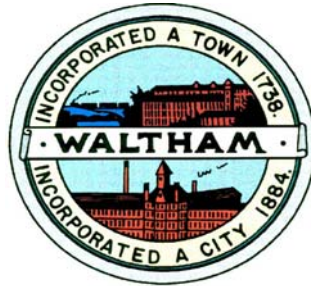


The City of Waltham



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

Mary T. Early Footbridge Renovation, 2020

A VIRTUAL/ZOOM bid opening will be held:

Wednesday December 9th, 2020 at 10:00AM

Pre-Bid Meeting: Wednesday December 2nd, 2020 at 10:00AM

(Meet onsite at Mary T. Early Footbridge Behind Shaws at 130 River Street)

Last day for Written Questions: Thursday December 3rd, 2020 at Noon

(via email ONLY to jpedula@city.waltham.ma.us)

Table of Contents:

- **Invitation to Bid**
- **Intent of the Project**
- **Agreement**
- **Instructions**
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- **Compliance**
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Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR BID (RFB)

Under the rules of M.G.L. Chapter 149, the Chief Procurement Officer of the City of Waltham Purchasing Department hereby requests sealed bids for:

Mary T. Early Footbridge Renovation, 2020

Price Proposals will be received at the office of the Purchasing Agent, City Hall, 610 Main Street, Waltham MA 02452, until,

The bid opening will be held: **Wednesday December 9th, 2020 at 10:00AM**

Pre-Bid Meeting: Wednesday December 2nd, 2020 at 10:00AM

(Meet onsite at Mary T. Early Footbridge Behind Shaws at 130 River Street)

Last day for Written Questions: Thursday December 3rd, 2020 at Noon

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

At which time and place the bids will be publicly opened and read.

Specifications and information available on line by visiting the Waltham Purchasing Department web site at www.city.waltham.ma.us/bids

BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:

BID FOR: Mary T. Early Footbridge Renovation

A Bid Bond or Certified Check in the amount of 5% must accompany each bid submitted and made payable to, and become the property of the City of Waltham, if the successful bidder refuses or neglects to comply with the terms of the Contract.

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE, MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.

Intent of Project

The Purchasing Department of the City of Waltham wishes to obtain the best price and terms for The Mary T. Early Footbridge Renovation Project consisting of the Replacement of Decking, Rail Caps and Broken Hand Rails as indicated in the General Specifications

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.

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

Michael Chiasson, CPW 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

Instructions

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, travel, fuel, overhead, profit, etc., 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 will be considered when making awards.
 13. TAX EXEMPT.

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

The City of Waltham may require the submission of samples either before or after the beginning of the project. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. 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 CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and 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. Failure to do so may disqualify the bid.

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, 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.

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. CHANGE ORDERS.

Change orders are not effective until, if, as and when signed by the Mayor and no work is to commence until the change orders are fully executed.

28. 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.

GENERAL CONDITIONS

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. CONTRACT DURATION.

This contract is effective on the date first placed by the Mayor and shall continue until the project is deemed completed by the City's Public Works Department.

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	\$1,000,000

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

8. LABOR AND MATERIALS BOND

The Contractor agrees to execute and deliver to the City, a Performance and Payment Bond each 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.

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 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.

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. The prevailing Wage Schedule is available on line at www.city.waltham.ma.us/bids . Before any payment is made, the company shall submit Prevailing Wages along with the Affidavit to the Purchasing Department for the billing period the company is seeking payment.

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.

12a. 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.

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 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. VIRTUAL/ZOOM BID OPENINGS

Although the city no longer holds live bid openings due to the current public health crisis, bid openings will be conducted virtually. You may wish to follow the bid openings by connecting to zoom/ All Zoom coordinates will be made available on line and sent to all bidders of record via Email.

Bid results will be emailed to all vendors of record soon after the bid closes. A copy will be posted in the City web site, under the title of the bid of your interest.

If you wish to inspect any portion of your competitors' responses please email ipedulla@city.waltham.ma.us. The bid document section you requested will be scanned over to your email address.

21. DELIVERY OF SEALED BIDS

While Waltham City Hall is closed due to the COVID-19 Emergency, to ensure that all bids are received on time, the City is asking that you follow the procedure below:

a. IF THE BID IS MAILED:

The best delivery service is US Postal Service. While UPS, FEDEX and other carriers do not have access to City Hall, the US Postal Service delivers inside City Hall daily. It is best to use the USPS overnight service to deliver your sealed bid.

b. IF THE BID IS DROPPED OFF:

The best way to make sure the bid is received on time and without cutting it too close to the bid deadline, is to have the bid dropped off the weekday before the due date. When dropping off the bid the day before the due date, the City is asking that you call ahead 781-314-3244 or 781-314-3240 so that the Purchasing Department can meet you at the door to accept your bid envelope.

