

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

**CITY OF COVINGTON
RIVER FOREST PAVING AND DRAINAGE
PATRICIA DRIVE**

OWNER

**CITY OF COVINGTON
CCE PROJECT NO. 119-110**

ADDENDUM #1

**STUART CONSULTING GROUP, INC.
1018 CENTRAL AVE., STE. 200
METAIRIE, LA 70001**



**SCG PROJECT NO. S065-19-01
March 31, 2021**

**CITY OF COVINGTON
RIVER FOREST PAVING AND DRAINAGE
PATRICIA DRIVE
CCE PROJECT NO. 119-110**

ADDENDUM #1

I. GENERAL REQUIREMENTS

The following addendum to plans and specifications shall be considered a part of the Contract Documents as if originally written and included in same. Where changes in materials or workmanship are made, same shall take precedence over original specifications. General Contractors are cautioned to bring to the attention of all subcontractors any changes which may affect their work.

II. PERTAINING TO THE CONTRACT DOCUMENTS

Do not break these documents into parts or sub-parts. Each contracting entity shall be responsible for all the work related to their trades wherever it may be shown within the contract documents package. The scope of the work for contractors, subcontractors, material suppliers, etc., cannot be determined by examining partial sets of documents. The entire set of drawings and specifications must be reviewed to ascertain the scope of work for each project element.

III. THE FOLLOWING CHANGES WERE MADE TO THE SPECIFICATIONS:

SECTION 00 01 10 TABLE OF CONTENTS

Remove original section and replace with revised Table of Contents attached in this addendum

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

Insert the attached Advertisement for Bids which shows a bid date of 2:00 PM Thursday May 6, 2021 at City Hall, Covington, LA, 317 N. Jefferson Ave., Covington, LA 70433.

SECTION 00 52 10 HOLD HARMLESS AGREEMENT

Remove original section and replace with revised Hold Harmless Agreement attached in this addendum

SECTION 00 52 43 AGREEMENT FORM

Remove original section and replace with revised Agreement Form attached in this addendum

SECTION 00 61 13 PERFORMANCE AND PAYMENT BOND

Remove original section and replace with revised Performance and Payment Bond attached in this addendum

IV. THE FOLLOWING CHANGES WERE MADE TO THE DRAWINGS:

V. THE FOLLOWING ARE ANSWERS PROVIDED IN RESPONSE TO QUESTIONS ASKED BY THE CONTRACTORS:

Question #1: The specifications on the City's website do not include the Advertisement for Bids or a bid date.

Answer: Please see the Section 00 11 13 Advertisement For Bids included with this Addendum.

VI. ATTACHMENTS:

- Revised Section 00 01 10 Table of Contents
- Section 00 11 13 Advertisement For Bids
- Revised Section 00 52 10 Hold Harmless Agreement
- Revised Section 00 52 43 Agreement Form
- Revised Section 00 61 13 Performance and Payment Bond Form

SECTION 00 01 10
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TABLE OF CONTENTS

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SECTION 00 11 13
Advertisement for Bids

Sealed bids will be received until the hour of **2:00 P.M.**, local time, **Thursday, May 6, 2021** at City Hall, Covington, Louisiana, 317 N. Jefferson Avenue, Covington, LA 70433; for furnishing all labor, materials, supervision, etc., and performing all work necessary to complete the **River Forest Paving and Drainage – Patricia Drive Project, CCE Project No. 119-110**, for the City of Covington, Louisiana. Bids will be opened and publicly read aloud after **2:00 P.M.** in the City Hall Conference Room, City Hall, Covington, Louisiana. Any bids received after **2:00 P.M.** will be returned unopened.

The Contractor shall hold a Louisiana Contractor’s license in the Heavy and Highway, Street and Bridge Construction Classification. The work consists of roadway and drainage improvements to Patricia Dr. between Michelle Dr. and West 15th Avenue and replacement of pedestrian bridge and culverts on W. 15th Ave.

A non-mandatory pre-bid conference will be held Thursday, April 29, 2021. The meeting will be held at 2:00 p.m. at City of Covington, City Hall Conference Room, Covington, Louisiana, 317 N. Jefferson Avenue, Covington, LA 70433.

A complete set of Contract Documents are available to download from our web site free of charge:
<https://www.covla.com/finance>

Each bid must be accompanied by a bid security in the form of certified check, cashier’s check, or Bid Bond as prescribed by LA RS 38:2218.A.C, in the amount equal to at least five percent (5%) of the total amount bid and payable without conditions to the Owner as a guarantee that the Bidder, if awarded the Contract, will promptly execute a Contract in accordance with his proposal and all terms and conditions of the Contract Documents. The outside envelope in which the bid is placed must be clearly marked as follows:

Sealed Bid: CITY OF COVINGTON
River Forest Paving and Drainage – Patricia Drive Project
CCE Project No. 119-110

Bid Due Date and Time: May 6, 2021, 2:00 P.M.

