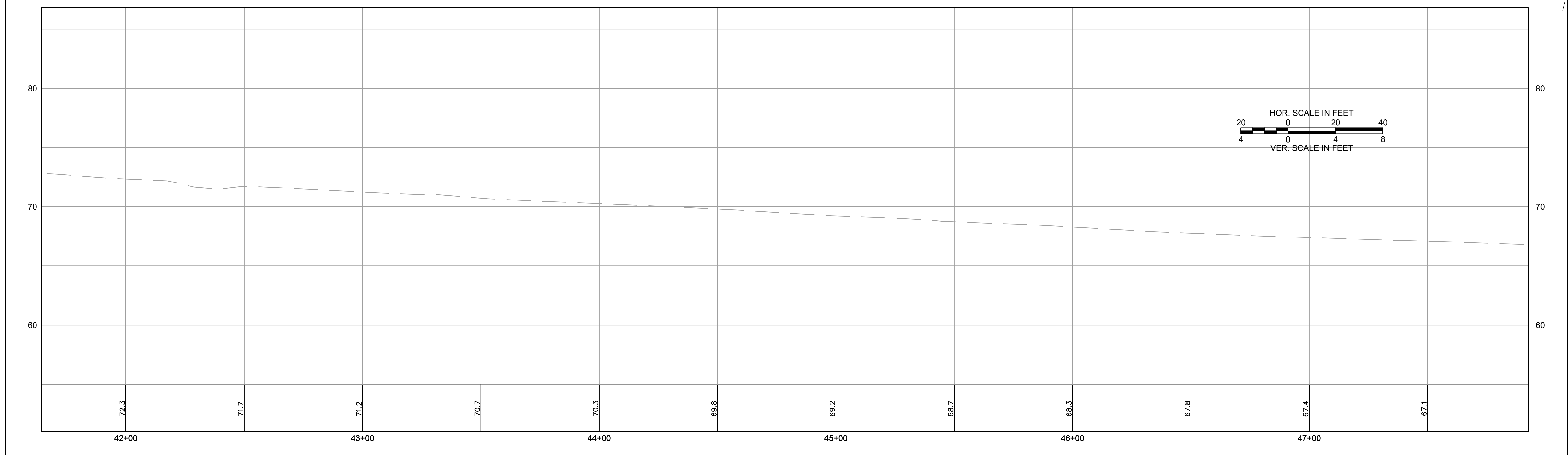
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PROJECT FILE NO.		17112.00	

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

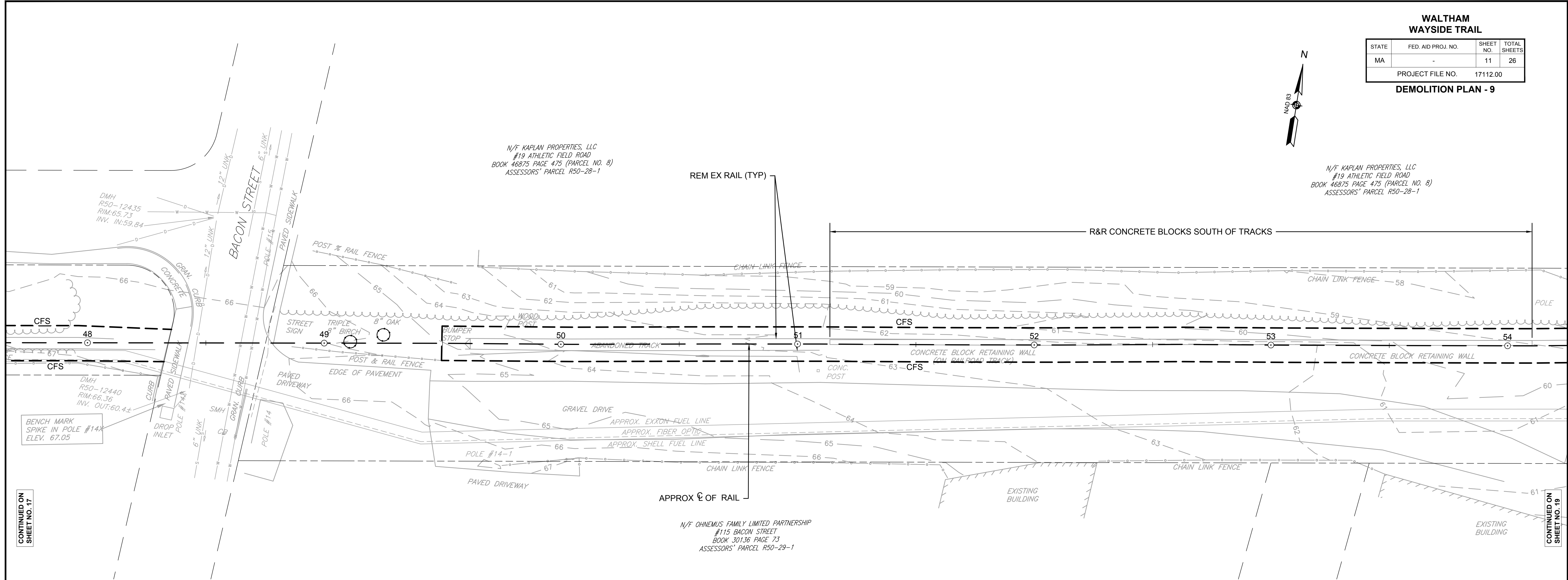


N/F KAPLAN PROPERTIES, LLC
#19 ATHLETIC FIELD ROAD
BOOK 46875 PAGE 475 (PARCEL NO. 8)
ASSESSORS' PARCEL R50-28-1

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)

R&R CONCRETE BLOCKS SOUTH OF TRACKS

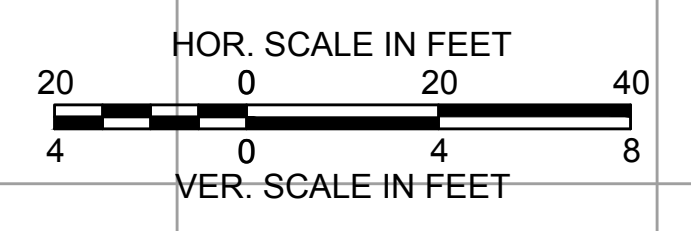
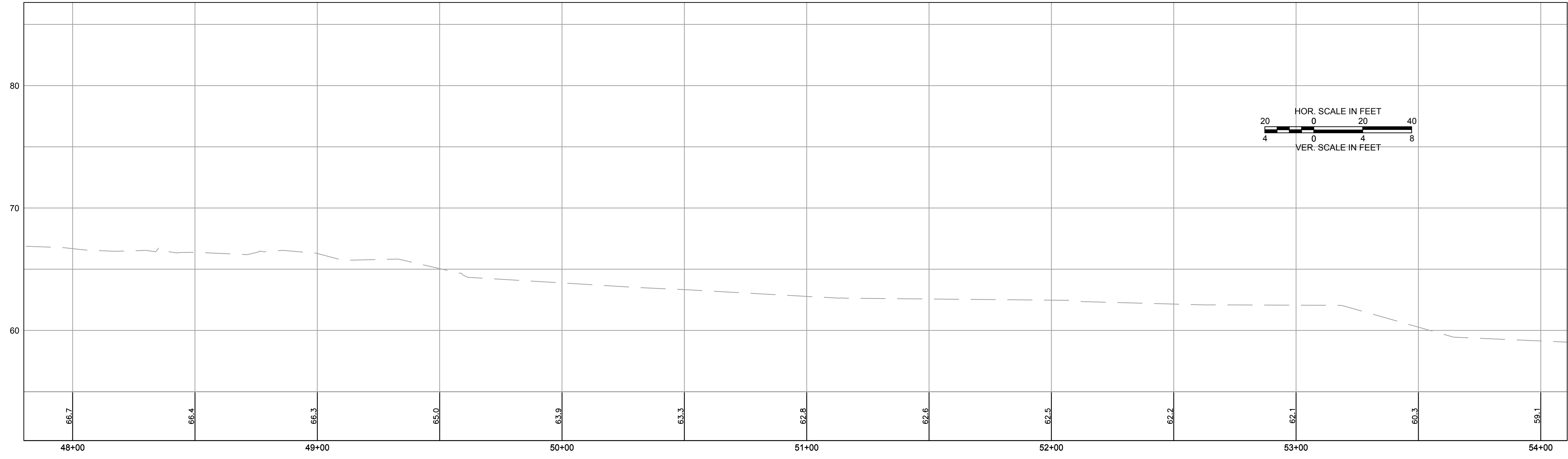


APPROX C OF RAIL

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

CONTINUED ON
SHEET NO. 17

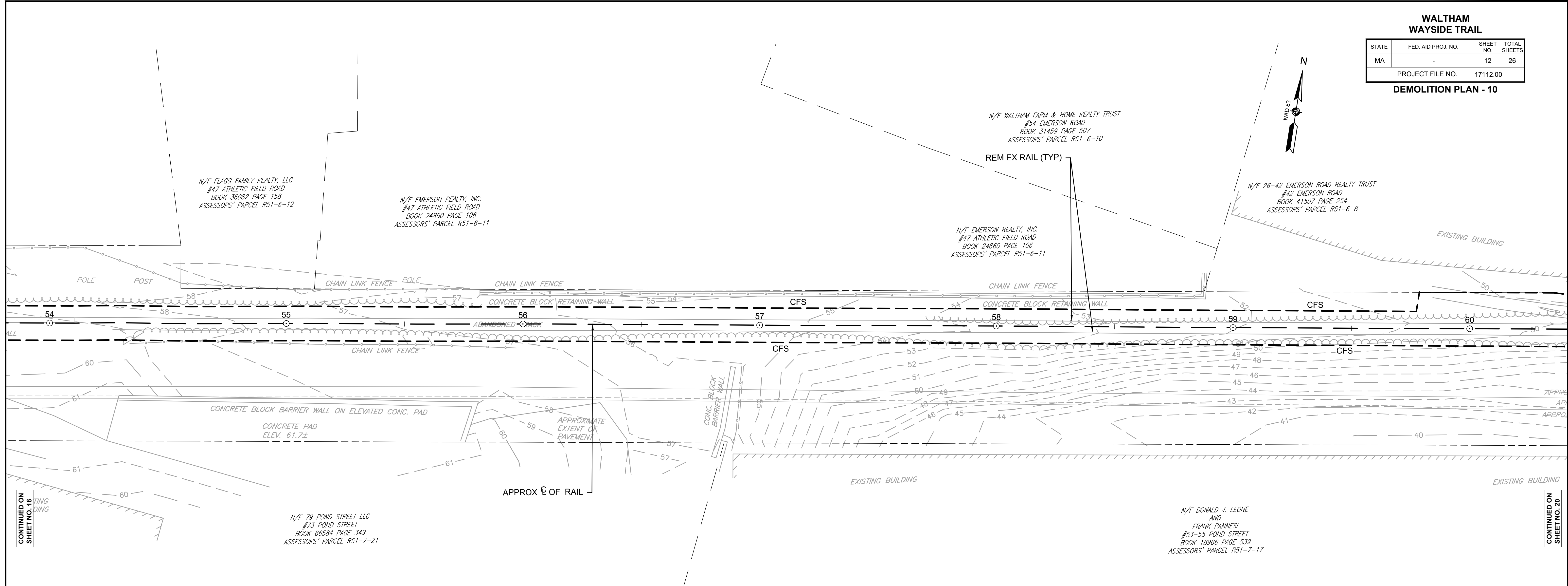
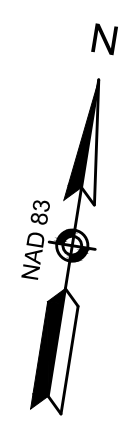
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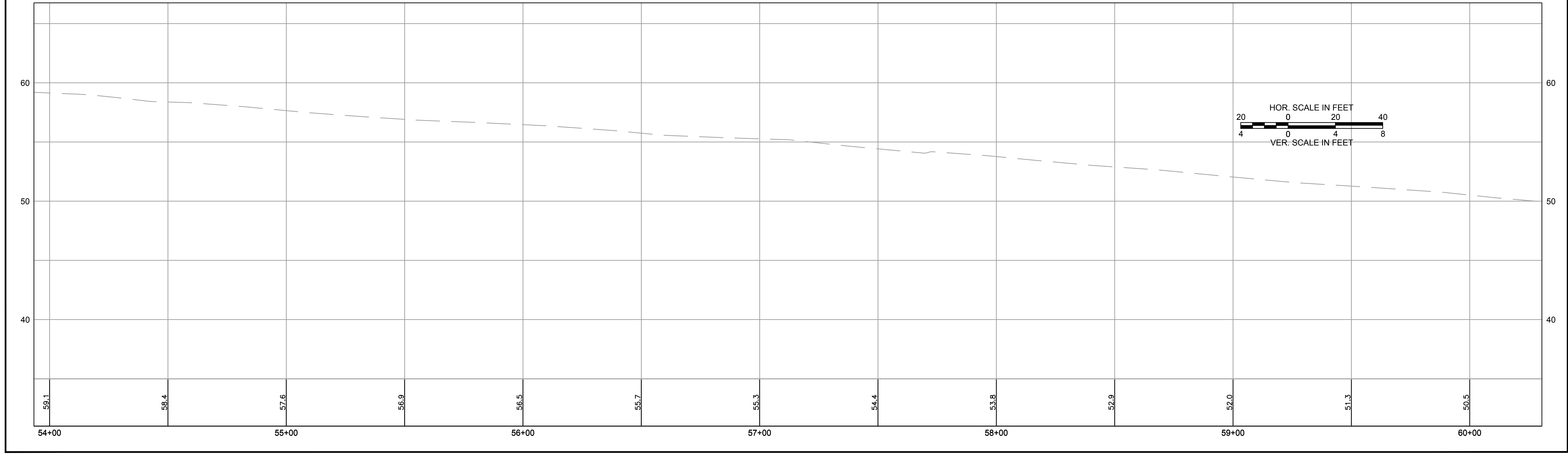
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DEMOLITION PLAN - 10



