

CONSTRUCTION CONTRACT DOCUMENTS

Water Treatment Plant-Chemical Building Expansion
11WT02 - SUA BID NO. -11/12

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



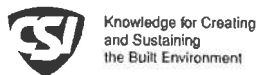
PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America



This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (C-700, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (C-200, 2002 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Commentary on EJCDC Construction Documents. See also Guide to the Preparation of Supplementary (C-800, 2002 Edition).

This document has been licensed for use (including modifications) by the City of Stillwater, Oklahoma. Deletions are indicated with strikethrough text (ex: ~~strikethrough~~) and proposed insertions are indicated by underlined text. CONTRACTOR shall not use or modify EJCDC documents without purchase/license/permission from EJCDC. A "clean text" (omitting strikethrough deleted text and omitting underline beneath inserted text) version of this contract shall be provided to the successful bidder for signature/execution. ~~It is recommended that bidders maintain a copy of this document as a record of changes to the EJCDC original document.~~

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2715

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

EJCDC
AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (~~STIPULATED PRICE~~)

THIS AGREEMENT is by and between Stillwater Utilities Authority (Owner)

and _____ (Contractor).

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

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Water Treatment Plant-Chemical Building Expansion Project No. 11WT02 (SUA Bid No. -11/12)

ARTICLE 2 - THE PROJECT

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

Expansion of existing chemical feed building including the following: excavation, construction of new foundations and grade beams, construction of new concrete slab, new chemical feed piping and valves, extension of pre-engineered metal building, furnishing new bulk alum tank, relocating existing polymer tank, providing new chemical feed pumps and associated electrical, control and heating improvements.

ARTICLE 3 - ENGINEER

~~4.013.01~~ The Project has been designed by Poe & Associates, Inc. Tulsa, OK (Engineer) who 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 5~~ ~~ARTICLE 4~~ - _____ CONTRACT TIMES

~~5.014.01~~ 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.

~~5.024.02~~ 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 provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within _____ days after the date when the Contract Times commence to run.

~~5.03~~4.03 Liquidated Damages

A. Contractor and Owner 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 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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 \$~~_____~~150.00- for each day that expires after the time specified in Paragraph 4.02 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 \$ _____ for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

~~ARTICLE 6~~ARTICLE 5 - _____ CONTRACT PRICE

~~6.04~~5.01 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, ~~5.01.B,~~ and ~~5.01.C~~ below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ (\$ _____)
(words) (numerals)

Contractor's Bid Form attached hereto as an exhibit.

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

~~B. 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 estimated quantity of that item as indicated in this paragraph 5.01.B:~~

~~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. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.~~

~~ARTICLE 7~~ARTICLE 6 - _____ PAYMENT PROCEDURES

~~7.04~~6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.026.02 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 same day of each month during performance of the Work as provided in Paragraphs ~~6.02.A.1 and 6.02.A.2~~ below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General 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 General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

~~_____ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and~~

~~_____ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts as ~~Engineer~~ Owner shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of ~~Engineer's~~ Owner'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.

7.036.03 Final Payment

1. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

~~ARTICLE 8 -~~ ARTICLE 7 - _____ INTEREST

~~8.00 - All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of _____ percent per annum.~~

7.01 Lump Sum Contract: The interest shall commence thirty (30) days after the work under the contract has been completed and accepted and all required material certifications and other documentation required of the Contractor has been furnished to Owner by Contractor and shall run until the final payment or estimate is remitted to Contractor. When contract quantities or the final payment amount is in dispute, the interest bearing period shall be suspended until the settlement of the dispute.

~~8.00 — Contracts Bid by Unit Price: The interest shall commence sixty (60) days after the work under the contract has been completed and accepted and all required material certifications and other documentation required of the Contractor has been furnished to Owner by Contractor and shall run until the final payment or estimate is remitted to Contractor. When contract quantities or the final payment amount is in dispute, the interest bearing period shall be suspended until the settlement of the dispute.~~

ARTICLE 9 - ~~ARTICLE 8~~ - _____ CONTRACTOR'S REPRESENTATIONS

~~9.01~~8.01 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 in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of 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 Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any 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 correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner and Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 10 - ~~ARTICLE 9~~ - _____ CONTRACT DOCUMENTS

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to _____, inclusive).
2. Performance bond (pages _____ to _____, inclusive).
3. Payment bond (pages _____ to _____, inclusive).
4. Maintenance bond (pages _____ to _____, inclusive).
5. General Conditions (pages _____ to _____, inclusive).
6. Supplementary Conditions (pages _____ to _____, inclusive).
7. Special Provisions (pages _____ to _____, inclusive).
8. Technical Specifications as listed in the table of contents of the Project Manual (pages _____ to _____, inclusive).
- ~~7.9.~~ Drawings consisting of _____ sheets with each sheet bearing the following general title: _____ ~~for~~ the ~~Drawings listed on attached sheet index.~~
- ~~8.~~10. Addenda (numbers _____ to _____, inclusive).
- ~~9.~~11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. Business Relationships Affidavit (pages _____ to _____, inclusive).
 - d. Non-Collusion Affidavit (pages _____ to _____, inclusive).
 - e. Certificate of Non-Discrimination (pages _____ to _____, inclusive)
 - f. Labor Standards Certification for Bidding (DW-074A) (pages _____ to _____, inclusive)
 - g. Contractor's Statement Concerning Equal Opportunity Clauses (DW-211) (pages _____ to _____, inclusive)
 - h. Certification of Non-Segregated Facilities (DW-212) (pages _____ to _____, inclusive)
 - i. Certification Regarding Lobbying (DW-414) (pages _____ to _____, inclusive)
 - j. DBE Compliance Agreement for Prime Contractor (DW-702a) (pages _____ to _____, inclusive)
 - k. Buy American Agreement for Prime Contractor (DW-401) (pages _____ to _____, inclusive)
 - l. Certificates of Insurance (pages _____ to _____, inclusive)

~~10.~~12. 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 .
 - 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 11~~ ARTICLE 10 - MISCELLANEOUS

~~11.01~~ 10.01 Terms

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

~~11.02~~ 10.02 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.

~~11.03~~ 10.03 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.

~~11.04~~ 10.04 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.

~~11.05~~ 10.05 Other Provisions

A. Buy American Requirements

1. The Contractor acknowledges to and for the benefit of the Owner that it understands the goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 (ARRA) and such law contains provisions commonly known as "Buy American"; that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement.
2. The Contractor hereby represents and warrants to and behalf of the Owner that:

- a. The contractor has reviewed and understands the Buy American requirements, all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and
- b. The contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be required by the Owner

4.3. Notwithstanding any other provisions of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from the State or any damages owed to the State by the Owner). While the Contractor has not direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and Contractor agree that the State is the third-party beneficiary and neither this paragraph (nor any other provisions of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

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

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

Stillwater Utilities Authority _____

By: _____

By: _____

Title: Dan Galloway, General Manager

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 1449

Stillwater, OK 74076-1499

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____

(Where applicable)

Agent for service or process: _____

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

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____, 20.

JOHN E. DORMAN
City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That on this _____ day of _____, 20_____,
we, _____ as Principal, and
_____ as Surety,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business in the State of Oklahoma, are held and firmly
bound unto the CITY OF STILLWATER, a municipal corporation established under the
constitution and laws of the State of Oklahoma, in the penal sum of _____
_____ Dollars,
(\$ _____), in lawful money of the United States, such sum
being equal to 100% of the contract price as set forth herein, well and truly to be made,
we bind ourselves and each of us, our heirs, executors, administrators, trustees,
successors, and assigns, jointly and severally, firmly by these presents:

The conditions of the foregoing obligation is such that whereas, the above named
Principal has entered into a written contract with the City of Stillwater for the construction
of _____ (general nature of work), said
project being specifically titled _____

reference to which is made here, and said contract, plans, specifications and all
attachments or appendices thereto, are hereby incorporated by reference thereto and
made a part of this instrument.

If said Principal shall, fully and faithfully execute the work and perform said contract in full
accordance with its terms, conditions and covenants of said contract, plans, specifications
and all attachments or appendices thereto, this obligation shall become null and void;
otherwise it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by the City of

Stillwater.

