

PART 2

CONTRACT FORMS

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Water Improvements

The OWNER HAS CONSIDERED THE BID submitted by you for the above-described work in response to its Invitation to Bid dated _____.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required to execute the Contract and furnish the required CONTRACTOR'S Performance Bond, and certificates of insurance within seven (7) calendar days from the date of this Notice.

If you fail to execute said Contract and to furnish said PERFORMANCE BOND within seven (7) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

DATED _____.

City of Pierce, Owner

By _____

Title _____

ACCEPTANCE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By _____ this the _____

day of _____, 20_____

BY: _____

TITLE: _____

AGREEMENT

THIS AGREEMENT, made this the _____ day of _____, 20____ by and

between (1) _____,
(Name of Owner)

its (2) _____, hereinafter called "Owner"
(Authorized Representative)

and (3) _____, doing business as *(an individual)
(Name of Contractor)

(a partnership) (a corporation) located in the City of _____,

County of _____, and State of _____,

hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows: _____

_____ hereinafter called the "project", for the sum of _____ U.S. Dollars (\$_____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions, and Special Conditions of the contract, the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by _____, herein entitled the Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within _____ consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ _____ for each consecutive calendar day thereafter as hereinafter provided in Section 12 of the General Conditions.

AGREEMENT (CONTINUED)

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Section 19, "Payment to Contractor." of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

Owner

BY: _____

Address

Contractor

BY: _____

Address

IMPORTANT: Strike out any inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation Secretary should attest. Give proper title of each person executing contract.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Name of Contractor)

(Address of Contractor)

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

PRINCIPAL, and _____
(Name of Surety)

(Address of Surety)

hereinafter, called SURETY, a corporation, organized and existing under and by virtue of the laws of the State of Idaho and legally doing business in the State of Idaho as Surety., are held and firmly bound and obligated unto _____
(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the total aggregate penal sum of _____
(\$_____) 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 Owner, dated _____, a copy of which is hereto attached and made a part hereof for the construction of:

PERFORMANCE BOND (CONTINUED)

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 extensions 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 demand incurred under such contract, and shall fully indemnify and save harmless the OWNER and ENGINEER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER and ENGINEER all outlay and expense which the OWNER and ENGINEER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

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 preformed 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 it is expressly agreed that the 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 twenty percent (20%), 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, and CONTRACT or the loan documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED FURTHER, that said bond shall be in effect for a period of one (1) year after final acceptance by the OWNER.

PERFORMANCE BOND (CONTINUED)

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

ATTEST:

Principal

Principal Secretary

By: _____

(SEAL)

(Address)

WITNESSED AS TO PRINCIPAL:

By: _____

(Address)

ATTEST:

Surety:

Witness as to Surety

By: _____

Attorney-in-fact

(Address)

(Address)

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

PAYMENT BOND

NOW ALL MEN BY THESE PRESENTS: That we

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
(Corporation, Partnership or Individual)

called PRINCIPAL, and the _____
(Name of Surety)

(Address of Surety)

hereinafter, called SURETY, a corporation organized and existing under and by virtue of the laws of the State of Idaho and legally doing business in the State of Idaho as Surety, are held and firmly bound and obligated into

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the full and just sum of _____
(\$ _____) DOLLARS, lawful money of the United States, for the payment of which sum well and truly to be made, we do bind ourselves, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the PRINCIPAL entered into a certain contract with the OWNER,
dated the _____ day of _____, 20 _____, for

PAYMENT BOND (CONTINUED)

NOW, THEREFORE, if the PRINCIPAL shall faithfully perform all the provisions of such contract and pay all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, then this obligation is void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the conditions of this obligation shall not apply to any money loaned or advanced to the PRINCIPAL or to any subcontractor or other person in the performance of any such work.

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 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 of the SPECIFICATIONS accompanying the same shall in any way affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that said bond shall be in effect for a period of one (1) year after final acceptance by the OWNER.

PAYMENT BOND (CONTINUED)

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

ATTEST:

Principal

Principal Secretary

By: _____

(SEAL)

(Address)

WITNESSED AS TO PRINCIPAL:

By: _____

(Address)

ATTEST:

Surety:

Witness as to Surety

By: _____

Attorney-in-fact

(Address)

(Address)

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

NOTICE TO PROCEED

TO: _____

Date: _____

Project: Water Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated _____ on or before _____ and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion of all work is, therefore, _____.

OWNER: City of Pierce

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

on _____, 20_____.

Contractor: _____

By: _____

Title: _____