CONTINUED ON
SHEET NO. 18

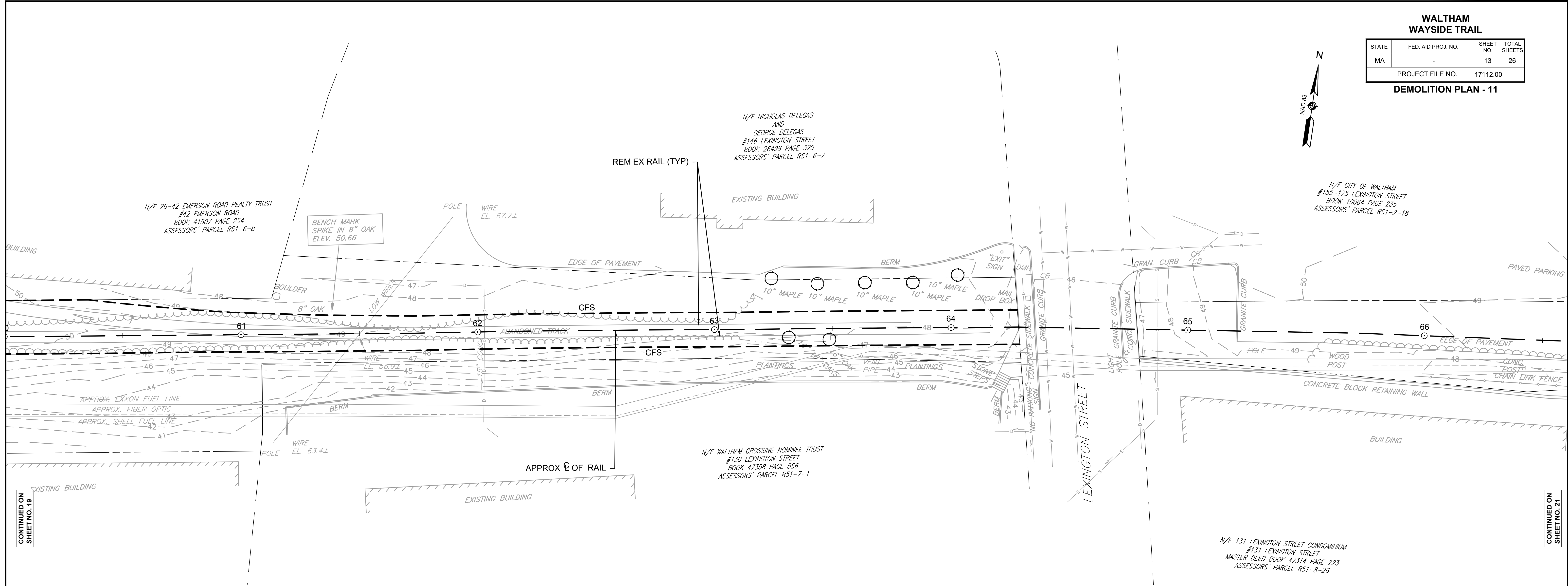
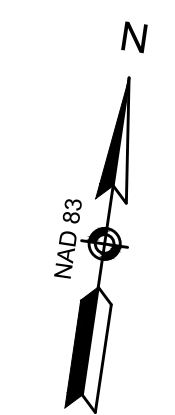
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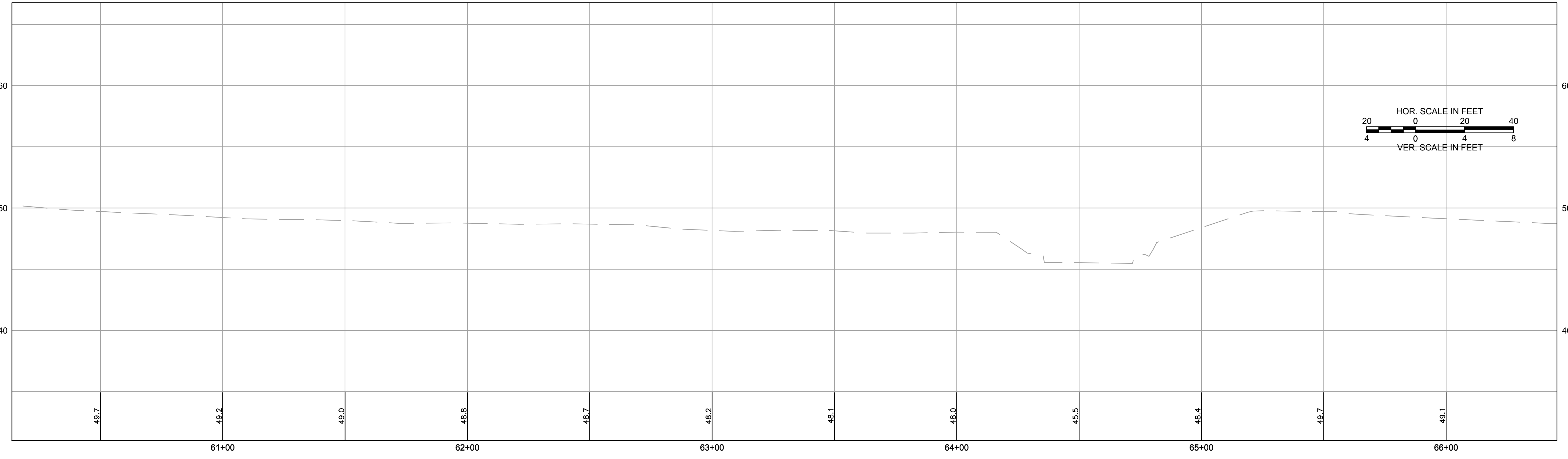
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MA	-	13	26
PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 11



CONTINUED ON
SHEET NO. 19

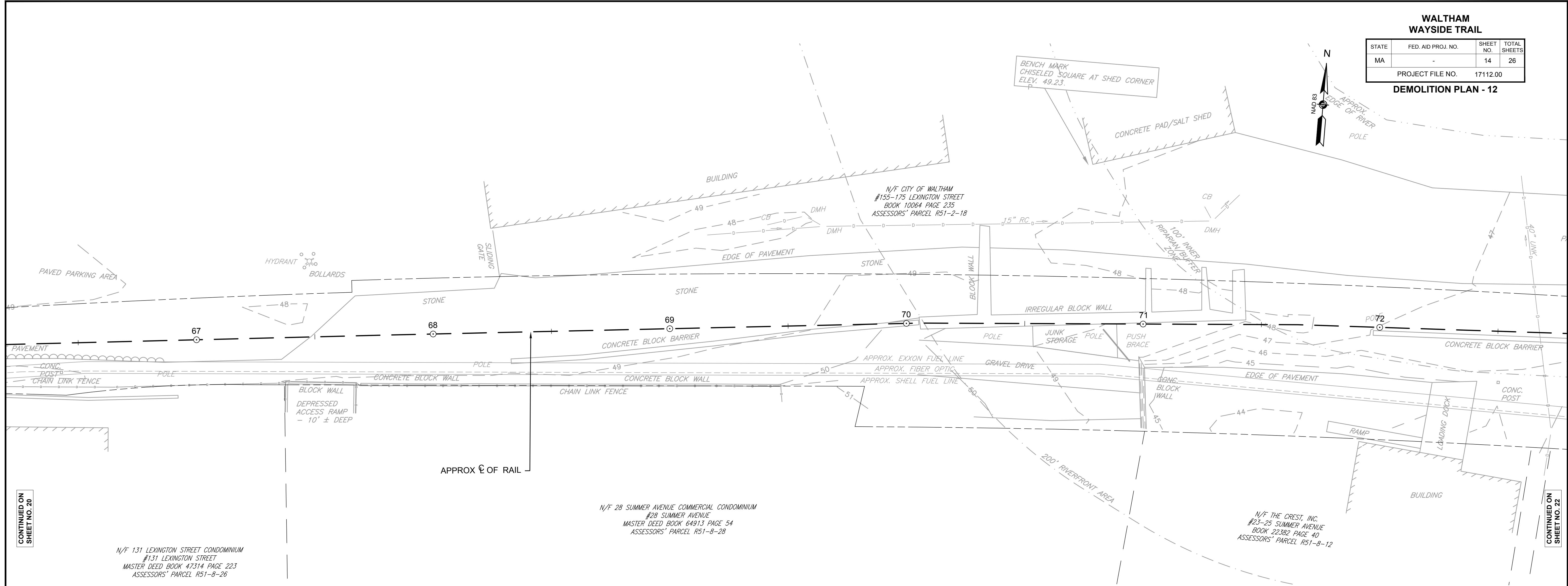
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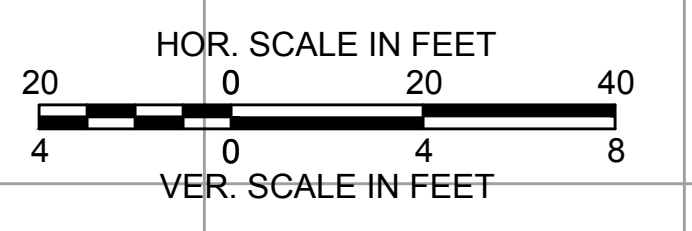
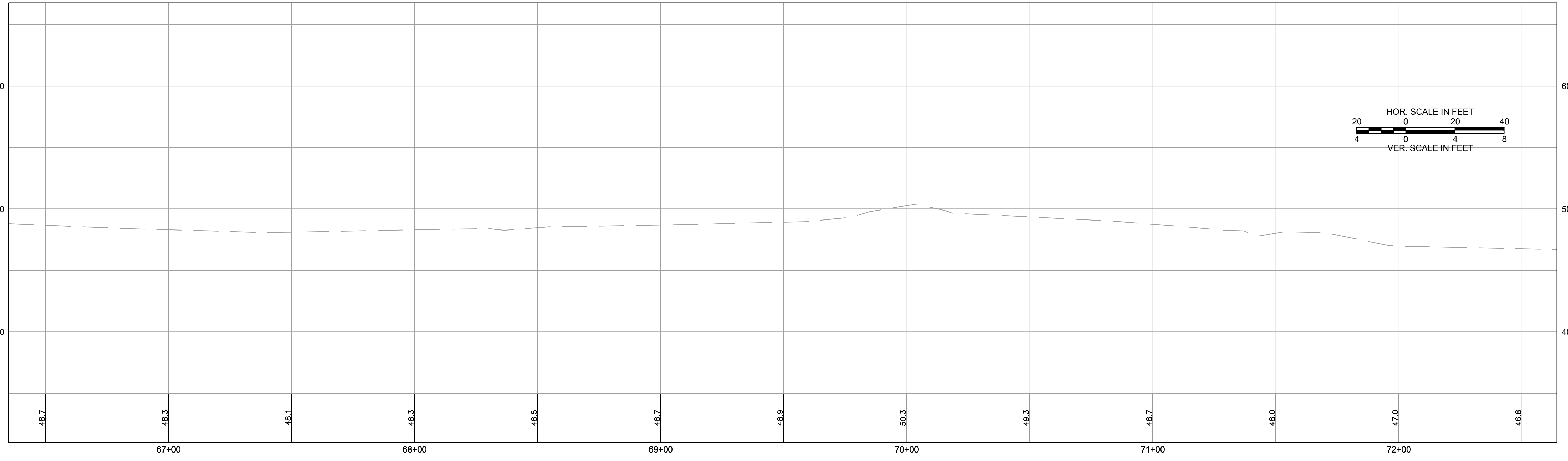
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DEMOLITION PLAN - 12



