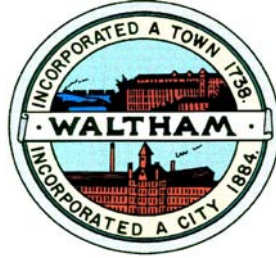


The City of Waltham



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

AQUATIC VEGETATION MANAGEMENT *OF HARDY POND*

The bid opening will be held:
Wednesday February 19, 2014 at 10:00AM

**AQUATIC VEGETATION MANAGEMENT
OF
HARDY POND
IN
WALTHAM, MASSACHUSETTS
2014**

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SECTION 1
INVITATION TO BID
AQUATIC VEGETATION MANAGEMENT OF HARDY POND
WALTHAM, MASSACHUSETTS

SEALED BIDS for AQUATIC VEGETATION MANAGEMENT OF HARDY POND will be received by the Joseph Pedulla, Chief Procurement Officer at City Hall, Waltham, Mass. until **Wednesday February 19, 2014 at 10:00AM** at which time they will be publicly opened and read.

BIDS shall be received only on the Bid forms provided in the Specifications and the Bid shall be properly filled out and placed in a sealed envelope and addressed to Joseph Pedulla, Chief Procurement Officer, Waltham, Massachusetts, and endorsed "BID FOR AQUATIC VEGETATION MANAGEMENT OF HARDY POND" along with the bidder's name.

No Bid will be received unless accompanied by cash, a certified check, a treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond for the sum of five percent (5%) of the contractor's bid price in favor of the City of Waltham. If the Bidder selected as the Contractor on any such work fails to execute the Contract therefore within five days, Sundays and holidays excluded, after presentation by the awarding authority, an award shall be made to the next lowest responsible and eligible bidder thereon. Should any bidder on any such proposed work to whom an award is made fail to execute a contract therefore within five days, Sundays and holidays excluded, after presentation thereof, the amount so received as a bid deposit from such bidder through his cash or certified check, treasurer's check or cashier's check issued by a responsible bank or trust company, or bid bond shall become and be the property of the said City of Waltham as liquidated damages; provided, that in the case of death, disability or other unforeseen circumstances affecting the bidder, such bid deposit may be returned to him.

The right is reserved by the City of Waltham to reject any or all bids as may be deemed best for the interests of the City and the City of Waltham reserves the right to waive any informalities in the bidding.

The successful bidder will be required to furnish a performance bond and labor and materials payment bond of an approved surety company in an amount not less than the full amount of the Contract.

Specifications may be obtained by emailing the CPO at jpedulla@city.waltham.ma.us or by visiting the City's web Site at www.city.waltham.ma.us/purchasing/open-bids

The successful bidder shall observe faithfully all statutory requirements and local ordinances.

The City of Waltham specifically reserves the right to delete from the Contract any of the items stipulated in the Bid should, in its opinion, such action be necessary. The City of Waltham further reserves the right, should funds be available, to add to the items stipulated in the Bid should, in its opinion, such actions be in the best interest of the City of Waltham.

Joseph Pedulla
Chief Procurement Officer
City of Waltham

SECTION 2

**COMMONWEALTH OF MASSACHUSETTS
WAGE RATES**

The prevailing Wage Schedule for this project is found on line at www.city.waltham.ma.us/open-bids . The File is too large to attach here.

**CITY OF WALTHAM, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS**

SECTION 3

**BID FOR
AQUATIC VEGETATION MANAGEMENT
OF
HARDY POND
WALTHAM, MASSACHUSETTS**

**TO THE JOSEPH PEDULLA, CHIEF PROCUREMENT OFFICER
CITY OF WALTHAM, MASSACHUSETTS**

The undersigned, as bidder, hereby declares that he has carefully examined the specifications and provisions attached hereto, and that he proposes and agrees, if this bid is accepted, that he will contract with the CITY OF WALTHAM in the form prescribed for the AQUATIC VEGETATION MANAGEMENT OF HARDY POND for the City during the year 2014 as herein specified and will provide therefore all necessary labor, machinery and equipment, and will perform all the work in the manner prescribed and according to the requirements of the City of Waltham.

Accompanying this bid is cash, money order, certified check or treasurer's check payable to the City of Waltham, or a bid bond in the amount of five percent (5%) of the contractor's bid price

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

Bidder acknowledges receipt of the following addenda:

Objective:

- Aquatic harvesting of water chestnut (*trapa natans*) in June.

