

NORTH CAROLINA )  
FORSYTH COUNTY )

C O N S T R U C T I O N  
C O N T R A C T

THIS CONTRACT, made and entered to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, pursuant to a resolution heretofore adopted by the Board of Aldermen of the City of Winston-Salem, North Carolina, by and between \_\_\_\_\_, a corporation with its principal office and place of business in, \_\_\_\_\_, party of the first part, hereinafter called the Company, and the City of Winston-Salem a municipal corporation, hereinafter called the City.

W I T N E S S E S T H

WHEREAS, the City of Winston-Salem duly advertised for bids for construction of and bids were received and duly opened as required by law; and,

WHEREAS, after careful consideration of the bid submitted by the Company, the Board of Aldermen of the City of Winston-Salem heretofore adopted a resolution authorizing the acceptance of such bid, and the execution, in the name of the City of Winston-Salem of a contract with said Company covering construction of \_\_\_\_\_.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

(1) In accordance with the City's specifications and Company proposal, copies of which specifications and proposal are attached hereto and made a part hereof, the Company will construct \_\_\_\_\_ described in the proposal submitted by the Company or in the specifications attached hereto.

(2) The total contract price in the amount of \_\_\_\_\_, (\$\_\_\_\_\_), will be paid to the Company as provided in the General Conditions of the Invitation for Bids.

(3) The specifications, the proposal thereon by the Company, the advertisement by the City and the performance bond on the part of the company, copies of which are attached hereto and made a part hereof, shall constitute the contract between the parties as though fully written herein.

(4) Equal Employment Opportunity: The Company agrees not to discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, political affiliation, gender, age or disability. The Company agrees to act affirmatively in its employment and promotion practices, and in the general treatment of its employees.

(5) The company agrees to subcontract       % of this contract with minority owned firms and       % with women owned firms.

IN WITNESS WHEREOF, the party of the first part and the party of the second part have caused this contract to be legally executed, in duplicate, each of which shall constitute an original, all as of the day and year first above written, the corporate seal of each having been affixed hereto by its proper officers, all as provided by law.

CORPORATION

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Attest:

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Secretary

By \_\_\_\_\_ (SEAL)  
President

CITY OF WINSTON-SALEM

Attest:

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Secretary

By \_\_\_\_\_.  
City Manager

Approved as to form and legality  
this        day of                   ,  
20      .

This instrument has been preaudited in the  
manner required by the Local Government  
And Fiscal Control Act.

By \_\_\_\_\_  
City Attorney

This        day of                   , 20      .

By \_\_\_\_\_  
Budget Director

## PERFORMANCE BOND

NORTH CAROLINA )

FORSYTH COUNTY )

KNOWN ALL MEN BY THESE PRESENT, That we \_\_\_\_\_, incorporated under the laws of **North Carolina**, having its principal office at \_\_\_\_\_, hereinafter called the Principal and \_\_\_\_\_, incorporated under the laws of the State of \_\_\_\_\_, and having its office at \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto the City of Winston-Salem, North Carolina in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States, to be paid to the Obligee or its successors or assigns, to which payment well and truly to be made we, the Principal and Surety, bind ourselves and our successors, jointly and severally, firmly by these present.

WHEREAS, the Principal has entered into a certain contract with the Obligee above named, Bering date of \_\_\_\_\_, whereby the Principal has agreed to construct \_\_\_\_\_, in said City and to perform other work as specified in said contract, which contract is by reference incorporated herein.

NOW, THEREFORE, the conditions of this obligation are such that (1) if the Principal shall faithfully perform the contract on its part, and shall satisfy all claims and demands incurred from the same, and shall fully indemnify as save harmless the Obligee from all cost and damages which it may suffer by reason of failure to do so, and shall fully reimburse and repay the Obligee for all outlay and expenses which it may incur in making good any default, (2) and shall pay for all labor done on, and materials and supplies furnished for, the said work, (3) and shall pay all damages, either to person or property, which any person may sustain on account of defective or unsafe performance of the contract, caused by the negligence, wrongful acts or violation of law, on the part of the Principal, or its agents or servants, and shall indemnify and save harmless the said Obligee from all claims, damages or liability, caused by such defective or unsafe performance of the contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect; provided that any alterations which may be made in the terms of the contract and the work to be done under it, or the giving of the Obligee of any extension of time for the performance of the contract, or any other forbearance on the part of either the Obligee or the Principal to the other, shall in no way release the Principal or Surety or either of them, their successors and assigns, from liability hereunder. Notice of the Surety of any such alteration, extension or forbearance, being expressly waived.

It is further agreed that the Surety has been duly licensed by the Insurance Commissioner to do business in this State as a Fidelity Insurance Company; that it has complied with the laws of the State relative to Fidelity Insurance Companies.

It is further agreed that neither the insolvency, adjudication of bankruptcy, nor discharge in bankruptcy of the Principal shall in any way discharge or impair the obligation herein undertaken by the Surety, and notwithstanding the discharge of the Principal by operation of law in such cases, the Surety shall remain bound by this undertaking.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_ (SEAL)  
President Principal

\_\_\_\_\_  
North Carolina Resident Surety Agent

\_\_\_\_\_  
Name of Surety Company

\_\_\_\_\_  
North Carolina Address

\_\_\_\_\_  
By \_\_\_\_\_  
North Carolina Surety-Authorized Signature

LABOR AND MATERIALS PAYMENT BOND

NORTH CAROLINA )

FORSYTH COUNTY )

KNOWN ALL MEN BY THESE PRESENT, That we \_\_\_\_\_, incorporated under the laws of \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter called the Principal and \_\_\_\_\_, incorporated under the laws of the State of \_\_\_\_\_, and having its office at \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto the City of Winston-Salem, North Carolina in the amount \_\_\_\_\_, (\$\_\_\_\_\_) of lawful money of the United States, to be paid to the Obligee or its successors or assigns, to which payment well and truly to be made we, the Principal and Surety, bind ourselves and our successors, jointly and severally, firmly by these present.

WHEREAS, the Principal has entered into a certain contract with the Obligee above named, bearing date of \_\_\_\_\_, whereby the Principal has agreed to construct

\_\_\_\_\_, in said City and to perform other work as specified in said contract, which contract is by reference incorporated herein.

NOW, THEREFORE, the conditions of this obligation are such that the principal shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. Action may be brought on this bond under Article 3, Section 44A of the General Statutes of the State of North Carolina and may be brought in the name of the person aggrieved.

It is further agreed that the Surety has been duly licensed by the Insurance Commissioner to do business in this State as a Fidelity Insurance Company; that it has complied with the laws of the State relative to Fidelity Insurance Companies.

It is further agreed that neither the insolvency, adjudication of bankruptcy, nor discharge in bankruptcy of the Principal shall in any way discharge or impair the obligation herein undertaken by the Surety, and notwithstanding the discharge of the Principal by operation of law in such cases, the Surety shall remain bound by this undertaking.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_ (SEAL)  
President Principal

North Carolina Resident Surety Agent  
\_\_\_\_\_  
North Carolina Address

Name of Surety Company  
By \_\_\_\_\_  
North Carolina Surety-Authorized Signature