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CONTINUED ON SHEET NO. 22

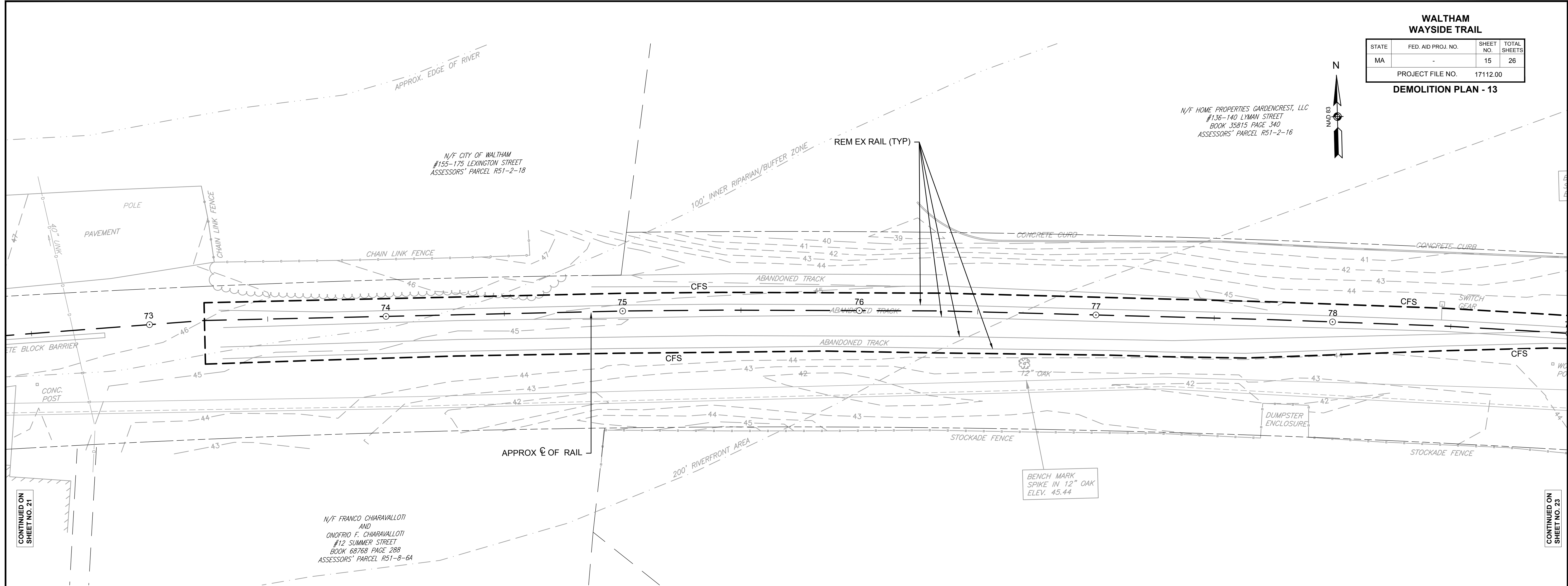


**WALTHAM
WAYSIDE TRAIL**

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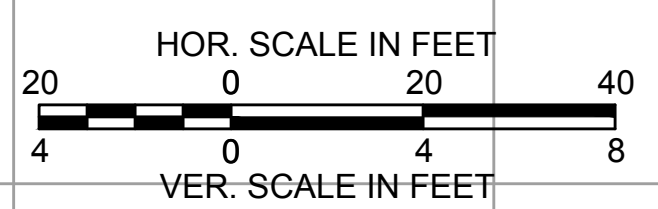
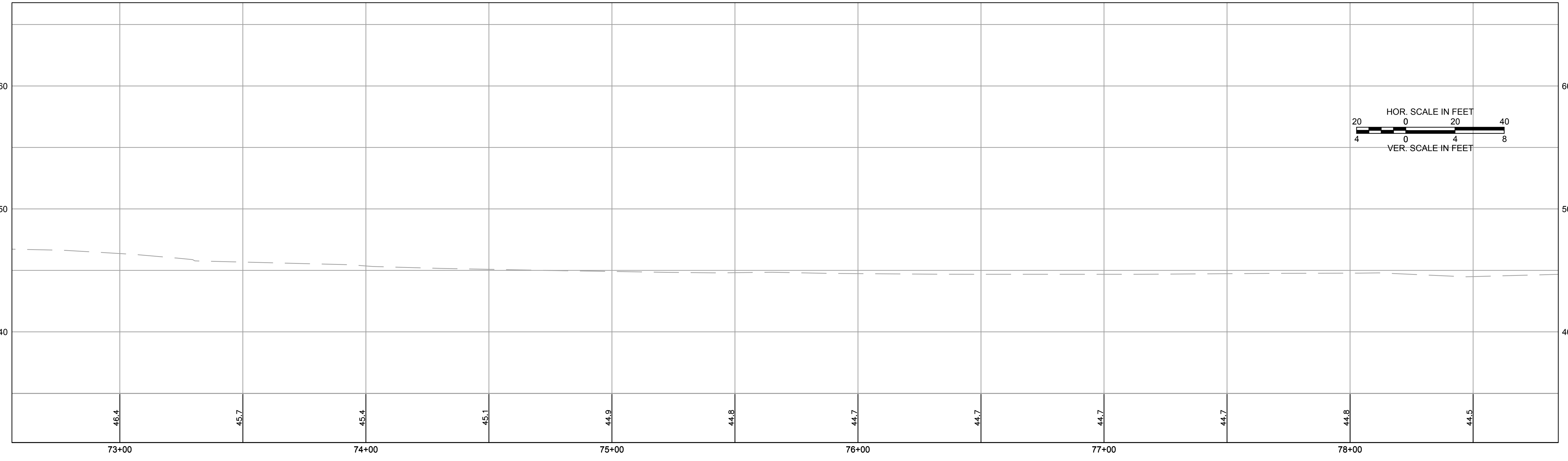
DEMOLITION PLAN - 13

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**

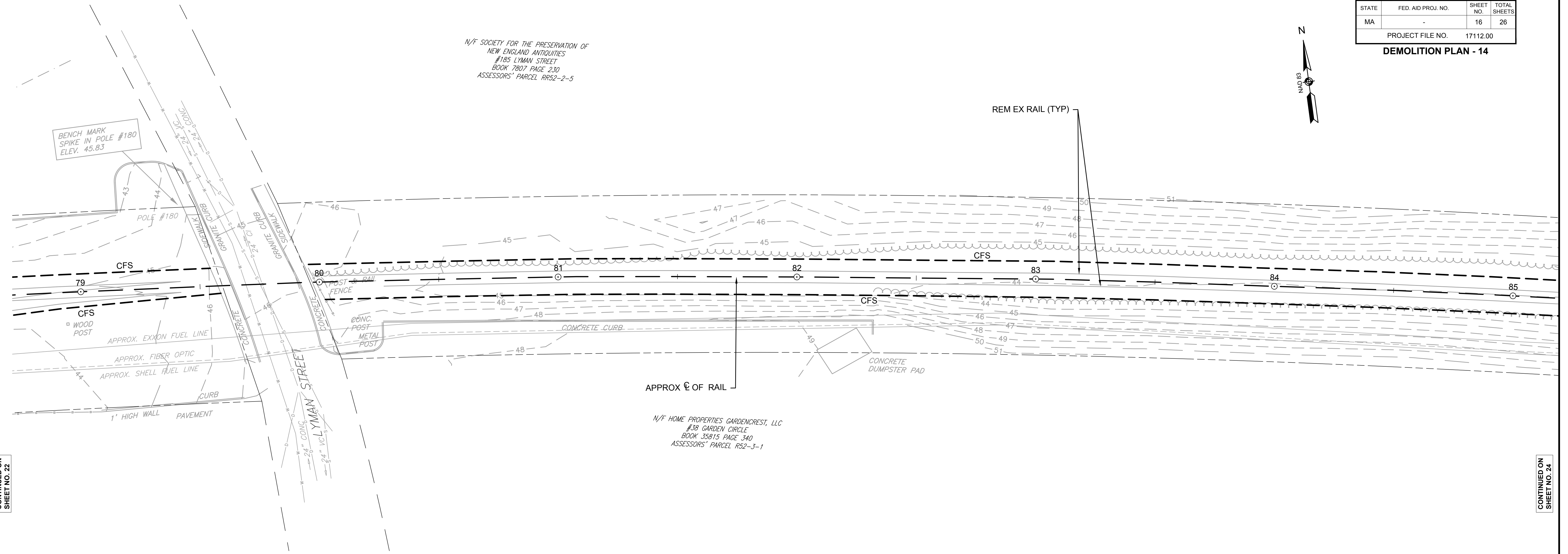
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PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 14



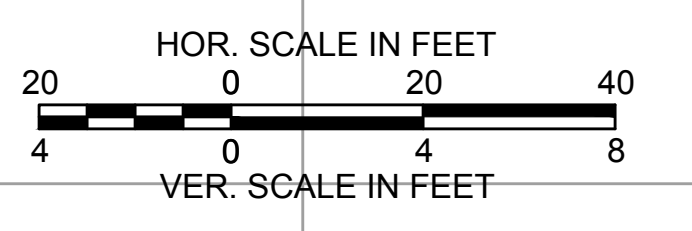
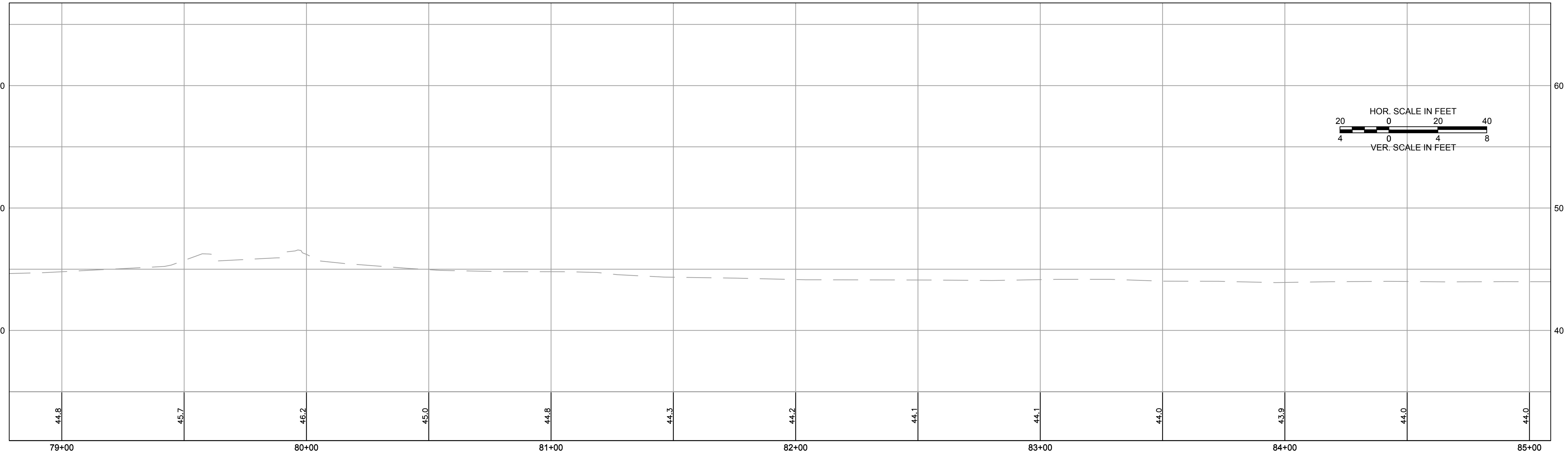
N/F SOCIETY FOR THE PRESERVATION OF
NEW ENGLAND ANTIQUITIES
#185 LYMAN STREET
BOOK 7807 PAGE 230
ASSESSORS' PARCEL RRS2-2-5

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**

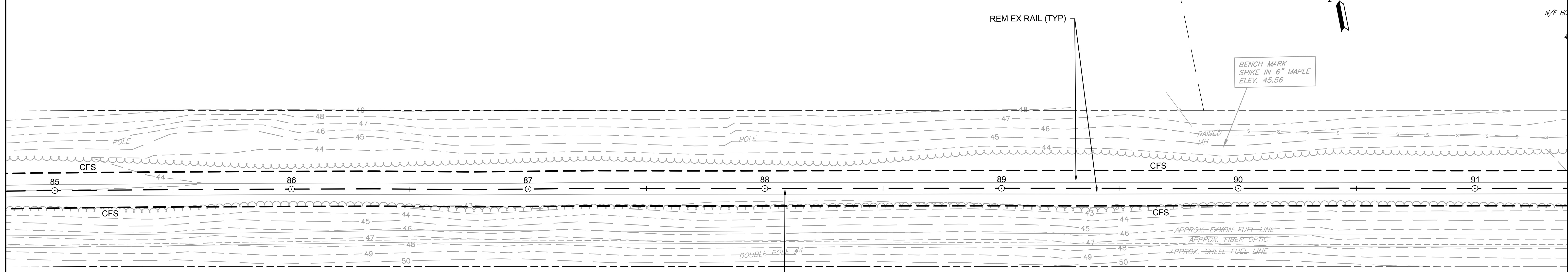
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MA	-	17	26
PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 15



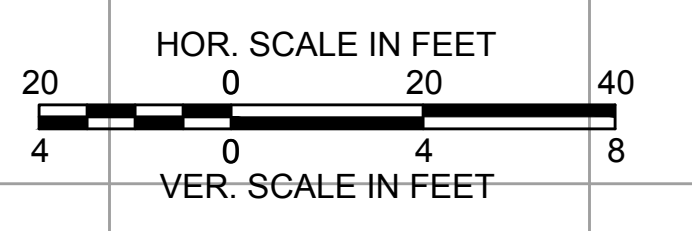
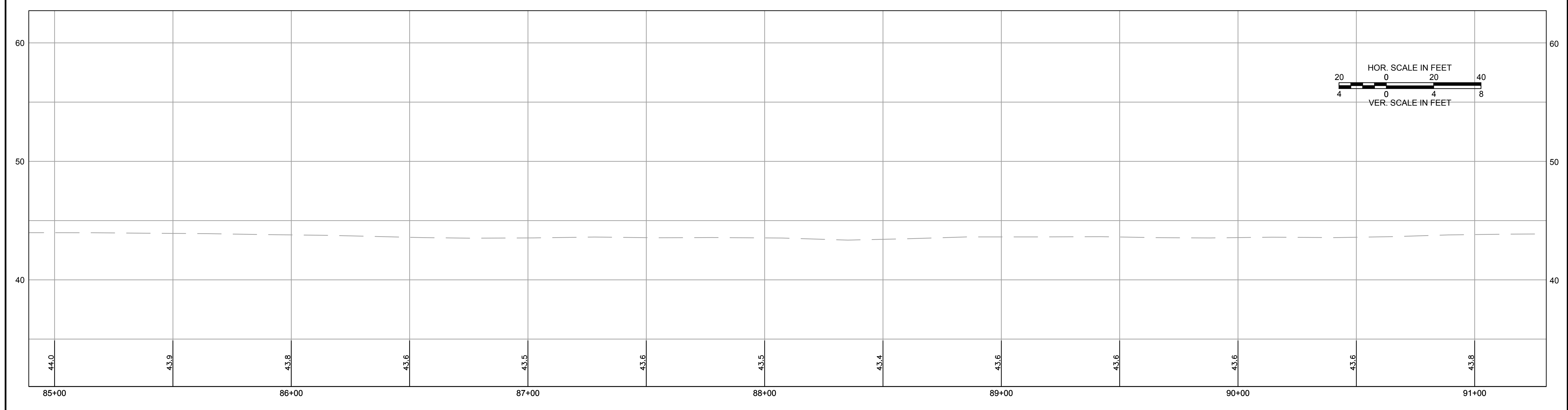
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NEW ENGLAND ANTIQUITIES
#185 LYMAN STREET
BOOK 7807 PAGE 230
ASSESSORS' PARCEL R952-2-5

