

**SNAKE BROOK DAM REHABILITATION  
Wayland, MA**

**BID FORMS**

**BIDS DUE: Tuesday, October 21, 2025 prior to 1:00 p.m. (EST)  
at the  
Town Manager's Office  
41 Cochituate Road  
Wayland, MA 01778**

**CONTRACTOR :\_\_\_\_\_**



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SECTION 00310  
FORM FOR GENERAL BID

TO: Town of Wayland  
41 Cochituate Road  
Wayland, MA 01778

PROJECT: Snake Brook Dam Rehabilitation  
Wayland, MA  
Pare Project No. 19167.03

DATE: \_\_\_\_\_

SUBMITTED BY:

\_\_\_\_\_  
(full name)

\_\_\_\_\_  
(full address)

1. OFFER:

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Pare Corporation, Engineer for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work, **Snake Brook Dam Rehabilitation**, for the Price of:

A. Total Base Bid Price: \$.....dollars

TOTAL BASE BID PRICE IN WORDS.....dollars,  
in lawful money of the United States of America and,

If this Bid is accepted, We, the undersigned, agree to commence WORK under this Contract on or before a date to be specified in the NOTICE to PROCEED and to substantially complete the PROJECT by December 18<sup>th</sup>, 2026.

We have included herewith, the unit price bid forms, and the required security deposit or Bid Bond as required by the Instruction to Bidders.

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UNIT PRICES

NOTE: THE TOTAL BID ITEM PRICE FOR EACH ITEM MUST BE WRITTEN IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL BID ITEM PRICE
1.	Contract Bonds	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
2.	General Requirements	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
3.	Mobilization and Demobilization	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
4.	Control of Water	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
5.	Clear, Grub, and Strip	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
6.	Erosion and Sediment Controls	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
7.	Pond Bottom Clean Up	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
8.	Downstream Slope Regrading	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					

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BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL BID ITEM PRICE
9.	Core Wall Raising	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
10.	Crest Regrading	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
11.	LLO - Slipline	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
12.	LLO – Upstream Controls	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
13.	LLO – Operator Chamber	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
14.	10-inch Line Abandonment	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
15.	LLO – Downstream Controls	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
16.	LLO – Outlet Conduit Earthwork	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
17.	Over excavation and Replacement for LLO Outlet Conduit	CY	20	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					

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BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL BID ITEM PRICE
18.	LLO – Outlet Conduit Installation	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
19.	LLO – DS Headwall	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
20.	LLO – Discharge Apron	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
21.	Upstream Slope Granite Block Paving – Below Water	SY	15	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
22.	Upstream Slope Granite Block Paving – Above Water	SY	75	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
23.	Gatehouse – Chamber Floor Work	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
24.	Gatehouse – Access Improvements	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
25.	Spillway - Earthwork	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
26.	Spillway – Bedrock Removal	CY	30	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					

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BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL BID ITEM PRICE
27.	Spillway – Bedrock Preparation	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
28.	Spillway – Control Weir	CY	8	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
29.	Spillway – Training Walls	CY	98	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
30.	Spillway – Bubbler Pipe	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
31.	Spillway – Discharge Culvert	CY	24	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
32.	Spillway – Channel Paving	SY	170	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
33.	Spillway – Railing	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
34.	Embankment Work Right of Spillway	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
35.	Access Gate	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					

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BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL BID ITEM PRICE
36.	Establish Grass	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
37.	Imported Engineered Fill	TN	830	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
38.	Imported Gravel Borrow	TN	2190	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
39.	Imported Loam	CY	750	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
40.	Imported Trap Rock	TN	64	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
41.	Imported Granite Block Paving	TN	135	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
43.	Wetland Replication	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
TOTAL BASE BID PRICE _____					
TOTAL BASE BID PRICE IN WORDS _____					

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**2.00 SAFETY AND HEALTH REGULATIONS**

These construction documents, and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of State and Federal Law(s).

In the event of any inconsistencies between the above laws and regulations and the provisions of these documents, the laws and regulations shall prevail.

