
FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****ADDENDUM NO. 1
SUMMARY OF CHANGES**

The following is a list summarizing the changes made to the Specifications in preparing Addendum No. 1 for the Ware River Secondary Culvert Replacements at MP 19.84 & MP 19.96. Modifications were made to the following:

1. Specifications Section 01 – Notice to Bidders

- A. Reference to existing 8” Corrugated Metal Pipe (CMP) changed to existing 18” CMP
- B. Substantial Completion date extended to Sunday, November 30, 2025.
- C. Replace entire section with section from Addendum No 1.

2. Specifications Section 02 – Project Description

- A. Reference to existing 8” diameter corrugated metal pipes in first line of section changed to existing 18” diameter corrugated metal pipes
- B. Replace entire section with section from Addendum No 1.

3. Specifications Section 04 – Project Bid Schedule

- A. Substantial Completion date extended to Sunday, November 30, 2025
- B. Replace entire section with section from Addendum No. 1.

4. Specifications Section 05 – Bid Form

- A. Substantial Completion date extended to Sunday, November 30, 2025 as shown on page 1
- B. Bid item No. 6 on page 4, Reference to existing 8” twin corrugated metal pipes in first sentence of bid item changed to existing 18” twin corrugated metal pipes.
- C. Bid item No. 8 on page 5, any reference to 48 inch culvert corrected to 24 inch culvert
- D. Bid item No. 9 on page 6, reference to 24 inch corrected to 48 inch in item title
- E. Bid item No. 14 on page 9 deleted in it’s entirety as no wetland replication is required by permits in hand
- F. Bid item No. 15 on page 10 renumbered to Bid item No. 14

G. Summation of Bid Items 1-15 label on page 11 relabeled as Summation of Bid Items 1-14.

H. Replace entire section with section from Addendum No. 1.

5. Specifications Section 09 – Train Operations Schedule

A. Verbiage added to indicate 6-day work window to utilize available weekend days.

B. Replace entire section with section from Addendum No. 1

END OF SECTION

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****NOTICE TO BIDDERS**

The Massachusetts Department of Transportation Rail and Transit Division (MassDOT or Owner) is seeking Contractors to submit an electronic Bid for the Ware River Secondary Culvert Replacements at MP 19.84 & MP 19.96 Project. The project consists of work to remove and reconstruct two (2) railroad culvert crossings on the Ware River Secondary as follows:

- Removal and disposal of existing twin 8²/₈" round corrugated metal culvert at MP 19.84;
- Furnishing and installing 24" round Class V Reinforced Concrete Pipe (RCP) culvert with precast concrete wingwall and permanent steel sheeting support wall at MP 19.84;
- Removing, resetting, surfacing and aligning track;
- All other work associated with the Culvert Replacement at MP 19.84 as described in the Project Description and Scope of Work sections of the bid documents
- Removal and disposal of existing 36" x 36" stone box culvert at MP 19.96;
- Furnishing and installing 48" round Class V Reinforced Concrete Pipe (RCP) culvert with precast concrete wingwalls at MP 19.96;
- Removing, resetting, surfacing and aligning track;
- All other work associated with the Culvert Replacement at MP 19.96 as described in the Project Description and Scope of Work sections of the bid documents

Bid Submission

Proposals for the following project will be received through the internet using COMMBUYS until the date and time stated below. Apparent bid results indicating Bidders and total bid prices will be posted on www.commbuys.com shortly after the bid submission deadline.

Bidders must have, or register for, a COMMBUYS account in order to bid on this project. If Bidders are not currently registered with COMMBUYS, it is recommended that Contractor register with COMMBUYS at least seven-days prior to the scheduled bid opening. See the Advisory to Prospective Bidders included with this notice for guidance on how to submit bids on COMMBUYS.

Bids for the **Ware River Secondary Culvert Replacements at MP 19.84 & MP 19.96 Project** will be accepted by MassDOT Rail & Transit Division using COMMBUYS **until 2:00 PM, Tuesday, July 1, 2025.**

Bids will be considered, and the contract awarded in accordance with statutes governing such contracts under Massachusetts General Laws Chapter 30 § 39M.

All bids shall be accompanied by a Bid Bond in the amount of 5% of the bid.

This project is subject to the schedule of prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development, and the Division of Occupational Safety.

This project has an MBE/WBE participation goal of **6%** for the work performed under this Contract.

All Contractors and Subcontractors working on the Railroad Right-of-Way (RoW) must have an approved Drug and Alcohol testing plan in compliance with all statutes and regulations administered by the Federal Railroad Administration (FRA) in implementing the required 49 CFR Part 219 Drug and Alcohol Program. Contractors are required to submit their approved Drug and Alcohol Testing Program along with their bids.

Bidders must be prequalified by the MBTA in Class 1 – General Transit Construction, and/or in Class 3 – Trackwork for a \$1.32 million contract value. Bidders must be registered with COMMBUYS in order to bid on this project.

Bidders must provide a list of projects of similar size and scope and references for three of those projects as identified in the Bid Form section of the Contract Documents. Any subcontractors used on this project are to be submitted to MassDOT for approval.

Pre-Bid Meeting

The Pre-Bid Meeting will be on **Wednesday, June 18, 2025 at 10:00 AM at the Hardwick Municipal Office Building located at 307 Main St., Hardwick, MA 01031.** A site inspection or inspections will be scheduled and conducted starting immediately following the pre-bid meeting.

Attendance at both the pre-bid meeting and site inspection is mandatory for all prospective bidders.

All attendees accessing Railroad RoW must have the proper Personal Protection Equipment (PPE) required by MCER including reflective vest, hardhat, safety glasses and safety toed boots.

Bid Documents

Bid Documents will be posted on www.commbuys.com. Electronic versions of the Contract Documents are only available through the COMMBUYS website. The Contract Plans and Specifications will be available on or about Wednesday, June 11, 2025 after 2:00PM EDT.

Additional electronic copies may be made available at the Pre-Bid Meeting.

