

# **FORM OF AGREEMENT: BETWEEN OWNER AND CONTRACTOR**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between Edgmont Township, Delaware County, (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **Article 1. WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Edgmont Township**  
**Barn Renovation & Maintenance Repair Project**  
**Local Share Account Grant Contract # C00085516**

## **Article 2. ENGINEER.**

The Project has been designed by YERKES ASSOCIATES, INC., WEST CHESTER, PENNSYLVANIA, and is hereinafter called ENGINEER and is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

## **Article 3. CONTRACT TIME.**

- 3.1.** Bidder hereby agrees to commence work on or after a date to be specified in the Notice to Proceed issued by the Owner to substantially complete the project on or before **September 14, 2026**. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- 3.2.** Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time.

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Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not a penalty) **CONTRACTOR shall pay OWNER TWO HUNDRED and FIFTY dollars (\$250.00)** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, **CONTRACTOR shall pay OWNER TWO HUNDRED and FIFTY dollars (\$250.00) for each day** that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

### **Article 4. CONTRACT PRICE.**

- 4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds consistent with the CONTRACTOR'S fixed sum, or other Bid Amount, and/or as described in the **Form of Proposal, Bid Form, or other Pricing document submitted per the bidding documents.**

### **Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with **Article 15 of the Standard General Conditions.** Applications for Payment will be processed by ENGINEER as provided in the Standard General Conditions.

- 5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the last day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in section **2.03.A of the Standard General Conditions & Related Supplementary Conditions,** (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the **Form of Proposal.**
- 5.2. Payments shall be made only for work completed according to the detailed cost breakdown. **Retainage in the amount of TEN percent (10%) of the value of the completed work** shall be withheld, including for the final payment application.

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- 5.3.** Final Payment. Upon final completion and acceptance of the Work in accordance with **section 15.06 of the Standard General Conditions**, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said **section 15.06**.

### **Article 6. RESERVED.**

### **Article 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1.** CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2.** CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions of the Standard General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3.** CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of **Article 5 of the Standard General Conditions**, and related **Supplementary Conditions**; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4.** CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground

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Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of **section 5.05** of the **Standard General Conditions**.

- 7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

### **Article 8. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consisting of the following:

- 8.1. This Agreement
- 8.2. Exhibits to this Agreement, Contractor's Bid Form dated \_\_\_\_\_, 2026
- 8.3. Performance and other Bonds, identified as exhibits and/or in these contract documents.
- 8.4. Notice of Award.
- 8.5. Standard General Conditions
- 8.6. Supplementary Conditions
- 8.7. Specifications (see below 8.8)
- 8.8. **PLANS and Specifications prepared by Yerkes Assoc., Inc and Aeon Architecture; dated March 30, 2026, (10 sheets)**
- 8.9. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_ inclusive.
- 8.10. CONTRACTOR'S Bid Proposal
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the Standard General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

## **FORM OF AGREEMENT: BETWEEN OWNER AND CONTRACTOR**

**8.13 Prevailing Wages project serial number 26-03062** (separate attachment). If questions; Contact [ra-li-slmr-llc@state.pa.us](mailto:ra-li-slmr-llc@state.pa.us) or (215)-560-1858 or (717) 705-5969.

To view and produce a hard copy go to

<https://www.dliweb.pa.gov/PrevWage/Pages/Project.aspx?ID=201253&PageType=>

### **8.14. Nondiscrimination/sexual Harassment Clause in entirety.**

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in **Article 3 of the Standard General Conditions.**

### **Article 9. MISCELLANEOUS.**

- 9.1.** Terms used in this Agreement which are defined in Article 1 of the **Standard General Conditions** have the meanings indicated in the Standard General Conditions.
- 9.2.** No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3.** OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

### **Article 10. OTHER PROVISIONS.**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

**- Signature Page to Follow -**

**FORM OF AGREEMENT: BETWEEN OWNER AND CONTRACTOR**

This Agreement will be effective on \_\_\_\_\_, **2026**.

OWNER: Edgmont Township,  
Delaware County, PA

CONTRACTOR:

BY: \_\_\_\_\_  
Ken Kynett, Esquire  
Township Manager

BY: \_\_\_\_\_  
Print Name:  
Title:

MUNICIPAL SEAL

CORPORATE SEAL

Attest: \_\_\_\_\_  
Print Name:  
Title:

Attest: \_\_\_\_\_  
Print Name:  
Title:

Address for giving notices:

Contractor Address for giving notices:

Edgmont Township  
1000 Gradyville Road  
Newtown Square, PA 19073  
c/o Ken Kynett, Township Manager

License No. \_\_\_\_\_

(If OWNER is a public body, attach Agent for service of process:  
evidence of authority to sign and  
resolution of other documents  
authorizing execution of  
Agreement).

\_\_\_\_\_  
(If Contractor is a corporation, attach  
evidence of authority to sign.)

**- End of Form of Agreement -**

# CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

**SURETY (Name and Principal Place of Business):**

**OWNER (Name and Address):**

Edgmont Township  
1000 Gradyville Road  
Newtown Square, PA 19073  
**c/o Ken Kynett, Esq, Township Manager.**

**FORM OF AGREEMENT: Between Owner and Contractor**

Date:  
Amount: **(shall be 100% of the contract price)**  
Description (Name and Location):

**BOND**

Date (Not earlier than Form of Agreement Date):  
Amount:  
Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Print Name and Title:

Signature: \_\_\_\_\_  
Print Name and Title:

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Print Name and Title:

Signature: \_\_\_\_\_  
Print Name and Title:

# CONSTRUCTION PERFORMANCE BOND

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Form of Agreement, which is incorporated herein by reference.
2. If the Contractor performs the Form of Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Form of Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Form of Agreement, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Form of Agreement or to a contractor selected to perform the Form of Agreement in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the **Form of Agreement**; or
  - 4.2. Undertake to perform and complete the **Form of Agreement** itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Form of Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the **Form of Agreement**, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

# **CONSTRUCTION PERFORMANCE BOND**

- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - 4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
  - 4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Form of Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Form of Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Form of Agreement. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Form of Agreement, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Form of Agreement;
  - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Form of Agreement, actual damages caused by delayed performance or nonperformance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Form of Agreement, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Form of Agreement or to related subcontracts, purchase orders and other obligations.

# CONSTRUCTION PERFORMANCE BOND

- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  
- 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
  
- 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
  
- 12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Form of Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Form of Agreement.
  
  - 12.2. **Form of Agreement**: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  
  - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Form of Agreement.
  
  - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Form of Agreement or to perform and complete or comply with the other terms thereof.

(For Information Only-- Name, Address and Telephone)

Agent or Broker: \_\_\_\_\_  
Owner's Representative (Engineer): \_\_\_\_\_

**- End of Construction Performance Bond -**

# CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

**SURETY (Name and Principal Place of Business):**

**OWNER (Name and Address):**  
Edgmont Township  
1000 Gradyville Road  
Newtown Square, PA 19073  
c/o Ken Kynett, Esq, Township Manager

**FORM OF AGREEMENT: Between Owner and Contractor**

Date:  
Amount: **(shall be 100% of the contract price)**  
Description (Name and Location):

**BOND**  
Date (Not earlier than Form of Agreement Date):  
Amount:  
Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Company: \_\_\_\_\_ (Corp. Seal)

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

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

Print Name and Title: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Company: \_\_\_\_\_ (Corp. Seal)

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

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

Print Name and Title: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

# **CONSTRUCTION PAYMENT BOND**

## **Construction Labor & Materials Payment Bond**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the Contractor:
    - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

# **CONSTRUCTION PAYMENT BOND**

- 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
  - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
- 7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the work.
- 9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notice on behalf of, or otherwise have obligations to Claimants under this Bond.

# **CONSTRUCTION PAYMENT BOND**

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

# **CONSTRUCTION PAYMENT BOND**

## 15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to **furnish labor, materials or equipment for use in the performance of the Contract**. The intent of this Bond shall be to include without limitation in the terms "**labor, materials or equipment**" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**- End of Construction Payment Bond -**

# MAINTENANCE BOND

Know All Men By These Presents, that we, \_\_\_\_\_

\_\_\_\_\_, Hereinafter called the PRINCIPAL,  
(CONTRACTOR)

and \_\_\_\_\_, hereinafter called the SURETY a  
(SURETY)  
corporation organized and existing under laws of the \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_, are

held and firmly bound unto \_\_\_\_\_  
(OWNER)

hereinafter called the OBLIGEE, as hereinafter set forth, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and is in the amount of **ten percent (10%)** of the total bid submitted lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Witnesseth That: Whereas, The PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, Dated \_\_\_\_\_ 20 \_\_\_\_\_, to perform the WORK for the OBLIGEE, in connection with the construction of \_\_\_\_\_ as set forth in the CONTRACT DOCUMENTS as prepared by **Yerkes Associates, Inc.**

Now, Therefore, the condition of this BOND shall be such that: If the PRINCIPAL shall remedy, without cost to the OBLIGEE, all defects which may develop during the period of **TWELVE MONTHS** from the date of **substantial completion** by the PRINCIPAL and **final acceptance** of the OBLIGEE of the WORK performed in accordance with the CONTRACT DOCUMENTS, which defects, in the sole judgment of the OBLIGEE, shall be caused by or shall result from defective or inferior materials or workmanship, and if the PRINCIPAL shall satisfy all claims and demands arising from or related to such defects or growing out of such defects, and if the PRINCIPAL shall indemnify completely and shall save- harmless the OBLIGEE from any and all costs and damages which the OBLIGEE may sustain or suffer by reason of the failure so to do- and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall be and shall remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the

# MAINTENANCE BOND

PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this \_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Individual PRINCIPAL)

Witness: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Individual) (Seal)

Trading and doing business as

\_\_\_\_\_

\_\_\_\_\_

-----

(Partnership PRINCIPAL)

\_\_\_\_\_  
(Name of Partnership)

Witness: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

\_\_\_\_\_  
(Name of Corporation)

# MAINTENANCE BOND

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
(Officer or \*Authorized Representative)

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

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

(Corporate Seal)

(Corporation PRINCIPAL)

Witness:

\_\_\_\_\_

\*Attach appropriate proof, dated as of the same date as the BOND, evidencing authority to execute in behalf of the Corporation.

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(Corporate SURETY)

(Corporate Seal)

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Attorney-in-fact

\*\*Attach an appropriate Power of Attorney, dated as of the same date as the BOND, evidencing the authority of the Attorney-in-fact to act in behalf of the Corporation.

**- End of Maintenance Bond -**

# CONSENT OF SURETY TO FINAL PAYMENT

PROJECT: \_\_\_\_\_  
(name, address)

TO (Owner) \_\_\_\_\_ ENGINEER'S PROJECT NO.: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, the (here insert name and address of Surety as it appears in the bond).

\_\_\_\_\_, SURETY,

on bond of (here insert name and address of CONTRACTOR as it appears in the bond)

\_\_\_\_\_, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the CONTRACTOR as follows:

The Surety agrees that such reduction in or partial release of retainage to the CONTRACTOR shall not relieve the Surety of any of its obligations to (here insert name and address of Owner

\_\_\_\_\_, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,  
the Surety has hereunto set its hand this \_\_\_\_\_ day of 20 \_\_\_\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

Attest:  
(Seal):

**- End of Surety to Reduction -**