

INVITATION FOR BIDS

**Shared Use Path Construction
Stow Street (Maple Street to Fort Pond Brook)**

Contract #08/26/2026-1162

Department of Public Works



Town of Acton, Massachusetts

**John S. Mangiaratti
Town Manager**

July 29, 2026

The Town of Acton, Massachusetts, will receive sealed bids for the following:

**Shared Use Path Construction
Stow Street (Maple Street to Fort Pond Brook)**

Contract #08/26/2026–1162

at the Acton Department of Public Works, 14 Forest Rd., Acton, Massachusetts, 01720, until 10:00 a.m. Local Time on **Wednesday, August 26, 2026** at which time the bids will be open and read. Specifications and bidding forms may be obtained from the Acton Department of Public Works (highway@actonma.gov), 14 Forest Rd., Acton, Massachusetts, during normal working hours from **Wednesday, July 29, 2026** until the expiration of the time for the filing of bids.

Bidding procedures are governed by Massachusetts General Laws (G. L.) Chapter (c.) 149, §44A, and G. L. c. 30, §39M, as applicable and referenced in G. L. 149. MassDOT prequalification of contractors with the class of work as Highway Construction for the project with an estimated value of \$264,565.80 will be required. This contract is governed by the provisions of Massachusetts General Laws, Chapter 149, Sections 26 to 27D as they relate to minimum wage rates.

No bidder may withdraw his bid within thirty (30) days after the date designated above for the opening of bids.

Bids must be accompanied by a certified, treasurer's or cashier's check from a responsible bank or trust company, payable to the Town of Acton, cash or bid bond from a surety company. The amount of the bid deposit shall be five percent (5%) of the value of the bid. The successful bidder shall be required to furnish a Payment Bond in an amount equal to one-half (50%) of the value of the bid with a surety company satisfactory to the Town of Acton.

The Town of Acton reserves the right to reject any and all bids, and to waive any minor informalities, as deemed in the Town's best interest.

Town of Acton
John S. Mangiaratti
Town Manager

INSTRUCTIONS TO BIDDERS

RECEIPT AND OPENING OF BIDS

All bids shall be submitted in a sealed envelope, addressed to the Director of Public Works, Acton Highway Division, 14 Forest Rd., Acton, Massachusetts 01720, and marked “**Stow Street (Maple Street to Fort Pond Brook), Shared Use Path Construction, Contract #08/26/2026–1162**”. Bids must be filed not later than 10:00 a.m. Local Time on **Wednesday, August 26, 2026** at which time the bids will be open and read. No bid received after the time and date specified shall be considered.

Any bid may be withdrawn, modified or corrected by a sealed, written notice to such effect submitted to and received by the Director of Public Works at the above address prior to the scheduled time for the opening of bids or the authorized postponement thereof. No bidder may withdraw his bid within thirty (30) days after the date designated above, or such later date as the Town may authorize in a written addendum, for the opening of bids. The Town reserves the right to reject any and all bids deemed by it to be in the best interest of the Town.

Contractors who are not prequalified to provide the services listed for the Prequalified Contract value, but meet the single year waiver threshold, **without documented poor performance issues**, and want to bid, should submit a waiver request to MassDOT at least 2 weeks prior to the bid opening to allow for time to appeal in the event that a waiver is not granted.

FORM OF BIDS

All bids must be made on the accompanying bid form only, and shall state the price as therein required. The bid form may not be changed and must be completed in its entirety and signed by the bidder. Bids which are incomplete, improperly signed or otherwise contrary to these instructions will be rejected as informal. Conditional bids will not be accepted.

Bids submitted must also include:

- A list of any subcontractors to be used during the contract.
- **MassDOT prequalification of contractors with the class of work as Highway Construction for the project with an estimated value of \$264,565.80 is required.**
- The name, address and contact person for at least two municipalities for which the bidder has furnished a comparable service.
- Signed Certifications attesting to Compliance with Federal Immigration Law, Non-Collusion, Tax Compliance and OSHA-10 Training.
- A bid deposit, in an amount not less than five percent (5%) of the bid amount, in the form of a certified check, a treasurer's check or a cashier's check, issued by a responsible bank or trust company, made payable to the Town of Acton; or a bid bond in the form attached hereto or otherwise satisfactory to the Town of Acton, with a surety company qualified to do business in the Commonwealth of Massachusetts.

