

NOTICE OF AWARD

Dated: July 5, 2022

TO: Loitsch Construction  
(CONTRACTOR)

ADDRESS: 16 Railroad Street.  
Otego, NY 13825

PROJECT: South New Berlin Free Library Community Room Addition

OWNER'S CONTRACT NO.: SNBL-2022-01

CONTRACT FOR: South New Berlin Free Library - General  
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated March 7, 2022 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for General Work.

Based upon the attached cost-savings proposal, the Contract Price of your contract is three-hundred four-thousand seventy-six dollars and zero cents (\$304,076.00).

~~3~~ copies of the Contract Documents (specs and drawings) accompany this Notice of Award for your use during the work. Maintain one set as project record copy for transmittal to A/E PROFESSIONAL at completion of work for development of as-builts.

You must comply with the following conditions-precedent within fifteen days of the date of this Notice of Award, that is by July 26, 2022.

1. You must deliver to the A/E PROFESSIONAL acceptable Certificate of Insurance, ~~Performance Bond (in the amount equal to 100% of the contract) and Labor and Material Bond (in the amount equal to 100% of the contract).~~ If acceptable, A/E PROFESSIONAL will integrate these items, and the Notice to Proceed, into the Specifications book to form the execution copy of the contract and forward three copies of the contract for your execution.
2. Following receipt of the execution copies of the contract, you must execute the Agreement section of the contract and return the copies marked "OWNER" and "A/E PROFESSIONAL" to the A/E PROFESSIONAL, and maintain the copy marked "CONTRACTOR" for your files.
3. List other conditions:
  - Provide Project Schedule demonstrating compliance with the project completion dates
  - Provide Schedule of Values

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

(OWNER) SOUTH NEW BERLIN FREE LIBRARY

BY:   
(Authorized Signature)

NAME: GEORGE J. CHOM  
(Printed Name)

TITLE: VICE PRES.

DATE: 3/6/22

**ACCEPTANCE OF AWARD**

(CONTRACTOR) LOITSCH CONSTRUCTION

BY:   
(Authorized Signature)

NAME: Robert Loitsch  
(Printed Name)

TITLE: Owner

DATE: 7-5-2022

**NOTICE TO PROCEED**

Dated: July 5, 2022

TO: Loitsch Construction  
(CONTRACTOR)

ADDRESS: 16 Railroad Street  
Otego, NY 13825

PROJECT: South New Berlin Free Library Community Room Addition

OWNER'S CONTRACT NO.: SNBL-2022-01

CONTRACT FOR: South New Berlin Free Library - General  
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on July 5, 2022. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement all work shall be complete by December 1, 2022.

Before you may start any work at the site, you must deliver to the Owner (with copies to ENGINEER and other identified additional insureds) 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 (add other requirements)

- Provide Project Schedule (only if different than previous submittal)
- Provide Schedule of Values (only if different from previous submittal)

(OWNER) SOUTH NEW BERLIN FREE LIBRARY

BY: [Signature]  
(Authorized Signature)

NAME/TITLE: Vice Pres [Signature]  
(Printed Name & Title)

DATE: 7/5/22

**ACCEPTANCE OF AWARD**

(CONTRACTOR) LOITSCH CONSTRUCTION

BY: [Signature]  
(Authorized Signature)

NAME/TITLE: Robert Loitsch, Owner  
(Printed Name & Title)

DATE: 7-5-2022

## AGREEMENT

THIS AGREEMENT made this 5<sup>th</sup> day of July 2022, by and between Loitsch Construction (a corporation organized and existing under the laws of the State of New York) \* (a partnership consisting of \_\_\_\_\_) \* (an individual trading as \_\_\_\_\_) \* (hereinafter called the "Contractor") and the South New Berlin Free Library (hereinafter called the "Owner"). (\*Strike out the two terms not applicable.)

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda Clarification thereto, numbered one.

Article 2. The Contract PRICE. The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed. Determination of payment will be based on actual work completed by the Contractor and approved by the A/E Professional. Any payment request shall have complete and detailed support information to justify charges to date.

The sum of \$304,076.00 shall be paid for the completion of Contract for the South New Berlin Free Library Community Room Addition.

