

# The City of Waltham



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

**MILLING AND PAVING, MAIN STREET  
FROM PROSPECT HILL ROAD TO LINDEN STREET**

**The GENERAL BID is due: 10.00 AM Friday June 22, 2018**

**PRE BID Meeting and Briefing on Site: 10.00 AM Thursday June 14, 2018**  
(Meet at City Hall, 610 Main Street Waltham, MA 02452)

**LAST DAY FOR WRITTEN QUESTIONS: 12 Noon Friday June 15, 2018**  
(To [Jpedulla@city.waltham.ma.us](mailto:Jpedulla@city.waltham.ma.us))

## **DIVISION 00**

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

**NOTICE TO BIDDERS**

**Milling and Paving, Main Street from Prospect Hill Road to Linden Street**

The City of Waltham, Massachusetts invites sealed bids from Contractors for the **Milling and Paving, Main Street from Prospect Hill Road to Linden Street, Waltham, Massachusetts**. The work consists of milling and paving the section of Main Street from Prospect Hill Road to Linden Street, approximately 7,500 linear feet, in accordance with the Rules of DOT, MGL Ch. 90

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

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

Sealed **BIDS** for this project will be accepted from eligible bidders at the Purchasing Department, Waltham City Hall, 610 Main Street, Waltham, MA 02452 until **10:00 Am Friday June 22, 2018** at which place and time they shall be publicly opened, read aloud and recorded for presentation to the Awarding Authority.

A **PRE-BID CONFERENCE AND SITE INSPECTION** will be held for all interested parties at City hall, 610 Main Street Waltham, MA 02452 **10:00 Am Thursday June 14,2018**. Attendance at this pre-bid conference is strongly recommended but not mandatory for parties submitting a bid. It will be the only opportunity to visit the site prior to the bid opening.

**LAST DAY FOR WRITTEN QUESTIONS is at 12 noon Friday June 15, 2018** Questions are to be sent via e-mail only to [jpedulla@city.waltham.ma.us](mailto:jpedulla@city.waltham.ma.us)

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

Bids shall be made on the basis of the Minimum Wage Rates as determined by the Commissioner of Labor and Industries, Pursuant to the Provisions of Chapter 149, Sections 26 to 27D inclusive of Massachusetts General Laws, a copy of which is found in the City's Web site at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids) .

Bidders' selection procedures and contract award shall be in conformity with the rules of Commonwealth of Massachusetts statute Chapter 149.

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

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

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

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

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

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

CITY OF WALTHAM

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

## **SECTION 00 10 00 - INSTRUCTION TO BIDDERS**

### **PART 1 - GENERAL**

#### **1.01 SCHEDULE OF DATES**

- A. Advertisement appears in Central Register, Plans and Specifications ready for Bidders at the Offices of the Waltham Purchasing Agent after 4:00 P.M. on June 6, 2018.
- B. **Pre-bid walk through and site inspection: June 14, 2018 at 10:00 AM.** Meet at **City Hall, 610 Main Street Waltham, MA 02452**
- C. **Questions** and requests for interpretations may be submitted in writing via e-mail ONLY to [Jpedulla@city.waltham.ma.us](mailto:Jpedulla@city.waltham.ma.us) up to **12:00 noon June 15, 2018.**
- D. Addenda will be issued with interpretations as determined by the Purchasing Department only via e-mail and posting on the web site.
- E. **General Bids Deadline:** Submit your bid response no later than **10:00 A.M. June 22, 2018** to Joseph Pedulla, CPO, City of Waltham Purchasing Department 610 Main Street Waltham, MA 02452

#### **1.02 BIDDING PROCEDURE**

- A. Bids for the work are subject to the provisions of General Laws, Chapter 149, as amended. Regulations governing the bidding procedures as set forth in the above mentioned amended General Laws must be followed.
- B. In the event of any inconsistencies between any of the provisions of these Contract Documents and of the cited statute, anything herein to the contrary notwithstanding, the provisions of the said statute shall control.
- C. No General Bid received by the Awarding Authority after the time respectively established herein for the opening of General Bids will be considered, regardless of the cause for the delay in the receipt of any such bid.

#### **1.03 WITHDRAWAL OF BIDS**

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

1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

1.05 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

1.06 BID SECURITY

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

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

- C. Certified, Treasurer's or Cashier's check shall be made payable to the City of Waltham, Massachusetts.

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

#### 1.07 BID FORM

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

#### 1.08 SUBMISSION OF BIDS AND BID SECURITIES

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

(Firm Name): \_\_\_\_\_  
Abatement and Demolition of four (4) Fernald Buildings

#### 1.09 AWARD OF CONTRACT

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

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

- B. If the bidder selected as the General Contractor fails to perform his agreement to execute a contract in accordance with the terms of his General Bid, and furnish a Performance Bond and also a Labor and Materials or Payment Bond, as stated in his General Bid an award shall be made to the next lowest responsible and eligible bidder.
- C. The words “lowest responsible and eligible bidder” shall be the bidder whose name is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, on the work. Essential information in regard to such qualifications shall be submitted in such form as the Awarding Authority may require.
- D. Action on the award will be taken within sixty (60) days, Saturdays, Sundays and Legal Holidays excluded after the opening of the bids.

#### 1.10 SECURITY FOR FAITHFUL PERFORMANCE

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

#### 1.11 EQUAL OPPORTUNITY

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



1.12 PRE-BID WALK-THRU

- A. A pre-bid conference will be held at the site on **June 14, 2018, at 10:00 AM. Meet at City Hall, 610 Main street Waltham, MA 02452.** Interested parties are encouraged to attend given that this will be the only time the site is available prior to the submission of bids. Further, prior to the bid opening, potential bidders may not go onto the site any time other than the aforementioned pre-bid conference.

1.13 SITE VISITS

- A. Prospective bidders are prohibited from going onto the site prior to the Bid Opening or any time other than the pre-bid walk-thru, as set forth in Section 1.12 above, unless authorized by the Architect in an Addendum to the bid documents.

1.14 CONTRACT DOCUMENTS

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

1.141 TERMINATION FOR CONVENIENCE

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

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

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

1.15 EQUALITY

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

1.16 TAX FREE NUMBER

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

1.17 SCHEDULE

- A. The work of the Contract shall be Substantially Complete in **90 calendar days from the date NGrid completes its work on the street.**

1.18 INTENTIONALLY LEFT BLANK

1.19 WEEKLY JOB MEETINGS

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

1.20 PROJECT SUPERINTENDENT

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

1.21 AWARD

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

1.22 PREVAILING WAGE SCHEDULE

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

1.23 CONFLICT OF INTEREST

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

1.24 PROCEED ORDERS

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

1.25 INTENTIONALLY LEFT BLANK

1.26 COMPLIANCE WITH MASSACHUSETTS GENERAL LAWS

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

1.27 CONSTRUCTION BARRICADES

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

3. Provide entrance protection.

#### 1.28 INSURANCE

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

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

The contractor shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws (so-called Worker's Compensation Act) to all persons to be employed under this contract and shall continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof. The contractor shall, without limiting the generality of the foregoing, conform to the provisions of Section 34A of Chapter 149 of the General Laws, which Section is incorporated herein by reference and made a part of hereof.

2. Comprehensive General Liability Insurance

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

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

3. Comprehensive All Risk Motor Vehicle Liability Insurance

Minimum bodily injury limits of \$ 500,000 per person, \$ 1,000,000 per accident, and property damage limit of \$ 1,000,000 per accident.

4. All Risk Insurance

Covering all Contractors' equipment with a provision for Waiver of Subrogation against the Owner.

5. Excess Liability Insurance in Umbrella Form with combined Bodily Injury and Property Damage Limit of \$ 1,000,000.

6. **City of Waltham shall be a Named Additional Insured with a Waiver of Subrogation on the insurance policy for this project.**

1.29 SITE ACCESS

A. The General Contractor shall gain access to the site via routes approved by the Owner.

1. The General Contractor as part of the bid price will restore all roads, curbs, driveways, walks and grassed or landscaped areas damaged during construction.

1.30 CONSTRUCTION TRAILER

A. The General Contractor shall locate the construction trailer at locations approved by the Owner.

B. The General Contractor shall locate all on site stored or staged materials within the enclosed area designated by the Owner.

1.31 INTENTIONALLY LEFT BLANK

1.32 COMPLETE BID FORMS

A. Please Note: Each bidder must fill in all the blanks on all the bid forms, even if the information is "zero dollars" or "not applicable". Also, please acknowledge all Addenda issued by the Awarding Authority.

2.00 FUNDS APPROPRIATION and LOAN AUTHORIZATION.

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

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

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

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

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

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

**END OF SECTION**

FORM FOR GENERAL BID, 00 31 00

CONTRACT FOR MILLING AND PAVING MAIN STREET  
IN  
WALTHAM, MASSACHUSETTS

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

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

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

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

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

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The undersigned, as Bidder, hereby declares that he will take full payment thereof sums based on the following unit prices as applied to the various quantities ordered by the OWNER from time to time during the life of this contract.

120.100	100 CY	UNCLASSIFIED EXCAVATION  _____ PER CY	Unit Price	Extended Price
127.000	10 SY	CEMENT CONCRETE EXCAVATION  _____ PER SY	Unit Price	Extended Price
129.010	45,000 SY	COLD PLANING  _____ PER SY	Unit Price	Extended Price
151.220	100 CY	GRAVEL BORROW FOR SIDEWALK  _____ PER CY	Unit Price	Extended Price
151.900	10 TN	CRUSHER RUN  _____ PER TON	Unit Price	Extended Price
220.000	210 EA	DRAINAGE STRUCTURE ADJUSTED  _____ EACH	Unit Price	Extended Price
220.500	50 VF	DRAINAGE STRUCTURE REMODELED  _____ PER VERTICAL FOOT	Unit Price	Extended Price
222.010	2 EA	FRAME AND GRATE OR COVER (IN PLACE)  _____ EACH	Unit Price	Extended Price



357.060	2 EA	6" SERVICE GATE BOX  _____ EACH	Unit Price	Extended Price
358.200	25 EA	ROADWAY GATE BOX ADJUSTED  _____ EACH	Unit Price	Extended Price
405.000	100 SY	TRENCH REPAIR  _____ PER SQUARE YARD	Unit Price	Extended Price
440.000	100 LB	CALCIUM CHLORIDE FOR DUST CONTROL  _____ PER POUND	Unit Price	Extended Price
460.000	2,000 TN	CLASS I BITUMINOUS CONCRETE (TYPE I-1) (ROADWAY)  _____ PER TON	Unit Price	Extended Price
460.100	200 TN	CLASS I BITUMINOUS CONCRETE (TYPE I-1) (SIDEWALKS, DRIVES, PERMANENT PATCHING)  _____ PER TON	Unit Price	Extended Price
460.300	3,500 TN	CLASS I BITUMINOUS CONCRETE (TYPE I-1) (ROADWAY NIGHT WORK)  _____ PER TON	Unit Price	Extended Price
464.000	1,000 GL	BITUMEN FOR TACK COAT  _____ PER GALLON	Unit Price	Extended Price

504.000	10 LF	GRANITE CURB TYPE VA-4 (STRAIGHT)  _____ PER LINEAR FOOT	Unit Price	Extended Price
504.100	10 LF	GRANITE CURB TYPE VA-4 (CURVED)  _____ PER LINEAR FOOT	Unit Price	Extended Price
514.000	1 EA	GRANITE CURB INLET - STRAIGHT  _____ EACH	Unit Price	Extended Price
515.000	1 EA	GRANITE CURB INLET - Curved  _____ EACH	Unit Price	Extended Price
580.000	25 LF	CURB REMOVE AND RESET  _____ PER LINEAR FOOT	Unit Price	Extended Price
701.150	200 SY	6" CEMENT CONCRETE SIDEWALK FIBERMESH REINFORCED  _____ PER SQUARE YARD	Unit Price	Extended Price
702.000	4 EA	DETECTABLE TILE SURFACE FOR HANDICAP RAMPS  _____ EACH	Unit Price	Extended Price
751.000	25 CY	LOAM BORROW  _____ PER CUBIC YARD	Unit Price	Extended Price

765.000	10 SY	SEEDING  PER SQUARE YARD	Unit Price	Extended Price
801.300	25 LF	3" TRAFFIC CONDUIT  PER LINEAR FOOT	Unit Price	Extended Price
819.837	5,000 LF	LOOP DETECTORS WITH LEAD-IN WIRES  PER LINEAR FOOT	Unit Price	Extended Price
819.840	1 EA	TRAFFIC CAMERA  EACH	Unit Price	Extended Price
819.850	1 EA	TRAFFIC CAMERA RELATED EQUIPMENT  EACH	Unit Price	Extended Price
819.860	25 LF	SENSOR CABLE FOR TRAFFIC CAMERAS  PER LINEAR FOOT	Unit Price	Extended Price
850.221	1,000 SF	SAFETY SIGNING FOR CONSTRUCTION OPERATIONS  PER SQUARE FOOT	Unit Price	Extended Price
854.014	500 LF	TEMPORARY PAVEMENT MARKINGS – 4" PAINT  PER LINEAR FOOT	Unit Price	Extended Price

864.040	2,000 SF	PAVEMENT ARROWS AND LEGENDS REFLECTORIZED WHITE THERMOPLASTIC  _____ PER SQUARE FOOT	Unit Price	Extended Price
864.050	20 EA	SHARROW (PAINTED)  _____ EACH	Unit Price	Extended Price
865.100	10,000 SF	CROSSWALKS AND STOP LINES REFLECTORIZED WHITE THERMOPLASTIC  _____ PER SQUARE FOOT	Unit Price	Extended Price
868.040	25,000 LF	4" WHITE OR YELLOW REFLECTIVE THERMOPLASTIC LINE  _____ PER LINEAR FOOT	Unit Price	Extended Price
870.000	50 DY	PORTABLE MESSAGE BOARD  _____ PER DAY	Unit Price	Extended Price
999.001	\$125,000	TRAFFIC POLICE  _____ DOLLAR FOR DOLLAR REIMBURSEMENT	\$1.00	\$125,000
	<b>Total Bid price in figures:</b>			
<b>Total Bid price written in words:</b>	<b>\$</b>			



Portland cement concrete mixtures. For monthly price adjustments for these items, refer to Mass Highway documents 00811, 00812 and 00814 respectively. Copies of these documents are included in section 8.