ADDENDA AND INTERPRETATION

Prior to the opening of bids, no interpretation of the meaning of the specifications and other contract documents will be made to any bidder orally. Every request for such interpretation shall be made in writing and addressed to the Director of Public Works, at the above address, and to be given consideration must be received by **3:00 p.m. on Wednesday, August 19, 2026**. Any and all such interpretations and supplemental instructions shall be made in written addenda to the specifications or other contract documents no later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda shall not relieve such bidder of compliance therewith in its bid.

OPTIONAL PRE-SUBMITTAL SITE WALK

An optional pre-submittal site walk will be held on **Wednesday, August 12, 2026 at 10:00 a.m.** We'll meet at the Jones Field Playground located at the intersection of Stow and Martin Street.

AWARD OF CONTRACT

This contract shall be awarded to the lowest responsible and eligible bidder. Such bidder shall have complied with the minimum requirements of this bid invitation and possess the skill, ability and integrity necessary for the faithful performance of the work and comply with all applicable provisions of law. **MassDOT prequalification of contractors with the class of work as Highway Construction for the project with an estimated value of \$264,565.80 is required** This contract is expected to be awarded on or around **Wednesday, September 2, 2026**, but in no event shall be made later than thirty (30) days after the opening of bids. The substantial project completion date is **Friday, November 13, 2026** or such later date as the Town determines.

Upon execution of the contract, the successful bidder shall furnish a Labor and Material Payment Bond equal to 50% of the value of the contract.

PREVAILING WAGE RATES

Minimum prevailing wage rates as determined under Massachusetts General Laws, Chapter 149, Sections 26 to 27H by the Commonwealth of Massachusetts, Department of Labor and Workforce Development, Division of Occupational Safety attached to this bid package as Appendix A apply to all work to be performed under this IFB. A true and accurate record must be kept of all persons employed on this project for which these rates have been provided. Additional requirements noted on the attached form from the Division of Occupational Safety must be completed. **Contractor must certify that all employees to be employed at the worksite have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and furnish documentation of successful completion of said course with the first certified payroll report for each employee.**

SALES TAX

Materials, equipment and supplies to be used on this project are exempt from sales tax to the extent provided by M.G.L. Chapter 64H, Section 6(f).

SCOPE OF WORK

This contract will require the successful bidder to provide the Town of Acton, the road improvements along Stow Street shown on the construction plans entitled "TOWN OF ACTON, PLAN AND PROFILE OF MAPLE STREET COMMUTER LOT, PARKING LOT RECONSTRUCTION PLAN". The proposed work shown along Stow Street includes, but not limited to, the Shared Use Path, the intersection reconstruction, stormwater infrastructure improvements and the wetland protection and mitigation. **This Scope of Work does not include the proposed site redevelopment at 19-21 Maple Street as shown on these plans.** The work shall be in accordance with the contract requirements, plans, specifications, bid form and other supporting documents set forth in the invitation.

SPECIFICATIONS

- Construction Plans – Appendix B.
- Special Provisions – Appendix C.
- Shared Street and Spaces Grant - A portion of the project is funded through a MA Shared Streets and Spaces Grant. The Contractor shall be a pre-qualified MassDOT contractor. Please see Appendix D: 700 CMR 14.00 Prequalification of Contractors and Subcontractors.
- Wetland Order Conditions – MassDEP File #085-1398 – Appendix E.

WORK HOURS

The normal working hours for the contractor shall be 7:00 a.m. to 3:00 p.m. Monday through Friday, State and Federal holidays excluded. If the contractor intends to work overtime, the request must be submitted to the DPW Director or their designee for approval in advance.

POLICE DETAILS

Police Details will be arranged for by the Town of Acton. The Contractor shall give the Town of Acton DPW a minimum of twenty-four (24) hour notice to schedule Police Details. Only details from the Acton Police Department are to be used on this project

The Contractor shall cancel any unneeded Police Details a minimum of four (4) hours before the scheduled start time by calling the Acton Police Department at (978) 929-7711 and also notifying the Director of Public Works or his designee. Should the Contractor fail to cancel the Police Detail within the four (4) hour start time, the Contractor will be responsible for the cost of the Police Detail and Town staff assigned to the project.

TRAFFIC MANAGEMENT

All operations shall be conducted so as not to interfere with, interrupt, or endanger the general public or the traffic flow. To the extent possible, all traffic shall be permitted to pass through the work area. The Contractor shall furnish, erect, and maintain sufficient warning and directional signs, barricades and lights and furnish adequate warning to the public at all times of any dangerous condition to be encountered. The Contractor's vehicles and equipment shall be clearly marked with the Contractor's name or logo and be easily identifiable and be equipped with suitable warning lights and reflectorized markings for working in daylight and dark. All safety signs and equipment shall comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Any required traffic management will be reviewed and approved by the Acton Police Department.