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



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SHEET NO. 23

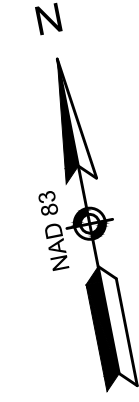
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**WALTHAM
WAYSIDE TRAIL**

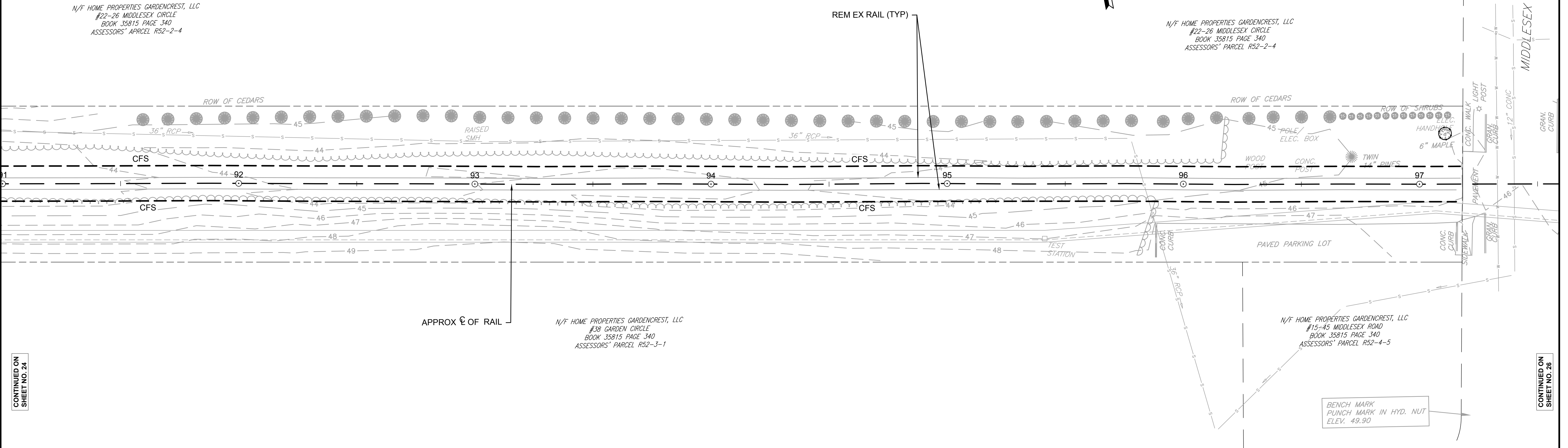
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PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 16



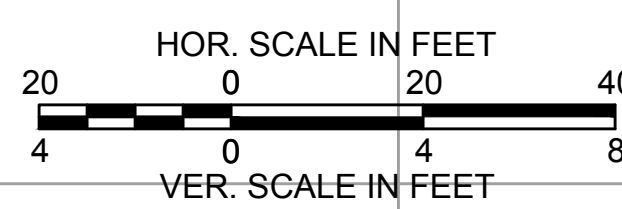
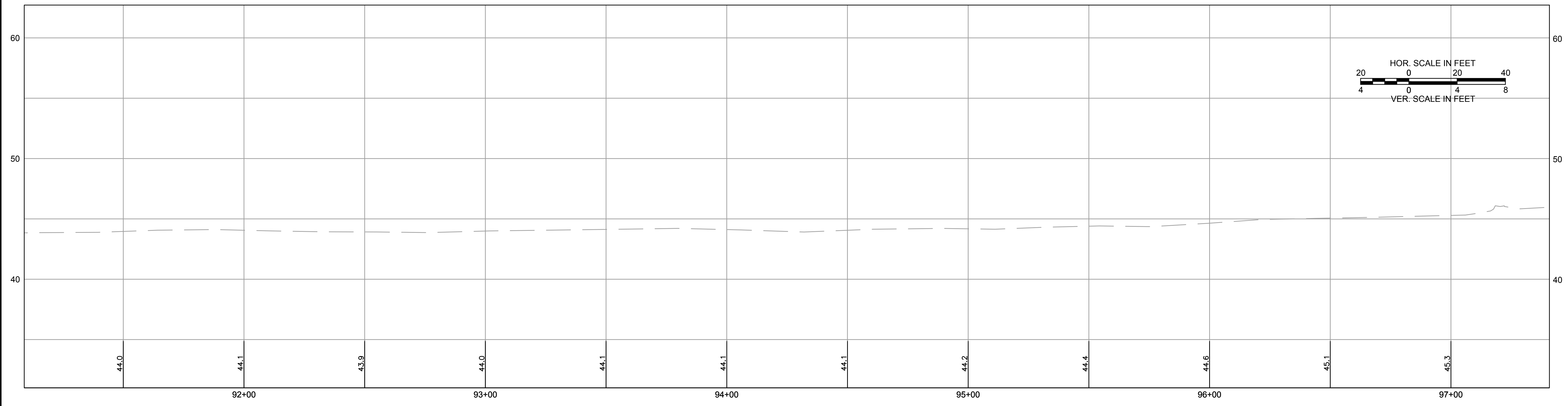
N/F HOME PROPERTIES GARDENCREST, LLC
#22-26 MIDDLESEX CIRCLE
BOOK 35815 PAGE 340
ASSESSORS' PARCEL R52-2-4

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



CONTINUED ON
SHEET NO. 24

CONTINUED ON
SHEET NO. 26

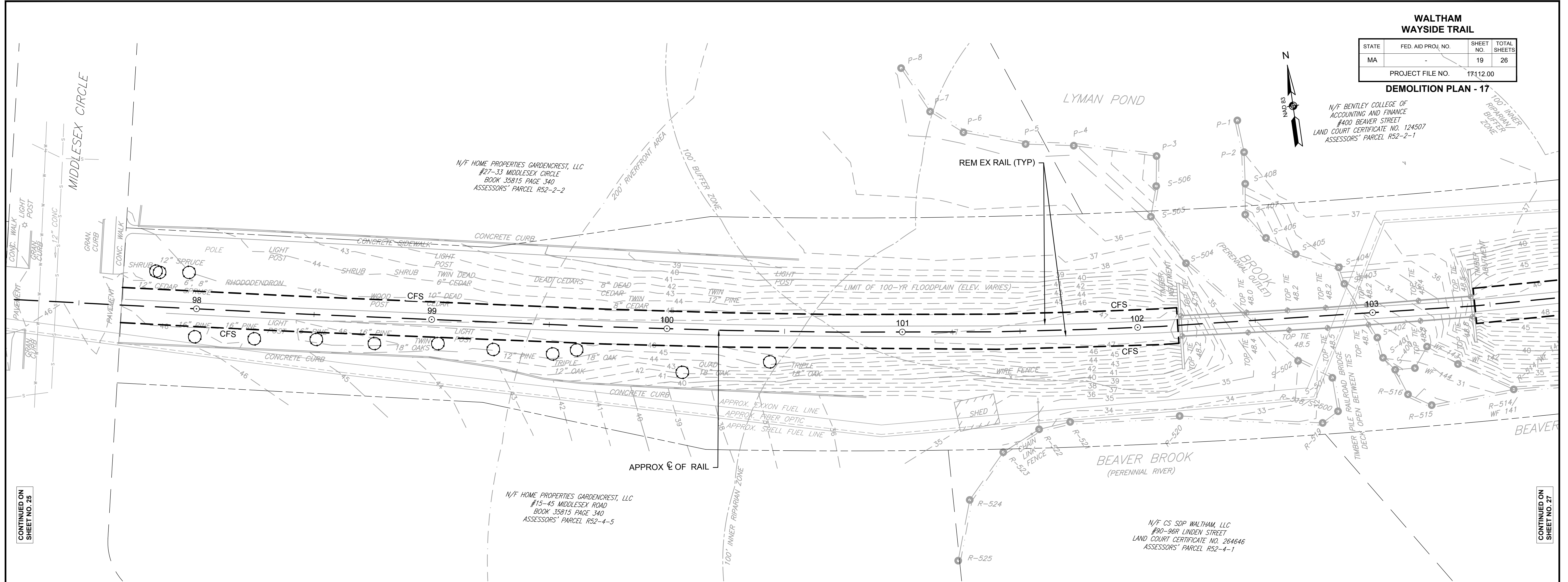


**WALTHAM
WAYSIDE TRAIL**

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PROJECT FILE NO.		17412.00	

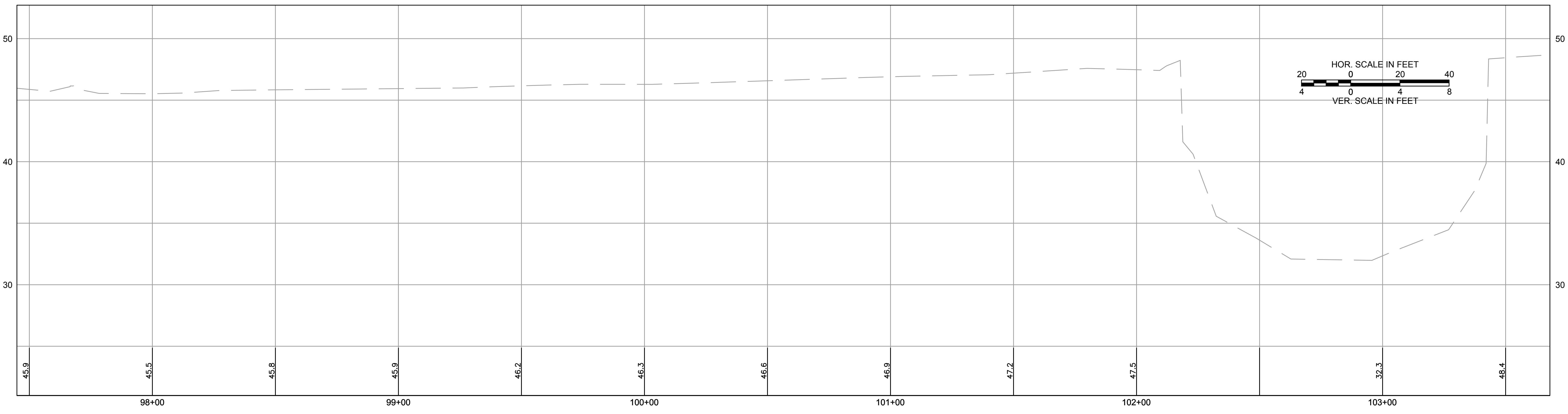
DEMOLITION PLAN - 17

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



CONTINUED ON
SHEET NO. 25

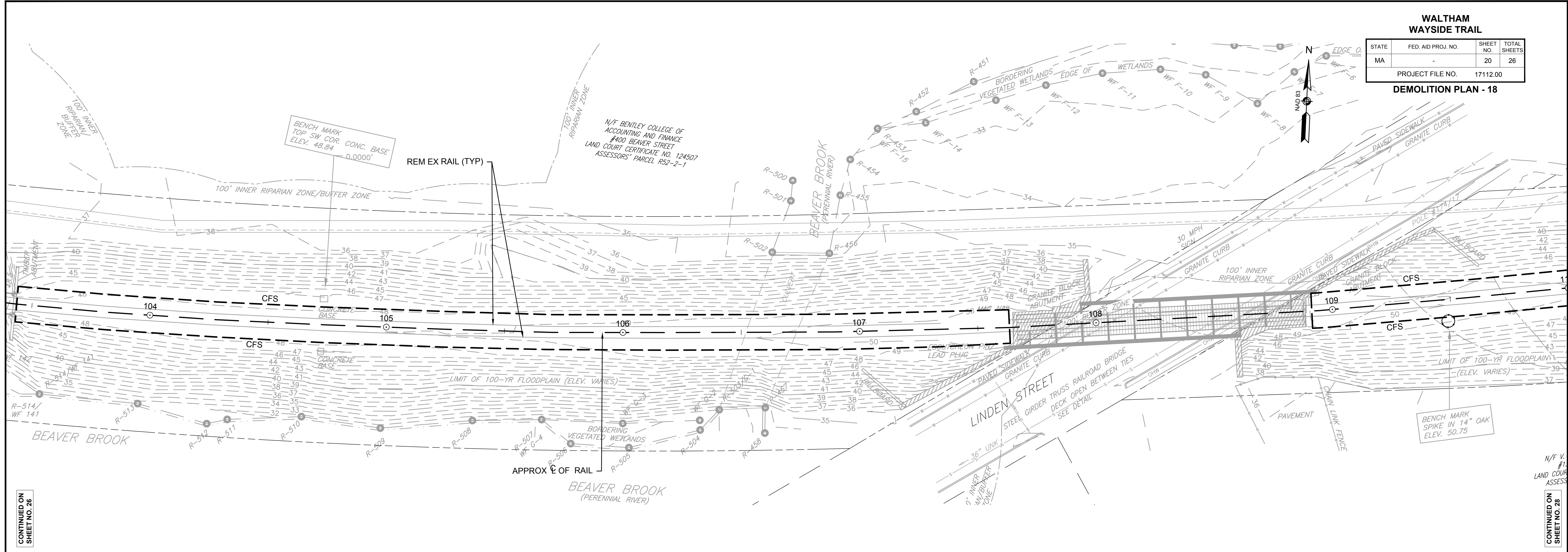
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**WALTHAM
WAYSIDE TRAIL**