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

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

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BIDDER

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SIGNATURE

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BUSINESS ADDRESS

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TELEPHONE NUMBER

---

FAX NUMBER

---

EMAIL ADDRESS

---

DATE

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

**Section 00 50 00  
FORM OF CONTRACT**

**AGREEMENT** made between the **CITY OF WALTHAM**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, through its Mayor thereunto duly authorized, hereinafter called the OWNER, and \_\_\_\_\_ having a usual place of business at \_\_\_\_\_ hereinafter called the CONTRACTOR.

The CONTRACTOR having accepted the Public Bid terms, condition and specifications for the **Milling and Paving, Main Street** all of which are hereto attached and made a part hereof, hereinafter called the DOCUMENTS, and the CONTRACTOR hereby agrees to provide the labor, materials, services and work in accordance with the quotation, bid, proposal and said DOCUMENTS

If applicable, all contractors must comply with the prevailing wage rate law as required under the provisions of all Massachusetts General Law

All appropriate Bonds and Certificates of Insurance, per specifications, will be submitted before Contract is signed. This Contract shall not be in effect nor any work commenced until the Mayor signs the Contract.

IN WITNESS WHEREOF, the OWNER sets its hand and corporate seal through its Purchasing Agent thereunto duly authorized, and the CONTRACTOR hereunto sets its hand and seal on the day and year first above written.

Bid package and company response are incorporated herewith by reference.

**APPROVED AS TO FORM ONLY**

\_\_\_\_\_  
John Cervone,  
City Solicitor  
Date \_\_\_\_\_

**APPROVED, MAYOR**

\_\_\_\_\_  
Jeannette A. McCarthy,  
Mayor  
Date \_\_\_\_\_

**WALTHAM BUILDING DEPARTMENT**

\_\_\_\_\_  
Michael Chiasson, Director  
Consolidated Public Works .  
Date \_\_\_\_\_

**CITY OF WALTHAM**

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

**FOR THE COMPANY**

\_\_\_\_\_  
Authorized Signature

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

**AUDITING DEPT.**

\_\_\_\_\_  
Paul G. Centofanti,  
City Auditor  
Date \_\_\_\_\_

**SECTION 00 50 10**

**PERFORMANCE BOND**

**CITY OF WALTHAM**

KNOW ALL MEN BY THESE PRESENT THAT,

\_\_\_\_\_ as

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

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

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

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

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

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

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

**00501-1**

**PERFORMANCE BOND**



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

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

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

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

WITNESSES:

(CONTRACTOR)

(SEAL)

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

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

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

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

POWER OF ATTORNEY

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

**SECTION 00 50 20**

**PAYMENT BOND**

**CITY OF WALTHAM**

KNOW ALL MEN BY THESE PRESENT THAT,

\_\_\_\_\_ as

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

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

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

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

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

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

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

**00 50 20-1**

**PAYMENT BOND**

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

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

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

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

WITNESSES:

(CONTRACTOR)

(SEAL)

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

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

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

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

#### POWER OF ATTORNEY

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

**SECTION 00 50 30**

**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

**SECTION 00 50 30**

suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

## 6. **INSURANCE**

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

### B. COMPREHENSIVE GENERAL LIABILITY

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

### C. AUTOMOBILE (VEHICLE) LIABILITY

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

### D. UMBRELLA POLICY

General liability	\$2,000,000
-------------------	-------------

Your bid response must include a Certificate of Insurance with the above limits as a minimum.

In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: "The City of Waltham is a named Additional Insured for all Insurance". The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent  
Purchasing Department  
City of Waltham  
610 Main Street  
Waltham, MA 02452

## 7. **LABOR AND MATERIALS BOND**

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

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

**8. PERSONNEL:**

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

**9. PREVAILING WAGES**

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

**10. MATERIALS**

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

**11. TERMINATION OF CONTRACT**

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

**12. CONTRACT OBLIGATIONS**

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

**13. BIDDER EXPERIENCE EVALUATION**

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

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

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

**16. FINANCIAL STATEMENTS.**

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

**17 BREACH OF CONTRACT/ NON PERFORMANCE**

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute

Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

#### **18 RIGHT TO AUDIT**

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

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

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

#### **20. BID OPENING INCLEMENT WEATHER**

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



21 **FUNDS APPROPRIATION.**

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

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

**Section 00 50 40**

# **Compliance**

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

## Compliance

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

### Purchasing Department

City of Waltham  
610 Main Street  
Waltham, MA 02452

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

### Section Index

Check when Complete

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

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

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

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

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

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

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

**CERTIFICATE OF NON-COLLUSION**

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

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

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

---

Wet Signature Required

**TAX COMPLIANCE CERTIFICATION**

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

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

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

**NOTE**

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

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

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

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

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

SIGNED:

(Corporate Seal)

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

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

---

**COMMONWEALTH OF MASSACHUSETTS**

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

Date:

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

Notary Public;

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

**CORPORATION IDENTIFICATION**

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

**If a Corporation:**

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

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

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

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

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

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

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

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

Residence \_\_\_\_\_

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

Residence \_\_\_\_\_

**If an Individual:**

Name \_\_\_\_\_

Residence \_\_\_\_\_

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

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

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

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

Residence \_\_\_\_\_

Date \_\_\_\_\_

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

By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

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

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**NOTE**

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

## **WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided, A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

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

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

---

### **STATEMENT OF COMPLIANCE**

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

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

I do hereby state that I pay or supervise the payment of the persons employed by

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

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

Signature \_\_\_\_\_, Title \_\_\_\_\_

Print \_\_\_\_\_





**RIGHT TO KNOW LAW**

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

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

<hr/>	
Signature	Date
<hr/>	
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.**

## **DIVISION 1**

# **TECHNICAL SPECIFICATIONS**

## **CLEARING AND GRUBBING**

**General:** This work shall consist of clearing, grubbing, cutting, removal and disposal of all vegetation and debris from areas either within or outside of the Right-of-Way as shown on the plans or designated by the Engineer. The work shall also include the preservation from injury or defacement of all vegetation and objects designated by the Engineer to remain.

The burning of trees, brush, stumps, etc., will not be permitted. The Contractor shall provide other satisfactory methods of disposal without additional compensation.

**Quality of Work:** Quality of work must conform to all accepted tree trimming practices. All trimming and pruning shall conform to recognize tree surgery practices, and particular note should be made that painting with an approved tree dressing or paint, will be required on all cuts 2 inches or over in diameter.

The dressing or paint shall be applied no later than two days after the cuts are made.

Recognized tree surgery practices include among others, the fact that all limbs and branches which require removal and all stubs regardless of age must be cut flush either to a union with the next larger sound limb or branch or flush to the trunk of the tree.

The cutting shall be performed by experienced woodsmen. Trained tree climbers are required for pruning of tall growth. Care shall be exercised by the Contractor to prevent injury to trees and shrubs designed to be preserved. Any injury to limbs, bark or roots of such plants shall be repaired by the Contractor, as directed, or the plants replaced without additional compensation for such repair or replacement.

**Disposal of Trees:** All trees to be cleared shall become the property of the Contractor, and the satisfactory disposal of the wood in such trees outside the Right-of Way shall become his responsibility.

The tress, including cuttings and slash shall be disposed after cutting as soon as practicable and in such a manner as not to distract from the appearance of the roadside.

If the existing ground in the area is disturbed by any of the work or equipment, the Contractor shall rough-grade and loam and seed if necessary the disturbed areas, if so directed, without additional compensation.

### **Payment Items**

103.000	Tree removed (diameter under 24 Inches)	Each
104.000	Tree removed (diameter Over 24 Inches)	Each

## **DISPOSAL OF STUMPS AND BRUSH**

### **General**

**Disposal of Stumps and Brush:** After removal, all stumps including the major root system shall be disposed by the Contractor at his own responsibility outside the layout where the material will not cause obstructions to streams and will not detract from the appearance of the roadside.

**Disposal of Dutch Elm Diseased Wood:** Dutch Elm diseased wood shall be disposed of in accordance with the provisions of General Law, Chapter 87, Section 5 and Chapter 132, Sections 8 and 11, as amended; and in accordance with any additional local regulations.

Where the work includes the removal of elm trees or the limbs of elm trees, such trees or limbs thereof shall be disposed of immediately after cutting or removal and in such a manner as to prevent the spread of Dutch elm disease. This shall be accomplished by covering them with earth to a depth of at least 6-inches in areas outside the highway location where the Contractor has arranged for disposal.

Where the work includes the removal and disposal of stumps of elm trees, such stumps shall be completely disposed of immediately after cutting in the manner specified above.

**Method of Measurement:** Only such trees as have a shortest diameter of at least 9-inches and less than 24-inches shall be included in the item of Trees Removed (Diameter Under 24-Inches). Only such trees as have a shortest diameter of 24- inches or more shall be included in the item of Trees Removed (Diameter 24 Inches and Over).

The item of Stumps Removed shall include the removal and satisfactory disposal of all tree stumps which remain in their original position and 9 –inches or more in shortest diameter at the cutoff point, where the trees have been previously removed by others. A stump shall not be construed as a tree under these specifications unless the trunk extends over 6-feet above the average ground.

Trees or stumps to be removed which have the shortest diameter specified for payment will be measured in place by the following procedure.

Where the tree consists of a single trunk extending more than a 3-foot vertical height above the average natural ground line, the shortest diameter shall be measured at the 3-foot level above the average elevation of the original ground.

Any tree whose main trunk separates into multiple trunks or which has limbs or branches growing out from the main trunk below the 3-foot level defined hereinbefore shall have its shortest diameter measure at the lowest point on the main trunk where multiple growths or branching out begins.

Measurement for payment under the respective items shall be such that any individual growth to be classed as a tree stump shall be measured in a manner to limit payment to one single tree or stump at each particular location of the individual growth. When multiple trunks with a common root system are



separated at ground level each separate trunk shall be considered as an individual growth under these specifications.

The quantity of trees or stumps to be paid for will be the number actually removed by the Contractor in the completed and accepted work as determine by count.

The removal of trees, including the stumps thereof and required spray material will be paid for at the contract unit price each for the particular kind of work involved, as defined hereinbefore when a quantity is given in the Proposal under their respective items, otherwise this work will be paid for at the contract unit price for excavation or at the contract unit price per acre of Clearing and Grubbing or Selected Clearing and Thinning, whichever is applicable. The contract unit price shall include the cost of all arrangements and methods required to protect from harm all existing overhead or underground installations. The contract unit price for the respective items shall not include any trees or stumps removed from the area paid for under the item of Clearing and Grubbing or Selected Clearing and Thinning.

Only such trees or stumps as have a shortest diameter of 9-inches and over, measured as stipulated in Sub-section 101.80 shall be included for payment.

**Payment Items**

105.000	Stump Removed	Each
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## **UNCLASSIFIED EXCAVATION**

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

Excavation shall include the removal and disposal of bituminous, earth, curbing, signposts, and/or any incidental items as indicated on the contract drawings or as required by the OWNER. Items and/or materials that are classified for payment under some other unit item within this contract shall not be considered as part of ITEM 120.100.

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

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

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

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

All saw-cutting of materials shall be done at no extra cost and shall be considered as incidental to the item unless there is a separate and/or specific pay item listed for saw-cutting in the Contract.

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

**NOTE: Material excavated during reclamation or cold planing operations is not included in this item.**

**MEASUREMENT:** Measurement for unclassified excavation shall be the number of cubic yards of material removed and legally disposed of. This quantity shall be based on the OWNER'S field measurements and/or office calculations.

Failure to allow ample time for the OWNER to make the required measurements will forfeit the CONTRACTOR'S right of claim to any excavation other than that allowed by the OWNER.

**PAYMENT:** Payment for unclassified excavation shall be made for the number of cubic yards of material removed and disposed of as determined above at the contract unit Bid price for ITEM 120.100 as set forth in the Bid. Unless it is classified for payment under some other unit item within this contract, saw-cutting of pavements shall be considered as incidental to the work and shall be included within the unit price for unclassified excavation.

**Payment Items**

120.100	Unclassified Excavation	Cubic Yards
121.000	Class A Rock Excavation and Refill	Cubic Yards
123.200	Muck Excavation & Refill (trench)	Cubic Yards
127.000	Concrete Excavation	Square Yards

## **CONCRETE SIDEWALK EXCAVATION**

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

All saw-cutting of concrete shall be done at no extra cost and shall be considered as incidental to the work within this item unless there is a separate and/or specific pay item listed for saw-cutting elsewhere in this contract.

**MEASUREMENT:** Measurement shall be the number of square yards removed and disposed, regardless of the depth of concrete excavated, in a manner satisfactory to the OWNER. This quantity shall be measured in the field by the OWNER.

Failure to allow ample time for the OWNER to make the required measurements will forfeit the CONTRACTOR'S right-of-claim to any concrete excavation other than that allowed by the OWNER.

**PAYMENT:** Payment shall be made for the number of square yards of concrete removed, regardless of depth, based on the OWNER'S field measurements. Payment shall be at the Contract unit price for ITEM 127.000 as set forth in the Bid. Saw-cutting shall be considered as incidental to the work within this item. No separate payment shall be made for saw-cutting concrete unless otherwise specified elsewhere within this contract.