Bid Questions

Questions from prospective bidders concerning the Bid Package are due by **4:00 pm on Monday, June 23, 2025.** Contractor Questions must be submitted through Contractor portal on COMMBUYS for this project. Any questions received after this time will not be considered for review. It is requested that prospective bidder questions also be sent via email to: Chalita.Belfield@dot.state.ma.us and cc'd to Edward.Pontes@jacobs.com. MassDOT and Owner's Consultants will provide answers to questions **by 4:00 PM on Thursday, June 26, 2025.**

Successful Bidder

Successful Bidder will be the lowest responsible and eligible bidder as determined by MassDOT based on ability to complete the entire Ware River Secondary Culvert Replacements at MP 19.84 & MP 19.96 project by **Monday, September 30, 2025-Sunday November 30, 2025,** as described in the Project Description and Scope of Work sections of the bid documents.

MassDOT Rail & Transit Division reserves the right to reject any or all Bids, to delete any Bid Items from the Contract or proceed to do any of the work otherwise, as may be deemed to be in the best interest of MassDOT.

END OF SECTION

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****PROJECT DESCRIPTION**

The Project work consists of the removal and disposal of the existing twin **8"18"** diameter corrugated metal pipes and furnishing and installation of a 24" Class V reinforced concrete pipe (RCP) culvert with precast wingwall, driven steel sheeting support wall and appurtenances at MP 19.84 in Gilbertville, MA. The project also involves removal and disposal of the existing 36" x 36" stone box culvert at MP 19.96 and the furnishing and installation of a 48" Class V reinforced concrete pipe (RCP) culvert, precast concrete wingwalls and appurtenances at MP 19.96 in Gilbertville, MA.

The Ware River Secondary Track is owned by the Commonwealth of Massachusetts Department of Transportation (MassDOT or Owner) and is inspected, operated and maintained by Massachusetts Central Railroad, LLC (MCER or Railroad) under contract. The Ware River Secondary Track currently operates at speeds vary from 10 to 30 MPH.

This work includes, but is not limited to: installation and removal of any Contractor required temporary shoring and excavation support; installation of erosion control system; construction of coffer dams, water diversion and temporary work area dewatering systems; removal and stockpiling of existing track (for re-installation) if required by Contractor means and methods; excavating/stockpiling and wasting of excavated material along railroad right-of-way; removal and disposal of existing culvert; placement/preparing crushed stone base; design, furnish and installation of new RCP Class V culverts, installation of precast concrete wingwalls and driven steel sheeting support wall; backfill and compaction of culverts; grading; preparation of subgrade and ballast; re-installing previously removed track material if required by Contractor's means and methods; ballast and tamping and clean-up of materials.

The work sequence includes, but is not limited to:

1. Perform pre-construction survey.
2. Furnish, install and maintain erosion control measures and maintain and replace protection items.
3. Furnish, install and maintain coffer dams, temporary dewatering systems, and diversion pumps.
4. Remove and stockpile existing track for re-installation (if required by the Contractor's excavation means and methods).
5. Remove and dispose of existing twin corrugated metal pipes culvert at MP 19.84 and existing stone box culvert at MP 19.96.
6. Excavate, stockpile for reinstall and/or and waste excavated track bed and subgrade material along railroad right-of-way at a designated location as identified in the field during excavation by the MassCentral Railroad Inspector.
7. Remove and stockpile all existing rip rap stone for reuse at both culvert locations.
8. Furnish and install compacted crushed stone bedding course on undisturbed substrate for culverts.
9. Furnish and install new 24" RCP Class V culvert, with precast concrete wingwall and driven steel sheeting support wall at MP 19.84
10. Furnish and install new 48" RCP Class V culvert, with precast concrete wingwalls at MP 19.96.
11. Backfill and compact new culverts.
12. Backfill and fine grade embankments.

13. Furnish and install and tamp track ballast.
14. Reinstall track previously removed as part of excavation (if required by the Contractor's excavation means and methods), install ballast, and surface replacement of the impacted track areas.
15. Ballast, surface, line and tamp the existing and reconstructed track areas.
16. Restore any disturbed adjacent surface ground areas adjacent to the culvert excavation areas to match pre-disturbed conditions.
17. Remove coffer dams, temporary dewatering systems, and erosion control measures.
18. Furnish, install and compact rip rap stone pads at new culvert ends and stone revetment protection along the embankment toe of slopes to limits as shown in the plans
19. Restore and clean up materials from railroad right-of-way and any access areas disturbed during construction activities.
20. Perform as built survey.

Contractor shall coordinate work windows and train moves with MassCentral Railroad directly.

Contractor shall submit a Construction Schedule, Traffic Management Plans and Sequencing Plans to Owner and Railroad for review and approval before commencing work.

END OF SECTION

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****PROJECT BID SCHEDULE**

Bids for the Ware River Secondary Culvert Replacements located at MP 19.84 and MP 19.96 will be accepted by MassDOT Rail and Transit Division electronically through the internet using COMMBUYS until **2:00 PM, Tuesday, July 1, 2025.**

Bidders must have, or register for, a COMMBUYS account in order to bid on this project. If Bidders are not currently registered with COMMBUYS, it is recommended that Contractor register with COMMBUYS at least seven-days prior to the scheduled bid opening.

Bid Documents will be posted on www.commbuys.com. Electronic versions of the Contract Documents are only available through the COMMBUYS website. Contract Plans and Specifications will be available on COMMBUYS on or about Wednesday, June 11, 2025.

A Pre-Bid Meeting and Site Inspection are scheduled for **Wednesday, June 18, 2025 at 10:00 AM.** A short meeting will be held at the Hardwick Municipal Office Building located at 307 Main St., Hardwick, MA 01031. A site tour of the culvert crossings will be conducted by Owner, Owner's Consultants and MCER staff immediately following the meeting.

Attendance at both the pre-bid meeting and on-site inspection is mandatory for all prospective bidders. All attendees who will be accessing Railroad R-O-W must have the proper Personal Protection Equipment (PPE) required by MCER including reflective vest, hardhat, safety glasses and safety toed boots.