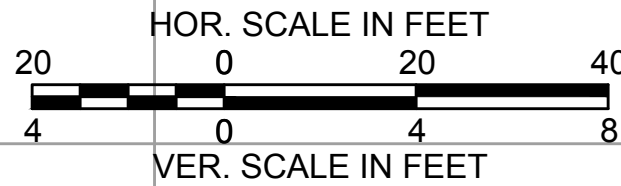
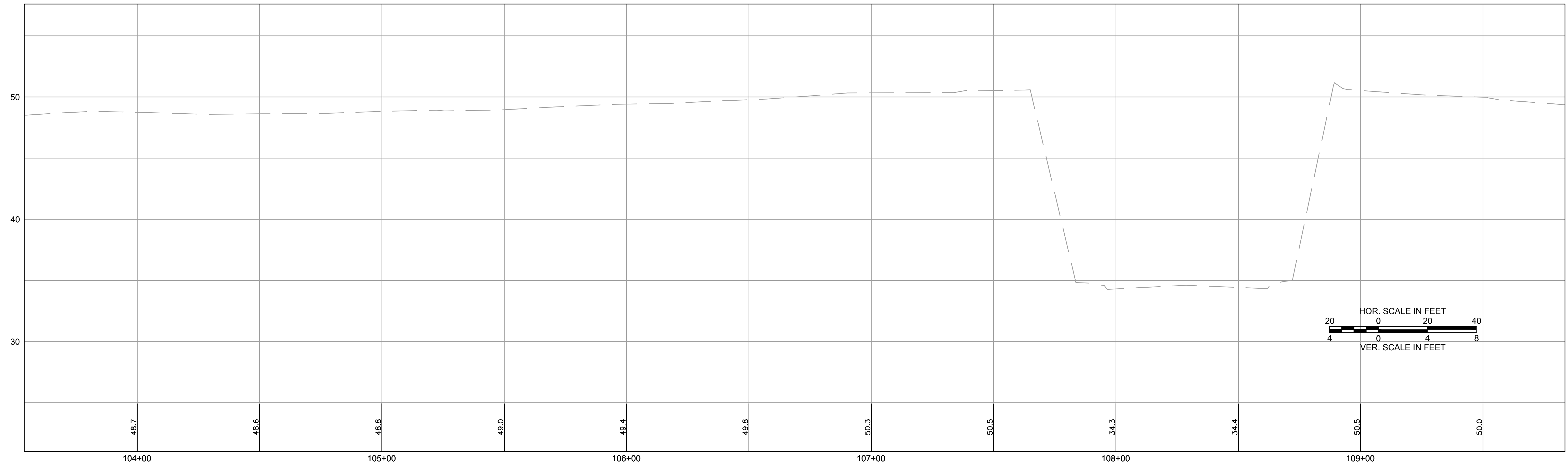
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DEMOLITION PLAN - 18



CONTINUED ON SHEET NO. 26

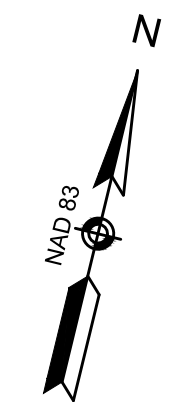
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**WALTHAM
WAYSIDE TRAIL**

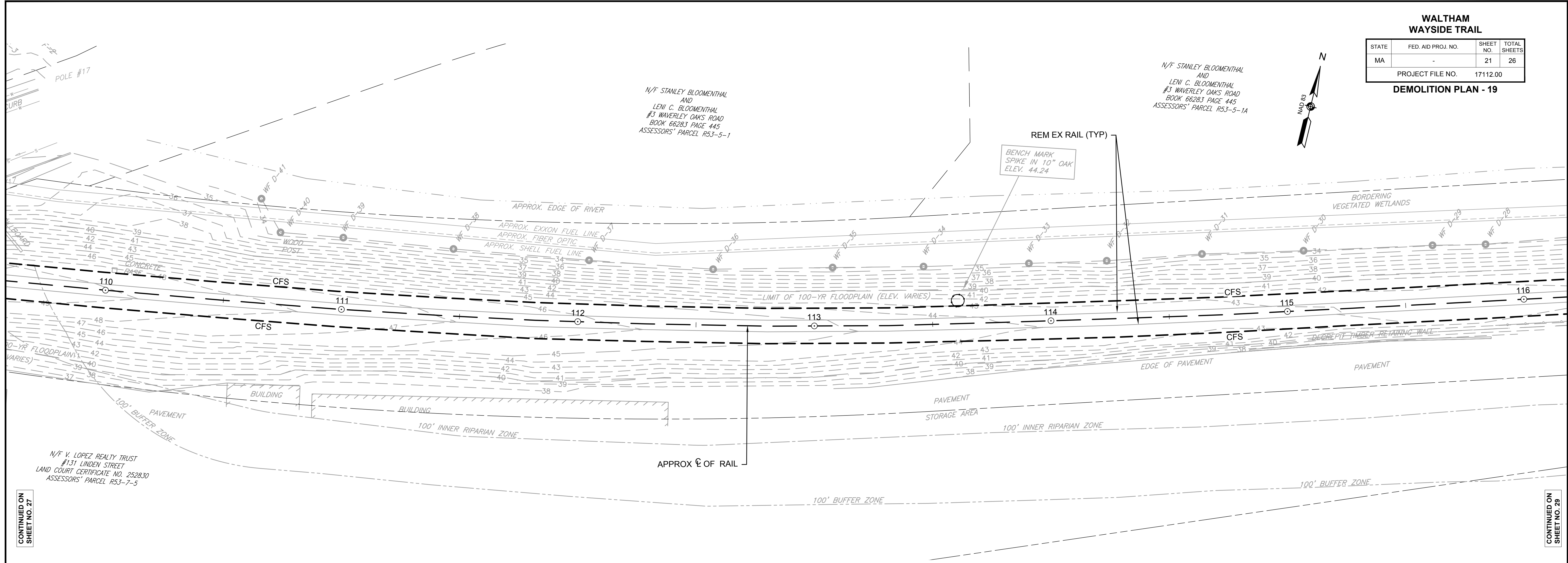
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MA	-	21	26
PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 19



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

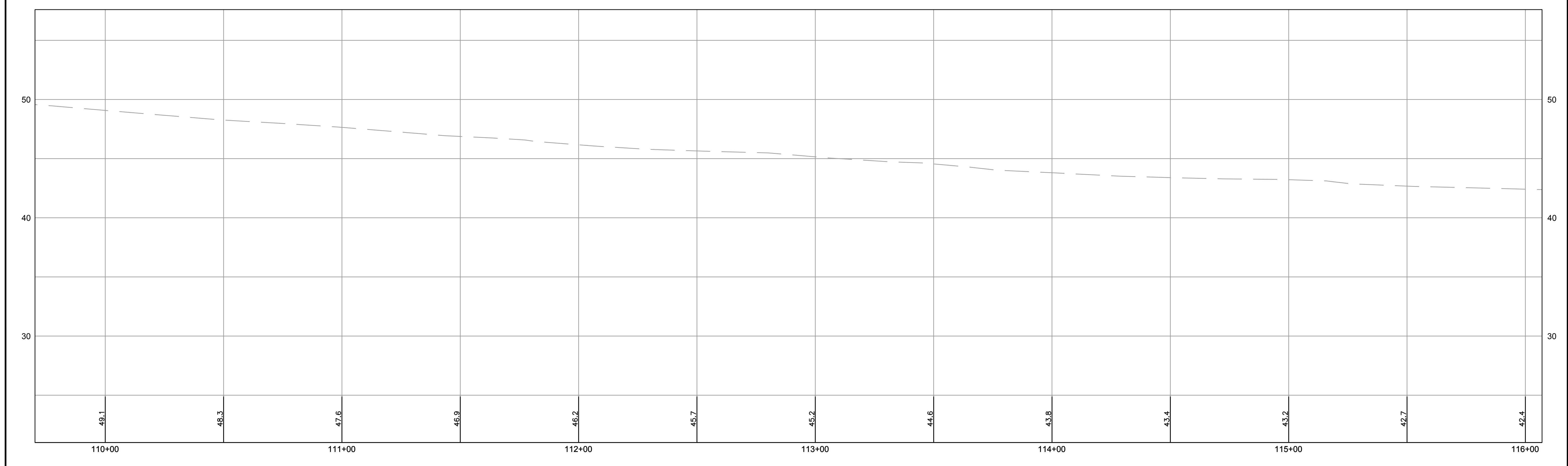
N/F STANLEY BLOOMENTHAL
AND
LENI C. BLOOMENTHAL
#3 WAVERLEY OAKS ROAD
BOOK 66283 PAGE 445
ASSESSORS' PARCEL R53-5-1A



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

CONTINUED ON
SHEET NO. 27

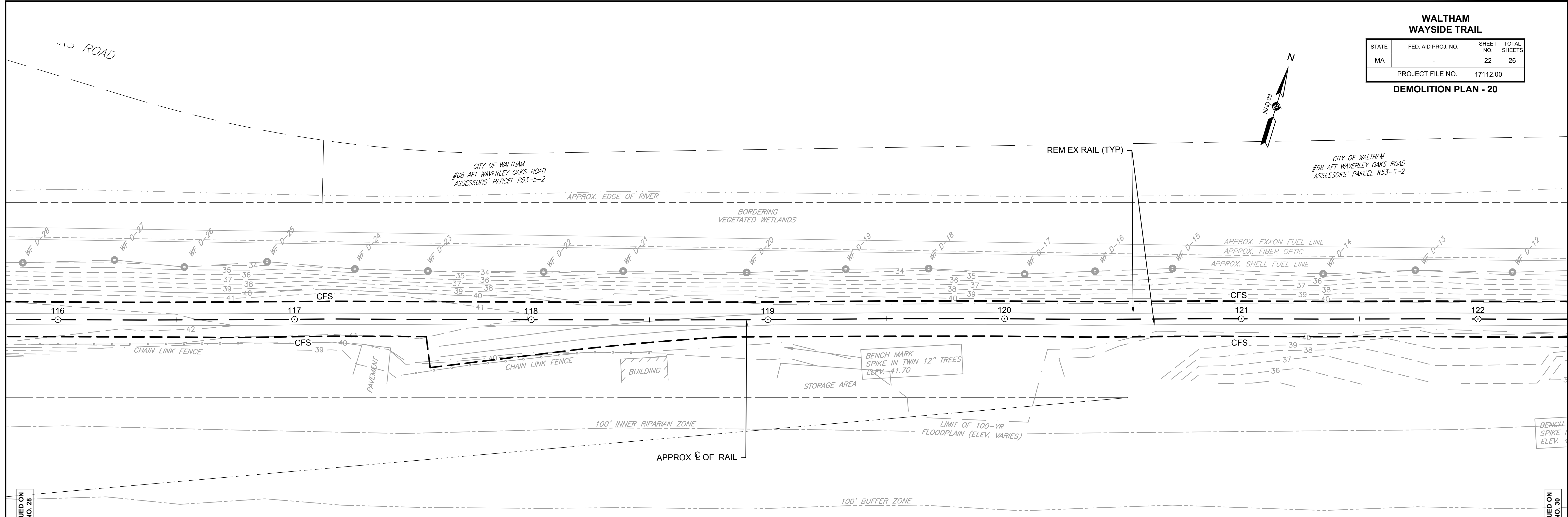
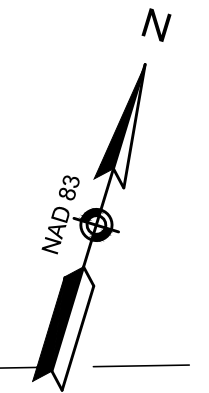
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**WALTHAM
WAYSIDE TRAIL**

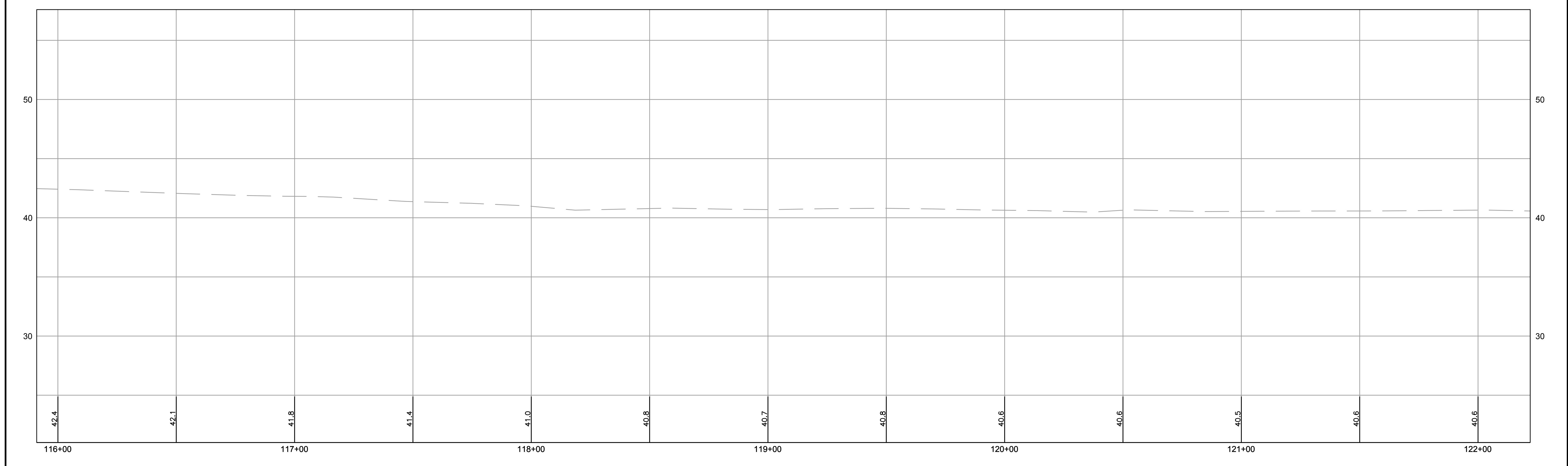
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MA	-	22	26
PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 20



