



Roxann Wedegartner  
Mayor

City of  
**GREENFIELD, MASSACHUSETTS**

**Department of Public Works**

**Marlo M. Warner II**

Director of Public Works

189 Wells Street • Greenfield, MA 01301

Phone 413-772-1528 • [marlo.warner@greenfield-ma.gov](mailto:marlo.warner@greenfield-ma.gov) • [www.greenfield-ma.gov](http://www.greenfield-ma.gov)

**INVITATION FOR BIDS**

The City of Greenfield, Massachusetts will accept sealed bids for furnishing and delivering for use by the City of Greenfield, Department of Public Works:

**Materials for Phillips Street Water Main Replacement – Bid #DPW 20-16**

Sealed Bids, plainly marked “*Materials for Phillips St. Water Main Replacement*” will be received at the Department of Public Works Administration Building, 189 Wells Street, Greenfield, MA until:

**Tuesday, May 5, 2020**

at 2:00 P.M. at said time the Bids will be publicly opened and read aloud in the DPW Administration Building Meeting Room.

Bidding/contract documents, including specifications, may be obtained electronically by contacting [alan.twarog@greenfield-ma.gov](mailto:alan.twarog@greenfield-ma.gov) or by downloading them from the City’s Purchasing Department’s webpage at <https://greenfield-ma.gov/p/1815/FY-2020-IFBRFPRFQRF>. To get on the Bidder’s List, proposers should contact the DPW at [alan.twarog@greenfield-ma.gov](mailto:alan.twarog@greenfield-ma.gov) or by calling 413-772-1528 x6104. Bidding documents and specifications will be available starting April 15, 2020.

A 50% Labor and Materials (Payment) Bond will be required of the successful bidder.

Bids are subject to the provisions of the Massachusetts General Laws Chapter 30B, §5 as amended.

The responsive and responsible bidder offering the lowest price shall be awarded the entire bid, subject to the availability of funding. The City of Greenfield reserves the right to reject any or all bids or to waive any informalities in the bidding.

The bid/contract awarding authority is:

City of Greenfield  
Department of Public Works  
Greenfield, Massachusetts

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Advertise April 15<sup>th</sup> and April 22<sup>nd</sup>, 2020: Recorder

## Section 1.0 Information for Bidders:

- 1.1 The scope of this contract consists of furnishing all of the required materials, with its required parts and supplies necessary for or pertinent to the installation of the material by the City of Greenfield, Massachusetts, Department of Public Works in accordance with the specifications included herein.
- 1.2 The material supplied shall conform to standards prescribed or approved within these specifications. Any reference to a specification or designation of the American Water Works Association (AWWA) or Massachusetts Department of Public Works Specification, refers to the most recent or latest specifications or designation. Where names of specific products may be designated in these specifications, the intent is to state the general type and quality of product desired without ruling out use of other products of equal type and quality which have been approved in writing by the owner.
- 1.3 Guarantee: The bidder hereunder guarantees their respective material against defective materials or workmanship for a period of twelve (12) months from date of delivery by the bidder and acceptance by the owner.
- 1.4 Questions regarding Documents: In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the contract documents, or the equality specifications. Any information given to bidders, other than by means of contract documents, including Addenda, as described below, is given for information and convenience of the bidder only and is not guaranteed. The bidder agrees that such information does not entitle the bidder to assert any claim or demand against the owner or the engineer on account thereof.

To receive consideration, such questions shall be submitted in writing to the owner at least three days before the established date for receipt of bids. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications, or other data in sufficient detail to enable the owner to determine the equality or suitability of the products or methods. In general, the owner will neither approve nor disapprove particular products prior to the opening of bids.

The owner will set forth, as Addenda, which shall become a part of the contract documents, such questions received as above provided as in his sole judgment, are appropriate or necessary and his decision regarding each. At least two days prior to the receipt of bids, he will send a copy of these Addenda to those prospective bidders known to have taken out sets of the contract documents.

- 1.5 Blank Form for Bid: All bids must be upon the blank form for bid annexed hereto, state the proposed price of each item, both in words and in figures, and be signed by the bidder with his business address and place of residence. Bidders shall not remove and submit the bid pages separate from the volume of contract documents, but shall submit their bids bound with the complete volume of attached contract documents, including all pages correctly assembled.
- 1.6 Withdrawal of Bids: Except as hereinafter in this subsection otherwise expressly provided, once his bid is submitted and received by the owner for consideration and comparison with other bids similarly submitted, the bidder agrees that he may not and will not withdraw it within 40 consecutive calendar days after the actual date of the opening of bids.

Upon proper written request, and identification, it may be withdrawn only as follows:

1. At any time prior to the designated time for opening of bids.
2. Provided the bid has not been accepted by the owner, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his bid.

Unless a bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until the Agreement has been executed by both parties thereto or until the owner notified a bidder, in writing, that his bid is rejected or that the owner does not intend to accept it. Notice of acceptance of a bid shall not constitute rejection of any other bid.

- 1.7 Ability and Experience of Bidder: No award will be made to any bidder who cannot satisfy the owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and furnish the material within a normal period of time. The owner's decision or judgment on these matters shall be final, conclusive, and binding.

The owner may make such investigations as it deems necessary, and the bidder shall furnish to the owner, under oath, if so required, all such information and data for this purpose as the owner may request.

- 1.8 Bids: The owner, in its sole judgment, may reject bids which are incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities or the owner may waive such omissions, conditions, or irregularities.
- 1.9 The City of Greenfield reserves the right to reject any or all bids wholly or in part; to waive technicalities and informalities; to amend and/or cancel bid prior to the time of opening; to make awards in a manner deemed best to the City; and to correct any award erroneously made as a result of a clerical error on the part of the City.
- 1.10 Execution of Agreement: The bidder whose bid is accepted will be notified by letter and agrees to duly execute the Agreement.
- 1.11 Unit Prices: Only firm unit prices will be accepted. Any bid proposals containing escalator clauses or any other such provisions will be rejected as unsuitable for consideration.
- 1.12 Delivery: All prices shall be F.O.B. City of Greenfield, Department of Public Works, Greenfield, Massachusetts. All shipping charges are to be prepaid by the bidder. The City of Greenfield's purchases are tax exempt under the number #E-046-001-163.
- 1.13 Comparison of Bids: Bids will be compared and awarded on the basis of each individual items unit price stated in the bid.

In the event that there is a discrepancy in the bid between the unit prices written in words and figures, prices written in words shall govern.

The owner agrees to examine and consider each bid submitted in consideration of the bidder's agreements, as hereinabove set forth and as set forth in the bid.

1.14 Questions Regarding Specifications: All questions relative to the specifications shall be directed to:

Sam Urkiel  
209 Wells Street  
Greenfield, MA 01301  
413-772-1533

1.15 Exceptions to Specifications: Bidders are to list exceptions of any and all material, item or design specifications in their bid, in detail, and further, to select and qualify each exception using one of the following categories:

Category A – As specified

Category B – Material, item or design in specification is not available to the bidder from any source.

Category C – Material, item or design in specification is available to bidder from some source, but bidder chooses not to offer material, item or design at this time for this bid.

Category D – The bidder chooses to offer in lieu of the material, item or design, as detailed in attachment to this bid.

1.16 Disputes: In the event of any dispute as to any of the terms and conditions of this contract, it shall be determined in accord with the laws of the Commonwealth of Massachusetts and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction of the same.

1.17 Addenda: This bid includes addenda number/numbers \_\_\_\_\_.

1.18 Bid Enclosures: Manufacturers specifications must be enclosed with the bid proposal.

1.19 Rule for Award: The contract will be awarded to the responsive and responsible bidder offering the lowest total price for all items.

**Category of  
Exceptions**  
**A B C D**

**SPECIFICATIONS:**

General

All ductile iron pipe, copper tubing, fittings, gates, hydrants, retainers and other materials listed shall be manufactured in North America and shall contain no lead.