Permitting:

The selected consultant will work with the City of Waltham Consolidated Public Works Department to obtain all necessary permits and licenses to undertake the management program. An Order of Conditions for this work is in effect.

Permitting should commence upon receipt of Notice to Proceed and be concluded by the end of May 2014.

Herbicide and Algaecide Treatments:

Chemical treatment for *Elodea*, *ceratophyllum demersum*, *myriophyllum spicatum* and curley pond will be included in this contract.

Aquatic Weed Harvesting of Water Chestnut:

Prior to and upon completion of harvesting, the consultant should conduct a biological survey of Hardy Pond. Approximately twenty acres of water chestnut were harvested in 2006 and later years. The harvesting project will include the mobilization and demobilization of the equipment, as well as the operation, labor, supplies and insurance. The project includes loading, trucking and proper disposal of harvested material. Before commencing work, the consultant shall notify abutters, property owners or other affected parties.

Water chestnut harvesting shall commence between June 5 and June 19, 2014, and be completed by July 7, 2014. Harvesting includes the removal of floating islands that have broken off from adjacent wetlands. Harvesting shall continue Monday through Friday without interruption, municipal holidays excluded, unless otherwise authorized by the City of Waltham.

The harvesting equipment shall be of adequate size to cut the water chestnut at least twelve inches below the water surface and capture the plants for disposal on designated areas of the shoreline. The contractor shall harvest the shallow areas first, and then proceed to the deeper areas. The contractor shall provide sufficient crews and equipment so that all water chestnut can be removed at the appropriate time

An estimated five to eight acres of Hardy Pond are inaccessible to a weed harvester due to the shallowness of the water, stumps and boulders. These areas shall be harvested by hand with rakes and pitchforks using lightweight watercraft. When obstacles are discovered, they shall be marked with stakes to warn harvesting contractors in the future.

Material may be left overnight in areas designated by the City for the purpose of dewatering, but must be removed during the following work day.

In the event that more than ¼ acre of re-growth occurs during the year 2014growing season, the contractor shall harvest the additional plants at no additional cost to the City of Waltham.

The contractor shall give five days notice prior to commencing activities and provide three days advance notice that he is about to complete the work.

Work shall be subject to inspection by City of Waltham personnel prior to the contractor's departure from the site.

This is a three one-year year contract beginning May 1, 2014 and renewable, at the discretion of the Chief Procurement Officer for two additional years ending April 30, 2017.

Year 1 AMOUNT OF BID: _____ DOLLARS (\$_____)

Year 2 AMOUNT OF BID: _____ DOLLARS (\$_____)

Year 3 AMOUNT OF BID: _____ DOLLARS (\$_____)

The date of substantial completion of this year's project is July 7, 2014. The date of commencement shall be that of the Notice to Proceed. The bidder is hereby notified that time is of the essence concerning this proposed work and that the bidder must agree to commence work on or before a date to be specified.

BIDDER

SIGNATURE

BUSINESS ADDRESS

TELEPHONE NUMBER

FAX NUMBER

DATE

PROOF OF CONTRACTOR'S RESPONSIBILITY

Before a contract will be awarded to any bidder, he will be required to furnish evidence satisfactory to the Owner that he has all of the following qualifications:

A. Ability, equipment, organization, and financial resources sufficient to enable him to complete the work successfully within the time required.

B. Experience during the past three years in the successful completion of similar City of Waltham projects, the magnitude of which shall be not less than one-half of the work herein specified. In this connection, the attention of the bidder is directed to the bidder's experience form attached, which shall be used in determining the responsibility of the bidder. The Owner may require additional information whenever, in his judgment, such information is necessary to determine the responsibility of the bidder.

In the event the bidder fails, refuses, or neglects to submit any required information within the reasonable time stated in any request or fails to qualify as a responsible bidder; his bid guaranty shall be forfeited to the use of the owner, not as a penalty, but as liquidated damages.

The determination of whether a bidder is responsible shall rest solely with the City of Waltham.

BIDDER'S EXPERIENCE

The following is a list of the projects similar in character and scope to the work specified in this contract that have been successfully completed by this bidder during the past three years. "Completed" means the owner or authorized representative has accepted the project and final payment has been received. Each bidder must furnish this information.

LOCATION | TYPE OF WORK | DOLLAR VALUE | OWNER'S NAME AND ADDRESS | OWNER'S CITY OF WALTHAM AND PHONE | DATE COMPLETED

_____ **BIDDER'S SIGNATURE**

CITY OF WALTHAM, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

SECTION 4 –

CONTRACT FOR
AQUATIC VEGETATION MANAGEMENT
OF
HARDY POND
IN
WALTHAM, MASSACHUSETTS

CLAUSE 1. This agreement is made this _____ day of _____ in the year 2014 by and between the City of Waltham, party of the first part, hereinafter called the CITY, by its MAYOR, and

party of the second part, hereinafter called the CONTRACTOR.

CLAUSE 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 the AQUATIC VEGETATION MANAGEMENT OF HARDY POND and in strict conformity with the provisions of this contract and of the INVITATION TO BID, bid and specifications hereto annexed. The said specifications and INVITATION TO BID 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.

CLAUSE 3. In consideration of the foregoing promises 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 but 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 risks of every description connected with 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.

CLAUSE 4: The date of substantial completion of this year's project is July 7, 2011. The date of commencement shall be that of the Notice to Proceed. The bidder is hereby notified that time is of the essence concerning this proposed work and that the bidder must agree to commence work on or before a date to be specified.

CITY OF WALTHAM, MASSACHUSETTS

BY JEANNETTE A. MCCARTHY, MAYOR

APPROVED AS TO FORM ONLY

JOHN CERVONE, ESQ., CITY SOLICITOR

CONTRACTOR

TITLE

ADDRESS

BY JOSEPH PEDULLA, CHIEF PROCUREMENT OFFICER

BY PAUL CENTOFANTI, CITY AUDITOR

BY MICHAEL CHIASSON, DIRECTOR,
Consolidated Public Works Department

CITY OF WALTHAM, MASSACHUSETTS

Section 5

PAYMENT BOND
FOR
AQUATIC VEGETATION MANAGEMENT
OF
HARDY POND
IN
WALTHAM, MASSACHUSETTS

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 if the above bounden

heirs, executors, administrators and assigns, shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the AQUATIC VEGETATION MANAGEMENT OF HARDY POND and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, fuel, repairs on machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that (except as to the Owner) 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 Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Contractor to the other, shall not in any way release the Contractor and the Surety or 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 altercations, 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 or 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 _____ BY _____
SURETY (SEAL)

NAME _____ BY _____
SIGNATURE AND TITLE

ADDRESS _____ BY _____
ATTORNEY-IN-FACT

POWER OF ATTORNEY

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

CITY OF WALTHAM, MASSACHUSETTS

SECTION 5B

PERFORMANCE BOND

FOR

AQUATIC VEGETATION MANAGEMENT

OF

HARDY POND

WALTHAM, MASSACHUSETTS

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 or 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 if the above bounden

heirs, executors, administrators and assigns, shall faithfully perform the Contract for AQUATIC VEGETATION MANAGEMENT OF HARDY POND on his part and during the life of any guaranty or warranty, including 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 Owner from all costs and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the Owner all outlay and expense which the Owner by 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 Owner, 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 Owner) 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 Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Contractor to the other, shall not in any way release the Contractor and the Surety or 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 _____ BY _____
SURETY (SEAL)

NAME _____ BY _____
SIGNATURE AND TITLE

ADDRESS _____ BY _____
ATTORNEY-IN-FACT

POWER OF ATTORNEY

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

CITY OF WALTHAM, MASSACHUSETTS

SECTION 5C

**ATTESTATION
FOR
AQUATIC VEGETATION MANAGEMENT
OF
HARDY POND
IN
WALTHAM, MASSACHUSETTS**

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

Signature of Contractor

Name of Contractor (Agency)

Federal Identification Number or Social Security Number

Date

* Legislation enacted by the Commonwealth of Massachusetts, effective July 1, 1983, requires that all contractors doing business with municipalities sign the above Attestation.

**CITY OF WALTHAM, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS**

SECTION 6

SPECIFICATIONS

FOR

AQUATIC VEGETATION MANAGEMENT

OF

HARDY POND

WALTHAM, MASSACHUSETTS

1) GENERAL PROVISIONS

(a) The attention of the CONTRACTOR is called to the provisions of MGL Chapter 149, §6: that in the employment of mechanics, teamsters and laborers, preference shall first be given to citizens of the Commonwealth of Massachusetts who have served in the Armed Forces of the United States in time of war and have been honorably discharged there from, or released from active duty therein, and who are qualified to perform the work, to which the employment relates, and secondly, to citizens of the Commonwealth of Massachusetts generally and if they cannot be obtained in sufficient numbers, then to citizens of the United States: that no laborer, workman or mechanic working within the Commonwealth of Massachusetts in the employ of the CONTRACTOR, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this agreement shall be requested to work more than eight hours in any one day, or shall be requested or required to work more than forty hours any one week, except in cases of extraordinary emergency, and that the CONTRACTOR will in all things, observe and comply with any and all other provisions of law relative to agreements or contracts for the performance of public work.