**3.00 ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for thirty (30) days, excluding Saturdays, Sundays, and legal holidays, from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within three (3) days (excluding Saturdays, Sundays, and legal holidays) of receipt of Notice of Award.

Furnish the required Performance Bond and Labor and Material Payment Bond within three (3) days (excluding Saturdays, Sundays, and legal holidays) of receipt of Notice of Award.

Commence work within ten (10) days (excluding Saturdays, Sundays, and legal holidays) of receiving a written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this Bid and the Bid upon which the Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**4.00 CONTRACT TIME**

The successful bidder must commence within ten (10) days of receiving a written Notice to Proceed with the work substantially completed by or before December 18<sup>th</sup>, 2026. If the work is not substantially completed by that date, the contractor shall be assessed \$1,000 per day for liquidated damages until such time that the work is completed. Substantial completion shall be defined as all work having been completed at the site with the exception of complete vegetation establishment; an additional growing season will be allowed for complete vegetation establishment.

One specific interim deadline for the project is to complete the tree clearing work prior to April 15<sup>th</sup>, 2026, per the time of year restrictions provided within the project permit authorizations relative to a specific endangered species present at this site; long-eared bat.

**5.00 CONTRACT DOCUMENTS**

The Contract Documents consist of the following:

1. Bid Form Document (included herein)
2. Drawing Set Entitled "Snake Brook Dam Rehabilitation"
3. Contract Specifications
4. Bid Addenda



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6.00 BID BOND

See Specification Section 00410.

7.00 REFERENCES

**CONTRACTOR REFERENCES FOR SIMILAR PROJECTS**

Contractor Name: \_\_\_\_\_

	<u>Project Name</u>	<u>Contact Name / Number</u>	<u>Email</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Use additional pages if necessary.

Attach narrative description of the project scope with sufficient detail that demonstrates relevance to this project, contact with current contact number, and project value for at least three projects of similar scope and size that have been completed in the last 10 years. Include more projects as needed to demonstrate recent past experience relevant to the different components of this project.

**SUB-CONTRACTOR REFERENCES FOR SIMILAR PROJECTS**

Contractor to provide information herein (with attachments as necessary) to identify any significant components of the project that the Contractor intends to team with a subcontractor to perform; to provide the information and qualifications for each subcontractor identified.

Sub-Contractor Name: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

	<u>Project Name</u>	<u>Contact Name / Number</u>	<u>Email</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Sub-Contractor Name: \_\_\_\_\_

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Scope of Work: \_\_\_\_\_

	<u>Project Name</u>	<u>Contact Name / Number</u>	<u>Email</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Use additional pages if necessary.

Attach narrative description of project scope with sufficient detail that demonstrates relevance to this project, contact with current contact number, and project value for at least three projects of similar scope and size as the component of the work that the subcontractor will be involved with work that have been completed in the last 10 years.

This is to certify that the names of the above mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The bidder warrants that none of the proposed subcontractors have any conflict of interest as respects the contract.

Bidder \_\_\_\_\_

(name)

By \_\_\_\_\_

(signature & title)

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**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

Project Name: Snake Brook Dam Rehabilitation

State of \_\_\_\_\_

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

I state that I am \_\_\_\_\_

(Title)

of \_\_\_\_\_ (Name of Firm)

and that I am authorized to make this Affidavit on behalf of the firm and its owners, directors and officers. I am the person responsible in firm for the price(s) and the amount of this Bid.

I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.
2. Neither the price nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they shall not be disclosed before the Bid opening.
3. No attempt has been made or shall be made to induce any firm or person to refrain from bidding on this Contract, to submit a Bid higher than this Bid or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.
4. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
5. (Name of Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act involving conspiracy or collusion prohibited by state or federal law in any jurisdiction with respect to bidding on any public contract except as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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I state that \_\_\_\_\_(Name of Firm) understands and acknowledges that the above representations are material and important and shall be relied on by the Owner in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Owner of the true facts relating to the submission of the Bids for this Contract.