Ductile Iron Fittings

Iron fittings shall be in accordance with AWWA Specification C-153 for Compact Ductile Iron Fittings 3” through 12”.

Ductile Iron Fittings shall be rated for 350 psi operating pressure (Class 350).

All fittings shall be plainly marked with the pressure rating, nominal diameter of openings, manufacturer’s identification, the country where cast, the letters D.I. or Ductile, and the number of degrees or fraction of the circle on all bends.

Standardized mechanical joint fittings shall be furnished with rubber gaskets.

All iron fittings shall be provided with a cement mortar lining, double thickness in accordance with AWWA Specification C-104.

All flanges and similar machined surfaces shall be coated with a rust preventative and shall be covered or wrapped to protect them from mechanical damage.

Gate Valves

Gate valves shall comply with all requirements of the AWWA Standard Specification C 509-80 for Resilient Seated Gate Valves, as amended.

All valves shall be vertical, nut operated, opening to the right (clockwise), non-rising brass stem, and suitable for direct burial.

All “flanged ends” shall comply with American Standard #125 specification and shall be supplied complete with one rubber gasket and one set of bolts.

All “mechanical joint” ends shall comply with American Water Works specification C 111-64 and shall be furnished complete with glands, gaskets, and all bolts required.

All valves shall be furnished with o-ring seals on the stem.

Valve operating pressure shall be 200 psi.

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The gate body shall be cast iron or full body ductile iron, the body coating must be epoxy coated inside and outside.

A stuffing box is required, all exterior bolts are to be stainless steel.

The rubber coated wedge must be interchangeable with other manufactured gates.

Fire Hydrants

Hydrants shall comply in all respects with AWWA Standard C-502 latest revision.

Hydrants shall be of the compression type with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 1/4" in diameter.

Hydrants shall be rated at 150 psi water working pressure, tested at 300 pounds hydrostatic for structural soundness.

The main valve facing of hydrants shall be made of rubber and be supported on the water main side by a one piece epoxy coated cast iron plate. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated cast iron cap nut suitable for sealing the threads from the water.

Changes in size or shape of the waterway shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.

Hose and steamer nozzles shall be threaded and screwed into the nozzle section and then pinned to prevent turning.

Hose and steamer caps shall be individually chained to the hydrant.

Hydrants shall be so designed that when in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Hydrants shall be of the type that can be extended without excavating.

Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level, the main valve will remain closed. The main valve rod shall be made in two parts and fitted with breakable feature at the ground line flange.

The ground line connection between nozzle section and the barrel shall incorporate the use of breakable lugs. This connection shall be so designed that the nozzle section can be rotated in any increment of 360 degrees. The ground line connection between the barrel and nozzle section shall have a rubber ring gasket to provide the seal.

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The operating thread shall be lubricated with grease at the factory and the hydrant shall be equipped with an oil reservoir for convenient lubrication in the field. Access shall be provided through the bonnet to provide lubricant to the oil reservoir.

The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed when it passes through the stuffing box.

The bonnet shall be weather-proof and incorporate a weather shield.

The operating nut shall be of bronze and a self-lubricating, anti-friction thrust bearing shall be provided to reduce operating torque. Additionally, the stem shall be provided with a stop nut to insure that when the hydrant is in the full open position, the stem is not under compression.

Hydrants shall be of the dry barrel type and hydrant shoe shall have two positive acting non-corrodible drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-500 requirements when the main valve is open.

The main valve shall be seated in the hydrant with a bronze to bronze interface to facilitate removal of the main valve, should maintenance be required.

The nozzle section shall consist of two 2 ½” hose nozzles and a pumper nozzle 4 ½” in diameter. Threads for hose nozzles and pumper nozzle shall be NST.

Two o-ring seals shall be utilized where the main hydrant rod passes through the stuffing chamber.

All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.

Hydrants shall open by turning to the left (counter clockwise).

Size and shape of operating nuts and cap nuts shall conform to National Standard.

The inside of all hydrants shall be coated with a black asphalt varnish to Federal Specification TT-V-51 except for bronze and machined surfaces.

