

**CARPENTER POND DAM REMOVAL
Dudley, MA**

BID FORMS

BIDS DUE: May 8, 2026 until 11:00 a.m. local time at the
Dudley Town Hall
Town Administrator's Office
71 W Main Street
Dudley, MA 01571

CONTRACTOR : _____



22116.00
04/26

SECTION 00310
BID FORM

TO: Town of Dudley
71 West Main Street,
Dudley, MA 01571

PROJECT: Carpenter Pond Dam Removal
Dudley, Massachusetts
Pare Project No. 22116.00

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, **Carpenter Pond Dam Removal**, for the Price of:

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

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

B. Bid Add/Alternates

Add/Alt 1: \$..... dollars

In Words \$..... dollars

Add/Alt 2: \$..... dollars

In Words \$..... dollars

Add/Alt 3: \$..... dollars

In Words \$..... dollars

Add/Alt 4: \$..... dollars

In Words \$..... dollars

TOTAL BID PRICE WITH ALTERNATESdollars,
in lawful money of the United States of America

In Words \$..... dollars

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SECTION 00310
BID FORM

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

NOTE: THE TOTAL BID ITEM PRICE FOR EACH BID 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 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 & Demobilization	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
4.	Erosion & Sediment Controls	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
5.	Control of Water	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
6.	Dam Removal	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					
7.	Channel and Dam Restoration	LS	1	_____	_____
TOTAL BID ITEM PRICE IN WORDS: _____					

CARRIED FORWARD _____

BROUGHT FORWARD _____

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SECTION 00310
BID FORM

NOTE: THE TOTAL BID ITEM PRICE FOR EACH BID 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 PRICE	TOTAL BID ITEM PRICE
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8a.	Import Armor Stone	TON	85	_____	_____
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TOTAL BID ITEM PRICE IN WORDS: _____

8b.	Import Bedding Stone	TON	120	_____	_____
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TOTAL BID ITEM PRICE IN WORDS: _____

8c.	Import Anchor Stone	TON	150	_____	_____
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TOTAL BID ITEM PRICE IN WORDS: _____

8d.	Import Loam	CY	250	_____	_____
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TOTAL BID ITEM PRICE IN WORDS: _____

TOTAL BASE BID PRICE _____

TOTAL BASE BID PRICE IN WORDS _____

Add/Alt 1	Stabilized Entrance Pad	LS	1	_____	_____
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TOTAL BID ITEM PRICE IN WORDS: _____

Add/Alt 2	Small Tree Clearing	LS	1	_____	_____
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TOTAL BID ITEM PRICE IN WORDS: _____

Add/Alt 3	Debris/Initial Drawdown	LS	1	_____	_____
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TOTAL BID ITEM PRICE IN WORDS: _____

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NOTE: THE TOTAL BID ITEM PRICE FOR EACH BID 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 PRICE	TOTAL BID ITEM PRICE
Add/Alt					
4	Material Trucking & Disposal	TON	1,800	_____	_____

TOTAL BID ITEM PRICE IN WORDS: _____

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

If this Bid is accepted, the BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED. The Contractor agrees that the WORK shall be substantially complete within 180 calendar days and to fully complete the PROJECT in 365 calendar days.

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SECTION 00310
BID FORM

5.00 ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # ____ Dated _____

Addendum # ____ Dated _____

Addendum # ____ Dated _____

Addendum # ____ Dated _____

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BID FORM

6.00 BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

(Authorized signing officer Title)

(Seal)

(Authorized signing officer Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

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SECTION 00310
BID FORM

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) .ss
County of _____)

_____,
being first duly sworn, deposes and says that;

(1) He is _____ (owner, partner, officer, representative or agent) _____ of

_____, the BIDDER that has
submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances
respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or
parties in interest, including the affiant, has in any way colluded, conspired or agreed, directly or indirectly,
with any other BIDDER, firm or person to submit a collusive or sham bid in connection with the Contract for
which the attached Bid has been submitted or to refrain from bidding in connection with such a contract, or has
in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with
any other BIDDER, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix
any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure
through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Local
Government or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives,
owners, employees or parties in interest including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me

This _____ Day of _____, 20 _____

My Commission Expires _____

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SECTION 00310
BID FORM

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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**SECTION 00310
BID FORM**

TAX COMPLIANCE AFFIDAVIT OF PRIME BIDDER

I, _____ of _____, certify under
(principal) *(corporation)*
pains and penalties of perjury that said corporation has complied with all the laws of the Commonwealth of
Massachusetts relating to taxes and is in compliance with its tax obligations payable under M.G.L. c. 62C.

Date

Signature

Title

Federal Tax Identification Number

END OF SECTION

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

<p>Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i>: [Address of Bidder's principal place of business]</p>	<p>Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner Name: [Full formal name of Owner] Address <i>(principal place of business)</i>: [Address of Owner's principal place of business]</p>	<p>Bid Project <i>(name and location)</i>: [Owner project/contract name, and location of the project] Bid Due Date: [Enter date bid is due]</p>
<p>Bond Penal Sum: [Amount] Date of Bond: [Date]</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p> <hr/> <p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>	<p>Surety</p> <hr/> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____ <i>(Signature)</i></p>	<p>By: _____ <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____ <i>(Signature)</i></p>	<p>Attest: _____ <i>(Signature)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

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SECTION 00410
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 the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.