(b) The CONTRACTOR shall do all the work and furnish all the labor, materials, implements, tools, machinery and applications, except as herein otherwise specified, necessary or proper for performing and completing the work required by this contract in the manner herein specified.

(c) All the work, labor and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in accordance with the directions of the CITY OF WALTHAM as given from time to time during the progress of the work under the terms of this contract.

(d) The CONTRACTOR shall complete the entire work in accordance with the specifications for the work and to the satisfaction of the CITY OF WALTHAM.

(e) The INVITATION TO BID and the BID submitted by the CONTRACTOR shall be made parts of this contract.

(f) The CONTRACTOR, during the progress of the work, shall take every precaution to ensure the absolute safety of the public from injury.

(g) The CONTRACTOR agrees to give his personal attention to the work or, during his absence, agrees to delegate his authority to a duly authorized agent who shall represent him in the decision of all matters relative to the construction of the work. The CONTRACTOR is to be responsible for any damage to property resulting from his operation.

(h) The attention of the CONTRACTOR is also called to the provisions relative to directing or requiring employees to lodge, board or trade at any particular place or with any particular person or persons and the CONTRACTOR agrees to be governed by such provisions.

(i) The CONTRACTOR shall keep himself fully informed as to all laws, bylaws, ordinances, regulations, orders, decrees and wage rates, and shall protect and indemnify the CITY and all its officers, agents and servants against any claim or liability arising from, or based on, the violation of any such all laws, bylaws, ordinances, regulations, orders, decrees and wage rates, whether by himself or his employees or subcontractors.

(j) The CONTRACTOR agrees to take out and maintain at his own expense insurance against damage arising from injury to his employees, in accordance with MGL Chapter 152 and amendments thereof.

2) DEFINITIONS

(a) "CITY OF WALTHAM," "CITY CITY OF WALTHAM," "CITY" or "OWNER" shall mean the CITY OF WALTHAM, acting directly or through properly authorized agents; such agents acting within the scope of the particular duties entrusted to them.

(b) The word "CONTRACTOR" shall mean the party or parties contracting to perform the work covered by this contract or his or their legal representative successors or assigns.

3) EXAMINATION OF THE SITE

Before submitting his BID, the CONTRACTOR may visit the site, examine its condition and thoroughly acquaint himself with the obstacles and advantages of performing the work. He shall also study the plans and specifications explanatory of the work and compare the same with the information gathered by the examination of the site.

4) ESTIMATED QUANTITIES

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents, including the BID, they are given for use in comparing Bids. The right is especially reserved to increase or diminish them as may be deemed reasonably necessary or desirable by the OWNER to complete the work contemplated by this CONTRACT, and such increase or reduction shall in no way invalidate this CONTRACT, nor shall any such increase or diminution give cause for claims or liability for damage. Contractor shall order materials based on actual field measurements and not quantities estimated in the Bid. The City of Waltham will not be responsible for overstocked materials.

5) ITEMS NOT LISTED IN THE BID

The lump sum and unit price items listed in the Bid form are intended to cover all items of work to be done and materials and work to be furnished to fully complete the work in accordance with the Contract Documents. Appurtenant items of work as shown on the Drawings or as specified or as required, and parts of the work, materials, and equipment not listed separately and not shown or specified to complete the work under the item or not shown in the Bid shall be considered as incidental to the applicable item and included in the cost of payment under the various applicable Bid items of work, and no separate payment will be made for such items. It shall be the responsibility of the CONTRACTOR to verify any missing or incomplete data.

6) BALANCED BIDDING

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 as provided in the paragraph 4).

7) DISCREPANCIES, ERRORS AND OMISSIONS

Drawings and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the CITY OF WALTHAM shall be final and binding on both parties to this contract. Any correction of error or omissions in drawings and specifications may be made by the CITY OF WALTHAM when such correction is necessary for the proper fulfillment of their intention as construed by him. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of work to be done by the CONTRACTOR, compensation for said additional work shall be made under the provision for "Claims for Additional Work," except where the additional work may be classed under some item of work for that a unit price is included in the BID.

The fact that specific mention of a fixture, or any part of the work, is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to complete such work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter of any claim for extra compensation. The said fixtures or work, or both, must be installed or done the same as if called for by both the drawings and the specifications.