Questions from prospective bidders concerning the Bid Package are due by **4:00 pm on Monday, June 23, 2025.** Contractor Questions must be submitted through Contractor portal on COMMBUYS for this project. Any questions received after this time will not be considered for review. It is requested that prospective bidder questions also be sent via email to: Chalita.Belfield@dot.state.ma.us and cc'd to Edward.Pontes@jacobs.com. MassDOT and Owner's Consultants will provide answers to questions **by 4:00 PM on Thursday June 26, 2025.**

The apparent successful bidder will receive notification of their status on **Thursday, July 3, 2025,** and pending approval by Owner, Notice to Proceed (NTP) would be anticipated by **Friday, July 25, 2025.** The construction work for the culvert replacements located at MP 19.84 and at MP 19.96 on the Ware River Secondary in Gilbertville, MA must be substantially completed by **Tuesday, September 30, 2025 Sunday, November 30, 2025.**

Culvert Crossings on the Ware River Secondary are located at:

- Gilbertville, Massachusetts – MP 19.84
- Gilbertville, Massachusetts – MP 19.96

Contractors are reminded that the Ware River Secondary is an active freight rail corridor. Train Operations are dictated by MCER & CSX freight trains and customer needs. Every effort will be made by Railroad to

accommodate Contractor in accessing the sites to perform the work. Contractor should refer to the Train Operation Schedule and available work window information.

Please note the production and equipment requirements specified in the Scope of Work as these have a direct effect on meeting the project schedule. In addition, please note that there are track materials which will need to be supplied by Contractor as part of this project. Material requirements are included as part of the full set of Bid Documents.

END OF SECTION

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****BID FORM**

The undersigned, identified as Bidder, declares that Bidder has carefully reviewed and examined the Contract Documents including Notice to Bidders, Project Description, Scope of Work, Project Bid Schedule, Bid Form, MBE or WBE Participation and Letter of Intent Documents, Change Order Form, Train Operations Schedule, Technical Specifications, Special Conditions, Track Charts, General Conditions, Schedule of Prevailing Wage Rates, Supplemental Conditions, Roadway Worker Protection Manual and On-Track Safety Program for Massachusetts Central Railroad, MCER procedures for the Installation, Adjustment, Maintenance and Inspection of CWR, Contract Plans and other supporting documents (including Addenda thereto), and that Bidder has examined the site(s) upon which the Project Work is to be performed.

After review of all Contract Documents and attesting to understanding and acceptance of same, the undersigned Bidder proposes to furnish all necessary labor, materials (other than those materials stipulated in the Special Conditions as being furnished by Owner), equipment, machinery and tools required to complete the Work as described and specified in the Contract Documents. Bidder understands and agrees that current prevailing wage rates are to be paid in accordance with applicable laws, the Contract General Conditions, and as set forth in this Bid Form.

The undersigned agrees, if awarded the Contract, to substantially complete the Work for the Ware Secondary Culverts Replacements at MP 19.84 & MP 19.96 by ~~September 30, 2025~~ **November 30, 2025**.

This proposal includes a Bid Deposit in the amount of 5% of the Total Amount of Bid identified herein.

In submitting this Bid, Bidder represents that:

1. Bidder has examined copies of all the Contract Documents, including the Addenda thereto:
2. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary to complete this Bid and carry out the Work in accordance therewith.
3. The Bid is based on the prevailing wage rates identified for the Work to be performed as set forth in the Contract Documents, and as required by applicable laws.
4. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation; the Bid is not submitted in conformity with any agreement of rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for Bidder any advantage over any other Bidder.

The undersigned further agrees to perform the Work in its entirety in accordance with the Contract Documents within the prescribed time, and to the total and complete satisfaction of Owner (in consultation with their Authorized Representatives), at the identified Unit Prices and Lump Sum Amounts as set forth below:

1. Pre-Construction Survey and As-Built Plans

Bid price to complete all pre-construction survey, survey plans and As-Built plans necessary for the work associated with the Ware Secondary Culvert Replacements in accordance with the Scope of Work, Technical Specifications, Special Conditions, General Conditions, MassDOT MW-1 and AREMA Standards.

Pre-Construction Survey and As-Built Plans

Lump Sum Price Bid Item #1 _____ (_____.
Written in Words In Figures

2. Furnish/Install/Maintain and Removal of Erosion Control Measures

Bid price to furnish, deliver, install, maintain and remove new, silt fence and straw bale or compost filter tubes, and other erosion control measures. Bid price also includes measures to protect and maintaining the adjacent wetland areas. All work shall be in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions and AREMA Standards. Price is to include all labor, material, equipment, machinery and tools necessary to furnish/install/maintain and removal of erosion control measures and protect wetland and embankment areas, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Clearing and Grubbing shall be considered incidental to Bid item #2.

Furnish/Install/Maintain and Removal of Erosion Control Measures

Lump Sum Price Bid Item #2 _____ (_____.
Written in Words In Figures

(Remainder of Page Intentionally Left Blank)

3. Design, Furnish, Install, Maintain and Removal of Cofferdams and Temporary Dewatering and Diversion Pump Systems

Bid price to design, furnish, install, maintain and remove coffer dams, and temporary dewatering systems in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions and all Federal and State DEP Regulations. Bid price shall include design and submittal of proposed plans for coffer dams and temporary dewatering systems, and all labor, materials, equipment, machinery and tools necessary to furnish/install/maintain/remove coffer dams and dewatering systems, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Design, Furnish, Install, Maintain, and Remove Cofferdams and Temporary Dewatering and Diversion Pump System

Lump Sum Price Bid Item #3 _____ (_____.
Written in Words In Figures

4. Removal, Storage and Reinstallation of Existing Jointed Track

Bid Price to remove, store, and reinstall existing rail, ties and other track material as needed to facilitate the removal and installation of the culvert, including: preparation of the track bed; and reinstallation of the ties, rail and other track material, and all incidental work necessary to reinstall the track in accordance with the Scope of Work, Technical Specifications, Special Conditions, General Conditions, MassDOT MW-1 and AREMA Standards. Bid Price shall include all labor, material, equipment, machinery and tools necessary for to remove, store and reinstall track to the pre-construction line and grade, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Removal, Storage and Reinstallation of Existing Jointed Track