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

Specifications

GENERAL SPECIFICATIONS

1. Project Description and Summary of the Work – The project is generally to renovate a portion of the existing Mary T. Early Bridge deck and railings including demolition of the deck and railings that are to be replaced.
2. General Conditions - The work shall include the furnishing of all labor, materials, equipment and incidentals, and the performance of all operations required to complete all work shown on the drawings and applicable specifications, without limiting to the scope.
3. Protection of Existing Structure -The General Contractor shall take what ever precautions are necessary to protect existing bridge elements, finishes, etc., which remain as part of the final construction. The General Contractor shall clean, repair, etc., these items as required for proper functioning or appearance of the final surfaces and systems.
4. Examination of the Premises – The General Contractor shall visit the site prior to submitting the bid and familiarize himself with the existing conditions. No additional compensation shall be allowed for extra work required due to lack of knowledge of the existing building conditions.
5. Scheduling and Coordination -The General Contractor shall be responsible for the scheduling, coordination and required submittals for all work on the site including that of the Subcontractors. The contractor shall furnish field progress schedules to the Architect for all phases of construction. The General Contractor shall coordinate his work with the work of the Owner and/or with his ongoing operations. The General Contractor shall access the site with labor and materials according to the provisions and requirements of the Owner.
6. Code Requirements, Permits and Inspections – All construction shall be in compliance with all applicable codes and ordinances. The General Contractor performing the work shall be responsible for securing and paying for all necessary building permits, licenses and inspections within time periods necessary to assure timely completion of the work. The General Contractor shall take action to secure such permits on a timely basis and identify the status of the permit process to the owner on a weekly basis.
7. Quality of the Workmanship – All work shall be done in a first class workmanlike manner by mechanics skilled in their respective trades. The workmanship for this contract shall be first class in every respect and shall meet the standards set forth in this specification or in the absence of such reference shall meet the highest quality standards of the industry.
8. Cutting and Patching – The General Contractor shall do all cutting and patching necessary for the installation of the work. Trades that are fully experienced in the type of work required shall accomplish all finish work.
9. Submittals – The General Contractor shall submit shop drawings including fixture cuts and brochures as required to the Architect and Owner for approval. Submit the following: PDFs of shop drawings, cuts, brochures and samples of materials.
10. Project Closeout – At the conclusion of the project the General Contractor shall provide a marked up copy of the project documents indicating the full scope of changes and modifications to the project that may have occurred during the construction process.
11. Guarantee - All work under this contract shall be guaranteed for a period of one year after occupancy. Corrective work required during guarantee period shall be commenced by the contractor concerned within (5) five days of receiving notice of deficits requiring correction, and completed with reasonable promptness.

SPECIFICATION FOR PRODUCTS AND SYSTEMS

SECTION 021120, Selective Demolition

Work of this section is to remove all indicated items to be removed including all attachments, back to prime substrate.

All items that are removed are to be properly and legally disposed of according to local codes and requirements.

Clean up the site area and protect all natural site elements from damage or degradation.

SECTION 06100, Rough Carpentry

Decking and Rail Cap Replacement

The wood decking and rail caps for this project is to be IPE referred to scientifically as *Tabebuia avellanedae*, *Tabebuia ipe* and *Tabebuia serratifolia* of the Family Bignoniaceae. Dimensional sizes to be used are indicated on the drawings.

Provide evidence of team having installed this product on similar projects as qualification for capability of working successfully with this material.

Buy all materials from one source to insure match of adjacent pieces. Install using appropriate length stainless steel screws with flat or slightly domed heads. When cutting or fitting wood pieces all cuts shall be straight and true with no overcuts or unsightly workmanship. Provide shimming as required to provide matching joints and protection from water entering the wood substrate support surfaces.

Provide a six foot sample section of installation for field approval of the architect and owner before proceeding with the final installation. The final approved sample shall become the standard for the remainder of installation.

Clean up site area at the completion of the project and remove all debris. Provide protection of all surfaces during construction to prevent damage or defacement.

Replacement of Deteriorated Railing Parts

Railing parts that are indicated to be replaced in the Railing Parts Replacement Schedule will be replaced with Premium Pressure Treated Lumber in dimensions that match the part to be replaced. Attachment shall be accomplished by using galvanized carriage bolts matching those of the existing structure attaching similar railing parts.

Provide samples of the materials to be used for this work to Architect and Owner for approval before beginning work.

GENERAL SPECIFICATIONS

1. Project Description and Summary of the Work - The project is generally to renovate a portion of the existing _____ Mary T. Early Bridge deck and railings including demolition of the deck and railings that are to be replaced.
2. General Conditions - The work shall include the furnishing of all labor, materials, equipment and incidentals, and the performance of all operations required to complete all work shown on the drawings and applicable specifications, without limiting to the scope.
3. Protection of Existing Structure -The General Contractor shall take what ever precautions are necessary to protect existing bridge elements, finishes, etc., which remain as part of the final construction. The General Contractor shall clean, repair, etc., these items as required for proper functioning or appearance of the final surfaces and systems.
4. Examination of the Premises - The General Contractor shall visit the site prior to submitting the bid and familiarize himself with the existing conditions. No additional compensation shall be allowed for extra work required due to lack of knowledge of the existing building conditions.
5. Scheduling and Coordination -The General Contractor shall be responsible for the scheduling, coordination and required submittals for all work on the site including that of the Subcontractors. The contractor shall furnish field progress schedules to the Architect for all phases of construction. The General Contractor shall coordinate his work with the work of the Owner and/or with his ongoing operations. The General Contractor shall access the site with labor and materials according to the provisions and requirements of the Owner.
6. Code Requirements, Permits and Inspections - All construction shall be in compliance with all applicable codes and ordinances. The General Contractor performing the work shall be responsible for securing and paying for all necessary building permits, licenses and inspections within time periods necessary to assure timely completion of the work. The General Contractor shall take action to secure such permits on a timely basis and identify the status of the permit process to the owner on a weekly basis.
7. Quality of the Workmanship - All work shall be done in a first class workmanlike manner by mechanics skilled in their respective trades. The workmanship for this contract shall be first class in every respect and shall meet the standards set forth in this specification or in the absence of such reference shall meet the highest quality standards of the industry.
8. Cutting and Patching - The General Contractor shall do all cutting and patching necessary for the installation of the work. Trades that are fully experienced in the type of work required shall accomplish all finish work.
9. Submittals - The General Contractor shall submit shop drawings including fixture cuts and brochures as required to the Architect and Owner for approval. Submit the following: PDFs of shop drawings, cuts, brochures and samples of materials.
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11. Guarantee - All work under this contract shall be guaranteed for a period of one year after occupancy. Corrective work required during guarantee period shall be commenced by the contractor concerned within (5) five days of receiving notice of deficits requiring correction, and completed with reasonable promptness.

SPECIFICATION FOR PRODUCTS AND SYSTEMS

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Clean up the site area and protect all natural site elements from damage or degradation.

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Provide evidence of team having installed this product on similar projects as qualification for capability of working successfully with this material.

Buy all materials from one source to insure match of adjacent pieces. Install using appropriate length stainless steel screws with flat or slightly domed heads. When cutting or fitting wood pieces all cuts shall be straight and true with no overcuts or unsightly workmanship. Provide shimming as required to provide matching joints and protection from water entering the wood substrate support surfaces.

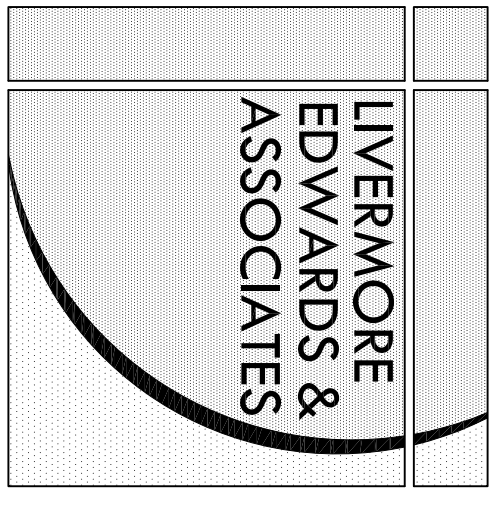
Provide a six foot sample section of installation for field approval of the architect and owner before proceeding with the final installation. The final approved sample shall become the standard for the remainder of installation.

Clean up site area at the completion of the project and remove all debris. Provide protection of all surfaces during construction to prevent damage or defacement.

Replacement of Deteriorated Railing Parts

Railing parts that are indicated to be replaced in the Railing Parts Replacement Schedule will be replaced with Premium Pressure Treated Lumber in dimensions that match the part to be replaced. Attachment shall be accomplished by using galvanized carriage bolts matching those of the existing structure attaching similar railing parts.

Provide samples of the materials to be used for this work to Architect and Owner for approval before beginning work.



14 Spring Street
Waltham, MA 02451
Tel: (781) 891-1260
Fax: (781) 891-1650
www.livermoreedwards.com

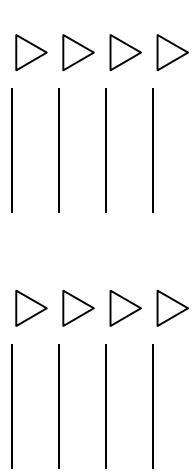


PROJECT:
**MARY T. EARLY
FOOTBRIDGE**

WALTHAM, MA

PROJECT #: LE 2002
DRAWN BY: RL
CHECKED BY: RL
APPROVED BY: RL
SCALE:

- STATUS:
- SCHEMATIC DESIGN
 - REVIEW
 - DESIGN DEVELOPMENT
 - BIDDING
 - PERMIT REVIEW
 - PERMIT
 - CONSTRUCTION
 - NOT FOR CONSTRUCTION
 - AS-BUILT
- DATE: 9/25/20
- REVISIONS:



SPECIFICATIONS

A0-0

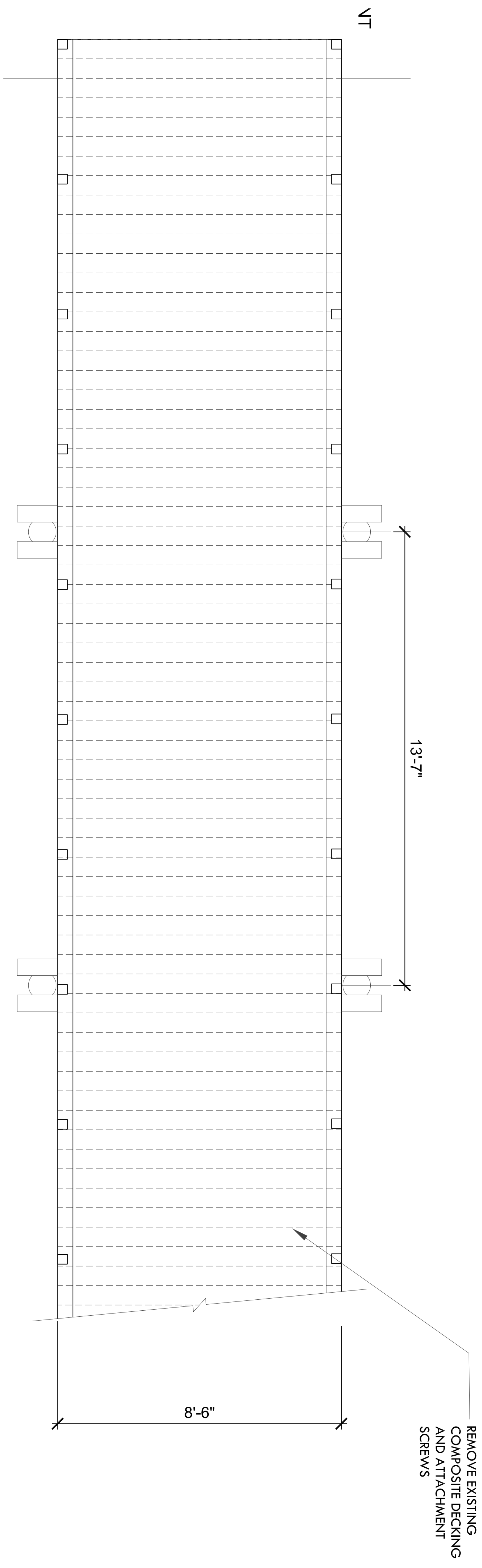


LEGEND:

--- ELEMENTS TO DEMOLISHED

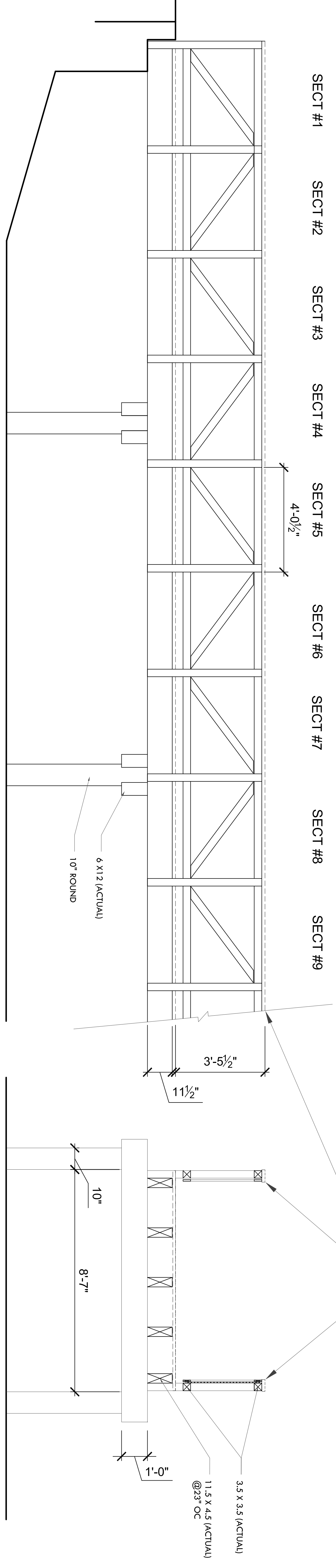
GENERAL DEMOLITION NOTES

1. BRIDGE IS 279' +/- LONG.
2. EXISTING BRIDGE CONSTRUCTION SHOULD BE REVIEWED BY CONTRACTORS BEFORE BID.
3. REMOVE ALL SCREWS, BOLTS AND CONNECTORS ASSOCIATED WITH THE REMOVALS COMPLETELY.
4. EXISTING STRUCTURE IS TREATED WOOD IN SIZES AND SHAPES AS INDICATED.



REMOVE EXISTING
COMPOSITE DECKING
AND ATTACHMENT
SCREWS

1
DEMOLITION PLAN
1/4" = 1'-0"



REMOVE EXISTING 2X6
TREATED WOOD RAIL
AND ATTACHMENT
BOLTS

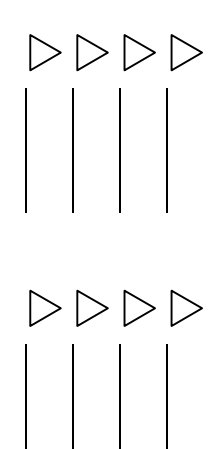
2
DEMO PLAN SECTION AND ELEVATION
1/4" = 1'-0"

PROJECT:
**MARY T. EARLY
FOOTBRIDGE**

WALTHAM, MA

PROJECT #: LE 2002
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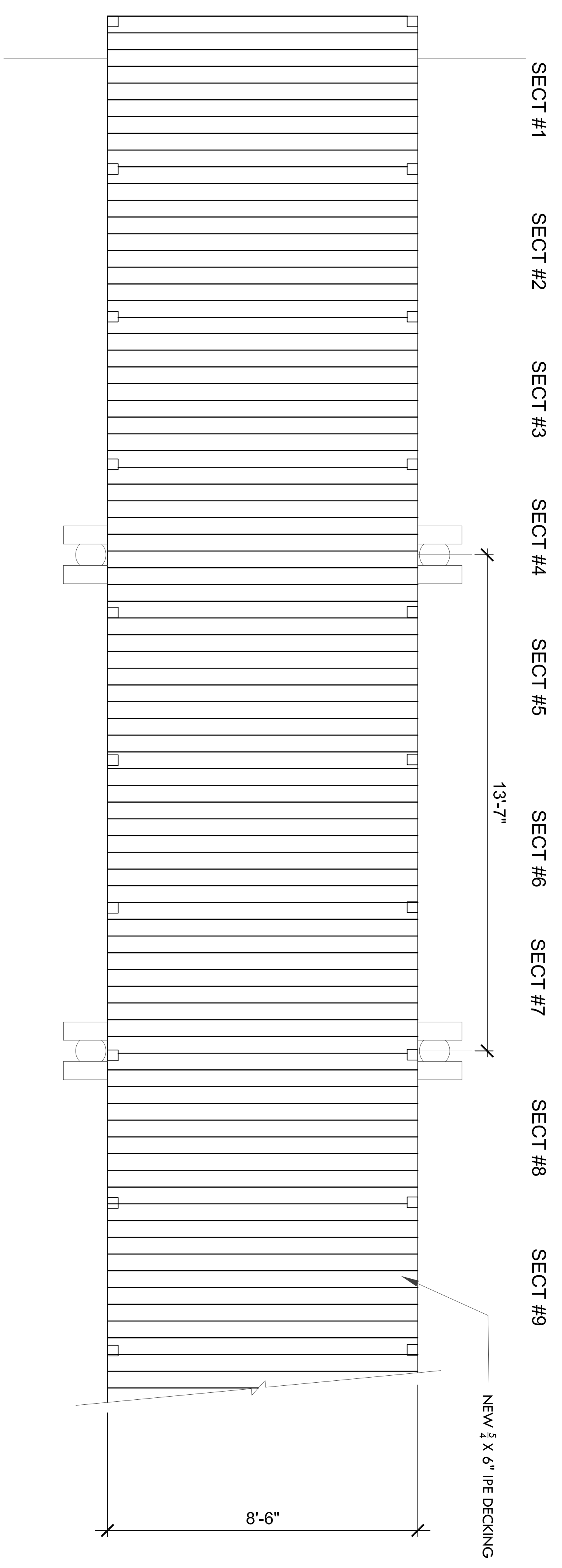


DRAWING:
**DEMO PLAN
SECTION AND
ELEVATION**

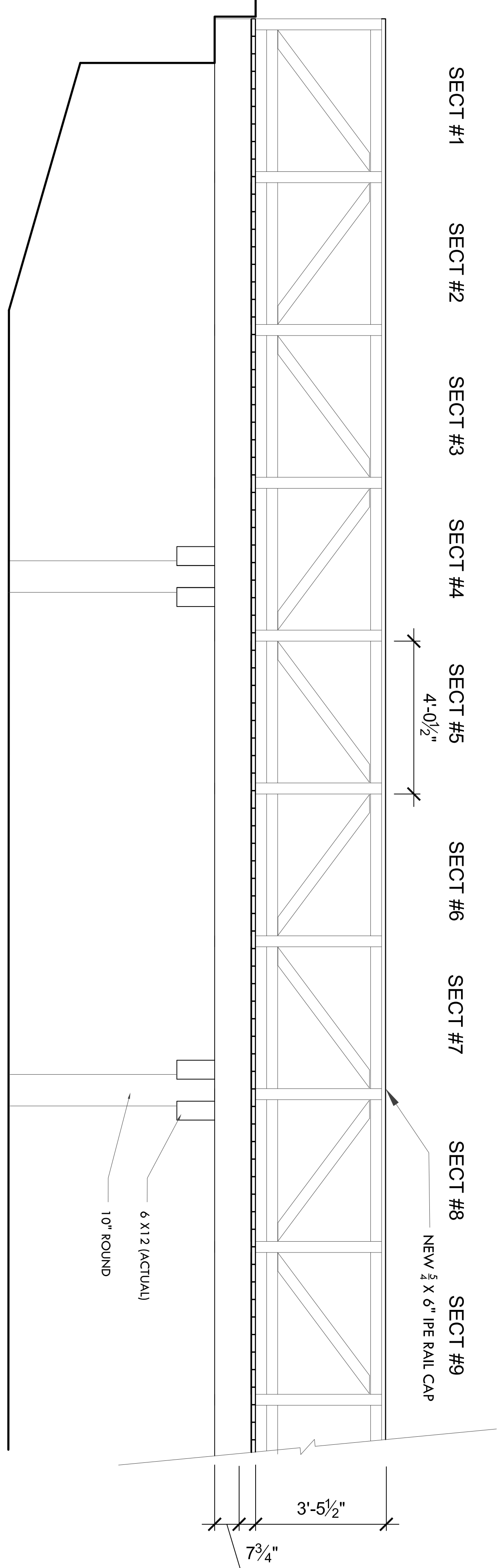
A0-1

GENERAL CONSTRUCTION NOTES

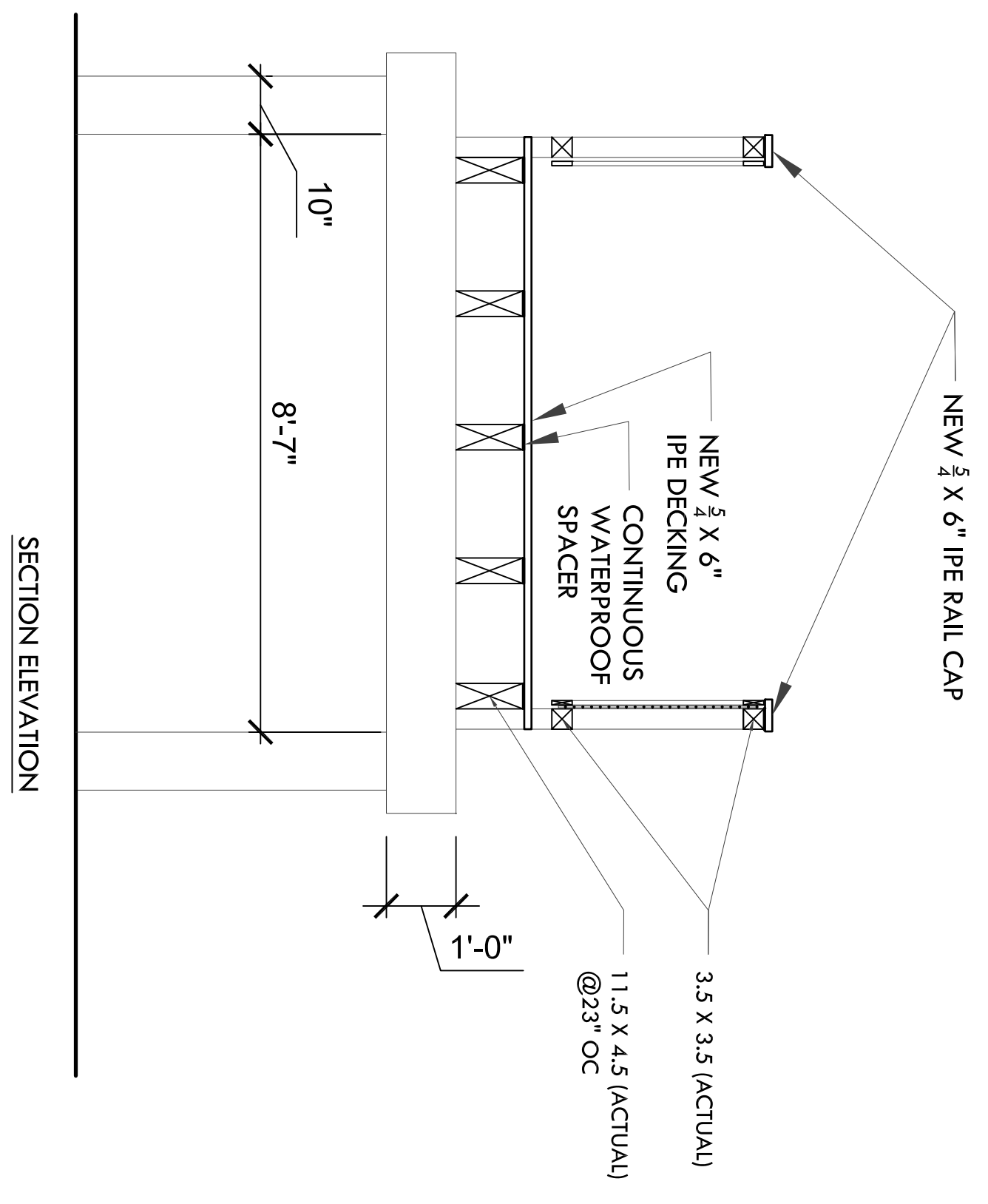
1. BRIDGE IS 279' +/- LONG.
2. EXISTING BRIDGE CONSTRUCTION SHOULD BE REVIEWED BY CONTRACTORS BEFORE BID.
3. PROVIDE FLASHING BETWEEN NEW MATERIALS AND EXISTING STRUCTURE.