CONTINUED ON
SHEET NO. 28

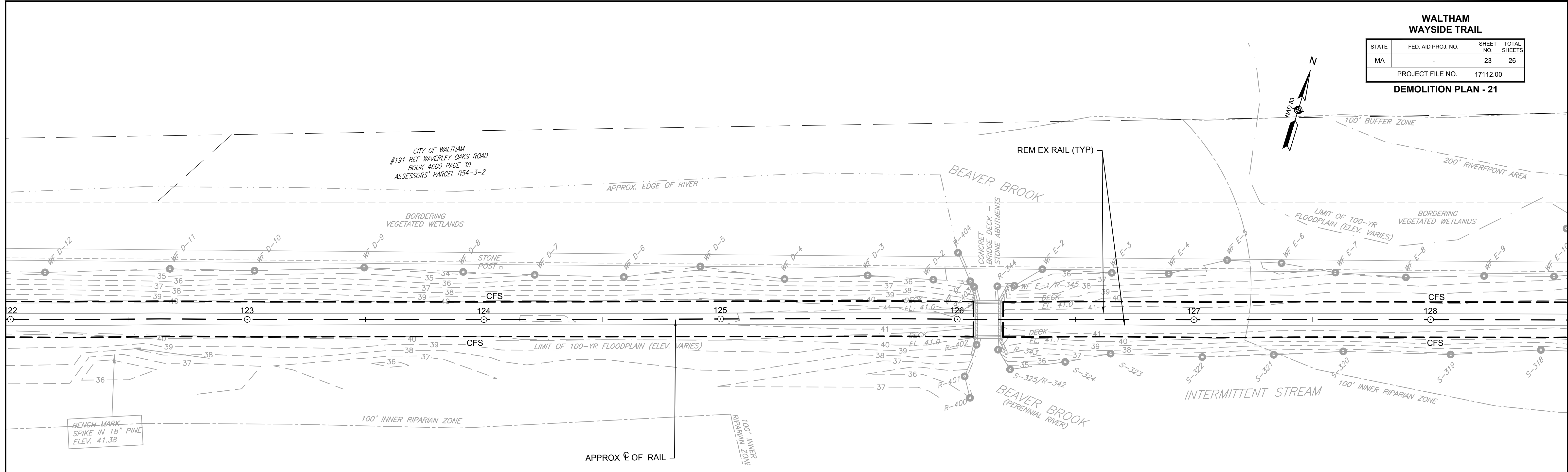
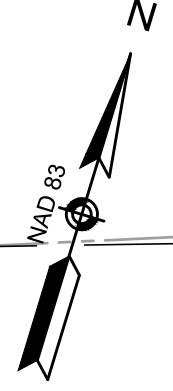
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**WALTHAM
WAYSIDE TRAIL**

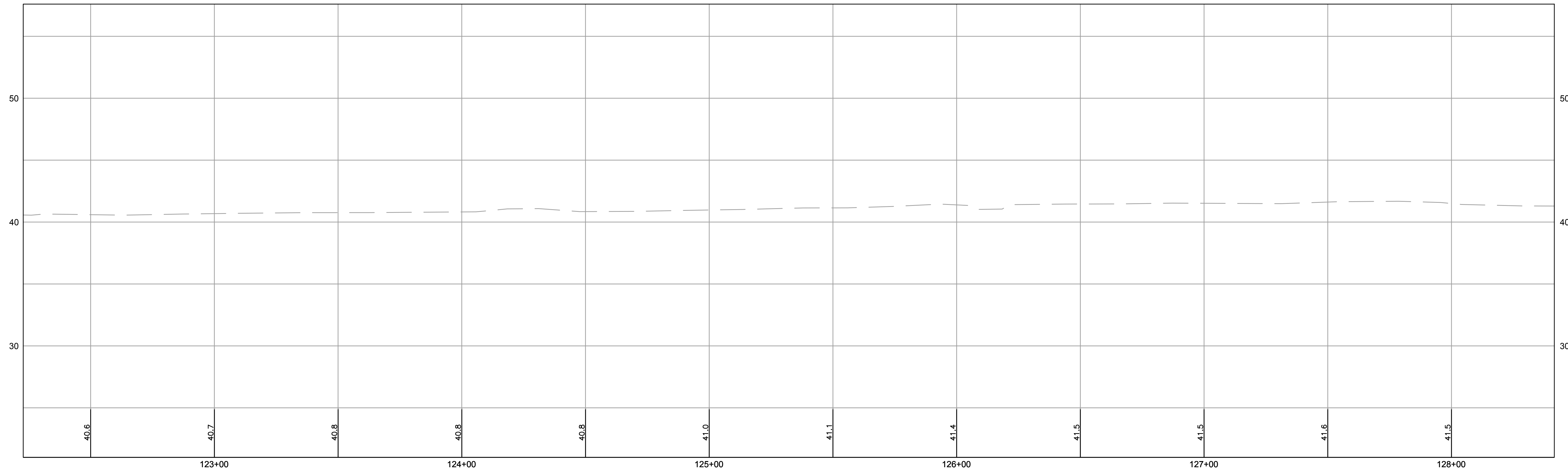
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MA	-	23	26
PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 21



CONTINUED ON SHEET NO. 29

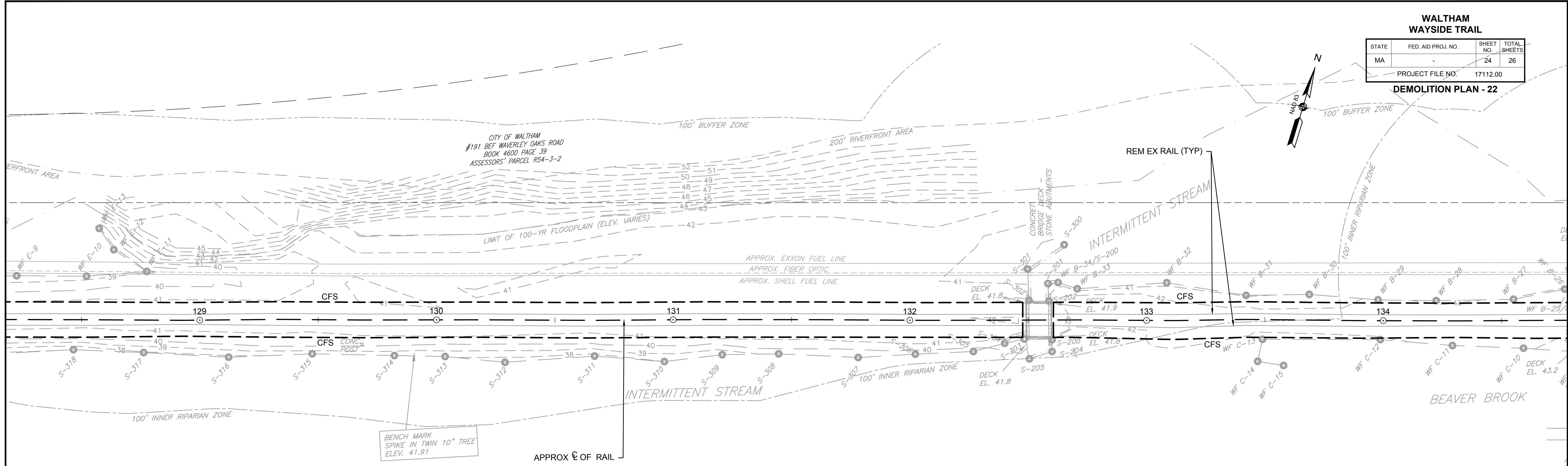
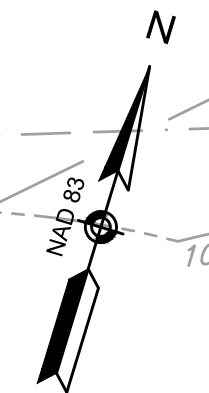
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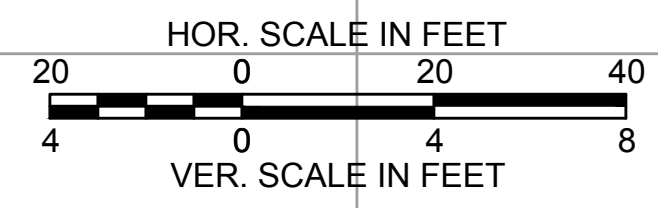
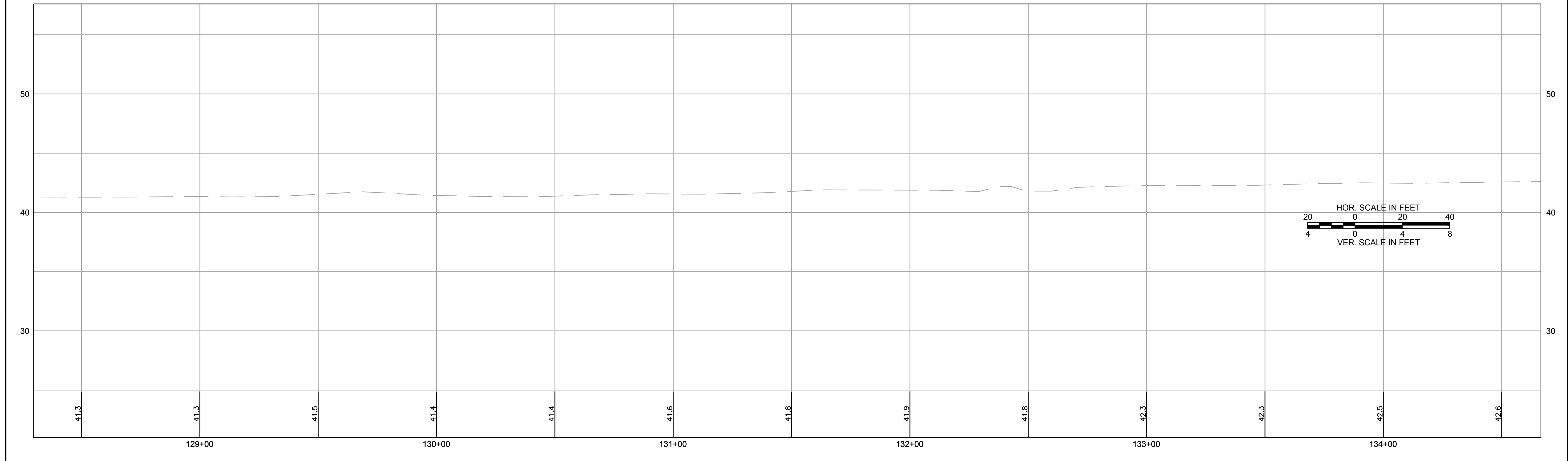
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PROJECT FILE NO.		17112.00	

DEMOLITION PLAN - 22



CONTINUED ON
SHEET NO. 30

CONTINUED ON
SHEET NO. 32

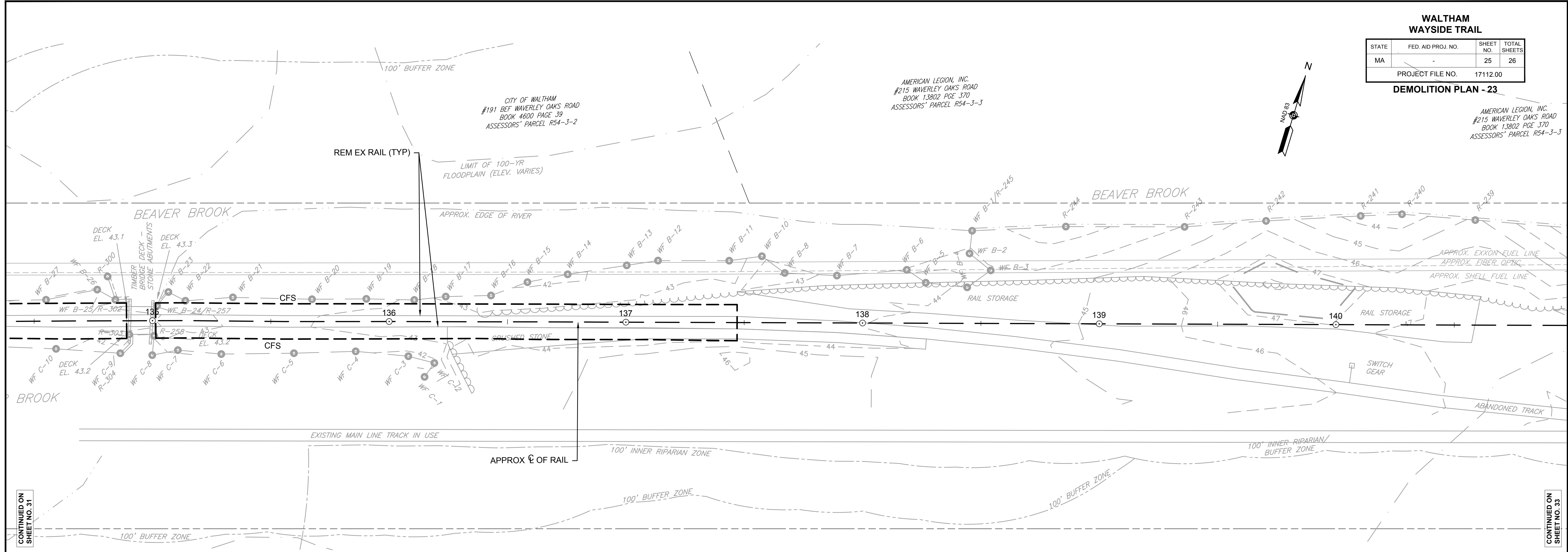
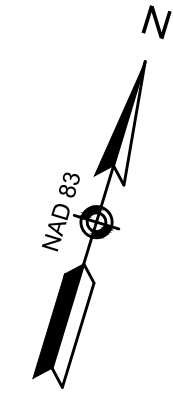