Lump Sum Price Bid Item #4 _____ (_____.
Written in Words In Figures

(Remainder of Page Intentionally Left Blank)

5. Excavate, Stockpile, and Reinstall or Waste Up to 600 Cubic Yards (CY) Existing Trackbed and Subgrade Material at Locations of the New Culverts

Bid price to excavate, stockpile, and reinstall or waste existing track ballast, trackbed and subgrade material at the locations of the new RCP culverts as shown on the Contract Plans and as specified in the Scope of Work, Technical Specifications, and Special Conditions. Bid Price shall include all labor, material, equipment, machinery and tools necessary for the excavation, stockpiling, and reinstallation or wasting of existing track ballast, trackbed and subgrade material, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Excavate, Stockpile, and Reinstall or Waste Existing Trackbed and Subgrade material

Unit Price (per CY of Excavation) _____ (_____.
Written in Words In Figures

Total Price Bid Item #5 (Unit Price X 600) _____ (_____.
Written in Words In Figures

6. Removal and Disposal of Existing Culverts at MP 19.84 and MP 19.96

Bid Price to include excavation of overburden material and the removal, transportation and disposal of existing **8"18"** twin corrugated metal pipes culvert at MP 19.84 and also the 36" square stone box culvert structure at MP 19.96 in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions, and MassDOT MW-1. Bid Price shall include all labor, material, equipment, machinery and tools necessary for to remove and dispose of existing culvert structure as necessary, remove and legally dispose of the internal pipe sediments (if any), and for all other incidentals required to finish the work, complete and accepted by Engineer.

Removal and Disposal of Existing Culverts at MP 19.84 and at MP 19.96

Lump Sum Price Bid Item #6 _____ (_____.
Written in Words In Figures

(Remainder of Page Intentionally Left Blank)

7. Furnish and Install up to 100 Tons (TON) of ¾" Crushed Stone Base for Culverts

Bid price to furnish, deliver, install, grade and compact up to 100 TON of ¾" crushed stone base course on existing undisturbed subsoils to provide the bedding for the new reinforced concrete pipe culvert as shown on the Contract Plans. Furnish and install crushed stone base shall be in accordance with the Scope of Work, Technical Specifications, Special Conditions, General Conditions, MassDOT MW-1 and AREMA Standards. Bid price shall include all labor, material, equipment, machinery and tools necessary to furnish, install, grade and compact new crushed stone base, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Furnish and Install ¾" Crushed Stone Base

Unit Price (per TON) _____ (_____.
Written in Words In Figures

Total Price Bid Item #7 (Unit Price X 100) _____ (_____.
Written in Words In Figures

8. Furnish and Install 29 Linear Feet (LF) of New 24 Inch Class V Reinforced Concrete Pipe (RCP) Culvert and 1 Each (EA) Precast Concrete Headwall/Wingwall

Bid Price to include furnishing and installation of the new 24-inch Class V RCP culvert and 1 precast concrete headwall/wingwall complete at MP 19.84, including backfill and compaction of re-usable excavated material or gravel borrow. Installation of 24" RCP culvert and 1 headwall/wingwall shall be in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions, MassDOT MW-1 and AREMA Standards. Bid Price shall include all labor, material, transportation, equipment, machinery and tools necessary to furnish and install 24" Class V RCP culvert with 1 headwall/wingwall, including backfill and compaction of re-usable excavated material or gravel borrow and for all other incidentals required to finish work, complete and accepted by Engineer.

Furnish and Install 29 LF of New 4824 Inch Class V RCP Culvert and 1 EA Precast Concrete Headwall/Wingwall

Unit Price (per LF RCP Culvert) _____ (_____.
Written in Words In Figures

Subtotal RCP (Unit Price X 29) _____ (_____.
Written in Words In Figures

Unit Price (per EA Headwall/Wingwall) _____ (_____.
Written in Words In Figures

Subtotal Headwall/Wingwalls (Unit Price X 1) _____ (_____.
Written in Words In Figures

Total Lump Sum Price Bid Item #8 _____ (_____.
Written in Words In Figures

9. Furnish and Install 34 Linear Feet (LF) of New 24-48 Inch Class V Reinforced Concrete Pipe (RCP) Culvert and 2 Each (EA) Precast Concrete Wingwalls

Bid Price to include furnishing and installation of the new 48-inch Class V RCP culvert and 2 precast concrete headwalls/wingwalls at MP 19.96, including backfill and compaction of re-usable excavated material or gravel borrow. Installation of 48" RCP culvert and 2 headwalls/wingwalls complete shall be in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions, MassDOT MW-1 and AREMA Standards. Bid Price shall include all labor, material, transportation, equipment, machinery and tools necessary to furnish and install 48" Class V RCP culvert with 2 headwalls/wingwalls, including backfill and compaction of re-usable excavated material or gravel borrow and for all other incidentals required to finish work, complete and accepted by the Engineer.

Furnish and Install 34 LF of New 48 Inch Class V RCP Culvert and 2 EA Precast Concrete Headwalls/Wingwalls

Unit Price (per LF RCP Culvert) _____ (_____.)
Written in Words In Figures

Subtotal RCP (Unit Price X 34) _____ (_____.)
Written in Words In Figures

Unit Price (per EA Headwall/Wingwall) _____ (_____.)
Written in Words In Figures

Subtotal Headwalls/Wingwalls (Unit Price X 2) _____ (_____.)
Written in Words In Figures

Total Lump Sum Price Bid Item #9 _____ (_____.)
Written in Words In Figures

(Remainder of Page Intentionally Left Blank)

10. Furnish and Install 50 (LF) of 25 foot deep Steel Sheeting for Permanent Culvert Support Wall

The purpose of this **Bid Item** is to identify the need to install permanent driven interlocking steel sheeting to both support the discharge end of the new 24" RCP pipe culvert at MP 19.84 and to allow for the restoration of the full width shoulder and embankment slope on this side of the track. It shall be designed by the contractor's structural engineer and shall be reviewed and approved by the Owner's Engineer for acceptance prior to installation. The cost of the contractor design shall be included in this Lump Sum price for this item. The installation of this steel sheeting as shown in the Contract Plans and as described in the Scope of work and Contract documents shall be completed to the inspection and approval of the Owner's Engineer.

