

**MASSACHUSETTS PORT AUTHORITY  
EAST BOSTON, MASSACHUSETTS**

**DIVISION IV**

**SAMPLE CONTRACT DOCUMENTS**

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## DIVISION IV

### SAMPLE CONTRACT FORMS

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NOTE: Above forms are included in these specifications merely as examples and are not to be filled out when submitting proposals.

**MASSACHUSETTS PORT AUTHORITY  
ONE HARBORSIDE DRIVE  
EAST BOSTON, MASSACHUSETTS 02128-2909**

**CONTRACT**

Clause 1. This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Nineteen Hundred and \_\_\_\_\_, between the Massachusetts Port Authority and \_\_\_\_\_ herein called the Contractor.

Clause 2. Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the other herein contained do hereby agree, the Massachusetts Port Authority for itself, and said Contractor for itself and its successors and assigns as follows:

The Contractor agrees to furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished and delivered in and about the improvement, and to do and perform all work in MPA Contract No. \_\_\_\_\_ in strict conformity with the provisions herein contained and with the Notice to Contractors, Instructions to Bidders, Proposals, Specifications, Special Provisions, and Addendum No.(s)\_\_\_\_\_ and with the Plans referred to therein. All said Plans, Specifications, Special provisions, Addenda, Notice to Contractors, Instructions to Bidders, and Proposal are hereby specifically made a part of this Contract as fully and to the same effect as if the same had been set forth at length herein.

Clause 3. In consideration of the foregoing premises, the Massachusetts Port Authority agrees to pay and the Contractor agrees to receive as full compensation for everything furnished and done by the Contractor under this Contract, including all work required but not shown on the Plans for the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any delay or from any unforeseen obstruction or difficulty encountered in the prosecution of work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein

provided, such prices as are set out in the accompanying proposal, and for all work required, for which there is no item in the Proposal, such compensation as is provided for in the aforesaid Specifications.

In witness thereof, the said Contractor has caused these presents to be signed in its name and behalf and its corporate seal to be hereto affixed by \_\_\_\_\_ its \_\_\_\_\_ and \_\_\_\_\_ its \_\_\_\_\_ thereto duly authorized and the said Massachusetts Port Authority has executed these presents by its authorized representatives, on the year and day above written.

MASSACHUSETTS PORT AUTHORITY

By: \_\_\_\_\_

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

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

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

**PERFORMANCE BOND**

Know all by these presents, that \_\_\_\_\_,  
\_\_\_\_\_ a corporation duly organized under the laws  
of the State of \_\_\_\_\_ and having a usual place of business in \_\_\_\_\_  
(hereinafter the "Principal") and \_\_\_\_\_ a corporation duly organized  
and existing under the laws of \_\_\_\_\_ and having a usual place  
of business in \_\_\_\_\_ (hereinafter the "Surety") are held and firmly bound unto the  
Massachusetts Port Authority in the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) to be paid to the Authority, for which payment Principal and Surety bind  
themselves, their heirs, executors, administrators, successors and assigns, jointly, severally, firmly  
by these presents.

The condition of this obligation is such, that if the above Principal, its heirs, executors,  
administrators, and assigns, shall in all respects fulfill and perform the covenants, conditions, and  
agreements in the Contract entitled "MPA Contract No. \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_", and any alteration  
or amendment thereto (hereinafter the "Contract"), at the time and in the manner therein specified, and  
in all respects according to their true intent and meaning and shall indemnify and hold harmless the  
Authority, its officers and agents, as therein stipulated, and shall pay for all labor performed or  
furnished, for all materials used or employed in the work thereunder, and for the rental or hire of  
vehicles, tools and other appliances and equipment employed in the work thereunder, then this  
obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

Provided, however, that if the Contract becomes subject to termination and/or cancellation by the  
Authority for any of the reasons stated therein, upon the declaration of the Principal's default by the  
Authority, the Surety shall either remedy the default of the Principal and, with the consent of the  
Authority, arrange for the Principal to perform and complete the Contract, or shall complete the work  
under the Contract itself or through qualified independent contractors acceptable to the Authority in  
accordance with its terms at the Surety's own cost and expense in return for which the Authority shall

pay the Surety in accordance with the Contract any balance of funds that would have been due the Principal except for its default; and further provided that time being of the essence of the Contract, it shall be the duty of the Surety to give to the Authority in writing within thirty (30) days after receipt of the declaration of default from the Authority an unequivocal notice of the Surety's election either to: (a) remedy the default promptly and/or to perform and complete the Contract promptly, pursuant to the above-stated terms or (b) to pay the Authority the penal sum of the bond. In such notice of election, the Surety shall stipulate a date not later than sixty (60) days from its receipt of such a declaration of default on which the remedy and/or performance shall be commenced and by whom. It shall further be the duty of the Surety to give the Authority written notice immediately upon the completion of the remedy of each default and the performance and completion of the Contract. The Surety shall not assert the solvency of the Principal or the Principal's denial of default as justification for its failure to give notice of such election or for its failure to promptly remedy the default or for its failure to perform the Contract.

In the event that the Surety shall fail to give notice of its election within such 30-day period or to commence any such remedy or performance hereunder within such 60-day period, the Authority shall have the right to cause the work under the Contract to be performed by others, and the Principal and the Surety hereby agree to pay the cost to complete the work under the Contract, up to the penal sum of the bond.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ A.D., Nineteen Hundred and \_\_\_\_\_.