The wetted surface of the hydrant shoe shall be epoxy coated to prevent corrosion of the waterway.

Hydrants shall be marked with the name of the manufacturer, size of valve opening, and the year of manufacture, all in accordance with AWWA C-502.

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Curb Boxes

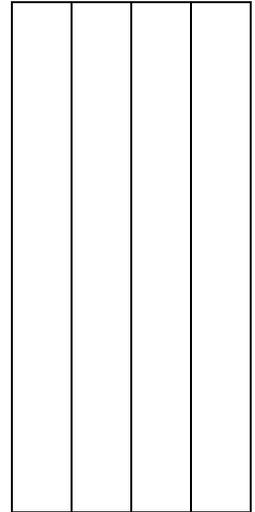
Curb boxes shall be heavy (New England Pattern) cast iron and shall be of 2 1/2" diameter.

Curb boxes shall consist of two section boxes of the sliding type.

The top section shall be 24-inches long and the cover shall fit flush with the top of the box rim.

The cover and top section shall be the classon type and the cover shall have the word "Water" cast on it.

The bottom section shall be of the arch type.



\_\_\_\_\_  
Bidder's Name

**PROPOSAL FORM**

To the City of Greenfield, Massachusetts, (hereinafter called the "Owner") acting through its Department of Public Works, duly authorized therefore, who act solely for said City and without personal liability to themselves:

Gentlemen:

The undersigned \_\_\_\_\_, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the specifications (and amendments thereto); and he bids and agrees, if this bid is accepted, that the bidder will furnish the material specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The bidder agrees that the Owner will have forth (40) consecutive days from date of bid opening to accept and order, except as described in the specifications, the unit(s) at the price, therein. The bidder also understands that the owner reserves the right to accept or reject any or all bids and to waive any informalities in the proposals if it is in the Owner's interest to do so. The Invitation for Bids, Information for Bidders, Specifications and Proposal Form attached thereto, shall become a contract upon the receipt by the bidder of written acceptance of this bid by the owner.

The bidder will take in full payment, therefore, the following price, to wit:

| Item Number | Estimated Quantity | Brief Description; unit or lump sum price bid in both words and figures                          | Total in Figures |
|-------------|--------------------|--|------------------|
| 1           | 1,200 LF           | 8" Class 52 Ductile Iron Pipe with bronze wedges<br><br>_____dollars<br>and _____cents (\$_____) | \$_____          |
| 2.          | 5 EA               | 1" K Copper 100' Roll<br><br>_____dollars<br>and _____cents (\$_____)                            | \$_____          |
| 3.          | 1 EA               | 1.5" K Copper 60' Roll<br><br>_____dollars<br>and _____cents (\$_____)                           | \$_____          |

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4. FITTINGS

4a. 2 EA 8" DI 45° Bend MJ  
\_\_\_\_\_dollars  
and \_\_\_\_\_cents (\$\_\_\_\_\_) \$\_\_\_\_\_

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4b. 10 EA 8" Ring and Rubber Kit MJ  
\_\_\_\_\_dollars  
and \_\_\_\_\_cents (\$\_\_\_\_\_) \$\_\_\_\_\_

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4c. 6 EA 6" Ring and Rubber Kit MJ  
\_\_\_\_\_dollars  
and \_\_\_\_\_cents (\$\_\_\_\_\_) \$\_\_\_\_\_

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4d. 2 EA 8" x 8" x 6" DI Tee MJ  
\_\_\_\_\_dollars  
and \_\_\_\_\_cents (\$\_\_\_\_\_) \$\_\_\_\_\_

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4e. 2 EA 4" DI Caps MJ  
\_\_\_\_\_dollars  
and \_\_\_\_\_cents (\$\_\_\_\_\_) \$\_\_\_\_\_

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5. GATE VALVES

5a. 1 EA 8" Resilient Seat Gate Valve MJ (Open Right)  
\_\_\_\_\_dollars  
and \_\_\_\_\_cents (\$\_\_\_\_\_) \$\_\_\_\_\_

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5b. 2 EA 6" Resilient Seat Gate Valve MJ (Open Right)  
\_\_\_\_\_dollars  
and \_\_\_\_\_cents (\$\_\_\_\_\_) \$\_\_\_\_\_

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|     |       |  |               |                           |         |
|-----|-------|--|---------------|---------------------------|---------|
| 6.  | 2 EA  | 5 ½" Kennedy K81 or Mueller Hydrant (Open Left) (Painted Yellow) | _____ dollars | and _____ cents (\$_____) | \$_____ |
| 7.  | 28 EA | Curb Boxes Complete  | _____ dollars | and _____ cents (\$_____) | \$_____ |
| 8.  | 26 EA | 1" Lead Free Corporations Mueller or Red Hed                     | _____ dollars | and _____ cents (\$_____) | \$_____ |
| 9.  | 2 EA  | 1.5" Lead Free Corporations Mueller or Red Hed                   | _____ dollars | and _____ cents (\$_____) | \$_____ |
| 10. | 26 EA | 1" Lead Free Curb Stops Mueller or Red Hed                       | _____ dollars | and _____ cents (\$_____) | \$_____ |
| 11. | 2 EA  | 1.5" Lead Free Curb Stops Mueller or Red Hed                     | _____ dollars | and _____ cents (\$_____) | \$_____ |
| 12. | 24 EA | 1" to ¾" Iron Bushings (Female) Mueller, Red Hed or Cambridge    | _____ dollars | and _____ cents (\$_____) | \$_____ |

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13. 2 EA 1.5" to 1.25" Iron Bushings (Female) Mueller, Red Hed or Cambridge

\_\_\_\_\_ dollars  
and \_\_\_\_\_ cents (\$\_\_\_\_\_) \$\_\_\_\_\_

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The total price for Items \_\_\_\_\_ inclusive, derived as described in the INFORMATION FOR BIDDERS under the heading "Comparison of Bids," is \$\*\* \_\_\_\_\_

This BID includes Addenda number \*\*\* \_\_\_\_\_

\*\* Bidder must fill in this blank

\*\*\* To be filled in by Bidder if Addenda are issued.

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

(SEAL)

By \_\_\_\_\_  
(Signature and title of authorized representative)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City & State)

Date \_\_\_\_\_

The Bidder is a corporation incorporated in the State (or Commonwealth) of \_\_\_\_\_  
\_\_\_\_\_(Bidder must add and delete, as necessary, to make this sentence read correctly).

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.)

**TAX COMPLIANCE/NON-COLLUSION FORM**

Bid No. \_\_\_\_\_ for \_\_\_\_\_

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, entity, or group of individuals.

\_\_\_\_\_  
(Name of person signing Bid or Proposal)

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

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

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

\_\_\_\_\_  
Signature of Individual or Corporate Name

By: \_\_\_\_\_  
Corporate Officer  
(if applicable)

Any person or corporation that fails to execute these attestation clauses shall not be awarded this bid.

Submission of a social security or federal identification number is voluntary.

**NOTARIZED STATEMENT**

I, (name) \_\_\_\_\_

(title) \_\_\_\_\_

of (company) \_\_\_\_\_

of (address) \_\_\_\_\_

(phone #) \_\_\_\_\_

do hereby certify that the information contained herein is true, accurate and correct, to the best of my knowledge. It is agreed that any and all merchandise to be delivered hereunder, will be in conformity with the specifications set forth, including any and all amendments thereto.

Witness my hand and seal this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

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

\_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

Personally appeared the above named \_\_\_\_\_  
and acknowledged the foregoing statement to be true, to the best of his/her knowledge, before me.