CLEAN UP

The contractor shall remove all debris and waste materials from the work area on a daily basis. Disposal shall be in accordance with all State, Federal and local regulations. Disposal of materials off-site is the contractor's responsibility. The Town will not provide a disposal site.

FACILITY DAMAGE REPAIR

If while performing work the Contractor damages any wire, cable or other facilities, the Contractor shall immediately notify the Owner of such facilities and the Town. The Contractor shall be responsible at its own expense for making all necessary repairs in accordance with the requirements of the Owner of the damaged facilities.

GENERAL

The materials and work furnished under this contract shall be able to be used in the construction and maintenance of impervious surfaces, including but not limited to roadways, bridge decks, parking lots, berms, and sidewalks within the Town of Acton.

Bidding requirements will follow the Town's bidding specifications; not the State specifications. As an example, the mobilization cap from the latest edition of the Commonwealth of Massachusetts Department of Transportation Standard Specifications does not apply to this project bid. Also, the section references to the Commonwealth of Massachusetts Department of Transportation Standard Specification in the bid form is for ease of reference and is not intended to incorporate the State's bid specifications to this IFB.

All work done under this contract shall be in conformance with the Massachusetts Highway Department "Standard Specifications for Highways and Bridges" dated 2025. All construction shall conform to the 2025 edition of the Massachusetts Department of Transportation, Highway Division "Construction Standard Details (English Edition)"; the 2015 Overhead Signal Structure and Foundation Standard Drawings; the latest Manual on Uniform Traffic Control Devices with Massachusetts Amendments; the latest edition to the following: the 1996 Construction and Traffic Standard Details (as related to Traffic Standard details only); the 1990 Standard Drawings for Traffic Signs and Supports; the 1968 Standard Drawings for Traffic Signals and Highway Lighting; the latest edition of American Standard for Nursery Stock; the Plans and these Special Provisions.

The equipment necessary to perform the proposed work shall be located off of the roadway as much as possible. Only equipment to be used in the actual construction work shall be allowed within the town road.

All personnel who are working onsite shall wear safety vests and hardhats.

All required signs and traffic warning devices, including the use of arrow boards, shall be furnished by the contractor. All signs and devices shall be in accordance with the current edition of the F.H.W.A. Manual on Uniform Traffic Control Devices. The number and location of all signs and devices shall be as deemed necessary by the police for the safe and efficient performance of the work and the safety of the traveling public.

All warning devices shall be subject to removal, replacement and/or repositioning.

All grassed areas where disturbed shall be restored to as good condition as found by loaming and seeding.

Care shall be exercised to protect existing underground structures.

Survey markers shall not be disturbed or buried.

All street approaches and driveways where disturbed shall be replaced conforming to original alignment, grade and materials.

INSURANCE

All contractor(s) involved with this project shall submit Certificates of Insurances to the Town to prove they have the following minimum coverages:

- 1) General Liability with liability coverage for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis and should name the Town of Acton as an "Additional Insured".
- 2) Automobile Liability (applicable for any automobile operating exposure) with limits of not less than \$1,000,000 covering all owned, non-owned, hired, rented or leased vehicles. The Town of Acton should be named as an "Additional Insured".
- 3) Workers' Compensation and Employers' Liability Insurance including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$500,000 per accident. Each contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees.
- 4) Umbrella Liability of at least \$5,000,000 per occurrence with a \$5,000,000 Annual Aggregate. The Town of Acton should be named as an "Additional Insured".

OSHA-10 CERTIFICATION

Contractor must certify that all employees to be employed at the worksite have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration "OSHA 10" at the time the employee begins work and furnish documentation of successful completion of said course with the first certified payroll report for each employee.

MISCELLANEOUS PROVISIONS

- 1) The Town Manager shall be the sole judge of the fitness, experience and reliability of the contractors.
- 2) The Town reserves the right to reject any or all quotations, wholly or in part, and to make awards deemed to be in the best interest of the Town.
- 3) The Town reserves the right to waive any informalities or minor defects in the bids.
- 4) Should there be reasons why the contract cannot be awarded within the specified period; time may be extended by mutual agreement between the Town and the bidder.
- 5) Violation by the contractor of any of the various provisions and specifications of the contract could result in immediate termination of the contract
- 6) The contractor shall certify that it is in compliance with all federal immigration law and regulations with respect to the employees who will be performing work under the contract and shall ensure that subcontractors similarly certify such compliance while performing work under the contract.
- 7) The Town reserves the right to terminate this contract at any time based upon the performance of the Contractor.

- 8) Prevailing wages as provided under M.G.L. c. 149, s. 26-27D must be paid for all applicable work performed under this contract. Vendors are advised to refer to the attached Wage Rate sheets.
- 9) Materials, equipment and supplies to be used on this project are exempt from sales tax to the extent provided by M.G.L. Chapter 64H, Section 6(f).
- 10) All work covered under this contract is to be performed to a craftsman level, using commonly accepted industry standards of quality.

BID FORM

From: _____
(Name Bidder)

(____) a corporation, organized and existing under the laws of the state of _____

(____) a partnership

(____) a joint venture

(____) an individual

doing business as _____

To: **Town of Acton** (the Awarding Authority)

A. The Undersigned proposes to furnish all labor and materials required for the **Contract** in accordance with the accompanying bid documents, plans and specifications for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. The bid includes the addenda as numbered below, which Bidder acknowledges receipt of:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

C. The proposed contract price is: \$ _____

Proposed Contract Price Written: _____

D. References: List of all projects completed within the last three (3) years, including at least two municipalities for which such work has been performed. Attach additional pages if necessary.

<u>Name of Project</u>	<u>Location</u>	<u>Contact Person</u>	<u>Phone/Email</u>
1.			
2.			
3.			
4.			

The undersigned agrees that, if selected as contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a Labor and Material Payment Bond, in the form contained in the bidding documents and of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority in an amount equal to one-half (50%) of the value of the bid, the premiums for which are to be paid by the contractor and are included in the contract price and Certificates of Insurance conforming to the Contract as set forth in the bid documents.

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully complete a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he/she will comply fully with all laws and regulations applicable to awards made subject to Chapter 149 of the Massachusetts General Laws.

The undersigned further certifies under the 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. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of Chapter 29, Section 29F of the General Laws, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

By signing and submitting this Form for General Bid, each bidder represents that he/she has carefully examined the invitation for bids, including the contract requirements, specifications and other supporting documents in regard to his general bid is based on his own investigations and his familiarization with the site in conjunction with the plans and specifications and the conditions affecting the work to be done and the labor and materials needed, not on any oral or other representations of any employee, officer, agent or consultant of the Awarding Authority and that the bidder proposes and agrees to enter into a written contract with the Town to provide the services described in the invitation in accordance with the contract requirements, specifications and other conditions therein set forth and within the time prescribed, except as otherwise specifically provided by the terms of this bid.

The undersigned understands and agrees that the bid deposit accompanying this bid shall become the property of the awarding authority if the bidder fails to execute such contract or otherwise fails to comply with the terms of this bid.

Date _____

By _____
Signature

Name – Typed or Printed

Title

Business Name

Federal ID Number

Business Address

City and State

Telephone Number

Email Address

NOTE: If the bidder is a corporation, indicate state of incorporation and give full names of officers; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: _____

President: _____

Treasurer: _____

Secretary: _____

If a foreign corporation (incorporated or organized under laws other than the laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts?

Yes _____ No _____.

If the bidder is selected for the work referred to above, it is required under M.G.L. c.30 § 39L to furnish to the awarding authority a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c. 181 §§ 3, 5 and the date of such compliance.

If a Partnership: (Name all Partners)

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

If an Individual:

Name: _____

Residence: _____

If an Individual doing business under a firm name:

Name of Firm: _____

Name of Individual: _____

Business Address: _____

Residence: _____

Other form of business organization:

E. Each bid must be accompanied by the following:

- A list of any subcontractors to be used during the contract.
- **MassDOT prequalification of contractors with the class of work as Highway Construction for the project with an estimated value of \$264,565.80 is required.**
- The name, address and contact person for at least two municipalities for which the bidder has furnished a comparable service.
- Signed Certifications attesting to Compliance with Federal Immigration Law, Non-Collusion, Tax Compliance and OSHA-10 Training.
- A bid deposit, in an amount not less than five percent (5%) of the bid amount, in the form of a certified check, a treasurer's check or a cashier's check, issued by a responsible bank or trust company, made payable to the Town of Acton; or a bid bond in the form attached hereto or otherwise satisfactory to the Town of Acton, with a surety company qualified to do business in the Commonwealth of Massachusetts.

