
PERFORMANCE BOND

Bond Number: [INSERT BOND #]

THAT WE, [INSERT CONTRACTOR NAME], as Principal, hereinafter called Contractor, and the other subscriber hereto, [INSERT SURETY NAME], as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of [INSERT WRITTEN DOLLAR AMOUNT] dollars and [INSERT WRITTEN CENTS AMOUNT] cents (\$[INSERT AMOUNT IN #'S]), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Friendswood for [INSERT PROJECT NAME], all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract and this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses, and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

IT IS FURTHER PROVIDED herein that pursuant to this undertaking, the Principal hereof and the Surety shall both be bound until date of final completion as shall be expressed and set out in the terms and conditions of the Contract, and suit on said bond may be brought up until the first anniversary of the date of said final completion, or abandonment or termination of the public work contract as is provided for in Chapter 2253.078(a), Texas Government Code, as may be amended.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever securing compliance on the part of the Contractor with the terms of the Contract, and Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work, which is intended for the City's benefit, and the City shall have the right to pay or

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withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by the Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any changes in the Contract Documents and in the Work to be done there under, as provided in the Contract and in the terms and conditions thereof, or to make any extension of time, any change in, addition to, or deduction from the Work to be done thereunder, and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will full indemnify, defend, and save harmless the City from any liability, loss, cost, expense, or damage arising out of the Contractor's performance of the Contract.

If the City gives the Surety notice of the Contractor's default, Surety shall, within forty-five (45) days take one (1) of the following actions:

1. Arrange for the Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume the completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce and remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Galveston County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be given in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract Documents or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

ATTEST SEAL:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

Signature

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT