

EXHIBIT B
Performance, Payment, and Maintenance Bonds
(Date of all Bonds must not be prior to date of the Contract)

PERFORMANCE BOND

BOND No. _____

STATE OF TEXAS
COUNTY OF TARRANT

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KNOW ALL PERSONS BY THESE PRESENTS: That _____
(contractor's company) of the City of _____ County of _____, and the State of _____, as Principal, and _____ (surety company) authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bond unto City of Mansfield (Owner), in the penal sum of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their 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, for the _____ (name of project) which Contract is hereby referred to and made 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 the said Principal shall faithfully perform the said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

Surety, 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, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

Principal
By _____
Title _____
Address _____

Surety
By _____
Title _____
Address _____

The name and address of the Resident Agent of Surety is:

PAYMENT BOND

BOND No. _____

STATE OF TEXAS
COUNTY OF TARRANT

§
§

KNOW ALL PERSONS BY THESE PRESENTS: That _____
(contractor's company) of the City of _____ County of _____, and the State of _____, as Principal, and _____ (surety company) authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bond unto the City of Mansfield (Owner), in the penal sum of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their 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, for the _____ (name of project) which Contract is hereby referred to and made 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 the said Principal shall pay all claimants supplying labor and material to Principal, or a subcontractor, in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

Surety, 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, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

Principal

By _____
Title _____
Address _____

Surety

By _____
Title _____
Address _____

The name and address of the Resident Agent of Surety is: _____

MAINTENANCE BOND

BOND No. _____

STATE OF TEXAS
COUNTY OF TARRANT

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KNOW ALL PERSONS BY THESE PRESENTS: That _____ (contractor's company) of the City of _____ County of _____, and the State of _____, as Principal, and _____ (surety company) authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bond unto the City of Mansfield (Owner), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their 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, for the _____ (name of project) which Contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, under the plans, specifications, and Contract, it is provided that the Principal will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of one (1) year from the date of the acceptance of said work by the Owner, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, soil conditions, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Principal. It being understood that the purpose of this bond is to cover said defective work, material, and other conditions and charge the same against the said Principal, and Surety on this bond obligation, and the said Principal and Surety hereon shall be subject to the liquidated damages mentioned in said Contract for each day's failure on its part to comply with the terms of said provisions of said Contract. Now, therefore, if the said Principal shall keep and perform its obligation to maintain said work and keep the same in repair for the maintenance period of one (1) year, as provided, then these presents shall be null and void, and have not further effect, but if default shall be made by the Principal in the performance of its Contract to so maintain and repair said work, then these presents shall have full force and effect, and the City of Mansfield shall have and recover from the Principal and Surety damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the Principal and Surety, hereon, and that successive recoveries may be and had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

Principal

By _____
Title _____
Address _____

Surety

By _____
Title _____
Address _____

The name and address of the Resident Agent of Surety is: _____