Bid price to furnish and install up to 50 feet in the configuration shown in the contract plans as directed by the Owner's representative or Railroad in the field. Steel Sheeting installation shall be as specified in MassDOT Standard Technical and Material Specifications. Bid price shall include all labor, material, equipment, machinery and tools necessary to install the interlocking steel sheeting, torch cutting to accommodate the 24inch diameter pipe opening in the steel and for all other incidentals required to finish the work, complete and accepted by Engineer.

Bid Price to Furnish and Install driven Interlocking Steel Sheeting

Furnish and Install interlocking steel sheeting

Unit Price (per LF Steel Sheeting) _____ (_____.)
Written in Words In Figures

Total LS Price Bid Item #10

Up to (Unit Price X 50) _____ (_____.)
Written in Words In Figures**(Remainder of Page Intentionally Left Blank)**

11. Furnish, Deliver, Install and Compact Up to 60 Tons (TON) Armored Stone

Bid price to furnish, deliver and install up to 60 TON of armored stone at culvert ends and along embankment slopes as specified in the Scope of Work, Technical Specifications and Special Conditions. Bid Price shall include all labor, material, transportation, equipment, machinery and tools necessary to furnish/install and compact new rip rap at culvert ends, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Furnish, Deliver, Install and Compact Up to 60 Tons (TON) Armored Stone

Unit Price (per TON) _____ (_____.
Written in Words In Figures

Total Price Bid Item #11 (Unit Price X 60) _____ (_____.
Written in Words In Figures

12. Furnish and Install (F&I) up to an Additional 200 Tons (TON) New Stone Ballast

The purpose of this **Bid Item is to meet any possible additional stone ballast requirements beyond the quantity that is temporarily removed and stockpiled by the contractor as is specified in the Scope of Work and Contract Plans** or otherwise stated in the Contract Bid Documents. The installation of stone ballast as shown in the Contract Plans shall meet the final inspected acceptance of the Railroad and the Owner's Engineer.

Bid price to furnish, deliver, distribute and install up to 200 TON of additional new AREMA #4 stone ballast as directed by the Owner's representative or Railroad in the field. Ballast installation shall be as specified in the Scope of Work, Technical Specifications and Special Conditions, General Conditions, MassDOT MW-1 and AREMA Standards. Bid price shall include all labor, material, equipment, machinery and tools necessary to Furnish and Install additional New Stone Ballast, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Bid Price to Furnish and Install (F&I) Additional New Stone Ballast

Unit Price (per TON Ballast) _____ (_____.
Written in Words In Figures

Total Price Bid Item #12
Up to (Unit Price X 200) _____ (_____.
Written in Words In Figures

(Remainder of Page Intentionally Left Blank)

13. Mobilization / Demobilization

Bid Price to Mobilize equipment, material and labor resources as required to perform the Work at Ware River Secondary Culvert Replacements at MP 19.84 & MP 19.96 in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions, MassDOT MW-1 and AREMA Standards. Bid Price to include demobilization of all Contractor resources upon completion of the Work.

(Note – Total mobilization/demobilization price must be less than 5% of the Contract Total Price)

Mobilization/Demobilization.

Lump Sum Price Bid Item #13 _____ (_____.
Written in Words In Figures

14. Wetland Mitigation Replication

Bid Price to include furnishing and installing wetland mitigation plantings in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions and AREMA Standards. Bid price shall include all labor, material, equipment, machinery and tools necessary to furnish and install the wetland mitigation plantings in place in a stable fashion to assure resistance to tidal action and loss due to erosion, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Furnish and Install Wetland Mitigation Replication

Lump Sum Price Bid Item #14 _____ (_____.
Written in Words In Figures

(Remainder of Page Intentionally Left Blank)

15. ~~14.~~ Risk Allowance

This Risk Allowance of contingency funds which is included in this Contract is to reimburse Contractor for all services, personnel, labor, materials, and equipment necessary to address unforeseen issues on the project (if required). Contractor shall include this risk allowance cost in his/her bid proposal. Contractor will be compensated with an 8% markup on actual work performed and /or subcontractor work.

The use of this allowance is solely at the discretion of MassDOT Rail and Transit and will be authorized in writing only through execution of a Risk Reallocation. All Risk Reallocations will be processed in the same manner as Change Orders. All provisions contained in the Contract applicable to Change Orders shall also apply to Risk Reallocations.

MassDOT may at any time at its sole discretion unilaterally issue a Risk Reallocation or Change Order to Contractor for any purpose relating to work under this Contract, including without limitation to address any disagreement between the parties regarding the scope or cost of the work, or whether Contractor has performed in accordance with the requirements of the Contract. A unilaterally issued Risk Reallocation or Change Order need not include a consent or acknowledgement by Contractor. Contractor shall proceed immediately as directed in the unilaterally issued Risk Reallocation or Change Order without prejudice to its rights to assert claims for additional compensation or time.

Payment for work will be based upon Time & Material costs utilizing Contractor load rates for the actual work performed. Contractor shall submit receipted copies of itemized invoices for such work to MassDOT for payments. Once the Risk Reallocation or Change Order is approved Contractor will be able to invoice against the Risk Allowance Bid Item.

(Note – Total Contractor markups are not to exceed 8%)

Risk Allowance

Allowance Price **Two-Hundred-Ten-Thousand Dollars max** (**\$210,000.00 max**).
Written in Words In Figures

Total Price Bid Item #~~145~~ **Two-Hundred-Ten-Thousand Dollars max** (**\$210,000.00 max**).
Written in Words In Figures

(Remainder of Page Intentionally Left Blank)

The Total Amount of Bid based upon the Contract Documents and proposed Bid Item Unit Prices; Lump Sum Amounts; and Allowances is:**TOTAL AMOUNT OF BID**(Summation of Bid Items 1 – **1514**)

Written in Words

TOTAL AMOUNT OF BID(Summation of Bid Items 1 – **1514**)

Written in Figures

By submitting this Bid, Bidder specifically acknowledges that:

- (1) The quantities shown on this Bid Form are estimates only and will be used to determine the Total Amount Bid.
- (2) Owner reserves the right to reject any and all bids, or any bid item, to advertise for new proposals for the project, to waive technicalities as to form, or to proceed to do the work otherwise, as may be deemed in the best interest of Railroad and Owner. Nothing herein shall be construed as depriving Railroad of the right to reject any bid when such bid does not fully comply with the specifications for the project or the applicable bidding laws and regulations, or if Bidder is otherwise not qualified or eligible to receive award of the contract. A bid will be considered irregular and will be rejected if it is determined that any of the unit prices are materially unbalanced to the detriment of Railroad or Owner. Bidder will be required to justify in writing the price or prices bid for the work in question before Railroad determines whether to award the contract or reject the bid.
- (3) Bidder is prequalified by the MBTA in Class 1 – General Transit Construction, and/or in Class 3 – Trackwork for a \$1.32 million contract value as of the bid opening. Subcontractors are to be submitted for approval by MassDOT.
- (4) Subject to the reservations contained in the preceding paragraphs, the contract shall be awarded to the lowest responsible and eligible bidder. The “lowest responsible and eligible bidder” shall mean Bidder who submits a complete bid in accordance with the requirements of the Bid Documents, and whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work.
- (5) The Bid shall remain effective for a period of not less than ninety (90) days.

Bid submitted by _____
Name of BidderSigned by _____
Duly Authorized Representative of Bidder

Date

This page intentionally left blank

Required Documents to be Submitted by Bidder

Contractor bidding on this project must be experienced in construction projects involving work on and around an active railroad; railroad track construction; railroad tie replacement; raising, lining and surfacing of railroad track; and heavy civil and culvert construction work.

The following bonds, forms, certificates and additional documents must be provided and/or completed and submitted as part of this Bid Form and Contractor's Bid Package:

A. Bonds

1. Completed Bid Deposit in a form in compliance with Massachusetts General Laws Chapter 30 § 39M in the amount of 5% of the Total Bid Price

B. Forms and Certifications

1. Certificate of Non-Collusion
2. Certificate of Compliance with Massachusetts Employment Security Law
3. Certification of Work in Harmony and OSHA Training
4. Vote of Corporation; Authorized Signatory
5. Executive Order 481 – Certification
6. Certificate Regarding Wage Rates; Statement of Compliance
7. Bidder's current MBTA Prequalification Certificate for Class 1 – General Transit Construction; and/or Class 3 – Trackwork

C. Additional Documents

1. Preliminary Construction Schedule, including key benchmarks.
2. Approved Drug and Alcohol testing plan in compliance with all statutes and regulations administered by the Federal Railroad Administration (FRA) in implementing the required 49 CFR Part 219 Drug and Alcohol Program.
3. List of Equipment which will be used in the performance of the Work on the Grade Crossing Surface Program. Please include the following information:
 - Type of Equipment
 - Manufacturer
 - Model
 - Approximate Year
 - Approximate Hours
 - Operator Requirements

4. List of all work performed within the last three (3) years of similar size and scope, demonstrating Bidder's experience and ability to perform the work required for this project as identified in the Notice to Bidders and Project Description sections of the Bid Documents. Include the following information for each project:
 - Name of Project
 - Name of Client
 - Brief description of Project
 - Estimated Construction Cost of Project
 - Project Completion Date
 - Project Completed on Time?
 - Project Completed within Budget / Bid Price?
 - Identify any claims for extra costs, change orders, etc. associated with the Project, describe the basis for same, and specify whether the changes were approved by Owner.
 - Contact name, address, telephone number and email address for Owner's project manager.
5. List of all ongoing projects. Include the following information for each project:
 - Name of Project
 - Name of Client
 - Brief Description of Project
 - Estimated Construction Cost of Project
 - Project Commencement Date
 - Project Completion Date (estimated)
6. List of at least three (3) references from projects listed as part of paragraphs C.4 and C.5 above, including the following information:
 - Name of Contractor
 - Title and Description of Project(s) Performed By Contractor
 - Name and title of each Contractor's reference(s)
 - Address of reference
 - Phone number of reference
 - Email address of reference

(Remainder of Page Intentionally Left Blank)

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM

**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA**

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we the undersigned,

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of

_____ Dollars, (\$_____)

for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

WHEREAS, the Principal has submitted to _____ a certain BID,
attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his or her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other aspects perform the agreement created by the acceptance of said bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

(Principal)

(Surety)

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Massachusetts.

IMPORTANT – An appropriate Power of Attorney, dated the same date as the BOND, and evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation shall be attached to the BID BOND.

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM

**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA**

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signature of Authorized Signatory

Name of Company

Date

This page intentionally left blank

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM

**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA**

Compliance with Massachusetts Employment Security Law

In accordance with the provisions of Section 19A(b) of Chapter 151A of the Massachusetts General Laws,

I, _____
_____,

[Name & Title]

signing on behalf of _____
[Name of Company / Employer]

hereby certify that the aforementioned employer has complied with all employment security laws of the Commonwealth of Massachusetts relating to contributions and payments in lieu of contributions.

Signed under the pains and penalties of perjury this _____ day of _____ 2025.

Signature

Notary Public

My Commission Expires

This page intentionally left blank

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****Certification of Work in Harmony and OSHA Safety Training**

In accordance with the provisions of Massachusetts General Laws Chapter 30, Section 39S, the undersigned certifies under penalties of perjury:

- (1) that the company is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) 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 certified payroll report for each employee; and
- (3) that all employees to be employed in the work subject to the company's bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration.

