

***TOWN OF WESTMINSTER***



**INVITATION FOR BIDS**

***HOT MIX ASPHALT, FOB PLANT***

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**TOWN OF WESTMINSTER  
DEPARTMENT OF PUBLIC WORKS  
2 OAKMONT AVE., P.O. BOX 376  
WESTMINSTER MA 01473  
(978 874-5572)**

**I. ADVERTISEMENT/PUBLIC NOTICE**

**TOWN OF WESTMINSTER**

**INVITATION FOR BIDS**

The Town of Westminster is accepting separate sealed bids from qualified Contractors for (1) Hot Mix Asphalt FOB Plant, (2) Hot Mix Asphalt Laid in Place, (3) Full Depth Pavement Reclamation with Calcium Chloride, (4) Pavement Milling, and (5) Crack Sealing. Separate sealed bids clearly marked will be received by the Department of Public Works, 2 Oakmont Avenue, Westminster MA 01473 until Thursday, July 16, 2020 at 11:00 a.m., at which time they will be publicly opened and read via teleconference by calling (978) 990-5242 and entering access code 727982. Bid packages may be obtained from the Department of Public Works, 2 Oakmont Avenue, Westminster, MA 01473. The Town of Westminster reserves the right to accept or reject, in whole or in part, any or all bids, and to take whatever other action deemed necessary to be in the best interest of the Town.

**PUBLIC WORKS COMMISSION  
TOWN OF WESTMINSTER**

Lorraine J. Emerson, Chairman  
Vance A. Butterfield  
Ross W. Barber

## II. GENERAL INFORMATION/ INSTRUCTIONS

Purchasing Entity: Town of Westminster

Address: Department of Public Works  
2 Oakmont Avenue  
Westminster, MA 01473

Telephone: (978) 874-5572

Facsimile: (978) 874-0445

Title of Bid: Hot Mix Asphalt, FOB Plant

Contact Person: Joshua W. Hall, P.E., Director of Public Works

### 1.) Submittal Deadline and Format:

Sealed bids must be submitted by **11:00 a.m., Thursday July 16, 2020** to the Director of Public Works at the above address. Postmarks and faxed bids will not be considered. One original and two copies of the bid, prepared in accordance with the Submittal Requirements listed in Section 2, below, must be submitted in a sealed envelope indicating the firm's name and address. The envelope must be marked in the lower left-hand corner as follows:

“Hot Mix Asphalt, FOB Plant”

### 2.) Submittal Requirements

All bids shall contain the following completed attachments and additional information:

Signed Bid Form (Att. A)  
References (Att. B)  
5% Bid Deposit

### 3.) Time for Award

All bid prices submitted in response to this IFB must remain firm for thirty (30) days following the bid opening. A contract shall be awarded to the lowest responsible and responsive bidder within thirty (30) days of the opening of bids. The time for award may be extended for up to 14 additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder.

### 4.) Pre-Bid Conference

Not applicable.

### 5.) Right to Cancel/Reject Bids:

The Town reserves the right to cancel this Invitation for Bids (IFB), to reject any and all bids, wholly or in part, to waive informalities when in the best interest of the Town, and to make awards in a manner deemed to be in the best interest of the Town.