Work indicated on the drawings and not mentioned in the specifications or vice versa, and all work and material usual and necessary to make the work complete in all its parts, whether or not indicated on the drawings or mentioned in the specifications shall be furnished and executed the same as if called for by both the drawings and specifications.

8) CLAIMS FOR ADDITIONAL WORK

The CONTRACTOR shall make no claim for additional work or materials unless the same shall be performed or furnished in pursuance of an order from the CITY OF WALTHAM and unless the same shall be specifically authorized in writing, signed by the MAYOR. Notice of all claims for additional work and material shall be made to the CITY OF WALTHAM in writing ten days from the beginning of such work or the furnishing of such materials.

9) SUBCONTRACTS

No work may be sublet or subcontracted without prior written approval of the CITY OF WALTHAM.

10) CITY OF WALTHAM TO BE REFEREE

To minimize disputes and litigation, it is further agreed by and between the parties to this contract that the CITY OF WALTHAM shall decide all questions arising during the progress of the work and his decisions shall be final and binding upon the parties to this contract.

11) JURISDICTIONAL DISPUTES

It shall be the responsibility of the CONTRACTOR to see that the proper trades perform their respective work.

12) COMPLETION OF THE WORK

(a) The CONTRACTOR agrees to complete the work hereunder required in every particular in a prompt and diligent manner and to the satisfaction of the CITY OF WALTHAM in accordance with the plans, specifications and this contract within the period of the time stated in the BID.

(b) The MAYOR shall have the right to extend the time for completion of said work but such time shall not be extended except upon application in writing by the CONTRACTOR and good cause shown.

(c) The time shall be extended if delay is caused by a strike or boycott for which the CONTRACTOR is in no way responsible and which the CONTRACTOR cannot reasonably avoid.

(d) Neither an extension of time, for any reason beyond that fixed herein for the completion of the work nor the doing and acceptance of any part of the work called for by this contract, shall be deemed to be a waiver by the CITY OF WALTHAM of the right to abrogate this contract for abandonment or delay in the manner provided for in paragraph 13) of this contract.

13) ABANDONMENT OF THE WORK

The CONTRACTOR further agrees that if the work to be done under this contract shall be abandoned, or if the work shall not be fully completed on the day herein specified, or if this contract shall be assigned by the CONTRACTOR otherwise than as herein specified, or if at any time the CITY OF WALTHAM shall be of the opinion and shall certify in writing to the MAYOR, that the work is unnecessarily or unreasonably delayed, or that the CONTRACTOR is willfully violating any of the conditions or agreements of this contract, or is not executing said contract in good faith, or is not making such progress in the execution of the contract as to indicate its completion within the required time, the

MAYOR shall have the power and the right to notify the CONTRACTOR to discontinue said work or such part thereof as the MAYOR may designate, and the MAYOR shall thereupon have the power and the right to notify the CONTRACTOR to discontinue said work or such part thereof as the MAYOR may designate; and the MAYOR shall thereupon have the power by contract or otherwise as he may determine, to employ such persons and obtain such appliances and tools as he may deem necessary to work at, and be used to complete the work herein described or such part thereof as he may deem necessary and to use such implements and materials of every description as may be found upon the premises both such as enter into the completed work and such as are necessarily used in and about the same in the course of construction, and to procure other materials and implements to the CONTRACTOR; and the expense so charged shall be deducted and paid by the MAYOR out of such money as may be deemed either due at any time thereafter become due to the CONTRACTOR under this contract or any part thereof, and in case such expense is less than the sum that would have been payable under this contract if the same had been completed by the CONTRACTOR, then the CONTRACTOR shall be entitled to receive the difference and in case such expense exceeded the sum which would have been payable under this contract if the same had been completed by the CONTRACTOR, then the CONTRACTOR shall pay the amount of such excess to the CITY OF WALTHAM.