4. SEE DETAILS ON SHEET AS-1.



1 DECK INSTALLATION PLAN
1/4" = 1'-0"



2 PLAN, SECTION AND ELEVATION
1/2" = 1'-0"

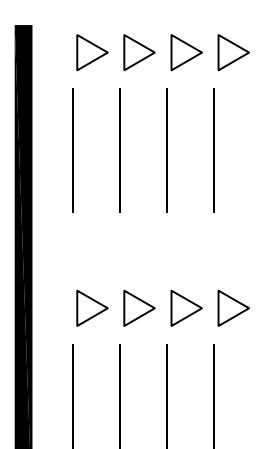


PROJECT:
**MARY T. EARLY
FOOTBRIDGE**

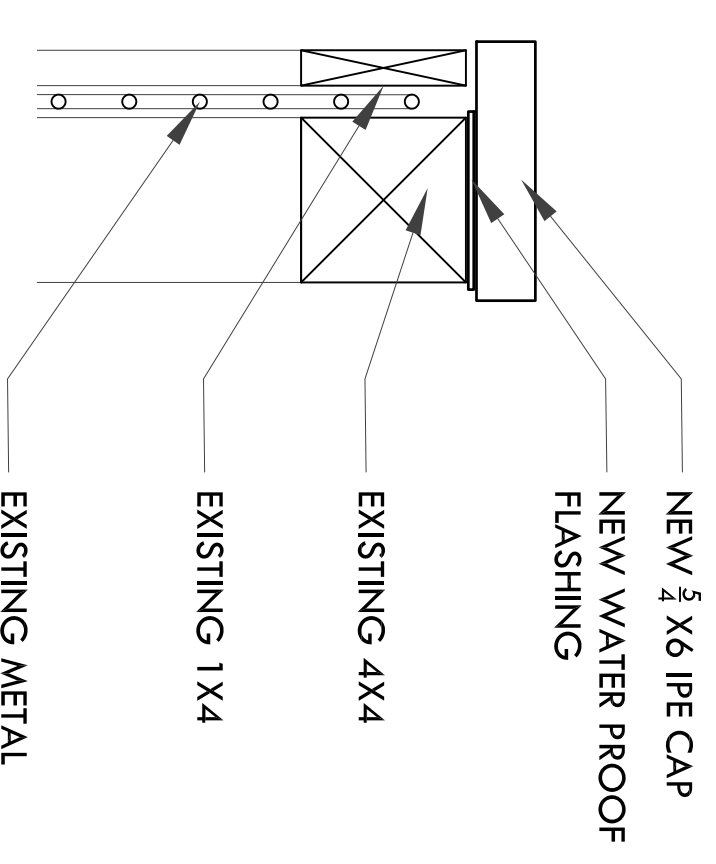
WALTHAM, MA

PROJECT #: LE 2002
DRAWN BY: RL
CHECKED BY: RL
APPROVED BY: RL
SCALE:

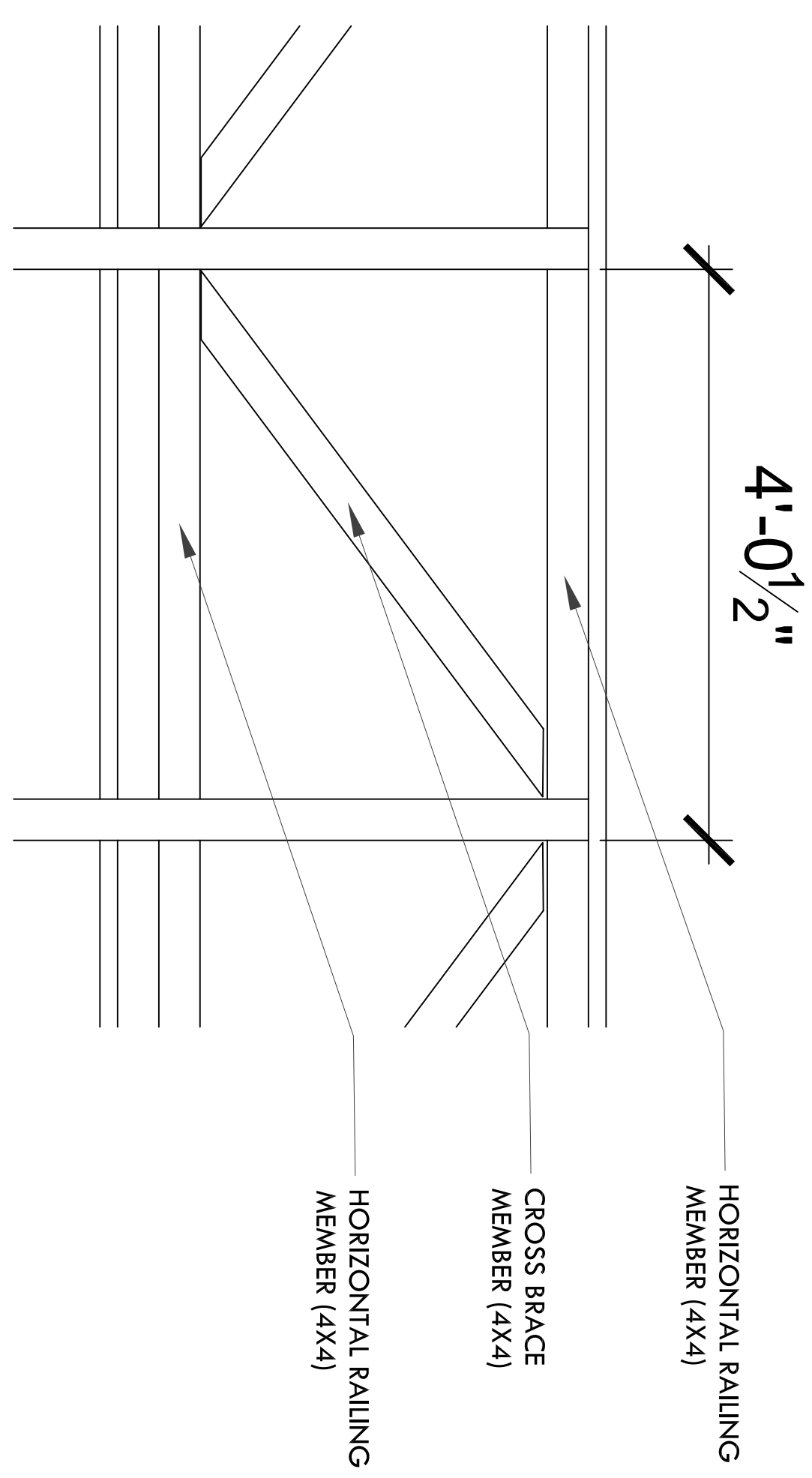
- STATUS:
- SCHEMATIC DESIGN
 - REVIEW
 - DESIGN DEVELOPMENT
 - PERMIT
 - PERMIT REVIEW
 - CONSTRUCTION
 - NOT FOR CONSTRUCTION
 - AS-BUILT
- DATE: 9/25/20



