

B. CONTRACT

NOTICE OF AWARD

Dated _____, 20 ____

TO: _____
(BIDDER)

ADDRESS: _____

OWNER'S PROJECT NO: _____

PROJECT: _____

OWNER'S CONTRACT NO: _____

CONTRACT FOR: _____

(Insert name of contract as it appears in the Bid Documents)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is _____ Dollars (\$ _____).

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. The same number of sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of receiving this Notice of Award.

1. You must deliver to the OWNER all of the fully executed counterparts of the Agreement including all the Contract Documents. This includes the sets of Drawings. Each of the Contract Documents must bear your signature on (the cover) (every) page.

2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Information for Bidders and General Conditions.

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3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle **OWNER** to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after receipt of acceptable performance BOND, payment BOND and agreement signed by the party to whom the Agreement was awarded, the **OWNER** will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

(OWNER)

By _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

The _____ day of _____, 20 _____

By _____

Title _____

Copy to ENGINEER
(Use Certified Mail, Return Receipt Requested)

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ by and between _____, hereinafter called "**OWNER**" and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "**CONTRACTOR**".

(Name of Owner)

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** will commence and complete the construction of

(Project)

2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **PROJECT** described herein.

3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** within _____ calendar days after the date of the **NOTICE TO PROCEED unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS**. Completion time for the project will be calculated as calendar days from the date specified in the **NOTICE TO PROCEED** as follows:

_____ calendar days for substantial completion.

_____ calendar days for contract completion.

Liquidated damages will be in the amount of \$ _____ for each calendar day of delay from the date established for substantial completion and \$ _____ for each calendar day of delay from the date established for contract completion

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the sum of \$ _____ or as shown in the **BID** schedule.

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5. The term "**CONTRACT DOCUMENTS**" means and includes the following:

- (A) ADVERTISEMENT FOR BIDS
- (B) INFORMATION FOR BIDDERS
- (C) BID
- (D) BID BOND
- (E) AGREEMENT
- (F) GENERAL CONDITIONS
- (G) SUPPLEMENTAL GENERAL CONDITIONS
- (H) SPECIAL CONDITIONS
- (I) PAYMENT BOND
- (J) PERFORMANCE BOND
- (K) NOTICE OF AWARD
- (L) NOTICE TO PROCEED
- (M) CONTRACTORS AFFIDAVIT
- (N) CONTRACTORS RELEASE
- (O) CERTIFICATE OF SUBSTANTIAL COMPLETION
- (P) CHANGE ORDER(S)
- (Q) DRAWINGS prepared by:

numbered _____ through _____ , and dated _____ , 20 _____

(R) SPECIFICATIONS prepared or issued by:

_____ , and dated _____ , 20 _____

(S) ADDENDA:

No. _____ , dated _____ , 20 _____

No. _____ , dated _____ , 20 _____

No. _____ , dated _____ , 20 _____

No. _____ , dated _____ , 20 _____

No. _____ , dated _____ , 20 _____

No. _____ , dated _____ , 20 _____

6. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in _____ copies, each of which shall be deemed an original on the date first above written.

OWNER: _____

By: _____

Name: _____
(Please type)

(SEAL)

ATTEST: _____

Name: _____

Title: _____

CONTRACTOR: _____

By: _____

Name: _____

Address: _____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called **OWNER** and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such **WORK** including that be a subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the **PRINCIPAL** or its **SUBCONTRACTORS**.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any 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 OWNER, 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 for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials 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, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project 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 PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)
which shall be deemed an original, this _____ day of _____, 20 ____ .

ATTEST:

By: _____
(Principal) Secretary

(SEAL)

Principal

BY _____

(Address)

By: _____
Witness as to Principal

(Address)

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ATTEST:

By _____
Witness as to Surety

(Address)

BY

(Surety)

Attorney - in - Fact

(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is partnership, all partners should execute **BOND**.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of _____ Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if the **PRINCIPAL** shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

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PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)
which shall be deemed an original, this _____ day of _____, 20 ____ .

ATTEST:

By: _____
(Principal) Secretary

(SEAL)

Principal

BY

(Address)

By: _____
Witness as to Principal

(Address)

ATTEST:

By _____
Witness as to Surety

(Address)

(Surety)

BY

Attorney - in - Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire

NOTICE TO PROCEED

Dated _____, 20 ____

TO: _____
(Insert Name of Contractor as it appears in the Bid Documents)

ADDRESS: _____

OWNER'S PROJECT NO. _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR: _____

You are notified that the Contract Time under the above contract will commence to run on _____, 20 ____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with paragraph 3 of the Agreement, the dates of Substantial Completion and Final Completion are _____, 20 ____ and _____, 20 ____ , respectively.

Before you may start any Work at the site, paragraph 27 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must:

(add other requirements)

Copy to ENGINEER

(Use certified Mail, return Receipt Requested)

By _____
(owner)

(Authorized Representative)

(Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED Is hereby acknowledged by:

(Contractor)

this the _____, 20 ____ Employer Identification
Number: _____

By: _____

(Title)

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned, a _____
(Notary Public, Justice of Peace, Alderman)

in and for said County and State personally appeared, _____
(Individual, Partner or duly
authorized representative of corporate contractor) who being duly sworn according to law

deposes and says that the cost of all the Work, and outstanding claims and indebtedness of whatever
nature arising out of the performance of the contract between _____
(Owner)

and _____ of _____
(Contractor)

dated _____ for the construction of the _____
and necessary appurtenant installations have been paid in full.

(Individual, Partner, or duly authorized representative of corporate contractor)

(Title)

Sworn to and subscribed before me
this _____ day of _____, 20 ____

Notary Public

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that _____

(Contractor)

of _____, County of _____

and State of _____ do _____ hereby acknowledge that

(Contractor)

has _____ this day had, and received of and from _____

(Owner)

the sum of One Dollar and other valuable considerations in full and complete satisfaction and payment of all sums of money owed, payable and belonging to

(Contractor)

by any means whatsoever, for on account of a Contract Agreement between

(Owner)

and _____

(Contractor)

dated _____ for _____

(Project)

NOW, THEREFORE, the said _____

(Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns)

do/does, by these presents remise, release, quit-claim and forever discharge _____

(Owner)

_____, of and from all claims and demands, arising from or in

connection with the said contract dated _____, and of and from all, and all manner of

action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums

of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements,

promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in

law or equity, or otherwise, against _____

(owner)

its successors and assigns, which (I, my heirs, executors, or administrators) (it, its successors and

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assigns) ever had, now have or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of recorded time to the date of these presents.

IN WITNESS WHEREOF, _____

(Contractor)

has caused these presents to be duly executed this _____ day of _____, 20 _____

Signed, Sealed and Delivered in the presence of:

(Individual - Contractor) (seal)

(Partnership - Contractor) (seal)

(seal) By _____
(Partner)

Attested:

(Corporation)

(Secretary) By _____
(President or Vice President)

(Corp. Seal)

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The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20 _____

(Engineer)

By: _____

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20 _____

(Contractor)

By: _____

OWNER accepts this Certificate of Substantial Completion on _____, 20 _____

(Owner)

By: _____