14) PAYMENT TO THE CONTRACTOR

The CITY OF WALTHAM shall, from time to time, certify as to the work done to date and the value thereof, and payment shall be made to the Contractor on a unit price basis for the work completed to date. The CITY OF WALTHAM shall retain five percent of such value and pay to the CONTRACTOR the balance, after deduction there from all previous payments and all sums to be kept or retained under the provisions of previous payments and all sums to be kept or retained under the provisions of this contract. It is further agreed that the sum as herein provided will be paid by the CITY OF WALTHAM and shall be received by the CONTRACTOR as full compensation for furnishing and installing material and executing all the work contemplated by the CONTRACTOR, 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 difficulties that may be encountered in the prosecution of the same or from hindrance or delay from any cause whatsoever in the progress of the work and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of said work as herein specified and for well and faithfully completing the whole in the manner and in accordance with the plans and specifications and requirements of the CITY OF WALTHAM. Ninety five percent of such sum shall be paid by the CITY OF WALTHAM to the CONTRACTOR, it being understood that the final payment be made within sixty days after this contract is completely finished provided that the CITY OF WALTHAM shall certify in writing that all the work has been done to his satisfaction, and provided further that nothing herein contained shall be construed to effect the right of the MAYOR hereby reserved, to reject the whole or any portion of the aforesaid work should the certificate be found or known to be inconsistent with the terms of this agreement, or otherwise improperly given and provided further that if at any time there shall be any claim of the sort mentioned in paragraph 15) or paragraph 24) of this contract to the MAYOR, the CITY OF WALTHAM shall have the right to retain out of the payment an amount sufficient to pay such claim until the same shall be satisfied or canceled.

15) UNPAID CLAIMS

The CONTRACTOR further agrees that he will pay all bills for labor and materials contracted for by him on account of the work herein contemplated and that he will furnish the MAYOR at his request with

evidence satisfactory to him that all persons who have done work or furnished material under this contract and all claims of private corporations or individuals for damages of any kind, caused by the construction of said work, have been fully paid or satisfactorily secured. The MAYOR shall cause to be retained, out of such amount due the CONTRACTOR, sums sufficient to cover any such unpaid claims.

16) PERMITS

The CONTRACTOR shall obtain all necessary permits for the execution of this contract, including a street opening permit, obtained at no charge from the Department of Public Works (781) 314-3800.

17) PROSECUTION AND PROGRESS

The CONTRACTOR shall commence work within fifteen days after the mailing of the executed CONTRACT unless otherwise ordered in writing by the CITY OF WALTHAM, and the CONTRACTOR shall thereafter prosecute the work at such places and in such order as the CITY OF WALTHAM may from time to time prescribe.

Should the prosecution of the work for any reason be discontinued, the CONTRACTOR shall notify the CITY OF WALTHAM at least twenty-four hours prior to resumption of operations.

19) SCHEDULE

Within fifteen days after the mailing of the executed CONTRACT, a meeting shall be held between the CITY OF WALTHAM and the CONTRACTOR who is awarded the Bid. At this meeting, a schedule of the work to be done shall be set up by the CITY OF WALTHAM and the CONTRACTOR. Time schedules for various phases of construction will be determined and compiled in a manner that is satisfactory to both the CONTRACTOR and the CITY OF WALTHAM.

20) ACCESS TO AREA MERCHANTS, BUSINESSES, HOUSES AND GARAGES

The CONTRACTOR shall adjust and provide a suitable vehicle and pedestrian access to all area merchants, businesses, houses and garages at all times as necessary and to the satisfaction of the CITY OF WALTHAM.

21) MATERIALS

Slips for materials purchased to be used on the work shall be submitted to the CITY OF WALTHAM prior to installation of the materials. All slips shall clearly show the type and/or class of the material and the quantity purchased. The Vendor's name shall be shown on all slips.

22) MATERIALS REMOVED AND STACKED

Unless otherwise specified, all materials to be removed and stacked shall remain the property of the City of Waltham. The CONTRACTOR shall carefully remove, transport and stack any of these materials at an area within the City of Waltham, designated by the City of Waltham Department of Public Works. If the City does not want any of these materials, they shall become the property of the CONTRACTOR and shall be removed from the project site and properly disposed of at no additional cost to the CITY.

23) DISPOSAL OF SURPLUS MATERIAL

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the CONTRACTOR and shall be immediately removed from the site during the construction period and legally disposed of.

24) DAMAGES

(a) On any and all areas where work of any description whatsoever is performed, the CONTRACTOR shall be held strictly responsible for all damage in the execution of this contract and the restoration to the original condition of all driveways, walks, lawns, gardens, shrubbery, buildings, stone bounds, walls, ornamentals, utilities, etc., located within the locus of this contract and all to the satisfaction of the CITY OF WALTHAM.

(b) The CONTRACTOR further agrees that he will be responsible for any damage to any person or property resulting from defects or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance, and that he will indemnify and save harmless the CITY OF WALTHAM from all suits or actions of every name and description brought for or on account of injuries or damages received by any person or persons from the CONTRACTOR, his servants or agents, in the construction of said work or in consequence of any negligence regarding the same, or improper materials used in its construction, or by or on account or any act or omission of the CONTRACTOR or his agents.

(c) The CONTRACTOR further agrees that so much of the money due to him under this contract or agreements, as shall be considered necessary by the MAYOR, may be retained by the CITY OF WALTHAM until such suits or claims for damages as aforesaid, shall have been settled and evidence to that effect furnished to the satisfaction of the MAYOR.

25) PUBLIC SAFETY AND CONVENIENCE

The CONTRACTOR shall provide necessary access for fire apparatus and other emergency vehicles through work zones to abutting properties at all times.

26) SAFETY SIGNAGE

Unless otherwise indicated, the CONTRACTOR shall provide safety signage, lighted drums and barricades for detours, road closings, parking restrictions, etc. at his expense. Sign materials, legends and mounts shall be approved by the CITY OF WALTHAM prior to installation.

SECTION 7

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 WILL 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. EXPLANATIONS, EXCEPTIONS

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.

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 Price, Technical, 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. STABILITY OF AGREEMENT:

Section 1. The failure of the City or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the City or of the Union to future performance of any such term or

condition and the obligations of the Union or of the City to such future performance shall continue in full force and effect.

Section 2. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, ordinance or order promulgated by the City.

Section 3. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof and the remaining parts of provisions shall remain in full force and effect.

23. 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.

24. 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.

25. GUARANTEES.

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items 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.

26. 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.

27. 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.

SECTION 8

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City 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 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 them arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the Contractor, his 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 United States of America and all agencies having jurisdiction.

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. CONTRACT DURATION.

This contract is for a one year period, renewable at the discretion of the City for two additional one

7. 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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8. LABOR AND MATERIALS BOND

The Contractor agrees to execute and deliver to the City, a Labor and Materials or Payment Bond equal to 100% 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.

9. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City 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 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 Agent.

The Contractor

or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

10. 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.

11. 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.

12. 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.

13. CONTRACT OBLIGATIONS

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

14. 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.

15. 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 CPO PRIOR to the commencement of the change order work. 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 Waltham Purchasing Department 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.

Section 9

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..... _____
- Three (3) References..... _____
- 5% Bid Bond or Certified Check..... _____
- Workman’s and General Liability Insurance..... _____
- Debarment Certificate _____
- Prevailing Wage Certificate..... _____

Your Company’s Name: _____

Authorized Signature: _____

E-Mail Address: _____

Service or Product Bid _____

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)

(Name of business)

TAX COMPLIANCE CERTIFICATION

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

Signature of person submitting bid or proposal

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)

City State

Telephone Number

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: _____

Prime Contractor

Project Name: _____

Subcontractor

Awarding Auth.: _____

List Prime Contractor: _____

Work Week Ending: _____

Employer Signature: _____

Final Report

Print Name & Title: _____

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

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 Chief Procurement Officer 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 _____

SECTION 10

ORDER OF CONDITIONS
FOR
AQUATIC VEGETATION MANAGEMENT
OF
HARDY POND
IN
WALTHAM, MASSACHUSETTS

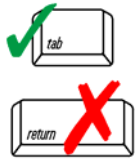


Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:
316-0552

A. General Information

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



From: Waltham
 1. Conservation Commission

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

3. To: Applicant:

a. First Name	b. Last Name	City of Waltham DPW	
167 Lexington Street		c. Company	
d. Mailing Address			
Waltham		MA	02452
e. City/Town		f. State	g. Zip Code

4. Property Owner (if different from applicant):

a. First Name	b. Last Name	c. Company	
d. Mailing Address			
e. City/Town		f. State	g. Zip Code

5. Project Location:

Hardy Pond between Lake Street and Trapelo Road

c. Assessors Map/Plat Number	d. Parcel/Lot Number	
Latitude and Longitude, if known (note: electronic filers will click for GIS locator):	e. Latitude	f. Longitude

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

Middlesex	b. Certificate (if registered land)
a. County	
c. Book	d. Page

7. Dates: OOO 11/29/05; OOO 1/5/06; OOO 1/26/06; AOC 7/1/10
AOC 4/26/10 AOC 5/06/10 c. Date of Issuance

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

Map #13, City of Waltham Atlas
 a. Plan Title

b. Prepared By	c. Signed and Stamped by
d. Final Revision Date	e. Scale
f. Additional Plan or Document Title	g. Date

9. Total WPA Fee Paid: N/A

a. Total Fee Paid	b. State Fee Paid	c. City/Town Fee Paid
-------------------	-------------------	-----------------------



B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act. Check all that apply:

- a. Public Water Supply
- b. Land Containing Shellfish
- c. Prevention of Pollution
- d. Private Water Supply
- e. Fisheries
- f. Protection of Wildlife Habitat
- g. Groundwater Supply
- h. Storm Damage Prevention
- i. Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

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

Denied because:

- the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect these interests, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

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

<input type="checkbox"/> Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available)				_____	linear feet
Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement	
3. <input checked="" type="checkbox"/> Bank	no alteration				
	a. linear feet	b. linear feet	c. linear feet	d. linear feet	
4. <input type="checkbox"/> Bordering Vegetated Wetland					
	a. square feet	b. square feet	c. square feet	d. square feet	
5. <input checked="" type="checkbox"/> Land Under Waterbodies and Waterways	Approximately 40 acres				
	e. cu.yd dredged	b. square feet	c. square feet	d. square feet	
		f. cu.yd dredged			



B. Findings (cont.)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
6. <input type="checkbox"/> Bordering Land Subject to Flooding Cubic Feet Flood Storage	a. square feet e. cubic feet	b. square feet f. cubic feet	c. square feet g. cubic feet	d. square feet h. cubic feet
7. <input type="checkbox"/> Isolated Land Subject to Flooding Cubic Feet Flood Storage	a. square feet c. cubic feet	b. square feet d. cubic feet	e. cubic feet	f. cubic feet
8. <input type="checkbox"/> Riverfront area Sq ft within 100 ft Sq ft between 100-200 ft	a. total sq. feet c. square feet e. square feet	b. total sq. feet d. square feet f. square feet	e. square feet e. square feet	f. square feet f. square feet

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

9. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
10. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. cu.yd dredged	d. cu.yd dredged		
11. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
12. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. c/y nourishmt.	d. c/y nourishmt.
13. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. c/y nourishmt.	d. c/y nourishmt.
14. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
15. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
16. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
17. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. cu.yd dredged	d. cu.yd dredged		
18. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
19. <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. cu.yd dredged	b. cu.yd dredged		
20. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		



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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. General Conditions Under Massachusetts Wetlands Protection Act

(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. 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.
7. 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.
8. 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 this Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
9. 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 316-552"



WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. General Conditions Under Massachusetts Wetlands Protection Act

10. 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.
11. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
12. The work shall conform to the plans and special conditions referenced in this order.
13. Any change to the plans identified in Condition #12 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
14. 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.
15. 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.
16. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
17. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
18. All work associated with this Order is required to comply with the Massachusetts Stormwater Policy Standards.

Special Conditions:

Special Conditions for Original Order are continued by reference here.
Special Conditions for Amended Order include adoption of Wildlife Habitat Report and Aquatic Plant Management Plan for Hardy Pond in Waltham, Massachusetts, prepared by Lycott Environmental and dated April 14, 2010 and submitted with the Request for Amended Order of Conditions.

If you need more space for additional conditions, select box to attach a text document



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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No
2. The _____ hereby finds (check one that applies):
Conservation Commission
3. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

a. Municipal Ordinance or Bylaw

b. Citation

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

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

a. Municipal Ordinance or Bylaw

b. Citation

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

- c. The special conditions relating to municipal ordinance or bylaw are as follows:

If you need more space for additional conditions, select box to attach a text document



E. Issuance

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance. 1/26/06; AOC 7/1/10
 1. Date of Issuance

Please indicate the number of members who will sign this form:
 This Order must be signed by a majority of the Conservation Commission. Number of Signers for AOC:
 The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

Notary Acknowledgement

Commonwealth of Massachusetts County of Middlesex

On this (OOC26th) (AOC Issued 1st) of (OOCJanuary) (OOC2006) (AOC
 Day (AOC July) 2010)

Before me, the undersigned Notary Public, William Doyle, P.E.
 personally appeared Name of Document Signer

proved to me through satisfactory evidence of identification, which was/were

Mass. Driver's License
 Description of evidence of identification

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

As member of Waltham Conservation Commission
 City/Town

 Signature of Notary Public
Gloria J. Champion
 Printed Name of Notary Public
November 26, 2015
 My Commission Expires (Date)

Place notary seal and/or any stamp above

This Order is issued to the applicant as follows:

by hand delivery on _____
 Date

by certified mail, return receipt requested, on
January 26, 2006; AOC July 1, 2010
 Date



WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

316-0552

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate DEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request of Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant. Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order or Determination, or providing written information to the Department prior to issuance of a Superseding Order or Determination.

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

Section G, Recording Information is available on the following page.