6.) General Requirements

- a) The bidder shall be bound by all applicable statutory provisions of the laws of the Federal Government, the Commonwealth of Massachusetts, and the Town of Westminster.
- b) This bid must cover all contingencies, including all labor, materials, transportation, etc., necessary for the delivery of these supplies as required by the Town of Westminster.
- c) The procurement officer shall unconditionally accept a bid without alteration or correction, except as provided in this paragraph. A bidder may correct, modify, or withdraw a bid by written notice received in the office designated in the IFB prior to the time and date set for the bid opening. After bid opening, a bidder may not change the price or any other provision of the bid in a manner prejudicial to the interests of the governmental body or fair competition. The procurement officer shall waive minor informalities or allow the bidder to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the procurement officer shall correct the mistake to reflect the intended correct bid and so notify the bidder in writing, and the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident.
- d) Before submitting a bid, each bidder must make a careful study and fully assure itself of the requirements of this IFB. By signing and submitting its bid, the bidder agrees to all terms and conditions of this IFB, including but not limited to the specifications and contract terms.
- e) Bid Deposits: If the Invitation for Bid requires a bid deposit, such deposit shall be submitted in the form of cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the Town of Westminster, and must be filed with the original bid. Failure to do so will lead to rejection of the bid. The bid deposit will be returned to the successful bidder within seven (7) days of execution of award and approval by the Town of any performance and/or payment bond(s). In case of default, the bid deposit shall be forfeited to the Town.
- f) Performance and/or Payment Bonds: If so stated in the Invitation for Bid, the Contractor will be required to furnish a performance and/or a labor and material payment bond in an amount, in a form and with a surety satisfactory to the Town. The bidder shall be responsible for the cost of the bond(s).
- g) The successful bidder will be required to enter into a contract with the Town substantially as shown in Attachment C.
- h) The bidder will be required to indemnify the Town for all damage to life and property that may occur due to its negligence or that of its employees, subcontractors, etc., during the period of this project (included in Form of Contract, Att. C).
- i) Purchases made by the Town of Westminster are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Taxes and any such taxes must not be included in the quoted price(s).
- j) All questions concerning this IFB and requests for interpretation of these documents shall be submitted in writing to the Procurement Officer no less than five (5) business days before the due date for submissions. Written responses will

be mailed, faxed or emailed to all bidders on record as having picked up/received the IFB.

- k) If it becomes necessary to revise any part of this IFB or if additional data is necessary to enable an exact interpretation of provisions, such addenda will be provided to all firms that have requested this IFB. No addenda will be issued within the immediate three (3) business days prior to the bid deadline. If an addendum is issued, all bidders shall acknowledge receipt of each addendum with their bid.
- l) The successful bidder shall maintain such insurance as will protect it from claims under Workmens' Compensation Acts and from any other claims for property damage or personal injury, including death, which may arise from operations under this contract.
- m) The right of the successful bidder to proceed may be terminated at any time by the Town if it is determined that the bidder, the bidding firm, or its agent(s) offered or gave a gratuity to an employee of the Town of Westminster in order to obtain a contract or receive favorable treatment under a contract. The contractor shall certify by the execution of bid documents that the bid is rendered independently, without fraud, collusion or in connection with any other bidder and that no official or employee of the Town of Westminster is pecuniarily interested in the solicitation of any resultant contract.
- n) In the event that the Town receives low quotes/bids in identical amount from two or more responsive and responsible bidders, the Town shall select the successful bidder by a blind selection process such as flipping a coin or drawing a name from a hat. The low bidders who are under consideration will be invited to attend and
- o) The contract is effective when signed by both the Contractor and the Town, and shall extend for a period of one year. At the Town's sole discretion, this contract may be extended for two additional one year terms at the same contract price, terms and conditions.

### III. PURCHASE DESCRIPTION/SPECIFICATIONS/ SCOPE OF SERVICES

#### Description

(a) The bidder shall supply Hot Mix Asphalt, FOB Plant to the Town of Westminster in accordance with the Invitation For Bid and this Specification. The bidder shall not subcontract any portion of this contract. The work to be done under this item shall consist of all the operations and furnishing all the materials, labor and equipment necessary to supply Hot Mix Asphalt, FOB Plant. The project quantity of Hot Mix Asphalt, FOB Plant is **4,000 TONS (Superpave 9.5 & 12.5mm Top, 19.0 & 37.5mm Binder)**. The bidder understands that the quantities stated are approximate and should not be interpreted as the actual quantities the Town will purchase or be committed to purchase.

#### Materials

(b) Material supplied under this Contract shall comply in all respects with the Massachusetts Department of Transportation Standard Specifications for Highways and Bridges dated 1988, the Supplemental Specifications dated July 1, 2015, and the Interim Supplemental Specifications contained in this contract; the 2016 Construction Standard Details, the 1990 Standard Drawings for Signs and Supports; the 1996 Construction and Traffic Standard Details (as relates to the Pavement Markings details only); The 2015 Overhead Signal Structure and Foundation Standard Drawings, the 2009 Manual on Uniform Traffic Control Devices (MUTCD) with Massachusetts Amendments and the Standard Municipal Traffic Code; the 1968 Standard Drawings for Traffic Signals and Highway Lighting; the latest edition of American Standard for Nursery Stock; the LRFD Bridge Manual – 2013 Edition; AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, 1st Edition; The Guide for the Development of Bicycle Facilities 2012 Edition, the Plans and these Special Provisions.

