

APPENDIX B
PROCEDURAL DOCUMENTS

HOLD HARMLESS AGREEMENT

The Contractor shall and does hereby agree to indemnify, save harmless and defend the Owner from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property caused by the Contractor, his employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character in any way attributable to or asserted against the Owner, or the Owner and the Contractor, or which the Owner may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of the Owner and/or the sole negligence of the Owner's agents, servants or employees, then and only then, the Contractor shall not be liable under the provisions of this paragraph.

Authorized Representative of Firm

**CERTIFICATION OF BIDDERS QUALIFICATIONS
AND USE OF SUBCONTRACTED SERVICES**

This data must be included in and made part of the submitted bid documents. Failure to comply may be regarded as justification for rejecting the Bid. Additional pages may be added as necessary by the Bidder.

The names and residences of all person and parties interested in their proposal as principals are as follows: (Note: Give the first and last names in full. If a corporation, give names of all officers and directors. If a partnership, give names of all partners).

The undersigned agrees that all work to be performed by sub-contractors and the approximate amount to be paid the sub-contractors, is as listed below. All sub-contractors must be listed and all sub-contractors must be approved by the Owner.

Description of Sub-Contract	Name and Address of Sub-Contract	Approximate Amount of Sub-Contract
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The Undersigned submits the following information to enable the Owner to judge his or her experience and ability to perform the proposed work.

1. Name(s) of resident supervisor(s) who will be assigned to this Project. State any of their special qualifications.

2. How many years has your organization been in business under the name in which you propose to execute this Contract?

3. What projects has your present organization completed of character similar to the proposed? (Give the information indicated by the following tabulation).

Name/Address of Owner for Whom Work Was Done	Work Done as Contractor or Sub-Contractor	Description of Work	Approx. Amount of Contract	Approx. Date Work Completed
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4. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and why.

CERTIFICATION IS SUBMITTED BY:

Name of Contractor

Date

Authorized Signature

Title

Business Address:

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).

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

1. The CONTRACTOR will commence and complete the construction of

2. The CONTRACTOR will furnish all 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 ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR acknowledges that the date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the CONTRACTOR further agrees to pay as liquidated damages, the sum of \$ _____ for each consecutive calendar day that the CONTRACTOR shall be in default after the time specified in the Agreement.

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4. The CONTRACTOR agrees to perform all the WORK described in the

CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule.

5. The term CONTRACT DOCUMENT means and includes the following:
- a. Advertisement for Bids
 - b. Invitation to Bidders
 - c. Bid
 - d. Bid bond (_____ waived; _____ not waived)
 - e. Agreement
 - f. General conditions (if applicable)
 - g. Payment bond (_____ waived; _____ not waived)
 - h. Performance bond (_____ waived; _____ not waived)
 - i. Notice of award
 - j. Notice to proceed
 - k. Change order
 - l. Drawings prepared by
numbered _____ through _____ and dated _____.
 - m. Specifications prepared or issued by

dated _____, 20____.
 - n. Addenda:
 - No. _____, dated _____, 20
 - No. _____, dated _____, 20
 - o. Certificate of Bidders Qualification and Use of Subcontracted Services
 - p. Hold Harmless Agreement

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as

agreed at the Pre-Construction Meeting, such amounts as required by CONTRACT DOCUMENTS. Retention from progress payments may be made by the OWNER for work not satisfactorily completed.

- 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 (_____) each of which shall be deemed an original on the date first above written.

OWNER:

By: _____
Name: _____
Title: _____

(SEAL) (If Applicable)

ATTEST: _____
Name: _____
(Please type)
Title: _____

CONTRACTOR:

By: _____
Name: _____
(Please type)
Address: _____

(SEAL) (If Applicable)

ATTEST: _____
Name: _____
(Please type)
Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(Name of Contractor)

(Name of Surety)

are hereby held and firmly bound unto _____ as OWNER, in the 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, successors, and assigns, jointly and severally, firmed by these presents.

Signed, this _____ day of _____, 20__ . The condition of this obligation is such that whereas, the Principal entered into a certain contract with _____, a certain BID, attached hereto and hereby made part hereof to enter into contract in writing for:

KNOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, this instrument is executed in ___ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__ .

(Principal)

(Surety)

By: _____

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 where the PROJECT is located.

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)

hereinafter called Surety, are held firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the 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, successors, and assigns, jointly and severally, firmed 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, SUBCONTRACTORS, 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 all insurance premiums on said WORK, and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in 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 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 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 which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal

(Principal Secretary)
(Seal)

By: _____ (s)

Address: _____

Witness as to Principal

Address

Surety

ATTEST:

By: _____
Attorney-in-Fact

Witness as to Surety

Address: _____

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 where the PROJECT is located.

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)

hereinafter called Surety, are held firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the 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, successors, and assigns, jointly and severally, firmed 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 extensions which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he 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.

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 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 which shall be deemed an original, this __ day of _____, 20__ .

ATTEST:

_____ Principal

(Principal Secretary)
(Seal)

By: _____(s)

Address: _____

Witness as to Principal

Address

Surety

ATTEST:

By: _____
Attorney-in-Fact

Witness as to Surety

Address: _____

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 where the PROJECT is located.

NOTICE OF AWARD

To: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to the Advertisement for Bids dated _____, 20 _____ and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____
You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) 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 and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this _____ day of _____, 20 _____.

OWNER
By: _____
Title: _____
Authorized Representative

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 20 ____ .

By: _____

Title: _____

NOTICE TO PROCEED

To: _____ Date: _____
_____ Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20 __, on or before _____, 20 __, and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion for all WORK is therefore _____, 20 ____.

