

DOCUMENT 00 54 00 – NOTICE TO PROCEED

Date: April 28, 2026

Project: Lawrence 46 th St and Post I/I Removal Project	
Owner: City of Lawrence Utilities	Owner's Contract No.: N/A
Contract: Lawrence 46 th St and Post I/I Removal Project	Engineer's Project No.: 2025.01995
Contractor: SLB Pipe Solutions LLC	
Contractor's Address: PO Box 1021; 2900 Mitchell Road, Bedford, IN 47421	

You are notified that the Contract Times under the above Contract will commence to run on 04/29/2026. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with paragraph 4.1 of the Agreement, the date of Substantial Completion is October 26, 2026, and the date of readiness for final payment is November 25, 2026.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

City of Lawrence Utilities
Owner

Given by:

Authorized Signature

USB Chair
Title

Date

Copy to: Karen Saavedra, PE, American Structurepoint, Inc.

00 52 15 - AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **City of Lawrence Utilities** ("Owner") and **SLB Pipe Solutions LLC** ("Contractor").

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

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. The Work is generally described as follows: **rehabilitation/replacement of sanitary sewers and manholes and associated restoration.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Rehabilitation of 8-inch, 10-inch, 12-inch and 15-inch sewers using cured-in-place pipe (CIPP) and associated lateral lining; partial replacements of 8-inch, 10-inch, 12-inch, and 15-inch sewers with wyes; installation of replacement 8-inch sanitary sewers; rehabilitation of 48-inch diameter manholes using manhole lining, and replacement of manhole risers; bypass pumping as required, and associated site restoration.

ARTICLE 3—ENGINEER

3.01 The Owner has retained American Structurepoint, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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 *Contract Times: Days*

A. The Work will be substantially complete within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the Contract Times, as duly modified. 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):

1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
0001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$60,000.00	\$60,000.00
0002	CONSTRUCTION ENGINEERING	LS	1	\$6,500.00	\$6,500.00
0003	MAINTENANCE OF TRAFFIC	LS	1	\$45,000.00	\$45,000.00
0004	BYPASS PUMPING	LS	1	\$20,000.00	\$20,000.00
0005	8-INCH DIAMETER CIPP LINING	LF	2,635	\$42.00	\$110,670.00
0006	10-INCH DIAMETER CIPP LINING	LF	1,175	\$47.00	\$55,225.00
0007	12-INCH DIAMETER CIPP LINING	LF	1,460	\$56.00	\$81,760.00
0008	15-INCH DIAMETER CIPP LINING	LF	2,100	\$71.00	\$149,100.00
0009	SECTIONAL CIPP LINER, 8-INCH DIAMETER	LF	5	\$725.00	\$3,625.00
0010	CUT PROTRUDING TAP	EA	3	\$130.00	\$390.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
0011	SANITARY SEWER, LATERAL REINSTATEMENT IN CURED-IN-PLACE PIPE	EA	111	\$70.00	\$7,770.00
0012	LATERAL LINER USING FULL MAINLINE CIRCUMFERENCE CONNECTION, 6" DIAMETER UP TO 5' LENGTH	EA	121	\$4,000.00	\$484,000.00
0013	LINE LATERAL, 6" DIAMETER, ADDITIONAL LENGTH	LF	2,360	\$28.00	\$66,080.00
0014	HEAVY CLEANING	LF	145	\$13.00	\$1,885.00
0015	SANITARY SEWER, PARTIAL REPLACEMENT UP TO 5' WITH WYE, GRANULAR BACKFILL, 8" PVC SDR 35, ALL DEPTHS	EA	4	\$8,500.00	\$34,000.00
0016	SANITARY SEWER, PARTIAL REPLACEMENT UP TO 5' WITH WYE, GRANULAR BACKFILL, 10" PVC SDR 35, ALL DEPTHS	EA	3	\$9,000.00	\$27,000.00
0017	SANITARY SEWER, PARTIAL REPLACEMENT UP TO 5' WITH WYE, GRANULAR BACKFILL, 12" PVC SDR 35, ALL DEPTHS	EA	1	\$11,500.00	\$11,500.00
0018	SANITARY SEWER, PARTIAL REPLACEMENT UP TO 5' WITH WYE, GRANULAR BACKFILL, 15" PVC SDR 35, ALL DEPTHS	EA	1	\$12,500.00	\$12,500.00
0019	SANITARY SEWER, PARTIAL REPLACEMENT UP TO 5', GRANULAR BACKFILL, 8" PVC SDR 35, ALL DEPTHS	EA	9	\$8,500.00	\$76,500.00
0020	SANITARY SEWER, PARTIAL REPLACEMENT UP TO 5', GRANULAR BACKFILL, 10" PVC SDR 35, ALL DEPTHS	EA	2	\$9,500.00	\$19,000.00
0021	SANITARY SEWER, 8" PVC SDR 35, GRANULAR BACKFILL, ALL DEPTHS	LF	650	\$260.00	\$169,000.00
0022	SANITARY LATERAL, OPEN CUT, 6" PVC SDR	LF	265	\$250.00	\$66,250.00