The pavement shall be in accordance with Section 450 Quality Assurance for Hot Mix Asphalt and Section 455 Superpave Asphalt Hot Mix Specifications.

#### Price Adjustment

(c) This contract contains a Price Adjustment for Hot Mix Asphalt. The price adjustment will be based on the variance in price for the liquid asphalt component of Hot Mix Asphalt from the base price to the period price. It shall not include transportation or other charges. The base price of liquid asphalt for this bid will be a fixed price based on the most current posted price for liquid asphalt as determined and published by the Massachusetts Department of Transportation. The base price for liquid asphalt for this bid is **\$ 505.00** per ton (June 2020 Adjustment Period).

The period price of liquid asphalt will be determined by the current posted price as determined and published by the Massachusetts Department of Transportation.

The price adjustment, as herein provided, upwards and downwards, will be made at the end of each monthly period in which the product was purchased. The adjustment will be determined by the variance between the period price of liquid asphalt and the base price of liquid asphalt. The asphalt content, for the purpose of the adjustment will be 5.5% (0.055)

for each ton of Hot Mix Asphalt, regardless of the percentages established in the Job Mix Formula. The price adjustment will be a separate payment item. It will be determined by multiplying the number of tons of Hot Mix Asphalt purchased during the period by (0.055) times the variance in price between base price and period price of liquid asphalt. This price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds +/- 5 percent.

#### Method of Measurement

(d) Hot Mix Asphalt, FOB Plant shall be measured by the ton of actual material supplied.

#### Basis of Payment

(e) The Contractor will be paid the contract unit price per ton of actual material supplied, complete in place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as specified herein.

### **IV. QUALITY REQUIREMENTS**

- Bidders must comply with instructions listed in Section II, "General Information/Instructions."
- Bidders must have been in the business of providing the above-described services for a minimum of three (3) years.
- Bidders must be able to provide references from a minimum of three customers for whom the bidder has performed similar work within the past five years.

### **V. AWARD OF CONTRACT**

The Town intends to award this contract to the lowest eligible responsive and responsible bidder. The Procurement Officer shall consider the following criteria in making that determination:

- Price (lowest base price, not including alternates)
- Compliance with requirements of this Invitation for Bids and applicable laws
- Ability of bidder to undertake and complete the work or service for this contract.
- Ability of Town to obtain satisfactory responses from references contacted.
- The Town's past experience with a bidder.

The contract will be awarded no later than thirty (30) days after bid opening, during which period bids may not be withdrawn.



**INVITATION FOR BIDS**  
**Hot Mix Asphalt, FOB Plant**  
**FORM FOR BID**

Bid of (Company Name and Address): .....

.....  
(hereinafter the Bidder)

To the Town of Westminster:

The Bidder, in compliance with the Town's Invitation for Bids for Hot Mix Asphalt, FOB Plant, and having read and understood the specifications and requirements of this IFB, offers the following Bid Price.

This price is to cover all expenses incurred in supplying the materials requested under these bid documents, of which this bid sheet is a part.

Bidder acknowledges Addenda numbered \_\_\_\_\_.

The Bidder agrees to perform all the work described in Section III of the bid documents for the proposed Contract Price of:

Price per Ton, FOB Plant \$\_\_\_\_\_ x 4,000 Tons = \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

[Indicate amounts in words and figures. In the event of a discrepancy, the amounts in words shall control.]

**Affidavit of Non-Collusion:** The undersigned certifies under penalties of perjury that this bid or proposal 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, club, or other organization, entity, or group of individuals.

**Labor Harmony Clause:** I certify that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four of M.G. L. chapter 30, s. 39M.

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 section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Social Security or FID No.

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Signature and Title of Person Signing Bid

## REFERENCES

Bidder must provide references of at least three customers who have had similar contracts with the Bidder within the past five (5) years.