Owner

By: _____

Authorized Representative

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by

this the _____ day

of _____, 20 _____

By _____

Title _____

CHANGE ORDER No. _____

Project No. _____ Date: _____

Contract No. _____ Agreement Date: _____

Contract Title: _____ Original Price \$ _____

Owner (Grantee): _____

Contractor: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION:

Justification:

PRICE:

Current Contract Price per most recent C.O. *: \$ _____
This C.O. will (not change/increase/decrease) the Contract Price by: \$ _____
The new Contract Price including this C.O. is \$ _____

TIME:

Current Contract Calendar Days as per most recent C.O.: _____ DAYS
This C.O. will (not change/increase/decrease) the project completion date by _____ DAYS
The new Contract Calendar Days including the C.O. is: _____ DAYS

The attached Contractor's Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this C.O.

*** C.O. means Change Order**

REQUESTED BY: _____

(Contractor, Owner, Engineer, State, Federal Government)

SIGNATURES/APPROVALS:

Recommended By: _____

(Engineer)

Accepted By: _____

(Contractor)

Ordered By: _____

(Owner)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner's Project No. _____ Engineer's Project No. _____

Project _____

Contractor _____ Contract Date _____

Contract For _____

Project or Specified Part Shall Include _____

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of a Project or specified part of a Project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended.

To: _____
(Owner)

And To: _____
(Contractor)

The WORK performed under this CONTRACT has been inspected by authorized representatives of the OWNER, CONTRACTOR, and ENGINEER, and the Project or Specified Part of the Project is hereby declared to be Substantially Completed as of the following date:

Date of Substantial Completion: _____

If a tentative list of items to be completed or corrected is appended hereto, the failure to include an item on it does not alter the responsibility of the CONTRACTOR to complete all the WORK in accordance with the CONTRACT DOCUMENTS and CONTRACT TIME.

Recommended By:

ENGINEER

AUTHORIZED REPRESENTATIVE

DATE

Approved By:

OWNER AUTHORIZED REPRESENTATIVE DATE

The Contractor accepts the above Certificate of Substantial Completion.

CONTRACTOR AUTHORIZED REPRESENTATIVE DATE

EXCEPTIONS AS TO GUARANTEES AND WARRANTIES:

ATTACHMENTS:

1) Punch List Dated: _____

CERTIFICATE OF FINAL COMPLETION OF WORK

CONTRACT NO. _____ AGREEMENT DATE: _____

CONTRACT DESCRIPTION: _____

COMPLETION DATE PER AGREEMENT AND CHANGE ORDERS: _____

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the WORK as identified in the Final Estimate of Payment for construction CONTRACT WORK dated _____, represents full compensation for the actual value of WORK completed. All WORK completed conforms to the terms of the AGREEMENT and authorized changes.

DATE

CONTRACTOR _____

Signature _____

Title _____

FINAL CERTIFICATION OF ENGINEER

I have reviewed the CONTRACTOR'S Final Payment Request dated _____, and hereby certify that to the best of my knowledge, the cost of the WORK identified on the Final Estimate represents full compensation for the actual value of WORK completed and that the WORK has been completed in accordance with the terms of the AGREEMENT and authorized changes. This certification is provided in accord with the terms of the GENERAL CONDITIONS.

DATE

ENGINEER _____

Signature _____

Title _____

FINAL ACCEPTANCE OF OWNER

I, as representative of the OWNER, accept the above Final Certifications and authorize Final Payment in the amount of \$ _____, and direct the CONTRACTOR'S attention to the GENERAL CONDITIONS. The guaranty for all WORK completed subsequent to the date of SUBSTANTIAL COMPLETION, expires one (1) year from the date of this Final Acceptance.

OWNER

Authorized Representative

DATE

**TOWN OF ESSEX
VERIFICATION OF UTILITIES (INFRASTRUCTURE)**

I, _____, acting as Project Engineer for
(Name of Vermont Licensed P.E.)

the firm of _____, on the referenced project within
(Name of Engineering Firm)

the Town of Essex, _____, do hereby verify
(Name of Project)

the following:

1. The project has been observed by myself or members of my firm and the completed construction meets the Town of Essex Public Works Specifications and the detailed plans and specifications developed for this project, with the following exceptions (if any, please note).

2. All tests required by the Town Public Works Specifications and the detailed plans and specifications developed for this project have been passed, with the following exceptions (if any, please note).

3. All Record Drawings have been completed under my direction and accurately depict the location of all utilities, property lines, monuments, sewer invert elevations, valves, curb stops, manholes, sewer service connections, easements and other features as required by the Town of Essex Public Works Specifications.

Signature of Vermont Licensed. P.E.

Place Seal above

**GENERAL CONTRACTOR'S OR SUBCONTRACTOR'S
RELEASE AND WAIVER OF LIEN**

For and in consideration of the receipt of \$ _____, in payment for labor and/or materials furnished, the undersigned does hereby waive, release and relinquish any and all claims, demands and rights of lien for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the site hereinafter described, to wit:

(Project Name and Owner)

_____, Vermont as of _____
(Date)

The undersigned further warrants and represents that any and all valid labor and/or materials and equipment bills, now due and payable on the property herein above described in behalf of the undersigned, have been paid in full to date of this waiver, or will be paid from these funds.

\$ _____	\$ _____
Total Paid to Date This Contract	Current Payment Due

\$ _____	_____
Total Billed to Date This Contract	Contractor/Sub-Contractor

_____	By: _____
Witness Signature	

_____	Title: _____
Witness Printed Name	

