

**SUBSECTION 2.02  
PAYMENT BOND**

THE STATE OF TEXAS     §

COUNTY OF RANDALL     §

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_,

as PRINCIPAL, and \_\_\_\_\_, as SURETY, authorized  
under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly  
bound unto the City of Canyon, Texas, a municipal corporation, chartered by virtue of the  
constitution and laws of the State of Texas, hereinafter called OWNER, in the amount of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
for the payment whereof, the said Principal and Surety bind themselves and their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the OWNER,  
dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the construction of \_\_\_\_\_

\_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if  
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if  
the said Principal shall pay all claimants supplying labor and material to him or a subcontractor  
in the prosecution of the work provided for in said Contract, then this obligation shall be void;  
otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of  
Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be  
determined in accordance with the provisions of said article to the same extent as if it were  
copied at length herein.

PROVIDED, FURTHER, that if any legal action be filed upon this bond, venue shall lie  
in Randall County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the Contract, or to the work performed thereunder, or the  
plans, specifications or drawings accompanying the same, shall in anywise affect its obligation  
on this bond, and does hereby waive notice of any such change, extension of time, alteration or  
addition to the terms of the Contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

(SEAL)

The name and address of the Resident Agent of Surety is:

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

Note: Date of Bond must not be prior to date of Contract.

**SUBSECTION 2.03  
PERFORMANCE BOND**

THE STATE OF TEXAS §

COUNTY OF RANDALL §

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_,

as PRINCIPAL, and \_\_\_\_\_, as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Canyon, Texas, a municipal corporation, chartered by virtue of the constitution and laws of the State of Texas, hereinafter called OWNER, in the amount of

\_\_\_\_\_dollars (\$\_\_\_\_\_ )  
for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the construction of \_\_\_\_\_  
\_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then his obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Randall County, State of Texas.

Surety, for the value received, stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings 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 to be performed thereunder.

Surety further agrees that the warranty work found by the Owner within the warranty period shall be included, if submitted to the surety within nine (9) months after expiration of the warranty period.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

PRINCIPAL

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SURETY

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

(SEAL)

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

NOTE: DATE OF THE BOND MUST NOT PRECEDE THE DATE OF THE CONTRACT.

**SUBSECTION 2.04**  
**CERTIFICATE OF INSURANCE REQUIREMENTS**

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide minimum insurance coverages as listed below, prior to the execution of the contract and maintain coverages, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the City. A certificate of insurance will be placed on file with the City of Canyon prior to the execution of the contract.

<b>TYPE OF COVERAGE</b>	<b>MINIMUM LIMITS</b>
<b>WORKERS' COMPENSATION - Coverage A</b>	Statutory
<b>EMPLOYERS LIABILITY - Coverage B</b>	
Bodily Injury by Accident - each accident	\$500,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$500,000

**NOTES:**

Worker's Compensation insurance shall include a Waiver of Subrogation in favor of the City of Canyon, its Engineer, officers, employees, agents and subconsultants.

**COMMERCIAL GENERAL LIABILITY:**

Coverage A - Each Occurrence	\$1,000,000
Coverage B - Personal & Advertising Injury	\$1,000,000
General Aggregate Other Than Products / Completed Operations	\$1,000,000
Products / Completed Operations Aggregate	\$1,000,000

**NOTES:**

- 1) Coverage for explosion, collapse, & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include the City of Canyon and its Engineer and subconsultants as an Additional Insured for all work performed for or on behalf of the City.

**AUTOMOBILE LIABILITY:**

Bodily Injury Liability - Each Person	\$1,000,000
Bodily Injury Liability - Each Occurrence	\$1,000,000
Property Damage Liability - Each Occurrence	\$1,000,000

**NOTES:**

- 1) Coverage must include all owned, hired and non-owned autos.
- 2) Coverage must include City of Canyon and its Engineer as an additional insured.

**OWNER-CONTRACTOR PROTECTIVE POLICY FOR WATER, SEWER, STORM  
SEWER OR PROJECTS WITH OVERHEAD CONSTRUCTION**

Each Occurrence

\$1,000,000

In the event of any material change, non-renewal or cancellation of any policy, contractor's insurance company will give thirty (30) days actual prior written notice to the contracting department of the City of Canyon for such changes or cancellation.

**SUBSECTION 2.07**  
**GENERAL CONDITIONS OF THE AGREEMENT**

The general conditions of the agreement shall be the “Standard General Conditions of the Construction Contract” prepared by the Engineers Joint Contract Documents Committee and issued and published jointly by the American Consulting Engineers Council, National Society of Professional Engineers, and the American Society of Civil Engineers, latest edition.

(Supplemental Conditions are to be issued to modify and amend the Standard General Conditions as needed for each specific project.)

**LAST PAGE OF THIS SUBSECTION**

**SUBSECTION 2.10  
SUPPLEMENTARY CONDITIONS TO THE AGREEMENT**

The terms in the Supplementary Conditions will have the same meaning as in the General Conditions of the Construction Contract (Subsection 2.07 & EJCDC No. 1910-8, 1996).

**SC-1.01.A**

Delete 1.01.A.19, and insert the following:

- 1.01.A.19      ENGINEER shall mean the City Engineer, developer's Engineer or other registered professional engineer responsible for plans and specifications related to infrastructure improvements to the City of Canyon, or their representatives.

Add the following to 1.01.A:

51.      MODIFICATION – (a) Written Amendment; (b) Change Order; (c) Field Order; (d) Work Change Directive

**SC-2.02.A**

Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- 2.02.A      ENGINEER shall furnish the CITY and CONTRACTOR up to 3 copies of the Contract Documents; one to the City and two to the Contractor. If the project / Contracts are generated by the CITY, the CITY will furnish two copies to the CONTRACTOR. Additional copies will be furnished upon request at the cost of reproduction.

**SC-2.05.A**

Delete Paragraph 2.05.A in its entirety and insert the following in its place:

- 2.045.A      CONTRACTOR's Review of Construction Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report, in writing, to the CITY or ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from the CITY or ENGINEER before proceeding with any work affected thereby. In the event of a conflict in the drawings, specifications or other portions of the Contract Documents not reported prior to the bidding of the Contract, the CONTRACTOR shall be deemed to have included the most expensive in his bid.

**SC-2.07.A**

Amend Paragraph 2.07.A. by adding the following:

Acceptance of the Contract completion schedule in no way affects the Contract Times. The Contract Times may be changed only as set forth in Article 12 of the General Conditions, and a progress schedule shall not constitute a change in the Contract Times.

**SC-3.01.D**

Add to Paragraph 3.01

Acceptance of the Contract completion schedule in no way affects the Contract Times. The Contract Times may be changed only as set forth in Article 12 of the General Conditions, and a progress schedule shall not constitute a change in the Contract Times.

**LAST PAGE OF THIS SUBSECTION**