### **Payment Items**

127.000	Concrete Sidewalk Excavation	Square Yards
120.100	Unclassified Excavation	Cubic Yards

**PAYMENT:** Payment for cold planing shall be made for the number of square yards of materials cold planed and removed and properly disposed of, regardless of depth, as determined above at the contract unit price for ITEM 129.010 as set forth in the Bid. Said price and payment shall be full compensation for furnishing all equipment, labor, materials, tools, and all else incidental and necessary for the satisfactory completion of this work.

<u>Payment Item</u>		
129.010	Cold Planing	Square Yards

### **COLD PLANING**

**GENERAL:** This work shall consist of the cold planing of bituminous concrete roadway surfaces to various depths up to 6 inches to produce a uniform surface for the application of a bituminous overlay as required by the OWNER. The CONTRACTOR shall cold plane the bituminous concrete surface to the depths, widths, grades and cross sections as indicated and/or as required by the OWNER. Material removed shall be disposed of legally and off the site.

**METHOD:** Catch basins shall be protected during the cold planing process by inserting silt fabric between each frame and grate. The fabric shall be removed immediately after all cuttings have been removed. Any cuttings that fall into the catch basin shall be removed by the CONTRACTOR.

The bituminous concrete surface shall be planed and profiled by a power operated planing machine or a grinder capable of removing, in one pass, a layer of bituminous concrete nine feet. The equipment shall be self-propelled with sufficient power traction and stability to maintain accurate depth of cut and slope and shall be equipped with all necessary safety devices such as flashing lights and back-up signals so as to operate in traffic with complete safety. The equipment will be capable of accurately and automatically establishing profile grades along each edge of the machine by referencing from the existing pavement or from an independent grade control and shall have an automatic system for controlling cross slope at a given rate.

All planing machinery shall be equipped with dust control devices to prevent any dust produced in the cutting operation from escaping into the air. Dust control equipment must comply with EPA air quality standards.

The CONTRACTOR shall also have the necessary auxiliary grinding or milling machinery to perform the required cutting and trim cutting around castings. Pneumatic rubber-tire mounted equipment shall be used only for trimming and edging operations.

The cold plane cuttings from the operation shall be discharged directly from the planer into the CONTRACTOR'S trucks and legally disposed of off the site by the CONTRACTOR in a manner acceptable to the OWNER. Unless otherwise specified by the OWNER, the materials shall become the property of the CONTRACTOR. Loose materials left on the roadway surface as a result of the cold planing operations shall be removed and disposed of by the CONTRACTOR in the same manner as the planed material.

All excess material shall be removed from the site as part of this item. **There is no additional measurement or payment for excavation.**

**MEASUREMENT:** Measurement for cold planing shall be for the number of square yards of material removed and disposed of, regardless of depth, as accepted and measured by the OWNER.

**PAYMENT:** Payment for cold planing shall be made for the number of square yards of materials cold planed and removed and properly disposed of, regardless of depth, as determined above at the contract unit price for ITEM 129.010 as set forth in the Bid. Said price and payment shall be full compensation for furnishing all equipment, labor, materials, tools, and all else incidental and necessary for the satisfactory completion of this work.

<u>Payment Item</u>		
129.010	Cold Planing	Square Yards

### **GRAVEL BORROW**

**GENERAL:** This work shall consist of furnishing and placing ordinary gravel borrow in accordance with these Specifications, and/or as required by the OWNER.

**MATERIALS:** Gravel borrow shall consist of hard durable stone and coarse sand free from loam and clay, well graded and containing no stone having any dimension greater than two (2) inches (type C), as per Section M1.03.0 of the Commonwealth of Massachusetts Standard Specifications, including any and all addenda. The gravel borrow shall conform to the following sieve requirements:

<u>SIEVE</u>	<u>% PASSING</u>
1/2"	50 - 85
#4	40 - 75
#50	08 - 28
#200	0 - 08

The gravel shall be tested for sieve analysis at the plant prior to delivery on the job site. The written results shall be given to the inspector for the city for approval prior to delivery. Failure to do so may result in the refusal of the material by the City. All costs incurred shall be paid for by the CONTRACTOR at no cost to the City.

The gravel borrow shall be placed in six inch (maximum) layers and then compacted to not less than 95% of maximum optimum density as determined by AASHTO Test Designation: T99-57, Method C.

Crusher run may be substituted in place of gravel borrow if desired by the CONTRACTOR and so approved by the OWNER. Crusher run shall be paid for at the same unit price as gravel borrow. The conversion factor used in determining the quantity of crusher run substituted shall be one and one-half tons of crusher run is equivalent to one cubic yard of crusher run.

**MEASUREMENT:** Measurement for gravel borrow shall be the number of cubic yards furnished, placed, and accepted in accordance with these specifications and/or as required by the OWNER. The number of cubic yards in place and accepted shall be measured or calculated by the OWNER. Fifteen percent shall be added to the figure for compaction. Only gravel borrow placed within the established pay limit necessary to complete the work as required by the OWNER shall be considered for payment. If, in the opinion of the OWNER, the CONTRACTOR has excavated areas to an excessive width and/or depth, either through error or for his own convenience, the gravel borrow used to refill trenches beyond said reasonable width or depth shall be paid for by the CONTRACTOR with no cost to the City.

Failure to allow the OWNER ample time to make the required measurements will forfeit the CONTRACTOR'S right of claim to any gravel borrow other than that which is allowed by the OWNER.



**PAYMENT:** Payment for gravel borrow shall be made for the number of cubic yards furnished, placed, and accepted as determined above at the contract unit prices for ITEMS 151.000 & 151.220 as set forth in the Bid. Said price and payment shall be full compensation for furnishing and placing all materials, all equipment, tools, labor, backfilling operations and all else incidental thereto. Fine grading and compaction shall be paid for under the applicable item of finish material (bituminous concrete or cement concrete).

On-site gravel, if requested by the OWNER, shall be saved for re-use on the job. The gravel shall be excavated, stored (if required), and/or relocated on the site, all at no additional cost to the City. All work shall be done by the CONTRACTOR.

#### **Payment Items**

151.220	Gravel Borrow (Trench Repair, Sidewalks & Drives)	Cubic Yards
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### **CRUSHER RUN**

**GENERAL:** This work shall consist of the furnishing and placing of a one-inch leveling layer of crusher run as required by the OWNER. Depth of crusher run shall be measured after compaction. Crusher run may also be provided as a base for granite curb if required by the OWNER.

**MEASUREMENT:** All crusher run used will be paid for on the basis of weight and shall be measured by tickets delivered with each load. The tickets shall clearly show the total, tare, and net weights. Loads represented by tickets not showing the weights as specified above will not be accepted for payment. Only crusher run placed at the required depth and within the limits specified will be accepted for payment.

**PAYMENT:** Payment for crusher run shall be made for the number of tons as determined above at the contract unit price for ITEM 151.900 as set forth in the Bid. Said price and payment shall be full compensation for furnishing and placing of crusher run, and for furnishing all tools, labor, equipment and all else incidental thereto. Fine grading and compaction of crusher run shall be paid for under the applicable item of finish material (bituminous or cement concrete).

### **Payment Item**

151.900

Crusher Run

Tons

### **SAND BORROW**

**GENERAL:** This work shall consist of furnishing and mixing sand borrow as an additive for reclamation applications.

**MEASUREMENT:** Sand borrow will be paid for on the basis of weight and shall be measured by tickets delivered with each load. The tickets shall clearly show the total, tare, and net weights. Loads represented by tickets not showing the weights as specified above will not be accepted for payment.

**PAYMENT:** Payment for sand shall be made for the number of tons as determined above at the contract unit price for ITEM 154.001 as set forth in the Bid. Said price and payment shall be full compensation for furnishing and placing of sand, and for furnishing all tools, labor, equipment and all else incidental thereto.

### **Payment Item**

154.001	Sand Borrow	Tons
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### **DRAINAGE STRUCTURE ADJUSTED**

**GENERAL:** This work shall consist of adjusting OWNER'S existing frames and grates or covers of manholes and catch basins to newly proposed line and/or grade changes. This item shall not apply to any new castings installed under item 222.010 or castings for new structures. When the line and/or grade of an existing structure require a change of more than one foot vertically and/or horizontally, the structure shall be remodeled under ITEM 220.500.

**METHOD:** Frames shall be set in full mortar beds true to the lines and grades established by the OWNER. All voids beneath the bottom flange shall be entirely filled to make a water-tight fit. A ring of mortar at least one inch thick shall be placed around the outside of the bottom flange and shall extend to the outer edge of the masonry structure.

After frames have been set and mortared, a cement concrete collar shall be constructed to the dimensions shown on the detail plans of the contract drawings. Cement concrete shall be 3000 psi with ¾ inch stone. All work shall be done under the direction of the OWNER.

**PAYMENT:** Measurement for drainage structures adjusted shall be made based on a complete and accepted unit as determined from actual count by the OWNER.

Payment shall be made for each completed unit as determined above at the contract unit price for ITEM 220.000 as set forth in the Bid. Said price and payment shall be full compensation for all work including labor, materials, tools, equipment, mortar, brick, gravel, collars and all else necessary for final and satisfactory completion of the work within this item.

#### **Payment Items**

220.000	Drainage Structure Adjusted	Each
220.500	Drainage Structure Remodeled	Vertical Foot
222.010	Frame and Grate or Cover	Each

## **DRAINAGE STRUCTURE REMODELED**

**GENERAL:** This work shall consist of remodeling existing drainage structures, as required, to conform to newly proposed line and/or grade changes. The work shall be in accordance with these specifications or as required by the OWNER. This item shall not apply to new castings for new structures

When the line and/or grade of an existing drainage structure require a change of more than one foot vertically and/or horizontally, the structure shall be remodeled unless otherwise specified by the OWNER.

**METHOD:** Closing blocks and/or bricks shall be removed to expose the barrel portion of the structure. The barrel portion shall then be altered according to the new line and/or grade. Closing blocks and/or bricks shall then be reset to the structure. All masonry work shall be completed to the satisfaction of the OWNER. The CONTRACTOR shall be held responsible for the protection of the castings and the materials during construction operations. Any materials or castings damaged by the CONTRACTOR shall be replaced at his own expense and at no cost to the City.

Frames shall be set in full mortar beds true to the lines and grades established by the OWNER. All voids beneath the bottom flange shall be entirely filled to make a water-tight fit. A ring of mortar at least one inch thick shall be placed around the outside of the bottom flange and shall extend to the outer edge of the masonry structure.

**MEASUREMENT:** Measurement for drainage structures remodeled shall be made for the number of vertical feet the structure has been altered. Limits of measurement shall be from the top of the undisturbed row of blocks or barrel portion up to one foot below proposed finished rim grade of the casting. Final adjustment of the casting to finished grade shall be done under ITEM 220.000 or item 222.010 and shall not be considered for measurement or payment under this item. Measurement shall be made in the field by the OWNER.

**PAYMENT:** Payment for drainage structures remodeled shall be made as determined above at the contract unit price for ITEM 220.500 as set forth in the Bid. Said price and payment shall be full compensation for all materials required, all tools, labor, equipment, excavation, backfill & backfilling operations and all else incidental to complete the work within this item. All work is subject to final approval by the OWNER.

### **Payment Items**

220.500	Drainage Structure Remodeled	Vertical Foot
220.000	Drainage Structure Adjusted	Each
222.010	Frame and Grate or Cover	Each

**FRAME & GRATE OR COVER (IN-PLACE)**  
**(MUNICIPAL STANDARD or MHD CASCADE TYPE)**

**GENERAL:** This work shall consist of furnishing, setting and adjusting to final grade any new castings as required.

When existing castings, in the opinion of the OWNER, are found to be defective through no fault of the CONTRACTOR, they shall be removed and disposed of by the CONTRACTOR. A new complete casting shall then be furnished, installed and adjusted to final grade by the CONTRACTOR as required by the OWNER.

Any casting damaged by the CONTRACTOR through his own negligence shall be replaced by him at no additional cost to the City.

**MATERIALS:** For catch basins, the frames shall conform to East Jordan Iron Works (EJIW) type 5546Z FLG3 (3 flange when curbing is present, 4 flange if there is no curbing) or the equivalent. Grates shall conform to EJIW type 5520M5 for standard grates.

For manholes, the frames shall conform to EJIW type 1246 or the equivalent. Covers shall conform to EJIW type 1248A or the equivalent. When ordering the covers, specify whether the top is to be lettered as "SEWER" or "DRAIN".

**METHOD:** Frames shall be set in full mortar beds true to the lines and grades established by the OWNER. All voids beneath the bottom flange shall be entirely filled to make a water-tight fit. A ring of mortar at least one inch thick shall be placed around the outside of the bottom flange and shall extend to the outer edge of the masonry structure.

**MEASUREMENT AND PAYMENT:** Measurement for frames and grates or covers shall be made for the number of units furnished, placed, adjusted to final grade and accepted as determined from actual count by the OWNER. Payment shall be made based on the number of completed units as determined above at the contract unit price for ITEMS 222.010 & 222.030 as set forth in the Bid. Said price and payment shall be full compensation for furnishing, setting and adjusting all castings, for materials including mortar, bituminous, red clay bricks, gravel, and for all tools, labor, equipment and all else incidental to the work within this item. There shall be no payment under this item for existing castings or for new or proposed castings that are being paid for as part of some other item within this contract.

**Payment Items**

222.010	Frame and Grate or Cover (In-Place)(Municipal Standard)	Each
222.030	Frame and Grate or Cover (In-Place)(MHD Cascade Type)	Each

## **GATE BOXES**

**GENERAL:** This work shall consist of furnishing and installing gate boxes as shown on the contract drawings or as required by the OWNER.