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 certification, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

DATE: _____

CERTIFICATION OF COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The undersigned hereby certifies under the penalties of perjury that the contractor named below is in compliance with the Immigration Reform and Control Act of 1986, as amended, and with all regulations adopted there under, with respect to all of its employees who will be performing work under this contract and further certifies that said contractor does not knowingly employ any person in violation of the United States immigration laws.

The undersigned further certifies that said contractor will require this same form of certification to be executed by any subcontractor who will perform work under this contract and will maintain subcontractor certifications for inspection by the Town if such inspection is requested.

Name of Person signing bid or proposal

Date

Name of Business

Social Security # or Federal Identification #

*Approval of contract or other agreement will not be granted unless this certification clause is signed by the applicant.

TAX COMPLIANCE CERTIFICATION

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

*Signature of Individual or Corporate Name (Mandatory)

By: Corporate Officer (Mandatory if applicable)

**Social Security Number or Federal Identification Number

Date

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant, and separate forms completed by each subcontractor.

**Your Social Security Number and Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. c. 62C, §49A.

CERTIFICATION

COMPLETION OF AT LEAST 10 HOURS OF U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION “OSHA-10” APPROVED COURSE

The undersigned hereby certifies under the penalties of perjury that the Contractor named below is in compliance with the Massachusetts General Laws Chapter 30B, section 39S, with respect to all of its employees who will be performing work under this contract.

The undersigned further certifies that said Contractor will require this same form of certification to be executed by any subcontractor who will perform work under this contract and will maintain subcontractor certifications for inspection by the Town if such inspection is requested.

The undersigned certifies that a photocopy of each employee’s “OSHA-10” card will accompany each prevailing wage submittal.

Name of Person signing bid or proposal

Date

Name of Business

Social Security # or Federal Identification #

*Approval of contract or other agreement will not be granted unless this certification clause is signed by the applicant.

TOWN OF ACTON
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as Principal (the "Principal"), and

_____ a corporation
qualified to do business in the Commonwealth of Massachusetts, as Surety (the "Surety"), are held and
firmly bound unto the Town of Acton, Town Hall, 472 Main Street, Acton, Massachusetts 01720, as
Obligee (the "Obligee"), in the sum of _____

_____ Dollars (\$ _____), for the
payment of which sum well and truly to be made, the said Principal and the said Surety, hereby bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted to the Obligee a certain bid, attached hereto and made a
part hereof, for a contract (the "Contract") for

Contract No(s): _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall
enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or
bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the
faithful performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof, and in all respects faithfully perform its agreements as set forth in such bid or, in the
event of the failure of the Principal to perform its agreement to execute such Contract and furnish such
bond or bonds or to perform any other agreements or requirements, in such bid or required under such
laws, if the Principal shall pay to the Obligee the difference, not to exceed the sum hereof, between the
amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

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 permitted by law within which the Obligee may accept such bid; and said Surety hereby waives notice of any such extension.

Signed and sealed this _____ day of _____ 2026.

_____(Principal)

BY: _____(Seal)

_____(Title)

_____(Surety)

BY: _____(Seal)

_____(Title)

Surety Agent: _____

Address: _____

Telephone: _____

TOWN OF ACTON
LABOR AND MATERIAL PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS, that we _____
as Principal (the "Principal") and

_____, a corporation qualified
to do business in the Commonwealth of Massachusetts, as Surety (the "Surety"), are held and firmly
bound unto the Town of Acton, Town Hall, 472 Main Street, Acton, Massachusetts 01720, as Obligee
(the "Obligee"), in the sum of _____ Dollars
(\$_____) lawful money of the United States of America, to be paid to the Obligee, for which
payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has made a contract with the Obligee bearing the date of
_____, _____, for _____
_____, Contract No. _____,

which Contract is attached hereto and, together with all the Contract Documents referred to therein, is
incorporated herein by this reference and is referred to herein as the Contract.

NOW THE CONDITION of this obligation is such that if the Principal shall pay for all labor
performed or furnished and for all materials used or employed in the Contract and in any and all duly
authorized modifications, alterations, extensions of time, changes or additions to the Contract that may
hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or
additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be
subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149,
Section 29, as amended, which provisions are hereby incorporated in this bond, then this obligation shall
become null and void; otherwise it shall remain in full force and effect.

In witness whereof we hereunto set our hands and seals this _____ day of _____, 2026

_____(Principal)

BY: _____(Seal)

_____(Title)

_____(Surety)

BY: _____(Seal)

_____(Title)

Surety Agent: _____

Address: _____

Telephone: _____