Whenever Contractor shall be, and declared by the City of Stillwater to be in default under the contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the contract in strict accordance with its terms and conditions, and upon determination by Surety, of the lowest responsible bidder, or, if the City of Stillwater elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City of Stillwater to Contractor under the contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City of Stillwater named herein or the heirs, executors, administrators or successors of the City.

It is further expressly agreed and understood by the parties hereto that no changes or alterations to said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in

its name and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its Attorney-in-Fact, duly authorized so to do, the day and year first above written.

PRINCIPAL

ATTEST:

(name)

Secretary

(authorized representative/title)

SURETY

(name)

Attorney-in-Fact

(Accompany this bond with Attorney-in-fact's Authority from the Surety Company certified to include the date of the bond.)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That on this _____ day of _____, 20_____,
We, _____ as Principal, and
_____ as Surety,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business in the State of Oklahoma, are held and firmly
bound unto the CITY OF STILLWATER, a municipal corporation established under the
constitution and laws of the State of Oklahoma, in the penal sum of _____
_____ Dollars,
(\$ _____), in lawful money of the United States, such sum
being equal to 100% of the contract price as set forth herein, well and truly to be made,
we bind ourselves and each of us, our heirs, executors, administrators, trustees,
successors, and assigns, jointly and severally, firmly by these presents:

The conditions of the foregoing obligation is such that whereas, the above named
Principal has entered into a written contract with the City of Stillwater for the construction
of _____ (general nature of
work), said project being specifically titled _____

Reference to which is made here, and said contract, plans, specifications and all
attachments or appendices thereto, are hereby incorporated by reference thereto and
made a part of this instrument.

If said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or
Subcontractors and or Suppliers of said Principal who perform work in the performance of
such contract, for labor and materials, rental of machinery and equipment, and repairs to
and parts for equipment used and consumed in the performance of said contract within
thirty (30) days after the same becomes due and payable, the person, firm or corporation
entitled thereto may sue and recover on this bond, the amount so due and unpaid.

Should said Principal pay all such indebtedness, this obligation shall become null and void; otherwise, it shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations to said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its Attorney-in-Fact, duly authorized thereunto so to do, the day and year first above written.

PRINCIPAL

ATTEST:

(name)

Secretary

(authorized representative/title)

SURETY

(name)

Attorney-in-Fact

(Accompany this bond with Attorney-in-fact's Authority from the Surety Company certified to include the date of the bond.)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That on this _____ day of _____, 20_____,
we, _____ as Principal, and
_____ as Surety,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business in the State of Oklahoma, are held and firmly
bound unto the CITY OF STILLWATER, a municipal corporation established under the
constitution and laws of the State of Oklahoma, in the penal sum of _____
_____ Dollars,
(\$ _____), in lawful money of the United States, such sum being
equal to 100% of the contract price as set forth herein, well and truly to be made, we bind
ourselves and each of us, our heirs, executors, administrators, trustees, successors, and
assigns, jointly and severally, firmly by these presents:

The conditions of the foregoing obligation is such that whereas, the above named
Principal has, pursuant to a written contract with the City of Stillwater for the construction
of _____ (general nature of work), said project
being specifically titled _____
_____ reference to which is
made here, and said contract, plans, specifications and all attachments or appendices
thereto, are hereby incorporated by reference thereto and made a part of this instrument,
constructed said improvements.

Principal is obligated to protect the City of Stillwater against any and all defects in said
construction resulting from faulty materials or workmanship for a period of 1 (one)
year from the date of acceptance of said project by the City.

Should Principal protect the City of Stillwater against any and all defects in said
construction resulting from faulty materials or workmanship for a period of 1 (one)
year from the date of acceptance of said project by the City, this obligation shall
become null and void; otherwise, it shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations to said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

PRINCIPAL

ATTEST:

(name)

Secretary

(authorized representative/title)

SURETY

(name)

Attorney-in-Fact

(Accompany this bond with Attorney-in-fact's Authority from the Surety Company certified to include the date of the bond.)