

## PERFORMANCE BOND

Section 00610

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Bond No. \_\_\_\_\_

C.I.P. ID No. \_\_\_\_\_

**THIS SECTION MUST BE EDITED BY THE CAPITAL CONTRACTING OFFICE TO MEET SPECIFIC PROJECT NEEDS PRIOR TO CONTRACT EXECUTION.**

*Delete this and all other instruction boxes prior to final printing for Solicitation.*

Project Name \_\_\_\_\_

Know All Men By These Presents: That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (OWNER), in the penal sum of \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_ U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, which Agreement 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 said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular covenants, conditions and agreements in and by said contract agreed and covenanted by Principal to be observed and performed, and according to true intent and meaning of said Agreement hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect. If OWNER notifies Principal and Surety the OWNER is considering declaring Principal in default, Surety agrees to meet with OWNER and Principal no later than fifteen days after receipt of such notice to discuss methods of performing the Work of the Contract.

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

Surety, for value received, stipulates and agrees that no change in Contract Time or Contract Amount shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Title\_\_\_\_\_

Title\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

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

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

Telephone \_\_\_\_\_ Fax\_\_\_\_\_

E-Mail Address \_\_\_\_\_

Name and address of Resident Agent of Surety:

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

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

**END**