

Performance Bond

On-Call Services for the Disposal of Wastewater Treatment Residuals and Related Services

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the BROWNSVILLE NAVIGATION DISTRICT, Texas, hereinafter called OWNER, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the construction of the:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year post-construction guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise 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 or to the SPECIFICATIONS.

On-Call Services for the Disposal of Wastewater Treatment Residuals and Related Services

PERFORMANCE BOND

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

This bond is subject to and governed by Article 5160 of the Texas Revised Civil Statutes and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

(Principal)

(Principal) Secretary By: _____(s)
(Signature)

(SEAL)

(Witness as to Principal) _____
(Address)

(Address)

ATTEST:

(Surety)

(Surety) Secretary By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety) _____
(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

ATTACH
POWER OF ATTORNEY
TO BE FURNISHED BY CONTRACTOR

Payment Bond

On-Call Services for the Disposal of Wastewater Treatment Residuals and Related Services

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the BROWNSVILLE NAVIGATION DISTRICT, Texas, hereinafter called OWNER, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof, for the construction of the _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise 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 or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose legally perfected claim may be unsatisfied.

On-Call Services for the Disposal of Wastewater Treatment Residuals and Related Services

PAYMENT BOND

This bond is subject to and governed by Article 5160 of the Texas Revised Civil Statutes and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

(Principal)

(Principal) Secretary By: _____
(Signature)

(SEAL)

(Witness as to Principal) _____
(Address)

(Address)

ATTEST:

(Surety)

(Surety) Secretary By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety) _____
(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor Partnership, all partners should execute BOND.

On-Call Services for the Disposal of Wastewater Treatment Residuals and Related Services

PAYMENT BOND

ATTACH

POWER OF ATTORNEY

TO BE FURNISHED BY CONTRACTOR

Certificates of Insurance

**On-Call Services for the Disposal of Wastewater Treatment Residuals and
Related Services**

ATTACH

CERTIFICATES OF INSURANCE

TO BE FURNISHED BY CONTRACTOR