INCLUDE: Contractor’s name, address, and Louisiana state contractor’s license number

It is requested, but not mandatory, that the entire bid package be submitted in duplicate. Duplicate copy can be a photocopy.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Mayor
City of Covington
St Tammany Farmer 3xs:

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SECTION 00 52 10
HOLD HARMLESS AGREEMENT

_____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the City of Covington, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred by the City of Covington as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this ____ day of _____, 20__.

WITNESSES:

(Name of Company or Contractor)

Printed Name: _____

BY: _____
(Signature of Authorized Officer)

Printed Name: _____

Printed Name: _____
Title: _____

STATE OF _____

PARISH OF _____

SWORN TO and subscribed before me, Notary, on this ____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

Contractor - please complete the following:

Claims contact for this project will be:

(Print name and title of Contact Person)

Address

Email address

Telephone#

Cell #

Fax #

**SECTION 00 52 43
AGREEMENT FORM**

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between _____ City of Covington _____ (“Owner”) and

_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents for the River Forest Paving and Drainage – Patricia Drive Project. The Work is generally described as follows: Provide roadway and drainage improvements to Patricia Dr. between Michelle Dr. and West 15th Avenue and replacement of pedestrian bridge and culverts on W 15th Ave.

ARTICLE 2 – THE PROJECT

2.01 The Work under the Contract Documents may include the whole or only a part of the quantities estimated on the Unit Prices Bid Table. The Work will be assigned to the Contractor on a Contract basis. The Contract will include limits of work, a written scope of work, estimated material quantities, performance period, and any supplemental drawings or details required for completion of the work.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Stuart Consulting Group, Inc. (Engineer), which 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 the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as indicated on a written Notice to Proceed provided to Contractor from the City of Covington, and completed and ready for final payment within 180 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed per written approval of City Engineer. The parties 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. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$ 500 for each day that expires after the time specified in Paragraph 4.02 above 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 \$ 1000 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item performed under each task order.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. No unit price adjustments for actual quantities will be made.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment. Progress payments on account of Unit Price Work will be based on the number of units completed and will be incorporated into a form of Application for Payment acceptable to Engineer. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that

the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the Unit Price Work based on the number of units completed.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with contract provisions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer, less retainage.
- B. Following acceptance of the Work by Owner, Contractor, at his expense, shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.
- C. Release and payment of Retainage, or balance due, will become due and will be paid by Owner to Contractor thirty days after receipt of Application for Retainage Payment (which must include a clear lien and privilege certificate secured from the Clerk of Court and Ex-Officio Recorder of Mortgages dated no less than forty-five (45) days after the filing of the acceptance and other documentation), and recommendation of payment by ENGINEER.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits

to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.

- F. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 43 - 1 to 00 52 43 - 8, inclusive).
 - 2. Performance and Payment bond (pages 00 61 13 - 1 to 00 63 13 - 2, inclusive).
 - 3. General Conditions (pages 00 72 43 - i to 00 72 43 - 57, inclusive).
 - 4. Specifications as listed in the table of contents of the Project Manual.
 - 5. Project Drawings with each sheet bearing the following general title: River Forest Paving and Drainage – Patricia Drive
 - 6. Addenda (numbers _____ to _____, inclusive).
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract 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.

9.03 *Successors and Assigns*

- A. 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 to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on date as signed by Mayor of Covington.

OWNER:

CONTRACTOR

By: _____
Title: Mayor - City of Covington
Date: _____

By: _____
Title: _____
Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
Title: City Engineer- City of Covington
Address for giving notices:
317 N. Jefferson Avenue
Covington, LA 70433

Attest: _____
Title: _____
Address for giving notices:

License No.: _____

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SECTION 00 61 13
PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we (1) * _____ and (2) * _____ hereinafter called "Principal" and (3) * _____ a Surety Company authorized to do and doing business in the State of Louisiana, hereinafter called "Surety" are held and firmly bound unto the City of Covington, Louisiana, hereinafter called "Owner" in penal sums of _____ dollars (\$ _____) Performance Bond and _____ dollars (\$ _____) Payment Bond 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, 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 furnishing of:

City of Covington
River Forest Paving and Drainage – Patricia Drive

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 which may be granted by the owner, with or without notice to the Surety, and if he 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, and shall promptly make payment to all persons, firms, subcontractors, 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 prosecution of such work, and all insurance premiums on said work whether by subcontractor or otherwise, 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, alterations or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in anywise 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 of the Specifications.

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 execute in **Three (3)** originals each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST: _____
(PRINCIPAL)

(SEAL) _____ By _____
(Principal Secretary)

(Witness as to Principal) (Address)

Address

Surety

ATTEST:

(SEAL) _____ By: _____
(Surety) Secretary

(Witness as to Surety)

Address

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF THIS AGREEMENT.