Gate boxes shall be two section, cast iron, heavy pattern, adjustable type with cast iron cover. The upper section shall have a bottom flange of sufficient bearing area to prevent settling. The bottom section shall enclose the valve stuffing box and operating nut. Boxes shall be of lengths adapted to five foot pipe cover or more and have a minimum of six inch overlap in the most extended position. Covers shall have the word "WATER" cast in the top.

The box shall be installed vertically and centered over the gate so that the gate wrench may be easily attached onto the gate. After installation, the box shall be cleaned out of all residue. Also included with this item shall be the final adjustment to proposed grade of the new gate box.

**MEASUREMENT:** Measurement for gate boxes shall be for the number of units furnished, installed and accepted as measured by the OWNER.

**PAYMENT:** Payment for gate boxes shall be made for the number of units furnished, installed and accepted as determined above at the contract unit prices for ITEMS 357.040, 357.041, 357.060 and 357.061 as set forth in the Bid. Said price and payment shall be full compensation for furnishing and installing gate boxes and all related work including excavation, pumping, backfill, cement concrete collars, cleaning out the gate box, all tools, labor, equipment, materials and all else incidental to complete the work within this item. There shall be no separate payment for adjustment of new gate boxes and sleeves. That work shall be considered as incidental to the work within this item.

### **Payment Items**

357.040	4" Service Gate Box	Each
357.041	4" Service Gate Box (Upper Sleeve Only)	Each
357.060	6" Service Gate Box	Each
357.061	6" Service Gate Box (Upper Sleeve Only)	Each

### **ADJUSTMENT OF GATE BOXES**

**GENERAL:** This work shall consist of raising the OWNER'S existing water gate and water service gate boxes to newly proposed grades. Prior to adjustment of the gate boxes, the vertical alignment of the box over the center of the gate shall be checked. If needed, the gate box shall be re-aligned over the top of the gate before it is adjusted. Gravel base around the gate boxes shall be thoroughly compacted. For gate boxes in the traveled roadway, the excavated area shall be refilled with gravel, compacted, and set in a cement concrete collar as shown on the detail section of the contract drawings. The final elevations of the structures shall be determined in the field by the OWNER at the time of construction. All work shall be done under the direction of the OWNER. After the boxes are adjusted, they shall be air blown to remove all debris from the inside.

If, during the course of the work, a defective gate box is encountered, the CONTRACTOR shall remove it as required by the OWNER. A new gate box and/or sleeve shall be furnished and installed by the CONTRACTOR. This shall not include any gate boxes and/or sleeves damaged by the CONTRACTOR. Any damage as a result of the CONTRACTOR'S negligence shall be repaired or replaced by him at no cost to the City. Furnishing, installation and adjustment to final grade of any new gate boxes and/or sleeves shall be included as part of ITEMS 357 and shall not be considered as part of ITEMS 358.100 or 358.200.

**MEASUREMENT:** Measurement for gate boxes adjusted shall be for the number of units completed and accepted as determined from actual count by the OWNER.

**PAYMENT:** Payment for gate boxes adjusted shall be made based on the number of completed units as determined above at the contract unit prices for ITEMS 358.100 & 358.200 as set forth in the Bid. Said price and payment shall be full compensation for all work in adjusting gate boxes and/or sleeves including all tools, labor, equipment, cement concrete collars, gravel, compaction, and all else incidental to satisfactorily complete the work within this item. Not included for payment within this item shall be the furnishing, installation, and final adjustment to grade of any new gate boxes and/or sleeves that are required. They shall be measured and paid for under ITEMS 357.

#### **Payment Items**

358.100	Adjustment of Gate Boxes (Sidewalk)	Each
358.200	Adjustment of Gate Boxes (Roadway)	Each



## PAVEMENT RECLAMATION

**GENERAL:** This work will consist of in-place rehabilitation of the existing pavement structure. Existing pavement shall be scarified, pulverized and reshaped into a processed asphalt stabilized base.

**MATERIALS:** If additional fine material is required to attain the specified gradation, it will be added as required by the OWNER and paid under item 154.001.

**METHODS:** The existing asphalt structure shall be scarified and mixed with equal amounts of gravel base from the existing roadway foundation to a maximum depth of 16". The pulverization shall be accomplished by means of a traveling pulvimiller/hammermill or equivalent machine capable of scarifying/milling to a depth of 16" in one pass and conveying this material to a stationary hammermill mounted on the machine. This machine shall be self-propelled and equipped with an adjustable grading blade thus leaving its path generally smooth for traffic. The key element in this process is the fractioning of the existing asphalt pavement by the high speed hammers of the hammermill. Equipment such as road planers/cold milling machinery will not be acceptable as they produce larger asphalt particle size that defeats the objective of this process. The above mentioned process shall produce a uniformly blended base material with a minimum asphalt content of 2% that will conform to the following gradation requirements:

<u>Sieve Designation</u>	<u>Percentage by Weight Passing</u>
3"	100%
1 1/2"	70-100%
3/4"	55-90%
#40	10-30%
#200	1-3%

After the material has been accepted by the OWNER, it shall be shaped, graded and rolled to true grades, the prescribed number of inches below and parallel to the finish pavement grade of the roadway as shown on the plans or as required by the OWNER. Material not required in the roadway shall be deposited and spread on the sidewalk by the CONTRACTOR as required at no additional cost to the City. Excess material that is not needed on this project shall be removed and properly disposed of by the CONTRACTOR at no additional cost to the City.

Water shall be applied during the operation in sufficient quantities to insure optimum moisture content at the time of compaction. Water may be taken from City hydrants provided an approved hydrant wrench and control valve are used, and that water is not wasted.

**MEASUREMENT:** Measurements shall be taken by the OWNER with the process material in place and properly graded and compacted. Measurement shall be the number of square yards reclaimed for any depth up to sixteen inches.

All excess material shall be removed from the site as part of this item. **There is no additional measurement or payment for excavation.**

**PAYMENT:** Payment shall be made for the number of square yards reclaimed as determined above, up to a depth of sixteen inches, at the contract unit price for ITEM 403.001 as set forth in the Bid. Said price and payment shall be full compensation for reclaiming, processing, rough grading, compacting, depositing and grading on sidewalk, removal of excess material, labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as required by the OWNER, and as specified herein.

**Payment Items**

403.001	Reclamation	Square Yards
154.001	Sand	Tons

## **TRENCH REPAIR**

**GENERAL:** This work shall consist of repairing temporary trench patches throughout the city which were previously installed by others. Work shall include saw cutting and excavation of the temporary patch, compacting the sub grade, applying a 1½" binder course and returning on the following day to apply a 1½" wearing course. Trenches are generally 100 to 400 square feet and are located throughout the city.

**MATERIALS:** Class I bituminous concrete pavement, Type I-1, shall conform to the requirements of Section 560.00 of the current Edition of the "Standard Specifications for Highways and Bridges," Commonwealth of Massachusetts, Department of Public Works, including any addenda or amendments thereto.

Bituminous concrete shall be spread at a temperature of not less than 225 degrees Fahrenheit and all initial rolling or tamping shall be performed when the temperature of the mixture is such that the sum of the air temperature plus the temperature of the mixture is between 300 and 375 degrees Fahrenheit. All mixtures shall be placed only when the atmospheric temperature is above 40 degrees Fahrenheit.

Bituminous concrete for wearing surfaces and base courses shall be spread in individual layers and compacted to the required lines, grades and cross section. Each completed surface shall be thoroughly compacted, smooth and free from ruts, humps, depressions, or irregularities. Where new bituminous meets existing bituminous surfaces, an emulsifying agent shall be applied to seal the joint. A sand overcoat shall then be applied over the emulsifying agent.

**MEASUREMENT:** All bituminous used for trench repair shall be paid for on the basis of square yards as measured by the OWNER. Only bituminous concrete placed at the required depth and within the limits specified by the OWNER will be accepted for payment.

**PAYMENT:** Payment for Trench Repair shall be made for the number of square yards as determined above at the Contract unit price for ITEM 405.000 as set forth in the Bid. Said price and payment shall be full compensation for all saw cutting, excavation and disposal, fine grading and compaction, spreading and compacting bituminous concrete, emulsifying and sanding of all joints, and for furnishing all tools, labor, materials, equipment, and all else incidental thereto.

### **Payment Item**

405.000

Trench Repair

Square Yard

**CALCIUM CHLORIDE FOR DUST CONTROL**

**GENERAL:** This work shall consist of furnishing and applying approved dust control material to the surface of the sub grade or elsewhere as required by the OWNER.

**MATERIALS:** Calcium Chloride shall conform to the requirements of AASHO M144, Type I or Type II.

**APPLICATION:** Calcium Chloride shall be uniformly applied at the rate of three-quarters pounds per square yard or as required by the OWNER.

**MEASUREMENT:** Calcium Chloride will be measured by the pound and the quantity to be paid for shall be the actual weight of the material furnished and applied in place.

**PAYMENT:** Payment shall be made for the amount of Calcium Chloride furnished and placed as determined above at the Contract price for ITEM 440.000 as set forth in the Bid.

**Payment Item**

440.000

Calcium Chloride

Pounds

### **CLASS I BITUMINOUS CONCRETE (ASPHALT)**

**GENERAL:** This work shall consist of fine grading and compaction of gravel base material and/or crusher run base material prior to placing mix, and furnishing, spreading and compacting bituminous concrete base courses and wearing surfaces in accordance with the details shown on the Contract Drawings, as specified in these Specifications, or as required by the OWNER.

**MATERIALS:** Class I bituminous concrete pavement, Type I-1, shall conform to the requirements of Section 560.00 of the current Edition of the "Standard Specifications for Highways and Bridges," Commonwealth of Massachusetts, Department of Public Works, including any addenda or amendments thereto. The City of Waltham has the option of requesting a modified state top when deemed necessary.

Bituminous concrete shall be spread at a temperature of not less than 225 degrees Fahrenheit and all initial rolling or tamping shall be performed when the temperature of the mixture is such that the sum of the air temperature plus the temperature of the mixture is between 300 and 375 degrees Fahrenheit. All mixtures shall be placed only when the atmospheric temperature is above 40 degrees Fahrenheit.

Bituminous concrete for wearing surfaces and base courses shall be spread in individual layers and compacted to the required lines, grades and cross section.

Rolling shall commence at the lower edges and shall progress toward the highest portion. Under no circumstances shall the center be rolled first. Each completed surface shall be thoroughly compacted, smooth and free from ruts, humps, depressions, or irregularities.

Where new bituminous meets existing bituminous surfaces, an emulsifying agent shall be applied to seal the joint. A sand overcoat shall then be applied over the emulsifying agent.

**MEASUREMENT:** All bituminous used for roadway and sidewalk bases and surfaces will be paid for on the basis of weight and shall be measured by tickets delivered with each load. The tickets shall be signed by a certified weigher and shall be countersigned by the OWNER. The tickets shall clearly show the total, tare, and net weights. Loads represented by tickets not showing the weights as specified above will not be accepted for payment. Only bituminous concrete placed at the required depth and within the limits specified by the OWNER will be accepted for payment.

**PAYMENT:** Payment for bituminous concrete shall be made for the number of tons as determined above at the Contract unit price for ITEMS 460.000, 460.100 and 460.300 as set forth in the Bid. Said price and payment shall be full compensation for all fine grading and compaction, for furnishing, spreading and compacting bituminous concrete, emulsifying and sanding of all joints, and for furnishing all tools, labor, materials, equipment, and all else incidental thereto.

**Payment Items**

460.000	Class I Bituminous Concrete Type I-1 (Roadway)	Tons
460.100	Class I Bituminous Concrete Type I-1 (Sidewalks, Drives, Permanent Patching & Adjustment. Areas)	Tons
460.300	Class I Bituminous Concrete Type I-1 (Roadway) Night Work	Tons

## **BITUMEN FOR TACK COAT**

**GENERAL:** This work shall consist of furnishing and placing of a bituminous tack coat prior to the placement of Class I bituminous concrete for resurfacing. All work and materials shall be furnished and placed by the CONTRACTOR.

**MATERIALS AND METHODS:** Bituminous tack material shall conform to the requirements of Section M3.03.0 of the current Edition of the "Standard Specifications for Highways and Bridges," Commonwealth of Massachusetts.

The application shall be done by means of an approved mechanical pressure distributor tanker truck only with a heating device capable of heating the material evenly up to a temperature of 425° Fahrenheit. It shall also be equipped with a distribution spray bar of a type that will distribute the bituminous tack material uniformly under a pressure of not less than 30 lbs. per square inch, without streaks and/or spots, so as to provide an equal and uniform coverage on the existing surface. The tanker truck shall be equipped with a gauge to accurately measure the gallons applied. The tanker truck shall also be so designed as to enable the operator to control the rate of flow and to provide a positive cut-off to prevent dripping of the nozzles when shut off. The bitumen shall be applied at a rate as described above.

The application rate for the bitumen shall be 15 square yards per gallon.

**MEASUREMENT:** Measurement for bitumen for tack coat shall be for the number of gallons actually furnished, placed and accepted as determined by the OWNER and/or his representative. The OWNER and/or his representative may elect to use the measured amount from printout slips of actual gallons used as received from the tanker truck.

**PAYMENT:** Payment for bitumen for tack coat shall be made for the number of gallons furnished, placed and accepted as determined above at the Contract unit price for ITEMS 464.000 as set forth in the Bid. Said price and payment shall be full compensation for furnishing and placing all materials and for furnishing all tools, equipment, labor, and all else incidental thereto to complete the work within this item.