Reference: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

Reference: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

Reference: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(SAMPLE CONTRACT)**

**TOWN OF WESTMINSTER, MASSACHUSETTS**

Hot Mix Asphalt, FOB Plant

THIS CONTRACT is executed this       day of       , 2020 by and between:

hereinafter referred to as the "Contractor" and the TOWN OF WESTMINSTER, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at Town Hall, 11 South Street, Westminister, MA 01473, hereinafter referred to as the "Town", acting through its Public Works Commission.

The Town and the Contractor agree to the terms and conditions contained in this Contract and in the following documents which are hereby incorporated by reference and made a part hereof: Advertisement, bid document titled "Town of Westminister Invitation for Bids, Hot Mix Asphalt, FOB Plant, Contractor's response to the Invitation for Bids and all addenda issued by the Town prior to and any modifications made by the Town subsequent to award of this Contract, certificate(s) of insurance and surety bond(s), if any, submitted in connection with this Project, and any duly authorized and executed amendments, change order or purchase orders issued by the town after execution of this Contract. The Contractor agrees to supply the materials indicated in its response to the Town's Invitation for Bid at the price indicated (\$) with price adjustment based on the New Method as determined and published by the Massachusetts Highway Department. The base price for liquid asphalt on this project is **\$505.00** per ton (June 2020 Adjustment Period), and in compliance with applicable laws, ordinances and codes of the state, local and federal governments. The Invitation for Bid, Advertisement for Bid, and Contractor's Bid Form are hereby incorporated by reference.

**SCOPE OF SERVICES:**

The work to be done under this Contract shall consist of all the operations and furnishing all the materials, labor and equipment necessary to supply Hot Mix Asphalt, FOB Plant. The project quantity of Hot Mix Asphalt, FOB Plant is **4,000 TONS (Superpave 9.5 & 12.5mm Top, 19.0 & 37.5mm Binder)**.

It is understood that the quantities given in this IFB are assumed solely as a basis for the comparison of bids. While the quantities are based on the Town's best estimates of the supplies to be provided during the term of this Contract, the town does not expressly or by implication agree that the actual amount of tons ordered will even approximately correspond herewith, and the Town reserves the right to

increase or decrease the amount of product it may deem necessary, without change of price per unit of quantity.

TERM OF CONTRACT:

This Contract is effective when signed by both the Contractor and the Town, and shall extend for a period of one year. At the Town's sole discretion, this contract may be extended for two additional one year terms at the same contract price, terms and conditions.

TERMINATION OF CONTRACT

The Town may, by written notice to the Contractor, terminate the whole or any part of this contract pursuant thereto in any one of the following circumstances:

- a) If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Town shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed through the date of termination.
- b) If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the Town, the Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the Town may authorize in writing) after receipt of notice from the Town specifying such failure.

In the event of termination the Contractor shall have no right to payment for lost profits, consequential, incidental, indirect or punitive damages.

PREVAILING WAGE RATES

(Not applicable.)

BID DEPOSIT

A 5% bid deposit of the value of the total bid is required.

PERFORMANCE AND/OR PAYMENT BOND

A 50% payment bond is required.

DELIVERY TERMS

(Not applicable)

PAYMENT TERMS:

The Contractor shall provide the services at the price stated on the Bid Form. The Town shall submit payment to the Contractor upon submission of an invoice by the Contractor and upon verification by the Procurement Officer or his designee of acceptance of the supplies.

INSURANCE REQUIREMENTS

The Contractor shall secure and maintain the following insurance coverages for the duration of this project and at no cost to the Town:

- a) General Liability on an occurrence basis with a total limit of at least \$1,000,000,
- b) Property Damage Liability on an occurrence basis with a limit per occurrence of at least \$500,000 and an aggregate limit of \$1,000,000,
- c) Automobile Bodily Injury and Property Liability on an occurrence basis, with a limit per accident of at least \$500,000 and \$1,000,000 aggregate
- d) Worker's Compensation, as required by law.

The Certificate Holder shall be identified as "Town of Westminster, c/o Chief Procurement Officer, 11 South Street, Westminster MA 01473." The Town of Westminster shall be named as an additional insured for the project.

