
Special Provision to Item 3

Award and Execution of Contract



Item 3, "Award and Execution of Contract" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 3.4.2., "Bonds." The first sentence is voided and replaced by the following.

Execute the performance and payment bond with powers of attorney attached in an amount equal to the amount to be paid the Contractor during the term of the bond and for a term of 2 yr., automatically renewable annually in 2 yr. increments. The following are samples of 2 yr. bonds.

**SPECIAL PERFORMANCE BOND FOR
ROUTINE MAINTENANCE CONTRACT**

CONTRACT NO. 0X0XX00X
COUNTY XXXXXX
BOND NO _____

KNOW ALL PERSONS BY THESE PRESENTS: That CONTRACTOR NAME, as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas (Owner), in the penal sum of DOLLARS SPELLED OUT AND 31/00 dollars (\$X,XXX,XXX.XX) to be paid to the State of Texas, and we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, attached hereto and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, under the law the Principal is required before commencing the work provided for in the contract to execute a bond securing the Principal's performance under the contract;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal or its heirs, administrators, executors, successors, or assigns shall faithfully perform the work in accordance with the plans, specifications, and contract documents and shall fully indemnify and save harmless Owner from all costs and damages that Owner may suffer by reason of **PRINCIPAL'S** default, and fully reimburse and repay Owner all outlay and expense that Owner may incur in making good such default, then this obligation shall be void; otherwise it shall remain in full force and effect for two years from the date of execution, renewable annually in two-year increments.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and Chapter 223 of the Transportation Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statutes to the same extent as if each were copied at length herein. This bond will be in an amount equal to the amount to be paid the principal during the term of the bond and be for a term of two years, renewable annually in two-year increments.

Surety(s), 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 any way 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, to the plans, specifications, or drawings, or to the work to be performed thereunder, unless otherwise specified in the contract. In the case of default by the Principal, Owner, shall not require Surety to renew the bond.

WITNESS our hand this, _____ day of _____, 20____.

CONTRACTOR NAME

SURETY (Print Firm Name and Seal)

By: _____
(Title)

*By: _____
(Title)

By: _____
(Title)

SURETY (Print Firm Name and Seal)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*By: _____
(Title)

***NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract. This form has been approved by the ATTORNEY GENERAL OF TEXAS.**

**SPECIAL PAYMENT BOND FOR
ROUTINE MAINTENANCE CONTRACT**

CONTRACT NO. 0X0XX00X
COUNTY XXXXX
BOND NO _____

KNOW ALL PERSONS BY THESE PRESENTS: That CONTRACTOR NAME, as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas (Owner), in the penal sum of DOLLAR AMOUNT SPELLED OUT AND 31/00 dollars (\$X.XXX.XXX.XX) to be paid to the State of Texas, and we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **PRINCIPAL** is required before commencing the work provided for in said contract to execute a bond solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Principal or a subcontractor to supply labor or material in the prosecution of the work provided for in said contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and Chapter 223 of the Transportation Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statutes to the same extent as if each were copied at length herein. This bond will be in an amount equal to the amount to be paid the principal during the term of the bond and be for a term of two years, renewable annually in two-year increments.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **SURETY(S)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect for two years from the date of execution, renewable annually in two-year increments.

In the case of default by the Principal, Owner, shall not require Surety to renew the bond.

WITNESS our hand this, _____ day of _____, 20____.

CONTRACTOR NAME

SURETY (Print Firm Name and Seal)

By: _____
(Title)

*By: _____
(Title)

By: _____
(Title)

SURETY (Print Firm Name and Seal)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*By: _____
(Title)

***NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.**
This form has been approved by the ATTORNEY GENERAL OF TEXAS.