**WALTHAM
WAYSIDE TRAIL**

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

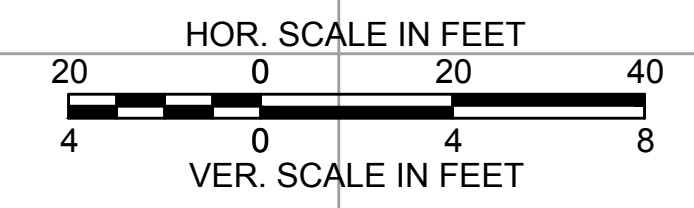
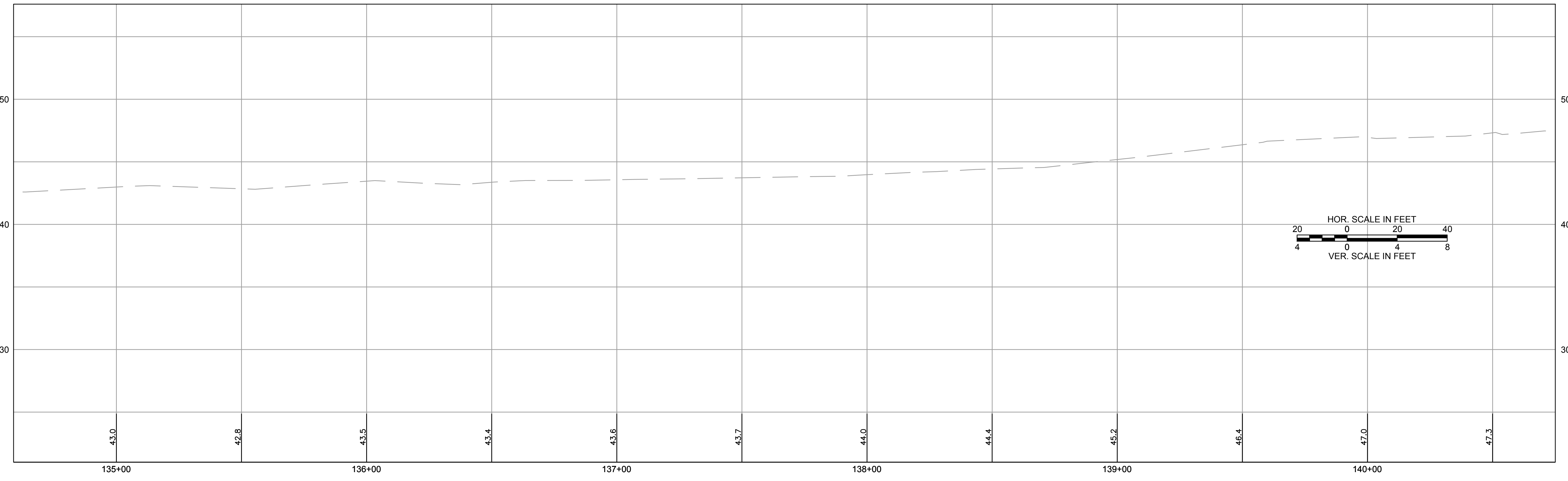
DEMOLITION PLAN - 23

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



CONTINUED ON
SHEET NO. 31

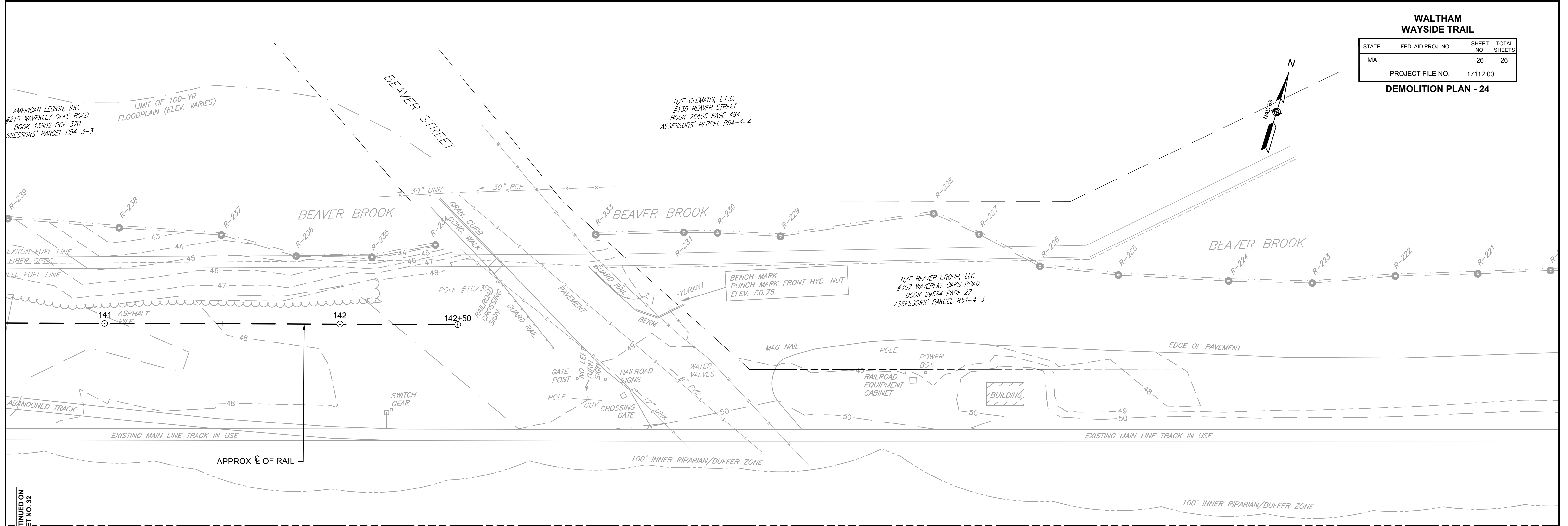
CONTINUED ON
SHEET NO. 33



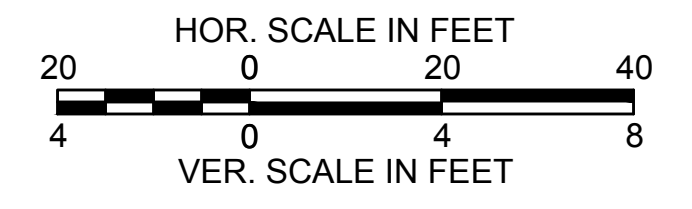
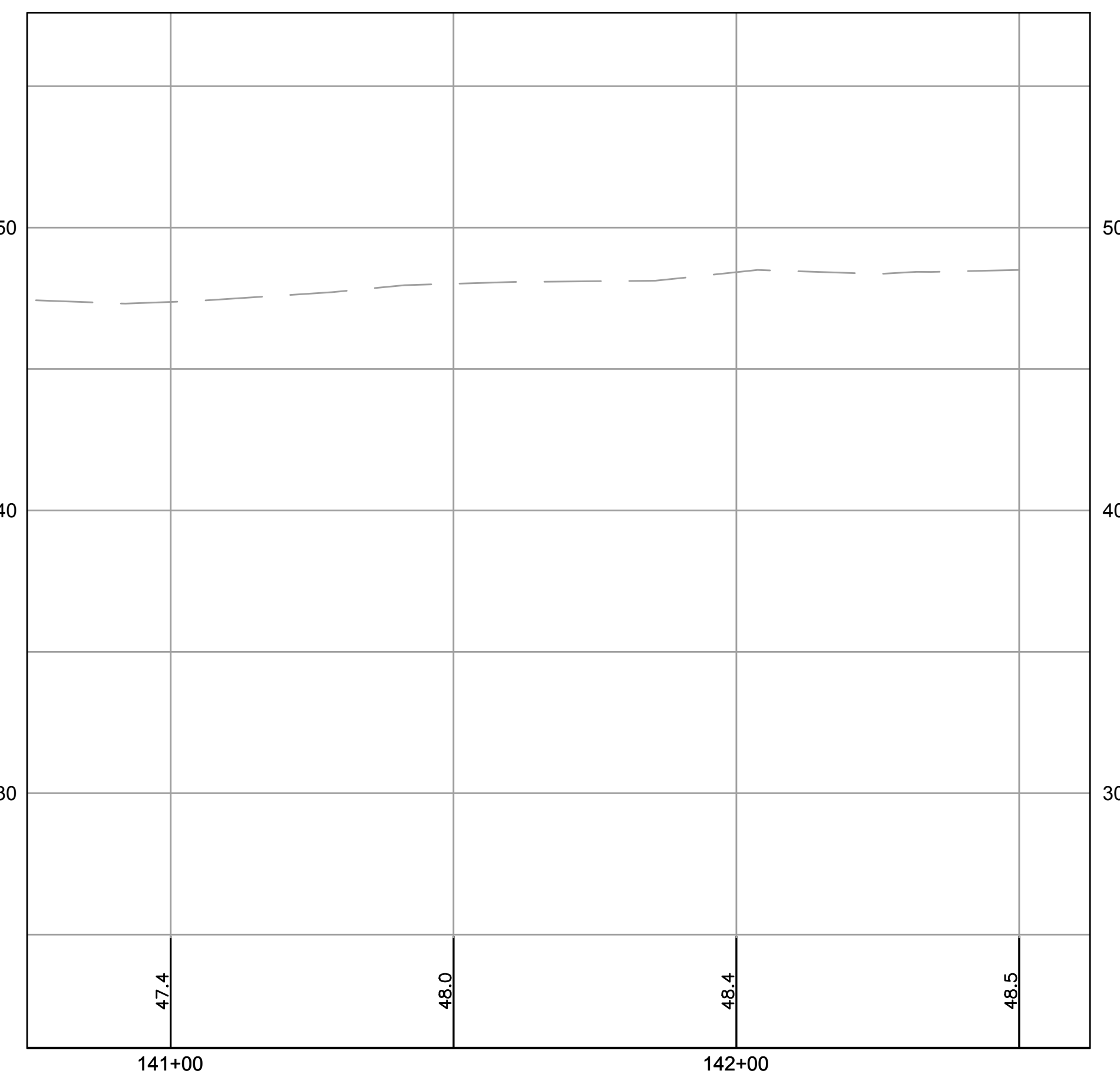
**WALTHAM
WAYSIDE TRAIL**

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

815

RECEIVED

APR 24 2019

PLANNING DEPARTMENT



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Page: 1 of 15 04/18/2019 02:34 PM



Massachusetts Department of Environmental Protection
Bureau of Resource Protection – Wetlands Program
Superseding Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

316-0744

A. General Information

1. From: Northeast Regional Office
Massachusetts Department of Environmental Protection (MassDEP/the Department)

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

3. To: Applicant:

Catherine Cagle _____ b. Company _____ 71765-96

a. First Name, Last Name

c/o City of Waltham – Planning Department _____

c. Organization

19 School Street, Suite 25 _____

d. Mailing Address Line 1

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 Line 1

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:

e. Latitude

f. Longitude



A. General Information (cont'd)

6. Property recorded at the Registry of Deeds (attach additional information if more than one parcel):

<u>Middlesex South</u>	
a. County	b. Certificate (if registered land)
<u>13156</u>	<u>34</u>
c. Book	d. Page

7. Dates:	<u>August 22, 2018</u>	<u>October 3, 2018</u>	<u>November 28, 2018</u>
	a. Date NOI Received	b. Date Local Order Issued	c. Date of SOC Site Visit

8. Final Approved Plans and Other Documents (attach additional plans or document references):

<u>"City of Waltham, Plan and Profile of Wayside Trail in the City of Waltham"</u>	
a. Plan Title	
<u>PARE Corporation</u>	<u>Amy J. Archer, P.E. No. 50439</u>
b. Prepared By	c. Signed and Stamped By
<u>March 31, 2019</u>	<u>Various</u>
d. Final Revision Date	e. Scale
<u>See Condition #20</u>	
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, the Department finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act. Check all that apply:

- | | | |
|---|--|---|
| a. <input checked="" type="checkbox"/> Public Water Supply | b. <input type="checkbox"/> Land Containing Shellfish | c. <input checked="" type="checkbox"/> Prevention of Pollution |
| d. <input checked="" type="checkbox"/> Private Water Supply | e. <input checked="" type="checkbox"/> Fisheries | f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| g. <input checked="" type="checkbox"/> Groundwater Supply | h. <input checked="" type="checkbox"/> Storm Damage Prevention | i. <input checked="" type="checkbox"/> Flood Control |

2. This Department hereby finds the project, as proposed, is (check one):

Approved subject to:

- a. the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. The Department 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.