PRINCIPAL:

\_\_\_\_\_ Seal

By: \_\_\_\_\_

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

In the presence of:

SURETY: \_\_\_\_\_ Seal

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

\_\_\_\_\_  
By: \_\_\_\_\_

Witness:

\_\_\_\_\_

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

**PAYMENT BOND**

Know all by these presents, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Massachusetts Port Authority in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) lawful money of the United States of America, to be paid to the Massachusetts Port Authority, for which payments, well and truly to be made we bind ourselves, our respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal has made a Contract with the Massachusetts Port Authority bearing date of \_\_\_\_\_, Nineteen Hundred and \_\_\_\_\_ for the construction of MPA Contract No. \_\_\_\_\_.

Now, the condition of this obligation is such, that if the Principal, shall pay for all labor performed or furnished and for all materials used or employed in said Contract and in any and all duly authorized modifications, alterations, extension of time, changes, or additions to said Contract that may hereinafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes, or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of the Massachusetts General Laws, Chapter 30, Section 39-A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ A.D., Nineteen Hundred and \_\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_ Seal

\_\_\_\_\_ Seal

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: Attorney-in-Fact

Signed and sealed in the Presence of:

\_\_\_\_\_

**MASSACHUSETTS PORT AUTHORITY  
ONE HARBORSIDE DRIVE  
EAST BOSTON, MASSACHUSETTS 02128-2909**

**SUBCONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_, by and between \_\_\_\_\_  
\_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_  
\_\_\_\_\_ a partnership consisting of \_\_\_\_\_ an individual doing  
business as \_\_\_\_\_ hereinafter called the "Contractor" and \_\_\_\_\_  
\_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_  
\_\_\_\_\_ a partnership consisting of \_\_\_\_\_ an individual doing  
business as \_\_\_\_\_ hereinafter called the "Subcontractor".

WITNESSETH, that the Contractor and the Subcontractor for the considerations hereafter named,  
agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all  
work specified in Section No. \_\_\_\_\_ of the Specifications for  
\_\_\_\_\_ (Name of Sub-Trade)  
and the plans referred to therein and Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ for the  
\_\_\_\_\_  
\_\_\_\_\_

(Complete Title of the Project and Project Number taken from the Title Page of Specifications)  
all as prepared by \_\_\_\_\_  
(Name of Architect or Engineer)  
for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), and  
the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the  
following alternates (and other items set forth in the sub-bid):

Alternate No.(s) \_\_\_\_\_ .

- a. The Subcontractor agrees to be bound to the Contractor by the terms of the  
hereinbefore described plans, specifications, (including all general conditions



stated therein) and Addenda Nos., \_\_\_\_, \_\_\_\_, and \_\_\_\_, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the Massachusetts Port Authority, hereinafter called the "Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

- b. The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Authority.
2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this subcontract, in an orderly manner and with due consideration to the date or time specified by the Authority for the completion of the entire work.
3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Authority by the Contractor.
4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This Agreement is contingent upon the execution of a general contract between the Contractor and the Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

\_\_\_\_\_  
Seal  
(Contractor)

\_\_\_\_\_  
Seal  
(Subcontractor)

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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## AGREEMENT FOR CHANGE ORDER

MPA Project No.:	Project Name:	Location Code:
Change Order No.:	Contractor Name and Address:	

1. The Massachusetts Port Authority and the undersigned Contractor agree to the following:

a. This agreement includes the following changes to the contract work:

See the attached Engineer's letter dated \_\_\_\_\_, which describes in more detail the changed work the Contractor will do in accordance with the terms and conditions as are herewith contained or attached and made a part hereof.

b. There shall be **(added to) (deducted from)** the contract price, **(the lump sum of) (a sum not to exceed)** \$\_\_\_\_\_. See the attached cost breakdown.

c. The original length of the contract was \_\_\_\_\_ days. Previous time changes were (+)(-) \_\_\_\_\_ days. This change **(adds) (deducts)** \_\_\_\_\_ days **(to) (from)** the contract time. The new contract length, including all change orders, is \_\_\_\_\_ days. The new completion date is \_\_\_\_\_.

d. This agreement shall not become effective until it is accepted, signed and approved by the Massachusetts Port Authority.

e. The reason(s) for and respective cost(s) of this change follow:

2. REASONS FOR CHANGE		
a.		New Scope
b.		Revision to Scope
c.		Differing/Latent Site Conditions
d.		Design Discrepancy
e.		Value Engineering
f.		Liquidated Damages
g.		Safety/Code Requirements
h.		Regulatory Mandate
I.		Project Acceleration
j.		Stop Work/Termination
k.		Quantity Adjustment (Unit Price Cntr)
l.		Other
<b>Total</b>		\$0.00

3. COST SUMMARY	
Contract Award Amount	
Previous Additions	
Previous Deductions	
Previous Net Total	
This Change	
<b>New Total Contract Amount</b>	\$0.00

4. The amount of this change which is eligible for FAA reimbursement is: \_\_\_\_\_

5. Execution of the above agreement by Massport is recommended by:

Architect-Engineer: By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Contractor: By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Massport: By: \_\_\_\_\_ Capital Programs Project Manager, ..... Date: \_\_\_\_\_

6. Approved: By: \_\_\_\_\_ Deputy Director for Constr. and Eng. Svcs, ..... Date: \_\_\_\_\_

Distribution: Cap Prog File, Contractor, Acct.-W. Vitale, Cap Prog-Proj Mgr., Consultant, M. Snyder, G. Younger

I:\...\constr\coagree