### **Payment Item**

464.000

Bitumen for Tack Coat

Gallons

### **BITUMINOUS CONCRETE CURB**

**GENERAL:** This work shall consist of furnishing and placing bituminous concrete curb in accordance with these specifications or as required by the OWNER.

**MATERIALS:** Bituminous concrete curb, Class I, Type 2, shall conform to Commonwealth of Massachusetts SD106.2.0.

**METHODS:** On newly constructed roadways, the bituminous concrete curb shall be placed on a bituminous concrete roadway binder course. On existing roadways, the bituminous concrete curb shall be placed on a bituminous concrete pad of top course mix one foot wide by three inches deep at the gutter line in the existing roadway. The bituminous concrete curb shall be placed and compacted by machine. If, at anytime before the acceptance of the work, any soft or imperfect spots develop in the exposed surface of the curb, such material placed shall be removed and replaced with new material and compacted, at no additional cost to the OWNER.

**PAYMENT:** Payment shall be made for the number of linear feet of bituminous curb placed and accepted by the OWNER as determined above at the Contract unit price for ITEM 470.000 as set forth in the Bid. Said price and payment shall be full compensation for all materials, including bituminous concrete curb mix, all labor, tools, equipment, and related work and all else incidental thereto with the exception of the pad for the curb. The bituminous concrete binder course or the bituminous concrete shall be measured and paid for as part of ITEM 460.000 (binder course) or ITEM 460.100 (bituminous pad), whichever item applies.

#### **Payment Item**

470.000	Bituminous Concrete Curb (Class I - Type 2)	Linear Feet
460.000	Class I Bituminous Concrete Type I-1 (Roadway)	Tons
460.100	Class I Bituminous Concrete Type I-1 (Sidewalks, Drives, Permanent Patching & Adjustment Areas)	Tons



## **GRANITE CURBING**

**GENERAL:** Under these items, the CONTRACTOR is to furnish and install new granite curbing, inlet stones, granite edging and curb corners. Curb shall be set on undisturbed earth to the lines and grades indicated on the Contract drawings and/or as required by the OWNER.

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

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

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

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

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

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

**MEASUREMENT:** Granite curb to be paid for will be the length actually furnished, set, completed and accepted in accordance with the Specifications and Contract Drawings and as measured along the outer radius of the curb. The quantity of new granite curb corners and inlet stones shall be on a unit basis for the actual number furnished and set in accordance with the Specifications and Contract Drawings.

**PAYMENT:** Payment for granite curb shall be made as determined above at the Contract unit prices for ITEMS 504.-- as set forth in the Bid. Said price and payment shall be full compensation for furnishing and setting new Type VA4 granite curb, furnishing and setting new Type A curb corners, furnishing and setting new inlet stones, all excavation, backfilling, cement concrete, and for furnishing all labor, tools, equipment, etc., and all else incidental to the satisfactory completion of the work included within these items.

**Payment Items**

504.000	Granite Curb Type VA4 Straight	Linear Foot
504.100	Granite Curb Type VA4 Curved	Linear Foot
504.110	Granite Curb Type VA4 Curved (Less than 10' radius)	Linear Foot
506.000	Granite Curb Type VB (5"x18")	Linear Foot
506.100	Granite Curb Type VB (5"x18") Curved	Linear Feet
514.000	Granite Inlet Stone Straight	Each
516.000	Granite Curb Corner-Type A (2'-0"radius)	Each
517.000	Granite Curb Corner-Type B (3'-0"radius)	Each
121.000	Class A Rock Excavation	Cubic Yard
151.900	Crusher Run	Tons
515.000	Granite Inlet Stone Curved	Linear Feet

### **CURB REMOVED AND RESET**

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

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

**MEASUREMENT:** Payment for granite curb removed and reset shall be the number of linear feet of curb actually removed and reset as measured and accepted by the OWNER. The quantity of curved granite curb and granite curb corners removed and reset shall be measured along the outer radius.

**PAYMENT:** Payment for curb and/or curb corners removed and reset shall be made for the number of linear feet of curb and/or curb corners actually removed and reset as determined above at the Contract unit prices for ITEM 580.000 as set forth in the Bid. Said price and payment shall be full compensation for furnishing all labor, tools, equipment, excavation, gravel borrow, backfill, and all else incidental thereto.

#### **Payment Item**

580.000	Curb Removed and Reset	Linear
Foot		

### **CEMENT CONCRETE SIDEWALKS**

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

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

All concrete shall contain a fibrous concrete reinforcement of 100% virgin polypropylene fibrillated fibers of multi-design gradation as manufactured by Fibermesh, Synthetic Industries, 4019 Industry Drive, Chattanooga, Tennessee 37416 or an approved equal.

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

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

The CONTRACTOR shall be responsible for the guarding of the wet concrete until it has sufficiently set up in place. The CONTRACTOR shall assume responsibility for replacing any concrete that is damaged due to cracking or vandalism. Replacement of concrete including saw cutting, removal and disposal of rejected concrete shall be done at the CONTRACTOR'S expense with no additional cost to the City. The CONTRACTOR maintains responsibility for the concrete for one year after the completion of the entire contract as noted in the Specifications of these documents (Section 6 Paragraph 8)

**MEASUREMENT:** Measurement for concrete sidewalks, drives and aprons shall be the number of square yards furnished, placed and accepted based on the OWNER'S field measurements or office calculations. Only cement concrete placed at the required depths and within the limits specified by the OWNER shall be accepted for payment.

**PAYMENT:** Payment for cement concrete sidewalks, drives and aprons shall be made for the number of square yards furnished, placed and accepted as determined above at the Contract unit prices for ITEMS 701.050 & 701.150 as set forth in the Bid. Said price and payment shall be full compensation for all fine-grading and compacting, for all necessary form work and materials including tactile warning strips and forming of tree wells for future plantings, for furnishing and placing of cement concrete and additives, including fibrous reinforcement and heating charges, for furnishing and applying all curing and/or retarding agents, and for furnishing all tools, equipment, labor, materials, and all else incidental thereto.

**Payment Items**

701.050	Cement Concrete Sidewalks (4" Fibrous Reinforced)	Square Yards
701.150	Cement Concrete Drives, Aprons and Ramps (6" Fibrous Reinforced)	Square Yards
702.000	Detectable Tile Surface for Handicap Ramps	Each

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

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

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

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

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

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

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

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

**The color of the panels shall be gray.**

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

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

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

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

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

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

**MEASUREMENT:** Under this item the Contractor shall be paid per each of Detectable Tiles complete-in-place.

**PAYMENT:** Under this item the Contractor will be paid the contract unit price per each of Detectable Tiles, complete-in-place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item.

#### **Payment Items**

702.000	Detectable Tile Surface for Handicap Ramps	Each
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### **STONE BOUND REMOVED AND RESET**

**GENERAL:** This work shall consist of resetting existing stone bounds to new lines and grades as required by the OWNER.

**MATERIALS:** Cement concrete for stone bounds shall be 3000 psi with  $\frac{3}{4}$  inch stone.

**METHODS:** All excavation shall be done by hand. Prior to excavation at least three accurate ties shall be made to the stone bound, witnessed and approved by the OWNER. Points shall be in locations that will not be disturbed by other construction operations until the bound has been set.

After each stone bound has been set in place and backfilled, the CONTRACTOR will mark the exact survey point in the presence of the OWNER and drill a hole of approximately three-eighth inch diameter to a depth of approximately one-half inch deep.

If, as a result of negligence by the CONTRACTOR, ties are lost or deemed unreliable by the OWNER, it will be the responsibility of the CONTRACTOR to hire a Registered Professional Land Surveyor to conduct a survey to replace such points. The cost of the surveyor and all equipment, materials and manpower shall be paid by the CONTRACTOR at no additional cost to the City.

**MEASUREMENT:** Measurement for stone bound frame and cover shall be for the number of bounds reset as determined from actual count by the OWNER.

**PAYMENT:** Payment for stone bounds removed and reset shall be made for the number of stone bounds reset and accepted as determined above at the Contract unit price for ITEM 711.000 as set forth in the Bid. Said price and payment shall be full compensation for all materials including gravel and concrete, for all excavation, backfilling, tools, labor, and all else incidental thereto.

### **Payment Items**

711.000	Stone Bound Removed and Reset	Each
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### **STONE BOUND FRAME AND COVER**

**GENERAL:** This work shall consist supplying and installing a cast iron cover over an existing stone bound where there is a change in grade as required by the OWNER.

**MATERIALS:** Cover shall be S208-6 as supplied by LeBaron Foundry Inc., Brockton, Massachusetts or an approved equal.

**METHODS:** All excavation shall be done by hand. Covers shall be installed on undisturbed earth with the cover set to the level of the finished grade.

If, as a result of negligence by the CONTRACTOR, the stone bound is moved or broken it shall be the responsibility of the CONTRACTOR to hire a Registered Professional Land Surveyor to conduct a survey to properly locate the stone bound point and the CONTRACTOR shall reset the bound to accurate line and grade. The cost of the replacement, including the surveyor and all equipment, materials and manpower shall be paid by the CONTRACTOR at no additional cost to the City.

**MEASUREMENT AND PAYMENT:** Measurement for stone bound frame and cover shall be for the number of stone bound frame and cover sets installed and accepted as determined from actual count by the OWNER. Payment for stone bound frame and cover shall be made for the number of stone bound frame and cover sets accepted by the OWNER as determined above at the Contract unit price for ITEM 711.100 as set forth in the Bid. Said price and payment shall be full compensation for all materials, for all excavation, backfilling, tools, labor, and all else incidental thereto.

### **Payment Items**

711.100	Stone Bound Frame and Cover	Each
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## LOAM BORROW

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

All grass areas worked on or disturbed during construction and/or grassed areas shown on the Contract Drawings shall be graded to the necessary depths and covered with loam. The loam shall be fertile natural topsoil loam free from brush, weeds, stumps roots, stones over ½ inch in size, and any other objectionable matter. Respreading of existing on-site loam shall be part of ITEM 765.000 and will not be included with as part of this item.

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

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

**MEASUREMENT:** Measurement for loam borrow shall be for the number of cubic yards furnished and placed. Measurement shall be made after compaction. This amount shall be measured in the field by the OWNER or, at his option, determined from plan or office calculations. **This shall not include the respreading of any existing on-site loam.** 20% of the measured amount will be added to the final amount to allow for compaction.

**PAYMENT:** Payment for loam borrow shall be made for the number of cubic yards furnished and placed as determined above at the Contract unit price for ITEM 751.000 as set forth in the Bid. Said price and payment shall be full compensation for furnishing and placing loam borrow to the required depths and limits and for furnishing all tools, labor, equipment, materials, and all else incidental thereto. All work shall be done to the satisfaction of the OWNER. **There will be no separate payment for respreading of existing on-site loam. That shall be considered as part of ITEM 765.000 (SEEDING).**

### Payment Items

751.000	Loam Borrow	Cubic Yards
765.000	Seeding	Square Yards
120.100	Unclassified Excavation	Cubic Yards

## **SEEDING**

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

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

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

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

**MEASUREMENT:** Measurement shall be determined for the number of square yards of area treated and seeded as determined by the OWNER. This amount shall be measured in the field by the OWNER, or, at his option, determined from plan or office calculations.

**PAYMENT:** Payment for seed shall be made as determined above at the Contract unit price for ITEM 765.000 as set forth in the Bid. Said price and payment shall be full compensation for furnishing and placing all seed, for furnishing and spreading all fertilizer and lime, for raking and compaction of all areas affected, for all cutting, for all tools, labor, equipment, materials and all else incidental thereto. All work is subject to approval by the OWNER. There will be no payment for resspreading of existing on-site loam. This shall be considered as incidental to the work within this item.

### **Payment Items**

765.000	Seeding	Square Yard
751.000	Loam Borrow	Cubic Yard

### **3" PVC ELECTRICAL CONDUIT**

**GENERAL:** Furnish and install 3" PVC conduit in locations specified by the OWNER.

**MATERIALS:** PVC conduit shall be rigid polyvinyl chloride, Schedule 40 as manufactured by Carlon, Phillips Petroleum Co., Triangle Pipe and Tube Co., Inc., or approved equal. Fittings used with PVC conduit shall be PVC and of the same manufacturer as the conduit.

Warning tape shall be 6 inch wide, yellow polyethylene not less than 3.5 mils thick and shall be as manufactured by W. H. Brady Co., Seton Name Plate Co., Unitrust Corp., or approved equal. Warning tape shall display the following message:

**CAUTION CAUTION CAUTION  
BURIED ELECTRIC LINE BELOW**

**CONSTRUCTION METHODS:** Prior to any road construction, the contractor shall check existing conduit in anticipation of installing wires for new cameras. If the contractor is unable to pull wires as required, he shall notify the OWNER who may authorize installation of new conduit.

Underground conduit shall run in straight lines. Where deviation from a straight line becomes necessary, bends shall be of sufficient radius for the proper rodding and installation of cable. Changes in direction of runs exceeding a total of 10 degrees, either vertical or horizontal, shall be made of long sweep bends having a minimum radius of curvature of 25 feet, except that manufactured bends may be used at ends of runs, and then only at or close to the end of the run. The long sweep bends may be made up of one or more curved or straight sections and/or combinations thereof. Manufactured bends shall have a minimum radius of 36 inches where a larger radius cannot be used.

Conduit bends shall be carefully made to prevent distortion of the circular cross-section. No conduit run shall have more than the equivalent of three 90 degrees bends between pulling points. Changes in direction shall be made with bends, standards elbows and pull boxes.

The ends of all conduits shall be tightly plugged during construction until wires are to be pulled. Spare conduits shall be furnished with threaded caps, or removable, neoprene plugs.

Conduit shall be placed on a 6 inch bed of tamped sand.