\_\_\_\_\_  
Notary Public

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

**AGREEMENT FOR CONTRACT DPW 20-16**

**Materials for Phillips Street Water Main Replacement**

**THIS AGREEMENT**, executed this \_\_\_\_\_ day of \_\_\_\_\_  
in the year Two Thousand and Twenty.

(herein referred to as the "AGREEMENT"), by and between the City of Greenfield, Massachusetts, acting by and through its Department of Public Works, duly authorized therefore, which acts solely for said City and without personal liability to itself, party of the first part, and \_\_\_\_\_ party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise, and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

The awarded bidder (Vendor) agrees to furnish and deliver all materials required to be furnished and delivered in accordance with the specifications attached hereto and made a part hereof, in strict conformity with the provisions herein contained and the Invitation for Bids, Information for Bidders and Proposal hereto annexed. All said Invitation for Bids, Information for Bidders, Specifications and Proposal are hereby specifically made a part of this contract as fully and to the same effect as if the same had been set forth at length herein.

In consideration of the foregoing premises, the Owner agrees to pay and the Vendor agrees to receive as full compensation for everything furnished and delivered by the Vendor under this contract.

The Vendor's bid price is \_\_\_\_\_.

IN WITNESS WHEREOF, the Owner has caused this instrument to be signed and its corporate seal to be hereto affixed in its behalf, and the Vendor has caused this instrument to be signed in its behalf.

FOR THE OWNER,

Approved as to Appropriation: \_\_\_\_\_

\_\_\_\_\_  
City Accountant

By the \_\_\_\_\_

FOR THE VENDOR,

Witness: \_\_\_\_\_

\_\_\_\_\_  
By the \_\_\_\_\_

(If a corporation, attach to each signed Agreement a notarized copy of the corporate vote authorizing the signatory to sign this Agreement.)

**LABOR AND MATERIALS (PAYMENT) BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_

\_\_\_\_\_ (an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of \_\_\_\_\_,

and having a usual place of business at \_\_\_\_\_, as

Principal, and \_\_\_\_\_, a corporation duly

organized under the Laws of the State (or Commonwealth) of \_\_\_\_\_, and having

a usual place of business at \_\_\_\_\_,

as Surety, are holden and stand firmly bound and obligated unto the City of Greenfield, Massachusetts,

as obligee, in the sum of \_\_\_\_\_,

lawful money of the United States of America to and for the true payment whereof we bind ourselves

and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally,

firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated \_\_\_\_\_.

Has entered into a contract with the said obligee for \_\_\_\_\_

\_\_\_\_\_ a copy of which AGREEMENT is attached hereto and by reference made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor performed or furnished and for all materials and equipment furnished for or used or in connection with the Work called for by said AGREEMENT and/or Contract and any modifications thereof, including lumber used, but not incorporated in said Work, and for the rental or hire of vehicles, tools and other appliances and equipment furnished for or used in connection with said Work, this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials, and/or equipment used or reasonably required for use in the performance of the said Work, labor and materials, being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the said AGREEMENT and/or Contract and any modifications thereof.

2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials or equipment were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by a claimant,
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the City or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City, or Surety at any place where an office is regularly maintained for the transaction of business, or served in the state in which the said Work is located, save that such service need not be made by a public officer;
  - (b) After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the said Work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said AGREEMENT and/or Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to \_\_\_\_\_  
counterparts of this Bond, this \_\_\_\_\_ day of \_\_\_\_\_  
in the year Two Thousand and Twenty.

(NOTE:

If the Principal (Contractor)  
is a partnership, the Bond  
should be signed by each of the  
partners.

\_\_\_\_\_(Seal)  
Principal

\_\_\_\_\_(Seal)  
Principal

If the Principal (Contractor)  
is a corporation, the Bond  
should be signed in its correct  
corporate name by its duly  
authorized officer or officers.

\_\_\_\_\_(Seal)  
Principal

If this Bond is signed on  
behalf of the Surety by an  
attorney-in-fact, there should  
be attached to it a duly certi-  
fied copy of his power of  
attorney showing his authority  
to sign such Bonds.

\_\_\_\_\_(Seal)  
Surety

\_\_\_\_\_(Seal)  
Surety

There should be executed an  
appropriate number of counter-  
parts of the Bond corresponding  
to the number of counterparts of  
the AGREEMENT.)

\_\_\_\_\_(Seal)  
Surety