Any employee found on the worksite without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration shall be subject to immediate removal. Contractor acknowledges that any and all subcontractors performing Work of any kind in connection with the project referenced above shall be bound by the requirements of M.G.L. Ch. 30, §39S and this certification.

Authorized Signature

Print Name & Title

Company

Date

This page intentionally left blank

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****Vote of Corporation; Authorized Signatory**

At a meeting of the Board of Directors of _____
[Name of Company]
held on the _____ day of _____, 20____, at which all the Directors were present or waived
notice, it was VOTED, that, _____, who is the duly
[Name of Officer]
elected _____ of this company be and hereby is authorized to execute contracts,
[Title of Officer]
bonds and other instruments in the name of and behalf of said company and affix its corporate seal
thereto; and such execution by said _____ of any contract or other
[Name of Officer]
instrument or obligation in this company's name and on its behalf by such _____
[Title of Officer]
of the company under seal, shall be valid and binding upon this company.

A True Copy Attest:

Clerk

[Signature]_____
[Print Name & Title]_____
[Business Address]_____
[Date]

I, _____, hereby certify that I am the Clerk of _____
[Name of Clerk] [Name of Company]
and that _____ is the duly elected _____
[Name of Officer] [Title of Officer]
of said company, and that the above vote has not been amended or rescinded and remains in full force and
effect as of this date.

Clerk_____
[Corporate Seal]

This page intentionally left blank

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****Executive Order 481****INSTRUCTIONS**

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Contractor Authorizing Signature

Date

Print Name

Title

Email

Telephone

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.

This page intentionally left blank

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****Wage Rates**

In accordance with the provisions of Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Sections 26 to 27H, the undersigned certifies under penalties of perjury, that

Name of Company

shall comply with prevailing wage requirements as set forth in M.G.L. Chapter 149, Sections 26 to 27H.

Further, the undersigned acknowledges that he / she has read and understands the additional information pertaining to these requirements provided below, including the prevailing wage sheets, payroll certification statements, and payroll certification forms.

Authorized Signature

Print Name & Title

Company

Date

This page intentionally left blank

DOCUMENT 00860

COMMONWEALTH OF MASSACHUSETTS PUBLIC EMPLOYMENT LAWS

Revised February 20, 2019

The Contractor's attention is directed to Massachusetts General Laws, Chapter 149, Sections 26 through 27H, and 150A. This contract is considered to fall within the ambit of that law, which provides that in general, the Prevailing Rate or Total Rate must be paid to employees working on projects funded by the Commonwealth of Massachusetts or any political subdivision including Massachusetts Department of Transportation (MassDOT).

A Federal Aid project is also subject to the Federal Minimum Wage Rate law for construction. When comparing a state minimum wage rate, monitored by the Massachusetts Attorney General, versus federal minimum wage rate, monitored by the U.S. Department of Labor Wage and Hour Division, for a particular job classification the higher wage is at all times to be paid to the affected employee.

Every contractor or subcontractor engaged in this contract to which sections twenty-seven and twenty-seven A apply will keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee on this contract, and the hours worked by, and the wages paid to, each such employee, and shall furnish to the MassDOT's Resident Engineer, on a weekly basis, a copy of said record, in a form approved by MassDOT and in accordance with M.G.L. c. 149, § 27B, signed by the employer or his/her authorized agent under the penalties of perjury.

Each such contractor or subcontractor shall preserve its payroll records for a period of three years from the date of completion of the contract.

The Prevailing Wage Rate generally includes the following:

Minimum Hourly Wage + Employer Contributions to Benefit Plans = Prevailing Wage Rate or Total Rate

Any employer who does not make contributions to Benefit Plans must pay the total Prevailing Wage Rate directly to the employee.

Any deduction from the Prevailing Wage Rate or Total Rate for contributions to benefit plans can only be for a Health & Welfare, Pension, or Supplementary Unemployment plan meeting the requirements of the Employee Retirement Income Security Act (ERISA) of 1974. The maximum allowable deduction for these benefits from the prevailing wage rate cannot be greater than the amount allowed by Executive Office of Labor (EOL) for the specified benefits. Any additional expense of providing benefits to the employees is to be borne by the employer and cannot be deducted from the Minimum Hourly Wage. If the employer's benefit expense is less than that so provided by EOL the difference will be paid directly to the employee. The rate established must be paid to all employees who perform work on the project.

When an employer makes deductions from the Minimum Hourly Wage for an employee's contribution to social security, state taxes, federal taxes, and/or other contribution programs, allowed by law, the employer shall furnish each employee a suitable pay slip, check stub or envelope notifying the employee of the amount of the deductions.

No contractor or subcontractor contracting for any part of the contract week shall require or permit any laborer or mechanic to be employed on such work in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

Apprentice Rates are permitted only when there is an Apprentice Agreement registered with the Massachusetts Division of Apprentice Training in accordance with M.G.L. c. 23, § 11E-11L.

The Prevailing Wage Rates issued for each project shall be the rates paid for the entire project. The Prevailing Wage Rates must be posted on the job site at all times and be visible from a public way.

In addition, each such contractor and subcontractor shall furnish to the MassDOT's Resident Engineer, within fifteen days after completion of its portion of the work, a statement, executed by the contractor or subcontractor or by any authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

Date: _____

I, _____ do hereby state:
(Name of signatory party) (Title)

That I pay or supervise the payment of the persons employed by:

(Contractor or Subcontractor)

on the _____
(MassDOT Project Location and Contract Number)

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 _____

The above-mentioned copies of payroll records and statements of compliance shall be available for inspection by any interested party filing a written request to the MassDOT's Resident Engineer for such inspection and copying.

Massachusetts General Laws c. 149, §27, requires annual updates to prevailing wage schedules for all public construction contracts lasting longer than one year. MassDOT will request the required updates and furnish them to the Contractor. The Contractor is required to pay no less than the wage rates indicated on the annual updated wage schedules.