Do not commence backfilling operations for trenches and structures until all conduit has been installed and approved, and the lengths and locations of all pipe and appurtenances have been recorded. Place an additional 6 inch bed of sand over conduit and backfill, tamping firmly in layers not exceeding six inches, compacting with hand rammers or mechanical tampers

A 2" x 6" untreated wooden plank shall be installed three inches above the conduit. Warning tape shall be installed twelve inches above the plank.

**MEASUREMENT AND PAYMENT:** Conduit shall be measured in the field prior to backfilling operations. Failure to allow ample time for the Engineer to make the required measurements will forfeit the Contractor's right-of-claim to any length of conduit other than that allowed by the Engineer. Payment

for PVC conduit shall be made for the number of linear feet of conduit installed as determined above at the contract unit price for item 801.300 as set forth in the Bid. Payment shall be full compensation for excavation and backfill; furnishing of tools; hardware; labor; materials including concrete, sand cover and warning tape; equipment; and all else incidental thereto.

**Payment Item**

801.300

3" PVC Electrical Conduit

Linear Feet

## **LOOP DETECTORS AND LEAD-IN WIRES**

**GENERAL:** This work shall consist of furnishing and installing loop detectors and lead-in wires in areas of resurfacing where the existing loops and lead-ins are removed due to excavation operations. The work shall be done by the CONTRACTOR to the satisfaction of the OWNER.

**MATERIALS AND METHODS:** The CONTRACTOR shall obtain an electrical permit from the City of Waltham Wire Inspector prior to construction. The CONTRACTOR shall notify the City of Waltham Wire Inspector 60 day's prior to start of work. All traffic signal equipment and related items (such as pavement markings and signs) shall be in place and permission obtained from the City of Waltham Wire Inspector prior to the traffic signal being turned on stop and go operation.

Before starting any installation work, the electrical CONTRACTOR shall furnish data sheets and shop drawings on the materials and methods to be used.

In advance of the loop detector installation, the CONTRACTOR shall mark, on site, the loop detectors with any changes required by field conditions such as manholes. The loop detector layout shall be inspected and approved by the OWNER before the loop detectors are installed.

Loop wire shall be encased in a protected plastic tubing of PVC or polyethylene plastic, IMSA 51-5, 0.25 inch outside diameter, and the wire may have cross-linked polyethylene insulation or it may have THHN/THWN insulation.

Splicing insulator shall be an approved re-enterable rigid body splice kit with a non-hardening sealing compound compatible with the wire insulation.

**Splice and Connection:** Splicing and connection shall be made in the pull box nearest the roadway loop sensor but not exceeding four loops per pull box. All loops included in a detector group as shown on the plans shall be spliced in a single pull box. Each lead and lead-in connector shall be stripped back and spliced using a pressure type wire connector applied with a crimping tool. Multiple loop sensors shall be identified as detailed on the plans.

Lead-in splicing shall be staggered to prevent contact with each other. Each crimped splice shall be soldered and insulated. The insulation material shall be heat-shrunked polyolefin. The shielded lead-in cable outer jacket and shield shall be stripped back sufficiently to ensure that the shield cannot come into contact with the spliced conductors. Follow the instructions of the kit manufacturer for this procedure when installing the re-enterable splice kit.

**NOTE WELL:** The above splice shall be done on the day of the loop wire installation to prevent the entrance of any moisture into the plastic tubing.

The lead-in conductors shall be connected to the appropriate terminals in the controller cabinet, by using crimped or soldered terminal ends. The heat source for soldering shall be electrical not exceeding 30W capacity.

**Testing of Loops:** The following test procedure shall be performed in the presence of the OWNER before and after the loop sensor is sealed in the pavement as detailed below. The cost of equipment, labor, and

materials to perform such testing and similar re-testing following repairs, replacement, or adjustment of any detector within the project area shall be included in the contract unit price for this Item.

After installation of wire loop sensors in the roadway and installation of shielded lead-in connecting the loop sensors to the controller cabinet each loop sensor and lead-in combination shall be tested (at the controller cabinet) for proper installation. The resistance from lead to lead of the same loop shall not exceed three ohms per one thousand feet as measured by a high quality meter suitable for measurements of low resistance in the range of 1 to 6 ohms.

A megohm meter test at 500 volts DC shall be made between the two leads of a loop/lead-in combination temporarily spliced together, but otherwise disconnected from all terminals, and the shield drain wire and the earth ground connection. These resistances shall be at least one hundred megohms.

A megohm meter test at 500 volts DC shall be made between lead-in shield and the earth ground rod. This resistance shall be at least one hundred megohms.

The meter used for these tests shall be checked for calibration each day of use by using a resistor block of plus or minus 5% resistors simulating loads of 1 megohm, 20 megohm and 100 megohms. The observed meter reading shall be plus or minus 10% of the nominal resistor load.

If any loop sensor and lead-in combination fails to pass any one of the four tests, it shall be repaired and then re-tested on two occasions at least two weeks apart and then shall pass on each re-test occasion. If the loop sensor lead-in combination does not pass all these re-tests, a new loop sensor and/or lead-in shall be installed, and shall pass these tests, at no additional cost.

After the above tests have been satisfactorily completed, all loop sensor/shielded lead-in inductance shall be measured and a written report of the results shall be filed with the OWNER and a copy stored with the "box prints" at the intersection.

**MEASUREMENT AND PAYMENT:** Measurement for loops furnished, installed and accepted by the OWNER shall be the nominal length of the loop detector and lead-in, not the length of wires. Payment for loop detectors and lead-in wires shall be made as determined above at the contract unit price for ITEM 819.837 as set forth in the Bid. Said price and payment shall be full compensation for furnishing and installing all detectors and lead-ins, all associated materials required, all testing of detectors after installation, and all else incidental thereto to complete the work within this item. All work shall be done to the satisfaction and the approval of the OWNER.

#### **Payment Item**

819.837	Loop Detectors with Lead-In Wires	Linear Foot
801.300	3" PVC Electrical Conduit	Linear Feet

## **TRAFFIC CAMERA**

**GENERAL:** This work shall consist of furnishing and installing traffic cameras on mast arms or traffic light poles in locations specified by the OWNER.

The CONTRACTOR shall obtain an electrical permit from the City of Waltham Wires Inspector prior to construction. The CONTRACTOR shall notify the City of Waltham Wires Inspector 60 days prior to start of work.

**EQUIPMENT:** The CMOS Presence Sensor shall be an all-in-one CMOS camera presence sensor. A COD camera shall not be allowed.

The CMOS camera and detection processor shall be contained within a single compact housing. It shall be housed in a discreet and esthetical enclosure of polycarbonate and fiber reinforced polyamide with integrated sunshield/rain visor. The unit dimensions (without mounting bracket) shall be round and no larger than 4' in diameter for minimal EPA impact on existing structures.

The unit shall weigh no more than 22 ounces (including mounting bracket, excluding cabling) for minimal loading impact on existing structures.

The power supply shall accept 12 to 26V AC or DC and the power consumption shall be less than 1.5W. It shall transmit the presence detection information to the traffic controller via four optically isolated open collector outputs. It shall have an RS485 interface for setup.

The unit shall come with a mounting bracket and 4 foot pig tail cable with a military style connector at the end. The unit shall have two available lenses; a 3.5 mm wide angle lens for a detection range of 0 to 80 feet and an 8 mm narrow angle lens for a detection range of 20 to 250 feet.

The unit shall be capable of mounting on mast arms, strain poles or on the tops of pedestal pole mounted signals. The unit shall have an ingress protection rating of IP67. The unit shall operate at a temperature range between -34°C and +80°C.

The unit shall be compliant with CE directive 89/336/EEC; product standard EN55022 class A and EN 50082-2 for Electromagnetic Compatibility (EMC); FCC: FCC part 15 class A; Shock & vibration NEMA II specs.



**MEASUREMENT AND PAYMENT:** Payment for the traffic camera related equipment will be made at the unit price for ITEM 819.840 as set forth in the Bid. Said price shall be full compensation for furnishing, installation and testing of all equipment, including all labor, tools and materials; for all mounting brackets, connectors and miscellaneous hardware and all else incidental to the satisfactory completion of the work within this item.

**Payment Items:**

819.840	Traffic Camera	Each
801.300	3" PVC Electrical Conduit	Linear Feet
819.850	Traffic Camera Related Equipment	Each
819.860	Sensor Cable	Linear Foot

## **TRAFFIC CAMERA RELATED EQUIPMENT**

**GENERAL:** This work shall consist of furnishing and installing traffic camera related equipment in locations specified by the OWNER. This item shall include all related equipment need to make the traffic cameras fully operational.

The CONTRACTOR shall obtain an electrical permit from the City of Waltham Wires Inspector prior to construction. The CONTRACTOR shall notify the City of Waltham Wires Inspector 60 days prior to start of work.

### **EQUIPMENT:**

#### **One Sensor Firmware& Software**

Sensor firmware & software shall provide presence detection for up to 8 zones. It shall provide video images for the exact positioning of the detection zones. It shall be simple to program via a laptop or ultra-portable PC. It shall provide both non-directional and directional detection in up to 4 directions, user-configured for each zone.

The sensor firmware shall be capable of being upgraded via the PC software. The PC software shall allow for setup of the unit, zone configuration, output assignment, detection verification via refreshing JPEG images (1 detection zone or complete camera image) and the download/upload of configuration data.

The PC software shall run on Windows XP Professional (SP1 and SP2), Windows XP Home, Windows 2000 Professional (SP3), Windows 98(1st and 2nd Editions), Windows NT 4.0 (SP6a) and Windows ME. The software shall require the Java Runtime Environment Version 1.4.0 or higher and this shall be packaged with the software bundle.

#### **One Quadruple Sensor Controller Interface Module**

The controller interface module (CIM) shall be no larger than 3.5"H x 7.5W x 2.5"D and weigh no more than 9oz. The CIM shall be DIN rail mountable. The CIM shall be able to interface to up to 4 CMOS presence sensors. One shall be required for up to 4 sensors. The CIM shall have sixteen green LED detection output indicators. The CIM shall provide optical isolation. The CIM shall have integral terminal blocks for power input, power output (to sensor) RS486 (from sensor), 16 detection outputs + common (to controller), one general error output + reference (to controller) and Shielding/Earth Ground.

The CIM shall have a USB port for the USB interface. The CIM housing shall be plastic. EMC: CE directive 891336/EEC; product standard EN55022 class A. FCC: FCC part 15 class A. Shock & vibration NEMA II specifications.

#### **One Cabinet Mount Detector Interface**

Where applicable, a shelf mount detector interface shall be installed in the cabinet. This interface shall allow the use of the existing shelf mount loop detector harness to facilitate communications from the CIM to the traffic controller. It shall have and military style connectors to match that of the shelf mount detector harness.

**One Sensor Mounting Hardware**

The mounting bracket shall be made from fiber reinforced polyamide. The mounting bracket shall be capable of being banded to a horizontal or vertical pole. The mounting bracket shall provide for at least 2 axes of rotational adjustment: pan and tilt.

**One Ultra-Portable PC Configuration**

Ultra-Portable Tablet PC with 512MB RAM, 40GB Hard drive. Windows XP Tablet Edition. 7" WVGA Widescreen Active Matrix TFT LCD Touch Screen or approved equal.

**MEASUREMENT AND PAYMENT:** Payment for the traffic camera related equipment will be made at the contract unit price for ITEM 819.850 as set forth in the Bid. Said price shall be full compensation for furnishing, installation and testing of all equipment, including all labor, tools and materials; for all mounting brackets and miscellaneous hardware and all else incidental to the satisfactory completion of the work within this item.

**Payment Items:**

819.850	Traffic Camera Related Equipment	Each
801.300	3" PVC Electrical Conduit	Linear Feet
819.840	Traffic Camera	Each
819.860	Sensor Cable	Linear Foot

### **SENSOR CABLE**

**GENERAL:** This work shall consist of furnishing and installing traffic camera sensor cable in locations specified by the OWNER.

The CONTRACTOR shall obtain an electrical permit from the City of Waltham Wires Inspector prior to construction. The CONTRACTOR shall notify the City of Waltham Wires Inspector 60 days prior to start of work.

**EQUIPMENT:** The sensor cable shall be housed within a single overall jacket. The sensor cable shall consist of two 22AVVG twisted pairs: one 22AWG twisted pair for RS485 communications and one 22AWG twisted pair for power (i.e. in total 4 wires plus shielding). The 22AWG twisted pairs shall be 7 stranded tinned copper and overall shielding. The 22AWG paired color coding shall be Green/Yellow for RS485 and Blue/Red for power. The 22AWG twisted pair shield shall be an alum poly foil with 100% coverage and the drain wire shall be 24AWG 7 strand tinned copper. The insulation thickness shall be 0.010". The cable shall be rated for 300V and -20 to 90 Degrees Celsius. The overall jacket shall be a 0.032" black PE with a nominal diameter of 0.25". There shall be a 4 foot pig tail at the CMOS camera with a military style connector on the opposite end of the CMOS camera. This MS connector shall be weatherproof.

**MEASUREMENT AND PAYMENT:** Payment for Sensor Cable will be made at the contract unit price for ITEM 819.860 as set forth in the Bid. Said price shall be full compensation for furnishing, installation and testing of all equipment, including all labor, tools and materials; miscellaneous hardware and all else incidental to the satisfactory completion of the work within this item.

#### **Payment Items:**

819.860	Sensor Cable	Linear Foot
801.300	3" PVC Electrical Conduit	Linear Foot
819.840	Traffic Camera	Each
819.850	Traffic Camera Related Equipment	Each

**SAFETY SIGNING**  
**FOR CONSTRUCTION OPERATIONS**

**GENERAL:** This work shall consist of furnishing, installing, maintaining, repositioning, removing and storing temporary signs for the protection of the traveling public and working personnel during construction and maintenance operations. The design, application and installation of such signs shall comply with the Massachusetts Manual on Uniform Traffic Control Devices, latest edition. All materials provided by the CONTRACTOR under this item shall remain the property of the CONTRACTOR upon completion of this project.