\_\_\_\_\_  
Name and Company Position

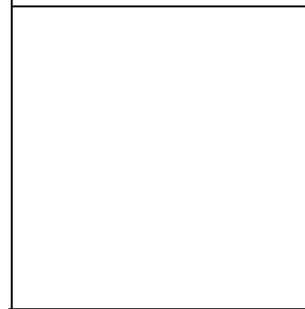
SWORN TO AND SUBSCRIBED BEFORE ME THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_ (Notary Public)

My commission expires: \_\_\_\_\_

Notary Public Seal:



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**ANTI FRAUDULENT DOCUMENTATION OF PRIME BIDDER**

- (1) Attach documentation from the Secretary of the Commonwealth of Massachusetts stating that there are no pending proceedings under the Massachusetts General Laws Chapter 156D section 14.21 for the Bidder's dissolution, no articles of dissolution have been filed by the BIDDER, the BIDDER has filed all annual reports, the BIDDER has paid all fees with respect to such reports, and the BIDDER has legal existence and is in good standing with the Secretary of the Commonwealth of Massachusetts.

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**CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

PROJECT: Snake Brook Dam Rehabilitation

PROJECT LOCATION: Wayland, Massachusetts

AWARDING AUTHORITY: Town of Wayland, MA

Pursuant to MGL, c. 62C, § 49A(b), I, \_\_\_\_\_,

(Name and Title)

authorized

signatory

for

\_\_\_\_\_

(Contracting Party)

whose principal place of business is

\_\_\_\_\_

\_\_\_\_\_

(Street Address, City/Town, State)

do hereby certify under the pains and penalties of perjury that to the best knowledge and belief, have filed all state tax returns and paid all state taxes required under law, and complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

If an Individual:

Social Security Number \_\_\_\_\_

If a Corporation:

Federal I.D. Number \_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_

(Title)

My Commission Expires \_\_\_\_\_

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**EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION/  
NON-DISCRIMINATION**

**BIDDER'S CERTIFICATE**

The undersigned Bidder hereby certifies that, if awarded the contract, he/she will, in the performance of this contract, comply with all statutes and Executive Orders of the Commonwealth of Massachusetts regarding equal employment opportunity and non-discrimination in the workplace, in particular M.G.L. c.151B.

Bidder certifies that he will comply with Minority/Woman Business Enterprise and/or Affirmative Action requirements as may be set forth under these contract provisions.

Check if Bidder is certified by SOMWBA as either of the following :

\_\_\_ Minority Business Enterprise.

\_\_\_ Woman Business Enterprise.

Check if Bidder intends to use MBE/WBE as material supplier. \_\_\_\_\_

\_\_\_\_\_  
Signature of Individual, or Corporation Name

By: \_\_\_\_\_  
Corporate Office & Title (if applicable)

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CONFLICT OF INTEREST CERTIFICATE

PROJECT: Snake Brook Dam Rehabilitation

PROJECT LOCATION: Wayland, Massachusetts

AUTHORITY: Town of Wayland

I hereby certify that no official or employee of the Town of Wayland has a financial interest in the Bidder's proposal or executed Contract or in the expected profit to arise therefrom, unless that official or employee has been compliance with the provisions of MGL, c. 43, § 27, *Interest in Public Contracts by Public Employees Prohibited; Penalty*, and with the provisions of MGL, c. 268A, § 20, *Municipal Employees; Financial Interest in Contracts; Holding One or More Elected Positions*.

If an Individual:

Social Security Number: \_\_\_\_\_

If a Corporation:

Federal I.D. Number: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

Subscribed and sworn by me this

\_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
\_\_\_\_\_

(Title)

My commission expires \_\_\_\_\_



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**BIDDER'S CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES**

The undersigned Bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable Minimum Wage Rates (hereinafter Prevailing Wage Rates) established for the project by the Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety. The undersigned Bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates, or (2) the failure of the Bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Dated: \_\_\_\_\_

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

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

END OF SECTION

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SECTION 00410  
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name and Include Location*):

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal) \_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

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**BID BOND**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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