This Contract shall not be altered in any particular without the consent of all parties to this Contract. All alterations to this Contract must be in writing and authorized as such by the Chief Procurement Officer and the Contractor.

In the event the Contractor is a corporation, a certificate that the person executing this contract is duly authorized to sign must accompany this contract.

The Contractor agrees to indemnify, save harmless, and defend the Town of Westminster and its respective employees, elected officials, agents, and assigns from and against any and all losses, liabilities, claims, penalties, suits and the cost and expense incident thereto, including the cost of defense, settlement and reasonable attorney's fees, which the Town may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or any adverse effects on the environment or any violation of applicable federal, state, and local laws, regulations, bylaws, or ordinances to the extent caused by the contractor's breach of any term or provision of this agreement.

This contract shall be deemed to be a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the Bylaws of the Town of Westminster.

This Contract shall become effective when signed by both the Contractor and the Town.

IN WITNESS WHEREOF, this Contract has been executed, in triplicate, on the date first above written for the Town of Westminster by its Public Works Commission, and for the said Contractor by its owner, or duly authorized officer or agent.

TOWN OF WESTMINSTER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

\_\_\_\_\_

Print Name and Title

Public Works Commission

Approved as to Appropriation:

\_\_\_\_\_

Town Accountant

CERTIFICATE OF AUTHORITY

(Required if a Corporation)

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)  
held on \_\_\_\_\_ at which all the Directors were present or waived notice,  
(Date)  
it was voted that \_\_\_\_\_ of the company be and  
(Officer and Title)  
hereby is authorized to execute contracts and bonds in the name and on behalf of said  
company, and affix its corporate seal thereto, and such execution of any contract of  
obligation in this company's name on its behalf of such \_\_\_\_\_ under  
(Officer)  
seal of the company shall be valid and binding upon this company.

A TRUE COPY,

Attest: \_\_\_\_\_  
(Signature/Title)

Place of Business: \_\_\_\_\_  
\_\_\_\_\_

~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

I hereby certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Corporation)  
and that \_\_\_\_\_ is the duly elected \_\_\_\_\_  
(Name of Officer) (Title)  
of said company, and the above vote has not been amended or rescinded and remains in  
full force and effect as of the date of this contract.

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

Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

(Corporate Seal)

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

**ATTESTATION CERTIFICATION**

Pursuant to M.G.L., Ch. 62C, s. 49A, the undersigned certifies, under the penalties of perjury, that he has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

\_\_\_\_\_  
Signature of Individual or Corporate Officer

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Social Security Number or Federal  
Identification Number\*

\* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether or not you have any 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 Chapter 62C, Section 49A, of the Massachusetts General Laws.



**AFFIDAVIT OF NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid or proposal is in all respects bona fide and fair and has been made and submitted in good faith without collusion or fraud with any other person. As used in this affidavit, the word “person” shall mean any natural person, joint venture, business, partnership, corporation, union, committee, club, organization, group of individuals, or other business or legal entity.

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

Date: \_\_\_\_\_

Name [Printed]: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

PAYMENT BOND

Know All Men By These Presents: That

we, \_\_\_\_\_, as PRINCIPAL,  
and \_\_\_\_\_, as SURETY, are held and firmly bound unto the Town of Westminster as Obligee, in the sum  
of \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) to be paid to the Obligee, for which payments 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 said PRINCIPAL has made a contract with  
the Obligee, bearing the date of \_\_\_\_\_, 20\_\_\_\_, for the construction of

\_\_\_\_\_  
(Project Title) in Westminster, Massachusetts. Now, the conditions of this obligation are such that  
if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or  
furnished and for all materials used or employed in said contract and in any and all duly authorized  
modifications, alterations, extensions of time, changes or additions to said 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, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as  
amended, then this obligation shall become null and void; otherwise it shall remain in full force,  
virtue and effect. In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands  
and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL SURETY

\_\_\_\_\_  
BY \_\_\_\_\_ (SEAL) (ATTORNEY-IN-FACT) (SEAL) (Title)

ATTEST: \_\_\_\_\_ ATTEST: \_\_\_\_\_