MassDOT will request the updates no later than two weeks before the anniversary of the Notice to Proceed date of the contract to allow for adequate processing by the Department of Labor Standards (DLS). The effective date for the new rates will be the anniversary date of the contract (i.e. the notice to proceed date), regardless of the date of issuance on the schedule from DLS.

All bidders are cautioned that the aforementioned laws require that employers pay to covered employees no less than the applicable minimum wages. In addition, the same laws require that the applicable prevailing wages become incorporated as part of this contract. The prevailing minimum wage law establishes serious civil and criminal penalties for violations, including imprisonment and exclusion from future public contracts. Bidders are cautioned to carefully read the relevant sections of the Massachusetts General Laws.

(Remainder of Page Intentionally Left Blank)

This page intentionally left blank

Additional Required Documents to be Submitted by Apparent Successful Bidder

The Apparent Successful Bidder will be required to provide and/or complete and submit additional documents after notification of successful bid in order to execute the Contract. The additional required documents are:

A. Bonds

1. Completed Performance Bond in the amount of 100% of the Contract Price
 - Form is attached
2. Completed Payment Bond in the amount of 100% of the Contract Price
 - Form is attached

B. Forms and Certifications

1. Certificate of State Tax Compliance
 - Form is attached
2. Affidavit of Compliance; Out of State Certificate
 - Form is attached
3. Insurance / Surety Powers of Attorney
4. Insurer's Affidavit for Worker's Compensation
5. Certification of Construction Equipment Standard Compliance
6. Diesel Construction Equipment Data Sheet
 - List and certify all large non-road diesel construction equipment (greater than 50 HP) used on this Contract

This page intentionally left blank

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)a

 hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of

 Dollars, (\$

)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain contract with OWNER, dated the

 day of

, 20

, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless OWNER and/or RAILROAD from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay OWNER all outlay and expense which OWNER and/or RAILROAD may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. Should the Contractor abandon the project or is terminated by MassDOT, then the Surety must complete the project. Refer to the Highway Performance Bonds.

PROVIDED, FURTHER, that the said 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 WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one
(Number)
of which shall be deemed an original, this the ____ day of _____, 20____.

ATTEST:

(Principal / Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

(Surety / Secretary)

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By _____

(Address)

(Surety)

By _____

(Attorney-in-Fact)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners shall execute BOND.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Massachusetts.

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of

_____, Dollars, (\$
_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our respective heirs, executor administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain contract with OWNER, dated the

_____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or

performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said 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 WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one
(Number)
of which shall be deemed an original, this the ____ day of _____, 20 ____.

ATTEST:

_____ (Principal / Secretary)	_____ (Principal)
(SEAL)	By _____
_____ (Witness as to Principal)	_____ (Address)
_____ (Address)	_____

ATTEST:

_____ (Surety / Secretary)	_____ (Surety)
(SEAL)	By _____
_____ (Witness as to Surety)	_____ (Attorney-in-Fact)
_____ (Address)	_____ (Address)
_____	_____

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners shall execute BOND.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Massachusetts.

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM

**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA**

Certificate of State Tax Compliance

In accordance with the provisions of Chapter 62C, Section 49A (b) of the Massachusetts

General Laws, I, _____
[Name & Title]

authorized signatory for _____
[Name of Company]

which has a principal place of business at _____

do hereby certify under the pains and penalties of perjury that _____
[Name of Company]

has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Authorized Signature

Print Name and Title

Company

Date

This page intentionally left blank

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****Affidavit of Compliance; Out of State Certificate**☐ Massachusetts Business Corporation☐ Foreign (non-Mass.) Corporation☐ Non-Profit Corporation

I, _____, _____ of
[Name of Officer] [Title of Officer]

[Name of Company]

whose principal office is located at _____ do hereby certify that the above named corporation has filed with the State Secretary of the Commonwealth of Massachusetts all certificates and Annual Reports required by Chapter 156B, Section 109 (Business Corporation), Chapter 156D, Sections 15.03 and 16.22, or by Chapter 180, Section 26A (Non-profit Corporation) of the Massachusetts General Laws.

The attached certificate from the Massachusetts Secretary of State shall serve to document the company's compliance with the foregoing requirements pertaining to foreign corporations (as applicable).

SIGNED UNDER THE PENALTIES OF PERJURY THIS ____ day of _____, 20 ____

Authorized Signature

Print Name & Title

Company

Date

This page intentionally left blank

FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**WARE RIVER SECONDARY
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96
IN GILBERTVILLE, MA****TRAIN OPERATIONS SCHEDULE**

The Ware River Secondary is an active freight rail line servicing customers along the line between CSX Yard in Palmer, MA and the end of track in South Barre, MA. Service to customers on the Ware River Branch shall remain operational throughout the duration of the project (except during coordinated construction work windows). The Ware River Branch is owned by the Commonwealth of Massachusetts Department of Transportation (MassDOT) and is operated and maintained under contract by Massachusetts Central Railroad (MCER or Railroad).

Freight service is typically conducted on the Ware River Secondary by MCER each weekday depending on demand. There will be no train service on weekends on the Ware River Secondary. MCER will work out a schedule with Contractor to provide track outages necessary to perform the Culvert Replacements work on the Ware River Secondary. ***A single 6-day track outage can be anticipated to perform the required work at both locations. The 6-day track outage will utilize both weekend days with outage expected to begin on a Friday or as otherwise coordinated with MCER.*** There is typically one northbound freight train and one southbound freight train that run on the Ware River Secondary each weekday (Mon-Fri). The train is typically the PA2 train, although on occasion it is the PA1 train.

The current weekday MCER service schedule for the freight trains passing culverts at MP 19.84 and at MP 19.96 in Gilbertville on the Ware River Secondary is as follows:

Train PA2 passing MP 19.84 & MP 19.96 Schedule:

Monday - Friday	Northbound - 11:15am
Monday - Friday	Southbound - 12:45pm

NOTES:

- Times given are approximate and may vary depending on a variety of factors.
- There is no scheduled train service on the Ware River Secondary on Saturdays and Sundays.

END OF SECTION

This page intentionally left blank