NHDES Front End Documents Section B: Contract

2024

Section B: Contract

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**Links to Other NHDES Front End Documents**

[NHDES Front End Documents: Section A Bidding Requirements](https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/sect-a-bid.docx)

[NHDES Front End Documents: Section B Contract](https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/sect-b-contract.docx)

[NHDES Front End Documents: Section C General Conditions](https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/sect-c-gen-conditions.pdf)

[NHDES Front End Documents: Section D Federal Provisions Rules Regulations and Forms](https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/sect-d-srf-provisions.docx)

# Notice of Award

|  |  |
| --- | --- |
| Dated: |       |
| TO: |       |
| ADDRESS: |       |       |       |       |
| *Street Address* | *City/Town* | *State* | *ZIP* |
| Project Number: |       | Owner Contract Number: |    |
| Project Name: |       |
| Contract For: |       |
| *Insert the name of the contract as it appears on 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:

Insert a brief description of the scope of work for the contract. 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 10 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) and (every) page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Information for Bidders and General Conditions.
3. List all other conditions of 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 10 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* |
|  |
| *Authorized Signature* |
|       |
| *Title* |

# Acknowledgement 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, a partnership or a corporation) hereinafter called “**CONTRACTOR**”.

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

1. The **CONTRACTOR** will commence and complete the construction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
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 final completion.

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

1. 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.
2. The term "**CONTRACT DOCUMENTS**" means and includes the following:
	1. ADVERTISEMENT FOR BIDS.
	2. INFORMATION FOR BIDDERS.
	3. BID.
	4. BID BOND.
	5. NOTICE OF AWARD.
	6. AGREEMENT.
	7. PAYMENT BOND.
	8. PERFORMANCE BOND.
	9. CERTIFICATE OF INSURANCE.
	10. NOTICE TO PROCEED.
	11. CHANGE ORDER(S).
	12. CERTIFICATON OF SUBSTANTIAL COMPLETION.
	13. CERTIFICATION OF FINAL COMPLETION.
	14. CONTRACTOR'S AFFIDAVIT.
	15. CONTRACTOR'S RELEASE.
	16. GENERAL CONDITIONS.
	17. SUPPLEMENTAL GENERAL CONDITIONS.
	18. SPECIAL CONDITIONS.
	19. FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS.
	20. DRAWINGS prepared by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ numbered       through       and dated \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.
	21. SPECIFICATIONS prepared or issued by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and dated \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.
	22. ADDENDA

No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

1. 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.**
2. 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: |       |
| (SEAL) |  |  |  |
| ATTEST: |       |  |  |
| NAME: |       |  |  |
| TITLE: |       |  |  |
|  |  | CONTRACTOR: |       |
|  |  | BY: |       |
|  |  | NAME: |       |
|  |  | ADDRESS: |       |
|  |  |  |  |
| (SEAL) |  |  |  |
| ATTEST: |       |  |  |
| NAME: |       |  |  |
| TITLE: |       |  |  |

# Payment Bond

**KNOW ALL MEN BY THESE PRESENTS**: that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (contractor name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (contractor address), a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(corporation partnership, individual), hereinafter called Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (surety name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (surety address) herein after called surety, are held and firmly bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (owner name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (owner address) 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 which shall be deemed an original this day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

|  |  |  |  |
| --- | --- | --- | --- |
| **ATTEST:** |  |  |       |
|  |  |  | (PRINCIPAL) |
| BY: |       | BY: |       |
|  | (PRINCIPAL SECRETARY) |  |       |
|  |  |  | (ADDRESS) |
|  |  |  |       |
| BY: |       |  |  |
|  | (WITNESS AS TO PRINCIPAL) |  |  |
|  |       |  |  |
|  | (ADDRESS) |  |  |
|  |  |  |       |
|  |  |  | (SURETY) |
|  |  |  |  |
|  |  |  |  |
| **ATTEST:** |  | BY: |       |
|  |  |  | (ATTORNEY IN FACT) |
| BY: |       |  |       |
|  | (WITNESS TO SURETY) |  | (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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (contractor name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (contractor address), a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(corporation partnership, individual), hereinafter called Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (surety name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (surety address) herein after called surety, are held and firmly bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (owner name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (owner address) 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.

**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 which shall be deemed an original this day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **ATTEST:** |  |  |       |
|  |  |  | (PRINCIPAL) |
| BY: |       | BY: |       |
|  | (PRINCIPAL SECRETARY) |  |       |
|  |  |  | (ADDRESS) |
|  |  |  |       |
| BY: |       |  |  |
|  | (WITNESS AS TO PRINCIPAL) |  |  |
|  |       |  |  |
|  | (ADDRESS) |  |  |
|  |  |  |       |
|  |  |  | (SURETY) |
|  |  |  |  |
|  |  |  |  |
| **ATTEST:** |  | BY: |       |
|  |  |  | (ATTORNEY IN FACT) |
| BY: |       |  |       |
|  | (WITNESS TO SURETY) |  | (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

|  |  |
| --- | --- |
| DATE: |       |
| 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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Copy to ENGINEER.