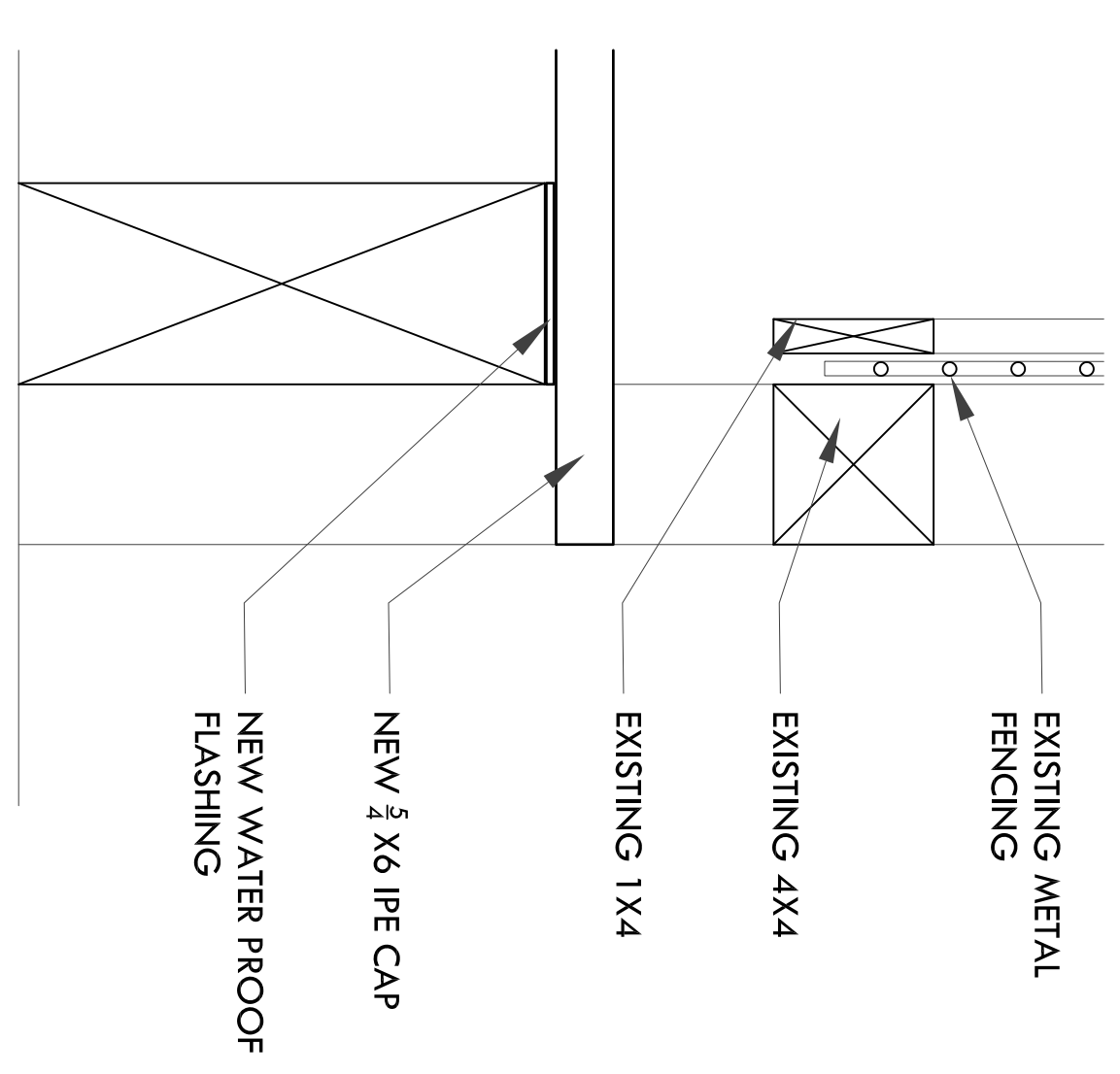
**PROPOSED PLAN
SECTION AND
ELEVATION**



1 SECTION AT RAIL CAP
3" = 1'-0"



4 RAILING REPAIR KEY
1/2" = 1'-0"



2 SECTION AT DECKING
3" = 1'-0"

EAST RAILING

SECTION #	12	17	18	22	30	38	47	51	53	57	TOTAL
HORIZONTAL	1	1	1	1	1	1	1	1	1	1	8
CROSS BRACE						1	1	1		1	3

WEST RAILING

SECTION #	20	33	47	50							TOTAL
HORIZONTAL	1	1		1							3
CROSS BRACE			1								1

TABLE NOTES:

- SECTION NUMBERS RUN NORTH TO SOUTH
- THERE ARE 68 SECTIONS ON THE EAST SIDE
- THERE ARE 70 SECTIONS ON THE WEST SIDE
- REPAIRS TO WOOD MEMBERS WILL BE IN KIND USING TREATED WOOD TO MATCH EXISTING.
- ATTACHMENTS WILL BE BY THROUGH BOLTED GALVANIZED CARRIAGE BOLTS TO MATCH EXISTING.
- SEE RAILING REPAIR KEY THIS SHEET FOR RAILING ELEMENTS

3 RAILING ELEMENT REPLACEMENT SCHEDULE
NTS

PROJECT:
**MARY T. EARLY
FOOTBRIDGE**

WALTHAM, MA

PROJECT #: LE 2002
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 - PERMIT
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 - NOT FOR CONSTRUCTION
 - AS-BUILT
- DATE: 9/25/20
REVISIONS:

DRAWING:
**ENLARGED
SECTIONS**

A5-1

Compliance

(Required Documents.)

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 Ch 149) _____

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

- Performance Bond and Payment Bond for 100% of the contract Value.

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)

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: _____

STATE OF _____

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 _____ 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

_____, 20____

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: _____

Print Name & Title: _____
 Final Report

Employee Name & Address	Work Classification	(A) Hours Worked							(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.			
															Tot. Hrs.

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

RIGHT TO KNOW LAW

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

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

Signature

Date

Print Name

NOTE

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

DEBARMENT CERTIFICATION

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

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative: _____

Print name _____,

Date _____

10 HOURS OSHA TRAINING CONFIRMATION

Chapter 306 of the Acts of 2004
CONSTRUCTION PROJECTS
AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC

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

Company Name:

Address:

Signature:

Title:

Print Name

Date

See Chapter 306 of the Acts of 2004

NOTE

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

BID PRICE FORM
(Follows)

SECTION 00310

BID FORM

TO THE PURCHASING AGENT
WALTHAM, MASSACHUSETTS 02452

The undersigned, as bidder, hereby declares that he/she has carefully examined the specifications and provisions attached hereto, and that he/she proposes and agrees, if this bid is accepted, that he/she will contract with the CITY OF WALTHAM in the form prescribed for **“Mary Early Footbridge Renovations Project”** as herein specified and will provide therefore all necessary labor, machinery and equipment, and will perform all work in the manner prescribed and according to the requirements of the Contract Documents.

Accompanying this bid is case, a certified 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(s): _____, _____, _____, _____, _____, _____.

1. The Proposed Contract Sum (Total Bid, Firm Fixed Pricing) is:
Base Price:

_____ Dollars (\$ _____)
 (Show amount in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

2. Alternates
Base Item/ADD:

1. **Decking Material Installed**

ADD \$ _____ /SF

2. **Rail Cap Material Installed**

ADD \$ _____ /LF

3. **Horizontal Rail Member Installed Complete**

ADD \$ _____ /EACH

4. **Cross Brace Installed Complete**

ADD \$ _____ /EACH

Authorized Signature: _____, Title: _____

Name of Firm: _____

Business Address: _____

Email: _____

_____, _____
 Telephone Date