### **Article 3. COMMENCEMENT & COMPLETION OF WORK**

The CONTRACTOR agrees that the work included in the Contract must be completed by December 1, 2022 as per written Notice to Proceed issued by the Owner.

### **Article 4. INSURANCE**

The CONTRACTOR shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of New York as will protect himself, his subcontractors, and the OWNER from claims for bodily injury, death, or property damage, which may arise from operations under this Contract. The CONTRACTOR shall not commence work until he has obtained certificates of all insurance required, and filed said certificates with the OWNER. Each insurance policy shall contain a clause providing that the OWNER shall be notified ten (10) days prior to its cancellation. The amounts of insurance shall not be less than the following:

- A. Workmen's Compensation and Employer's Liability Insurance shall be as outlined in contract specifications.
- B. Public Liability, Bodily Injury and Property Damage Insurance amounts to be as required in contract specifications.
- C. Public Liability Insurance shall include a rider specifically to insure injury, death or property damage arising from work required by this Contract.
- D. Manufacturers' and Contractors' Liability:
  1. Personal Injury Liability Insurance will have limits of \$1,000,000.00 (per occurrence)/\$2,000,000.00 (aggregate), said limits to apply also during the period when completed operations clauses are in effect.
  2. Property Damage Liability Insurance will have limits of \$1,000,000.00 (per occurrence)/\$2,000,000.00 (aggregate), said limits to apply also during the period when completed operations clauses are in effect.
- E. Automotive Liability:
  1. Personal Injury Liability Insurance will have limits of \$1,000,000.00 (per person/ \$2,000,000.00 (per occurrence).
  2. Property Damage Liability Insurance will have limits of \$1,000,000.00 (per occurrence).
- F. Owner's Protective Liability:

1. Personal Injury Liability Insurance will have limits of \$1,000,000.00 (per occurrence).
2. Property Damage Liability Insurance will have limits of \$1,000,000.00 (per occurrence).

**Article 5A. PERFORMANCE BOND**

The amount of the Bond required for faithful performance of the Contract will be one hundred percent (100%) of the amount of the estimated cost of the work according to the Contract price and said Bond shall be accepted as to character and sufficiency by the Attorney for the OWNER.

**Article 5B. PAYMENT BOND (LABOR AND MATERIAL BOND)**

The Payment Bond shall be in compliance with the State Finance Law Section 137 in an amount not less than one hundred percent (100%) of the amount of such Contract, to secure the prompt payment of all monies due and owing to all persons furnishing labor or materials in prosecution of such work.

**Article 6. RETAINAGE**

To insure Maintenance Security of the project, five percent (5%) of the Contract price shall be withheld and retained by the Owner until substantial completion AND satisfactory submission of as-built and construction closeout information. At that time the Owner will retain twice the value of any items on the punch list until those items are completed in accordance with the contract. **The Contractor will provide a Maintenance Security Bond to run for one (1) year at the date of substantial completion equal to 100% of the final contract price.** The 5% retainage will not be released until the punch list is signed by all parties, all as-built and construction closeout information is submitted and accepted by the A/E Professional and the one (1) year Maintenance Bond is provided to the Owner.

**Article 7. CONTRACT DOCUMENTS.**

The Contract Documents shall consist of the following (including their attachments and exhibits):

- a. This Agreement
- b. ~~Addenda~~
- c. Notice for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid, with all attachments required for bidding
- f. Notice of Award and Notice to Proceed
- g. ~~Special Conditions~~
- h. ~~Supplemental Technical Specifications~~
- i. Technical Specifications
- j. Contract Drawings (as listed in the Schedule of Drawings)
- k. ~~Payment & Performance Bonds~~
- l. Certificates of Insurance
- m. ~~Exhibits not included as part of the documents listed above~~

This Agreement, together with other Documents enumerated in this Article 7, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement the day and year first above written.

**CONTRACTOR**

Loitsch Construction  
(Contractor's Name & Address)

Robert Loitsch, Owner  
(Print Name of Representative & Title)

Robert Loitsch  
(Signature of Representative)

7-5-2022  
(Date)

**OWNER**

South New Berlin Free Library  
(Owner's Name & Address)

George J. Olson, Vice President  
(Print Name of Representative & Title)

George J. Olson  
(Signature of Representative)

7/5/22  
(Date)