**MATERIALS AND METHODS:** Materials required under this section need not be new but must be in excellent condition. Any materials that in the judgment of the OWNER are unsatisfactory in appearance or performance shall be removed and immediately replaced by acceptable units at no additional cost to the City. Signs that are missing shall be immediately replaced by the CONTRACTOR at no additional cost to the City. Signs that are not consistent with the use of the roadway shall be removed or covered. All work shall be done by the CONTRACTOR and to the satisfaction of the OWNER.

Materials shall conform to Sections 828 and 840 of the Commonwealth of Massachusetts Standard Specifications except the plywood material shall conform to the following: Plywood sign panels shall be fabricated from five-ply 5/8" thick Medium Density Overlaid Exterior Type, A-B both sides surface in natural color and the whole conforming with the requirements and tests for the above as set forth in U. S. product Standard PS1-74 for Construction and Industrial Plywood. Plywood shall bear the grade trade mark of an approved testing agency. The entire sign face shall be reflectorized with reflective sheeting conforming to M9.30.0, type III of the Commonwealth of Massachusetts Standard Specifications.

Background sheeting shall be fluorescent orange. The maximum spectral radiance factor, in accordance with Section 5.1 of ASTM E991 for the fluorescence shall be 110% minimum for new signs and 60% minimum for weathered signs. Actual size and legend shall be determined by the OWNER.

**MEASUREMENT:** Measurement for safety signing shall be based on the square foot surface area of the signs. All measurements for safety signing shall be made in the field by the OWNER. Sign supports for safety signing are considered incidental to installation of the signs and there shall be no additional payment.

**PAYMENT:** Payment for Safety Signing for Construction Operations shall be made based on the square foot area as determined above at the Contract unit price for ITEM 850.221 as set forth in the Bid. Said price and payment shall be full compensation for furnishing, maintaining, repositioning, removing and storing signs, including all labor, equipment, tools, cement concrete, if required, and all else incidental to the satisfactory completion of the work within this item. All work is subject to approval by the OWNER.

**Payment Items**

850.221	Safety Signing for Construction Operations	Square Foot
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#### **4" TEMPORARY PAINTED LINE**

**GENERAL:** This work shall including temporary paint for traffic control following cold planing in locations required by the OWNER. The work to be done under these items shall conform to the relevant provisions of Section 860 of the 1988 MDPW Standard Specifications for Highways and Bridges, and the following:

**METHODS:** The layout shall be approved by the OWNER. Application shall be sufficient to last until the wearing course of pavement has been applied.

**MEASUREMENT:** Measurement for temporary painted lines shall be for the actual number of linear feet furnished and installed by the CONTRACTOR and accepted by the OWNER.

**PAYMENT:** Payment for temporary painted lines shall be for the actual linear feet as determined above at the contract unit price for ITEM 854.014 as set forth in the Bid. Said price and payment shall be full compensation for furnishing and placing of all materials, all tools, labor, equipment and all else incidental to the completion of the work. All work is subject to final approval and acceptance by the OWNER.

#### **Payment Items**

854.014	4" Temporary Painted Line	Linear Foot
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## **PAVEMENT ARROWS AND LEGENDS**

### **REFLECTORIZED THERMOPLASTIC**

**GENERAL:** The work to be done under these items shall conform to the relevant provisions of Section 860 of the 1988 MDPW Standard Specifications for Highways and Bridges, and the following:

**METHODS:** The layout of all necessary field controls by the CONTRACTOR of the several types of traffic line systems shall be approved by the OWNER. The width and spacing of stop lines and crosswalks shall be as indicated on the plans.

**MEASUREMENT:** Measurement for pavement arrows, legends, crosswalks, stop lines, chevrons and/or gore lines shall be for the actual square foot of area of material furnished and installed by the CONTRACTOR and accepted by the OWNER. Measurement for other thermoplastic lines shall be for the actual linear foot of material furnished and installed by the CONTRACTOR and accepted by the OWNER. All measurement shall be done in the field by the OWNER.

**PAYMENT:** Payment for arrows, legends, crosswalks, stop lines, chevrons and/or gore lines shall be for the actual square foot area as determined above at the contract unit prices for ITEMS 864.040 and 865.100 as set forth in the Bid. Payment for other thermoplastic markings shall be for the actual linear foot measurement as determined above at the contract unit prices for ITEMS 868.040 and 868.020 as set forth in the Bid. Said price and payment shall be full compensation for furnishing and placing of all materials, all tools, labor, equipment and all else incidental to the completion of the work within these items. All work is subject to final approval and acceptance by the OWNER.

### **Payment Items**

864.040	Pavement Arrows and Legends Reflectorized Thermoplastic	Square Foot
865.100	X - Walks and Stop Lines Reflectorized White (Thermoplastic)	Square Foot
868.040	4" Reflectorized Thermoplastic Line	Linear Foot



### **PORTABLE MESSAGE BOARD**

**GENERAL:** Portable message boards shall conform to the relevant provisions of Section 6F.52 of the Federal Highway Administration Manual on Uniform Traffic Devices. Message boards shall be solar powered, capable for displaying three alternating messages of three lines, eight characters per line.

**MEASUREMENT AND PAYMENT:** Measurement for each Portable Message Board shall be per day whenever boards are required and accepted by the OWNER. Payment for Portable Message Boards shall be as determined above at the contract unit prices for ITEM 870.000 as set forth in the Bid. Said price and payment shall be full compensation for furnishing equipment and programming, locating and relocating message boards as required by the OWNER. All work is subject to final approval and acceptance by the OWNER.

#### **Payment Items**

870.000	Portable Message Board	DAY
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## **TRAFFIC POLICE**

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

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

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

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

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

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

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

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

### **Payment Item**

999.001	Traffic Police	Per Dollar
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## APPEXDICES

### RESTRICTED STREETS

No work shall be performed on restricted streets between the hours of 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m.

Streets restricted are as follows

Bacon Street

Bear Hill Road

Beaver Street

High Street

Lexington Street

Linden Street

Main Street

Maple Street

Newton Street

Pine Street

Prospect Street

River Street

Second Avenue

Smith Street

South Street

Stow Street

Totten Pond Road

Trapelo Road

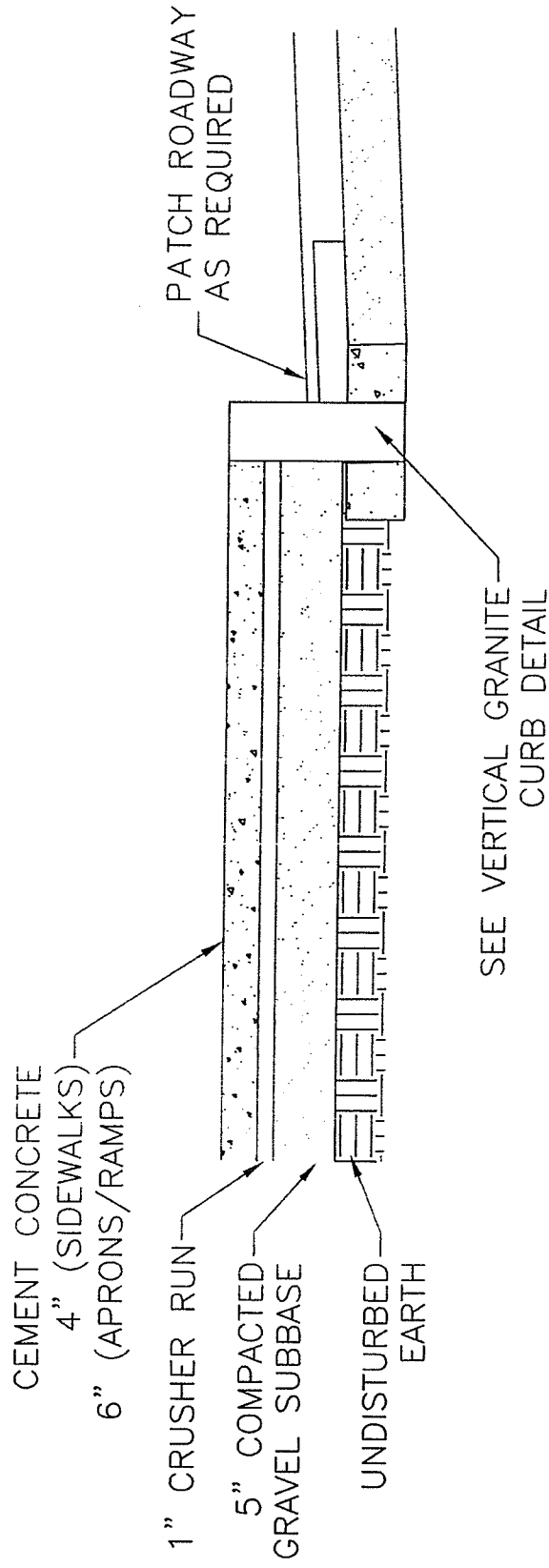
Waverly Oaks Road

Weston Street

Winter Street

Wyman Street

# ***DRAWINGS***



## SIDEWALK CROSS-SECTION



FIGURE NAME:

4" / 6" CEMENT CONCRETE SIDEWALK

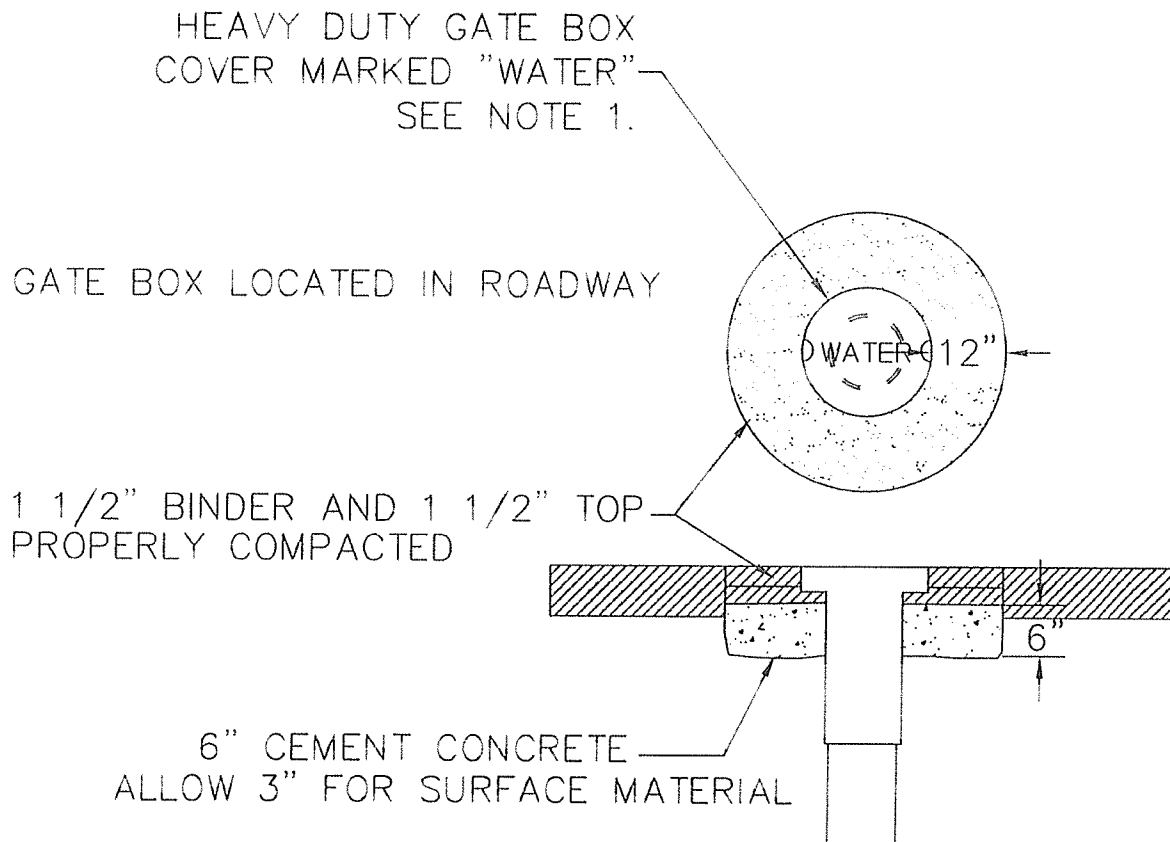
SCALE:

NOT TO SCALE

CITY OF WALTHAM, MA. - ENGINEERING DEPARTMENT  
STANDARD DETAILS

REV. DATE:

3/30/2011



NOTES:

1. VALVE BOX COVER SHALL BE EJ PRESCOTT  
PRODUCT NO.45005 600 OR APPROVED EQUAL.
2. VALVE BOX SHALL BE TWO-PIECE, CAST IRON  
SLIDING TYPE, WITH TOP FLANGE VALVE BOX  
AND BELL SECTION BASE.

## GATE BOX COLLAR DETAIL

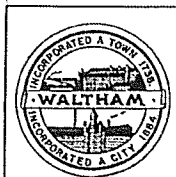


FIGURE NAME:

WATER GATE BOX COLLAR DETAIL

SCALE:

NOT TO SCALE

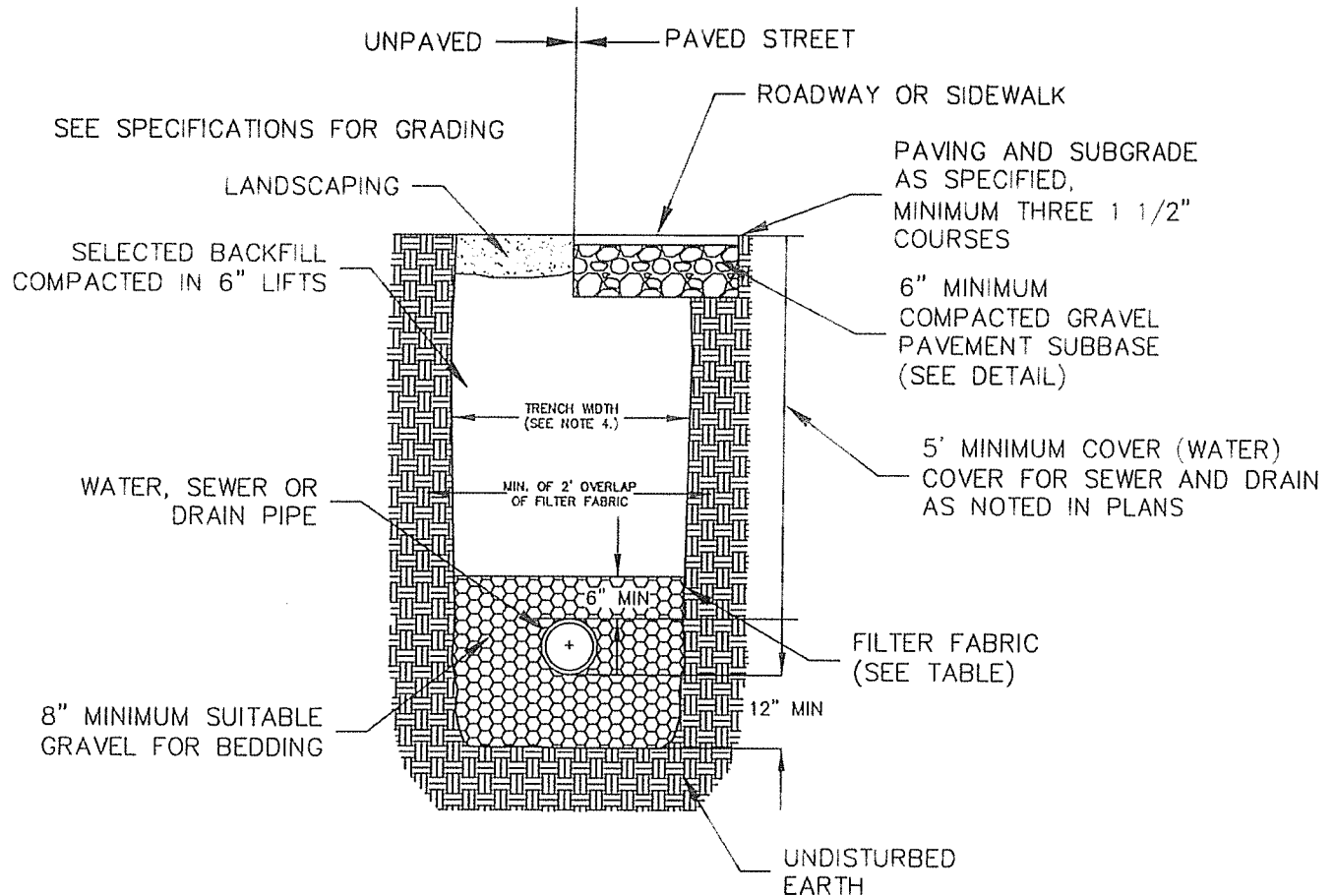
CITY OF WALTHAM, MA. – ENGINEERING DEPARTMENT  
STANDARD DETAILS

REV. DATE:

3/30/2011

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NOTES:

1. ALL TRENCHES MUST BE JETTED OR PUDDLED AS REQUIRED BY THE ENGINEER.
2. PRIOR TO FINISHING PAVING, CUT SQUARE EDGES AT EXISTING PAVEMENT, AT LEAST 6 INCHES BEYOND OUTERMOST DISTURBED PAVEMENT.
3. NO LEDGE TO BE WITHIN 6" OF PIPE.
4. TRENCH WIDTH:


LEDGE: OUTSIDE DIAMETER OF PIPE PLUS 2 FEET

EARTH: GREATER OF LEDGE VALUE OR 3 FEET (OR AS DETERMINED BY THE ENGINEER)

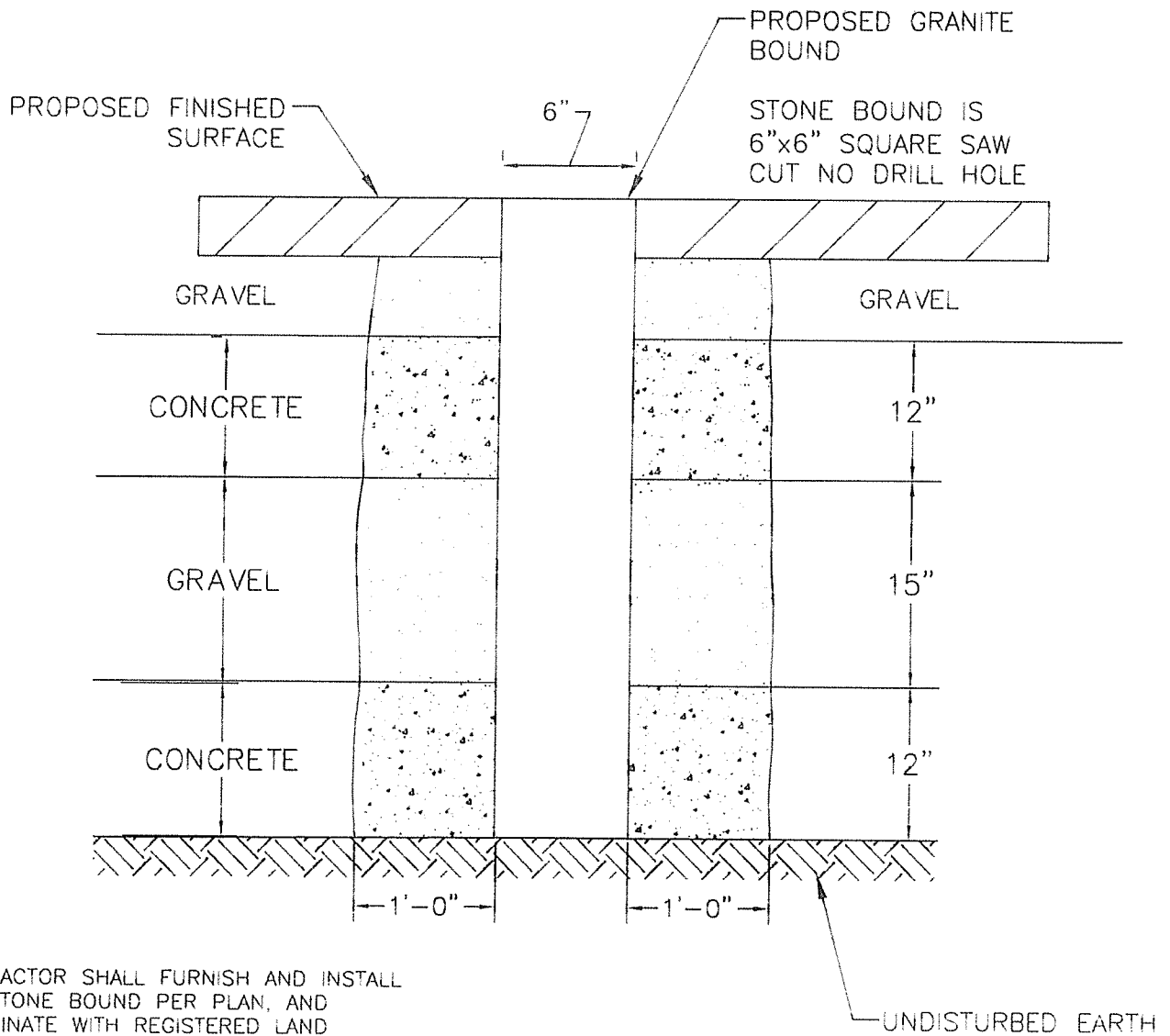
FILTER FABRIC USE

	SOIL TYPE	
	SILT OR CLAY	GRANULAR SOIL
ABOVE GROUND WATER	FILTER FABRIC NOT REQUIRED	FILTER FABRIC NOT REQUIRED
BELOW GROUND WATER	FILTER FABRIC REQUIRED	FILTER FABRIC NOT REQUIRED

## WATER, SEWER, AND DRAIN TRENCH DETAIL

	FIGURE NAME:	TRENCH DETAIL	SCALE:	NOT TO SCALE
	CITY OF WALTHAM, MA. — ENGINEERING DEPARTMENT STANDARD DETAILS		REV. DATE:	3/30/2011





**NOTES:**

1. CONTRACTOR SHALL FURNISH AND INSTALL NEW STONE BOUND PER PLAN, AND COORDINATE WITH REGISTERED LAND SURVEYOR FOR EACH LOCATION.
2. DRILL HOLES SHALL BE SET BY REGISTERED PROFESSIONAL LAND SURVEYOR.

## STONE BOUND DETAIL

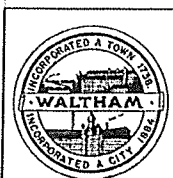


FIGURE NAME:

STONE BOUND DETAIL

SCALE:

NOT TO SCALE

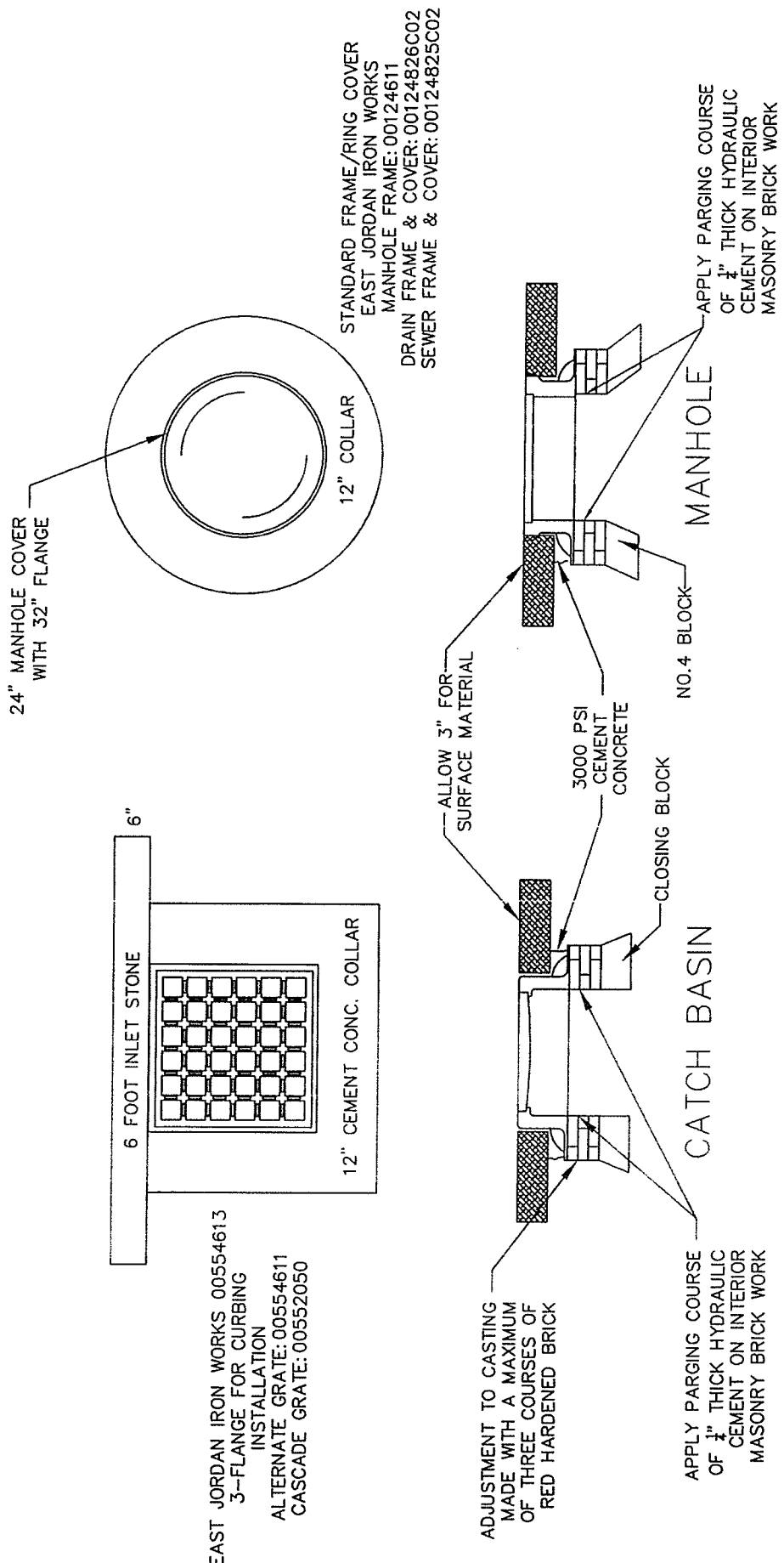
CITY OF WALTHAM, MA. – ENGINEERING DEPARTMENT  
STANDARD DETAILS


REV. DATE:

3/30/2011

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	<p>FIGURE NAME: FRAMES, GRATES &amp; CONCRETE COLLARS DETAIL</p>	<p>SCALE: NOT TO SCALE</p>
	<p>CITY OF WALTHAM, MA. - ENGINEERING DEPARTMENT STANDARD DETAILS</p>	<p>REV. DATE: 3/30/2011</p>