B. Findings (cont'd)

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

3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available) _____
 a. linear feet

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 Perm/735 temporary	4 Perm/735 temporary	_____	_____
	_____	_____	c. square feet	d. square feet
	e. c/y dredged	f. c/y dredged		
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	_____	_____	_____	_____
Cubic Feet Flood Storage	a. square feet	b. square feet	c. square feet	d. square feet
	3139.83	3139.83	15708.33	15708.33
	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	_____	_____	_____	_____
Cubic Feet Flood Storage	a. square feet	b. square feet		
	_____	_____	e. cubic feet	f. cubic feet
	c. cubic feet	d. cubic feet		
9. <input checked="" type="checkbox"/> Riverfront area	119,525	_____	_____	_____
Sq feet within 100 feet	A. total sq. feet	b. total sq. feet		
	83,255	83,255		
Sq feet between 100-200 feet	c. square feet	d. square feet	e. square feet	f. square feet
	36,270	36,270		
	g. square feet	h. square feet	i. square feet	j. square feet

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

10. Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available) _____
 a. linear feet

11. Designated Port Areas - Indicate size under Land Under the Ocean, below

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
12. <input type="checkbox"/> Land Under the Ocean	_____	_____	_____	_____
	a. square feet	b. square feet		
	_____	_____		
	c. c/y dredged	d. c/y dredged		

13. Barrier Beaches - Indicate size under Coastal Beaches and/or Coastal Dunes below.



B. Findings (cont'd)

- | | | | | |
|--|-------------------|-------------------|-----------|-----------------|
| 14. <input type="checkbox"/> Coastal Beaches | _____ | _____ | _____ | _____ |
| | a. square feet | b. square feet | c. c/y | d. c/y nourish. |
| 15. <input type="checkbox"/> Coastal Dunes | _____ | _____ | _____ | _____ |
| | a. square feet | b. square feet | c. c/y | d. c/y nourish. |
| 16. <input type="checkbox"/> Coastal Banks | _____ | _____ | | |
| | a. linear feet | b. linear feet | | |
| 17. <input type="checkbox"/> Rocky Intertidal Shores | _____ | _____ | | |
| | a. square feet | b. square feet | | |
| 18. <input type="checkbox"/> Salt Marshes | _____ | _____ | _____ | _____ |
| | a. square feet | b. square feet | c. square | d. square feet |
| 19. <input type="checkbox"/> Land Under Salt Ponds | _____ | _____ | | |
| | a. square feet | b. square feet | | |
| | _____ | _____ | | |
| | c. c/y dredged | d. c/y dredged | | |
| 20. <input type="checkbox"/> Land Containing Shellfish | _____ | _____ | _____ | _____ |
| | a. square feet | b. square feet | c. square | d. square feet |
| 21. <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 | | |
| 22. <input type="checkbox"/> Land Subject to Coastal Storm Flowage | _____ | _____ | | |
| | a. square feet | b. square feet | | |
| 23. <input type="checkbox"/> Riverfront area | _____ | _____ | | |
| | a. total sq. feet | b. total sq. feet | | |
| Sq feet within 100 feet | _____ | _____ | _____ | _____ |
| | c. square feet | d. square feet | e. square | f. square feet |
| Sq feet between 100-200 feet | _____ | _____ | _____ | _____ |
| | g. square feet | h. square feet | i. square | j. square feet |

C. General Conditions Under Massachusetts Wetlands Protection Act

Brief Project Description of Permitted Activities:

The construction of an approximately 2.74 mile paved shared use path.



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

(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.
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.
6. If this Order constitutes an Amended Superseding Order of Conditions, this Amended Superseding Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Superseding 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.
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 Department 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, "MA DEP"]

"File Number 316-0744 "



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

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 DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Department of Environmental Protection.
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 Department 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.
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 Department.
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 Department, 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.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. **The work associated with this Order (the “Project”) is (1) is not (2) 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.



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

- 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;
 - 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 19(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 BMPs 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, and 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 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(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.



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 (See attached sheet(s) or below for additional Special Conditions numbered 20 through 41.

See attached



D. Findings Under Municipal Wetlands Bylaw or Ordinance

To the extent that the Order is based on a municipal bylaw or ordinance, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no jurisdiction to supersede the local by-law order.

E. Issuance

This Order is valid for three years from the date of issuance, unless otherwise specified as a special condition pursuant to General Conditions # 4 or # 6.

Issued by: **Massachusetts Department of Environmental Protection:**

Northeast
 MassDEP Regional Office
Rachel Freed
 Deputy Regional Director Signature
 Rachel Freed
 Deputy Regional Director Printed Name

April 12, 2019
 Date

This Order is issued to the applicant as follows:

by Hand delivery on

by certified mail on:

_____ Date

4.12.19
 _____ Date – Certified Mail #



F. Appeal Rights and Time Limits

The applicant, the landowner, the conservation commission, any person aggrieved by the Superseding Order, Determination or other Reviewable Decision as defined at 310 CMR 10.04, who previously participated in the proceedings leading to this Reviewable Decision, the conservation commission, or any ten (10) residents of the city or town where the land is located if at least one resident was previously a participant in the permit proceeding, are hereby notified of their right to appeal this Reviewable Decision pursuant to M.G.L. c.30A, § 10, provided the request is made by certified mail or hand delivery to the Department, along with the appropriate filing fee and a MassDEP Fee Transmittal Form within ten (10) business days of the date of issuance of this Superseding Order or Determination, and addressed to:

Case Administrator
Office of Appeals and Dispute Resolution
Massachusetts Department of Environmental Protection
One Winter Street, 2nd Floor
Boston, MA 02108

A copy of the request (hereinafter also referred to as Appeal Notice) shall at the same time be sent by certified mail or hand delivery to the Conservation Commission, the applicant, the person that requested the Superseding Order or Determination, and the issuing office of the MassDEP at:

MassDEP – Northeast Region
Wetlands Program
205B Lowell Street
Wilmington, MA 01887

In the event that a ten-resident group requested the Superseding Order or Determination, the Appeal Notice shall be served on the designated representative of the ten resident group, whose name and contact information is included in this Reviewable Decision (when relevant).

Contents of Appeal Notice

An Appeal Notice shall comply with the Department's Rules for Adjudicatory Proceedings, 310 CMR 1.01(6) and 310 CMR 10.05(7)(j), and shall contain the following information:

- a) the MassDEP Wetlands File Number, name of the applicant, landowner if different from applicant, and address of the project;
- b) the complete name, mailing address, email address, and fax and telephone numbers of the party filing the Appeal Notice; if represented by consultant or counsel, the name, fax and telephone numbers, email address, and mailing address of the representative; if a ten residents group, the same information for the group's designated representative;
- c) if the Appeal Notice is filed by a ten (10) resident group, then a demonstration of participation by at least one resident in the previous proceedings that led to this Reviewable Decision;
- d) if the Appeal Notice is filed by an aggrieved person, then a demonstration of participation in the previous proceeding that led to this Reviewable Decision and sufficient written facts to demonstrate status as a person aggrieved;
- e) the names, telephone and fax numbers, email addresses, and mailing addresses of all other interested parties, if known;



F. Appeal Rights and Time Limits (cont.)

- f) a clear and concise statement of the alleged errors contained in the Department's decision and how each alleged error is inconsistent with 310 CMR 10.00 and does not contribute to the protection of the interests identified in the Wetlands Protection Act, M.G.L. c.131, § 40, including reference to the statutory or regulatory provisions that the party filing the Appeal Notice alleges has been violated by the Department's Decision, and the relief sought, including any specific desired changes to the Department's decision;
- g) a copy of the Department's Reviewable Decision that is being appealed and a copy of the underlying Conservation Commission decision if the Reviewable Decision affirms the Conservation Commission decision;
- h) a statement that a copy of the request has been sent by certified mail or hand delivery to the applicant and the conservation commission; and
- i) if asserting a matter that is Major and Complex, as defined at 310 CMR 10.04(1), a statement requesting that the Presiding Officer make a designation of Major and Complex, with specific reasons supporting the request.

Filing Fee and Address

A copy of the Appeal Notice along with a MassDEP Fee Transmittal Form and a valid check or money order payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100) must be mailed to:

Commonwealth of Massachusetts
Department of Environmental Protection
Commonwealth Master Lockbox
P.O. Box 4062
Boston, Massachusetts 02211

The request will be dismissed if the filing fee is not paid, unless the appellant is exempt or granted a waiver. The filing fee is not required if the appellant is a city or town (or municipal agency), county, district of the Commonwealth of Massachusetts, or a municipal housing authority. The Department may waive the adjudicatory hearing filing fee pursuant to 310 CMR 4.06(2) for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file an affidavit setting forth the facts believed to support the claim of undue financial hardship together with the hearing request as provided above.



G. Recording Information

This Superseding 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 Department.

To: Massachusetts Department of Environmental Protection Northeast Regional Office
 Issuing Authority
205B Lowell Street, Wilmington, MA 01887
 MassDEP Regional Office Address

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

1265 Main Street to Beaver Street, Waltham, MA 316-0744
 MassDEP File Number

Has been recorded at the Registry of Deeds of:

Middlesex South _____
 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:

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

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

SUPERSEDING ORDER OF CONDITIONS
DEP File Number 316-0744

Special Conditions

20. All work shall conform with the following plans, reports and special conditions:

- a) "City of Waltham, Plan and Profile of Wayside Trail in the City of Waltham," prepared by PARE Corporation, signed and stamped by Amy J. Archer, P.E., final revision date March 31, 2019.
- b) "Long Term Pollution Prevention Plan, Wayside Trail, Waltham, Massachusetts," prepared by PARE Corporation, dated August 2018.
- c) "Operation and Maintenance Manual, Wayside Trail, Waltham, Massachusetts," prepared by PARE Corporation, dated August 2018.
- d) "Stormwater Management Report, Wayside Trail, Waltham, Massachusetts," prepared by PARE Corporation, dated August 2018.

21. This Superseding Order supersedes all previous Orders issued for this project, DEP File#316-0744. All work shall conform to the Notice of Intent and plans and documentation referenced above unless otherwise specified in this Superseding Order. In case of a conflict, the Conditions of this Superseding Order shall prevail.

22. A copy of this Superseding Order shall be included in all construction contracts and shall supersede any conflicting requirements.

23. A copy of this Superseding Order as well as the plans and reports referenced in Condition #20 shall be available on site while activities regulated by this Order are being performed. In addition to the owners, all contractors and subcontractors shall be held responsible for compliance with this Superseding Order.

24. No work shall commence on-site until all appeal periods have elapsed and this Superseding Order of Conditions has been recorded with the Registry of Deeds and MassDEP has been formally notified via the form provided at the end of this Order.

25. This Superseding Order shall apply to any successor or assigns in interest or control and any other party engaging in activity on the property identified in the Notice of Intent.

26. Any proposed or executed change in the plans approved under this Superseding Order shall require the applicant to file a new Notice of Intent with the conservation commission or to inquire of MassDEP in writing whether the change is substantial enough to require a new filing. A copy shall be sent at the same time to the Waltham Conservation Commission. Any errors in the plans or information submitted by the applicant shall be considered changes and the above procedures shall be followed.

27. Members and agents of MassDEP and the Waltham Conservation Commission shall have the right to enter and inspect the premises to evaluate compliance with the conditions contained in this Superseding Order, and may require the submittal of any data deemed necessary by MassDEP for that evaluation.

28. The applicant shall employ an Environmental Monitor (EM) to oversee all activities located on the project site, including but not limited to supervision of the maintenance and replacement of all erosion controls and stormwater management BMP. The Environmental Monitor shall be responsible for ensuring compliance with this SOC during construction. The applicant shall provide MassDEP and the Waltham Conservation Commission with the name(s), address(es) and telephone number(s) of the Environmental Monitor and his or her alternate prior to the start of work.
29. The Environmental Monitor shall inspect erosion controls on a weekly basis and after any storm events and shall have the authority to modify existing controls or require additional controls if he or she deems it necessary. The Environmental Monitor shall immediately control any erosion problems that occur on the site and shall immediately notify MassDEP and the Waltham Conservation Commission if any sediment discharges to a wetland resource area. MassDEP reserves the right to require additional erosion control.
30. The Environmental Monitor shall report in writing to MassDEP and the Waltham Conservation Commission once every month while construction is underway within the 100-foot buffer zone, Land Under Water and Bordering Land Subject to Flooding to confirm that all activities are in compliance with the conditions of this SOC. The status report shall at a minimum include a description of any erosion control problems, progress on construction and grading, changes in construction schedule, actions taken to address problems and any other recommendations for site management.
31. Prior to the start of work, the applicant shall submit a construction sequence to MassDEP and the Waltham Conservation Commission for approval by MassDEP. The construction sequence shall include a plan showing the location of any material stockpile areas and any temporary, construction period, stormwater BMPs.
32. Prior to the start of work, erosion controls consisting of silt fence and staked haybales shall be installed between the limits of work and the wetland resource areas. These barriers shall serve as the limit of disturbance and shall be installed as close to the work area as possible. Erosion controls shall remain in place until MassDEP approves their removal.
33. No soil or other materials shall be stockpiled within 100 feet of wetland resource areas.
34. Upon completion of construction, all exposed soils shall be seeded with appropriate vegetation or otherwise stabilized by a method acceptable to MassDEP and Waltham Conservation Commission.
35. At no time during or after construction shall fill or other materials be placed, slump into or fall beyond the limit of grading as shown on the plan. The Environmental Monitor shall be responsible for inspecting and maintaining all slopes and shall immediately notify MassDEP and the Waltham Conservation Commission if slumping, erosion or encroachment occurs.
36. Excess soil, rock and debris excavated or generated during the course of this project shall be removed from the site and disposed of in a legal manner. Records of the destination of all materials, including excess fill and loam, to be removed from the site shall be kept on file and shall be provided to the MassDEP and the Waltham Conservation Commission upon request.

37. Storing, servicing or cleaning of equipment, including but not limited to fueling, changing, adding or applying lubricants or hydraulic fluids, or washing/rinsing of trucks or equipment, shall be performed outside the 100-foot buffer zone.
38. During work on this project, there shall be no discharge or spillage of fuel, oil or other pollutants, including sediments, onto any part of the site. The applicant shall take all reasonable precautions to prevent the release of pollutants by ignorance, accident or vandalism.
39. The stormwater management BMP shall be managed and maintained in accordance with the project's Operation and Maintenance Plan (referenced in Condition #20) and the conditions contained in this Superseding Order. This Condition shall remain in effect in perpetuity and shall be recorded on the Certificate of Compliance.
40. The application of sand or de-icing materials is prohibited along sections of the shared use path within areas located within the buffer zone to Bordering Vegetated Wetlands and Inland Bank, Riverfront Area and Bordering Land Subject to Flooding.
41. Upon completion of the project, the applicant shall request a Certificate of Compliance from MassDEP and shall submit the following information with the request:
- a) A written statement by a professional engineer or land surveyor registered in the Commonwealth of Massachusetts certifying compliance with the approved plans referenced above and this Superseding Order of Conditions and setting forth deviations, if any exist;
 - b) An as-built site plan prepared by a registered land surveyor or registered professional engineer showing location and grades of the project, including but not limited to: the constructed shared-use path, stormwater BMP, and site grading on the project site.