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
	35, ALL DEPTHS, GRANULAR BACKFILL				
0023	LINE MANHOLE	VF	275	\$276.00	\$75,900.00
0024	FLAT TOP MANHOLE, GRANULAR BACKFILL, 0- 8' DEEP	EA	1	\$13,500.00	\$13,500.00
0025	REPLACE RISERS IN MANHOLE	EA	4	\$895.00	\$3,580.00
0026	ASPHALT MILLING	SY	1,575	\$10.00	\$15,750.00
0027	ASPHALT PAVEMENT REPLACEMENT, SURFACE	TON	175	\$230.00	\$40,250.00
0028	ASPHALT PAVEMENT REPLACEMENT, INTERMEDIATE	TON	130	\$220.00	\$28,600.00
0029	PAVEMENT REPLACEMENT, AGGREGATE BASE	TON	170	\$200.00	\$34,000.00
0030	SEEDING RESTORATION	SY	70	\$40.00	\$2,800.00
0031	OWNER'S CONTINGENCY	LS	1	\$100,000.00	\$100,000.00
TOTAL OF ALL UNIT PRICE BID ITEMS					\$1,822,135.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.
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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 90 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 0 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of 43 sheets with each sheet bearing the following general title: **Lawrence 46th St and Post I/I Removal Project.**
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.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 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
 6. 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.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *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 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **the date of last signature** (which is the Effective Date of the Contract).

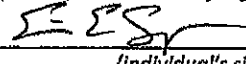
Owner:

(typed or printed name of organization)
By: _____
(Individual's signature)
Date: _____
(date signed)
Name: _____
(typed or printed)
Title: _____
(typed or printed)
Attest: _____
(Individual's signature)
Title: _____
(typed or printed)
Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)
Title: _____
(typed or printed)
Address:

Phone: _____
Email: _____
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

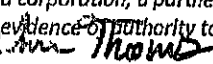
Contractor:
SLB Pipe Solutions LLC

(typed or printed name of organization)
By: 

(Individual's signature)
Date: 4-20-26

(date signed)
Name: ERIC E SPREEN

(typed or printed)
Title: PRESIDENT

(typed or printed)
(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: 

(Individual's signature)
Title: Project Manager

(typed or printed)
Address for giving notices:
PO BOX 1021

2900 Mitchell Rd

Bedford IN 47421

Designated Representative:
Name: ERIC E SPREEN

(typed or printed)
Title: PRESIDENT

(typed or printed)
Address:
PO BOX 1021

2900 Mitchell Rd

Bedford IN 47421

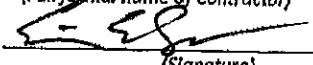
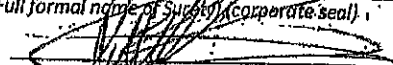

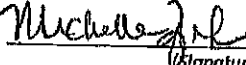
Phone: 812-583-3566

Email: eric@slbpipeolutions.com

License No.: n/a

(where applicable)
State: IN

PAYMENT BOND

<p>Contractor Name: SLB Pipe Solutions LLC Address (principal place of business): PO Box 1021, Bedford, IN 47421-1021</p>	<p>Surety Name: West Bend Insurance Company Address (principal place of business): 1900 S 18th Ave West Bend, WI 53095-8796</p>
<p>Owner Name: City of Lawrence Mailing address (principal place of business): 9201 Harrison Park Ct Indianapolis, IN 46216-1089</p>	<p>Contract Description (name and location): Lawrence, IN 48th and Post (I&I Removal) Contract Price: \$ 1,822,135.00 Effective Date of Contract: 04/14/2026</p>
<p>Bond Bond Amount: \$ 1,822,135.00 Date of Bond: 04/20/2026 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, Intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal SLB Pipe Solutions LLC (Full formal name of Contractor)</p>	<p>Surety West Bend Insurance Company (Full formal name of Surety) (Corporate Seal)</p>
<p>By:  (Signature)</p>	<p>By:  (Signature) (Attach Power of Attorney)</p>
<p>Name: <u>Eric Spreen</u> (Printed or typed)</p>	<p>Name: <u>PETER MONGER</u> (Printed or typed)</p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest:  (Signature)</p>	<p>Attest:  (Signature)</p>
<p>Name: <u>John Thomas</u> (Printed or typed)</p>	<p>Name: <u>Michelle Zoller</u> (Printed or typed)</p>
<p>Title: <u>Project Manager</u></p>	<p>Title: <u>Witness</u></p>
<p>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 1.3) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 1.3).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 1.3).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: [Describe modification or enter "None"]