(Use Certified Mail, return receipt Requested).

|  |  |
| --- | --- |
| OWNER: |       |
| BY: |       |
|  | *Authorized Signature* |
| NAME: |       |
|  | *Title* |

# Acknowledgement of Notice

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

|  |
| --- |
|       |
| (Contractor) |

This the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, day of 20    , by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |
| --- | --- |
| Employee Identification Number:  |       |

# Change Order

|  |  |
| --- | --- |
| No. |       |
| PROJECT NAME: |       | DATE OF ISSUANCE: |       |
| OWNER: |       | OWNER PROJECT NO.  |       |
| OWNER ADDRESS: |       |       |       |       |
| *Street Name* | *City/Town* | *State* | *ZIP* |
| CONTRACTOR: |       |
| CONTRACT FOR: |       |
| ENGINEER: |       | ENG. PROJECT NO.  |       |
| ENGINEER ADDRESS: |       |       |       |       |
| *Street Name* | *City/Town* | *State* | *ZIP* |

You are directed to make the following changes in the Contract Documents:

Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Purpose of Change Order: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Justification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Attachments: (List documents supporting change).

|  |  |
| --- | --- |
| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIME |
| Original Contract Price | Original Contract Time |
|       |       | days |       | date |
| Previous Change Orders | Net change from previous Change Orders |
|       |       | days |       | date |
| Contract Price prior to this Change Order | Contract Time prior to this Change Order |
|       |       | days |       | date |
| Net Increase (Decrease) of this Change Order | Net Increase (decrease) this Change Order |
|       |       | days |       | date |
| Contract Price with all approved Change Orders | Contract Time with all Change Orders |
|       |       | days |       | date |

This document will become a supplement to the CONTRACT and all provisions will apply hereto. The attached Contractor’s Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this Change Order.

Stipulated price and time adjustment includes all costs and time associated with the above-described change. Contractor waives all rights for additional time extension for said change. Contractor and Owner agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| RECOMMENDED BY: |  | APPROVED BY: |  | APPROVED BY: |  | APPROVED BY: |
|       |  |       |  |       |  |       |
| *Engineer* |  | *Owner* |  | *Contractor* |  | *NHDES* |
|       |  |       |  |       |  |       |
| *Date* |  | *Date* |  | *Date* |  | *Date* |

# Certificate of Substantial Completion

|  |  |  |  |
| --- | --- | --- | --- |
| Owner Project No.: |       | Engineer Project No.: |       |
| Project: |       |
| Contractor:  |       |
| Contract For: |       | Contract Date: |       |

This Certificate of Substantial Completion applies to all work under the Contract Documents or to the following specified parts thereof:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| To: |       |
| *(Owner)* |
| And to: |       |
| *(Contractor)* |

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on Documents on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*(Date of Substantial Completion)*

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within       calendar days of the above Substantial Completion.

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 the 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: |       |

# NHDES-W-09-015 CERTIFICATE OF FINAL COMPLETION

|  |  |  |
| --- | --- | --- |
| **New Hampshire Department of Environmental Services Logo** | **CERTIFICATE OF FINAL COMPLETION**Clean Water and Drinking WaterState Revolving Fund | New Hampshire State Seal |

|  |  |  |  |
| --- | --- | --- | --- |
| Owner Project No.: |       | Engineer Project No.: |       |
| Project: |       |
| Owner: |       |
| Contractor: |       |
| Engineer: |       |
| Agreement Date: |       |
| Notice to Proceed Date: |       |
| Contractual Substantial Completion date as modified by change orders: |       |
| Actual Substantial Completion date |       |
| Contractual final completion date as modified by Change Orders |       |

The work to which this certificate applies has been inspected by authorized representatives of Owner, Contractor, Engineer and NHDES, the punch list has been completed and the work of the contract is hereby declared to be Finally Complete in accordance with the Contract Documents on      .

*(Date of Final Completion)*

This certificate does not constitute an acceptance of any 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. The warranty for all work completed subsequent to the date of Substantial Completion expires one year from the date of this Final Acceptance.

|  |  |  |
| --- | --- | --- |
| Executed by the Engineer on: |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20     |
|  |  |       |
|  |  | *(Engineer)* |
|  | By: |       |
| CONTRACTOR accepts this Certificate of Final Completion on: |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20     |
|  |  |       |
|  |  | *(Contractor)* |
|  | By: |       |
| OWNER accepts this Certificate of Final Completion on: |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20     |
|  |  |       |
|  |  | *(Owner)* |
|  | By: |       |
| NHDES accepts this Certificate of Final Completion on: |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20     |
|  |  |       |
|  |  | *(NHDES)* |
|  | By: |       |

# Contractors Affidavit

|  |  |
| --- | --- |
| STATE OF: |       |
| COUNTY OF: |       |

Before me the undersigned a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Notary Public, Justice of the Peace, Alderman) in and for said County and State Personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Individual, partner or duly) 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor Address) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the construction of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Project Name) and necessary appurtenant installations have been paid in full.

|  |  |
| --- | --- |
| Sworn to and subscribed before me this   day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20     |       |
| *(Individual, Partner, or duly authorized representative of corporate contractor)* |
|       |
| *(Title)* |
|       |
|  | *(Notary Public)* |

# Contractor’s Final Release and Waiver of Lien

|  |  |
| --- | --- |
| Project Name: |       |
| Project Address: |       |       |       |       |
| *Street Name* | *City/Town* | *State* | *ZIP* |
| Owner Name: |       |
| Contractor Name: |       |
| Contractor Address: |       |       |       |       |
| *Street Name* | *City/Town* | *State* | *ZIP* |

**TO ALL WHOM IT MAY CONCERN:**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated and available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or process as a result of the furnishing of labor, materials and/or equipment, and the performance of work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($      ) constitutes the entire ***unpaid*** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the contractor may have or assert against the owner in connection with said contract or project.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | Dated this    day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20     |
|  |       |  |       |
|  | *(Witness to Signature)* |  | *(Contractor)* |
| BY: |       | BY: |       |
| Title: |       | Title: |       |