

PERFORMANCE BOND

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF GUADALUPE §

THAT WE, _____, as Principal, hereinafter called the "Developer" and the other subscriber hereto, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Cibolo, a municipal corporation, in the sum of _____ Dollars (\$) for the payment of which sum, well and truly to be made to the City of Cibolo and its successors, the said Developer for 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 Developer has on or about this day executed a Contract in writing with the City of Cibolo for 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 Developer shall faithfully and strictly perform 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 Contract and with 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.

It is further understood and agreed that the Surety does hereby relieve the City of Cibolo or its representatives, from the exercise of any diligence whatever in securing compliance on the part of the Developer with the terms of the Contract, and the Surety hereby waives any notice to it of any default, or delay by the Developer in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Developer in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of Cibolo shall retain certain amounts due the Developer until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of Cibolo shall have the right to pay or 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 Surety that the City of Cibolo or its representatives are at liberty at any time, without notice to the Surety, to make any change 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 change in, addition to, or deduction from the work to be done there under; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety there from.

It is further expressly agreed and understood that the Developer and Surety will fully indemnify and save harmless the City of Cibolo from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Developer under the Contract.

If the Contract Price is greater than \$1.2 million and in the event that the City of Cibolo shall bring any suit or other proceeding at law on the Contract or this bond or both, the Developer and Surety agree to pay to the City the sum of 10 percent of whatever amount may be recovered by the City in suit or legal proceeding, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of or time consumed by its City Attorney, his assistants, and office force, and other cost and damage occasioned to the City. This amount of 10 percent is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Guadalupe County, Texas. This bond is given in compliance with the provisions of Article 5160, Revised Civil Statutes of Texas, as amended, which is

incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third 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 said Developer 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: (if a corporation) _____

WITNESS: (if not a corporation) (Name of Developer)

By: By:

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

ATTEST/WITNESS: (SEAL) _____

(Full Name of Surety)

By: _____

Name: _____ (Address of Surety for Notice)

Title: _____

Date: _____

Original - City

Duplicate - Owner

Triplicate – City

IN TESTIMONY WHEREOF, WITNESS OUR HANDS and seal, this the _____ Day of _____, 20____.

Subdivider and Principal

Surety

By:

Attorney in Fact

APPROVED AND ACCEPTED, THIS THE ____ DAY OF _____ 20____.

CITY OF CIBOLO

BY: _____

TITLE: _____

Original - City

Duplicate - Owner

Triplicate – City

Preliminary Acceptance

PART I

DEVELOPER PETITION FOR PRELIMINARY ACCEPTANCE OF PUBLIC IMPROVEMENT(S) FOR: (Name/Section of Development).

STATE OF TEXAS §

COUNTY OF GUADALUPE §

CITY OF CIBOLO §

WHEREAS, _____, hereinafter called Owner, is the owner of the land described as _____ Subdivision, desires to file this, his (its) Petition, with the City Council of the City of Cibolo. This petition is being filed in accordance with the terms and provisions of the current Regulations.

NOW THEREFORE, KNOW ALL MEN BY THOSE PRESENT THAT _____(Owner) respectfully files this, a Petition with the City Council of the City of Cibolo for Preliminary Acceptance of the following described public improvements (list each improvement, the length of each improvement and the valuation of each improvement):

Water:

Sanitary Sewer:

Drainage:

Street:

Other:

OWNER, in filing this petition, sets forth the following information as required in current Regulations:

A. Attached hereto as Exhibit "A" is a true and correct copy of the itemized construction costs of the above described project (s). Construction was accomplished by:

Contractor Name: _____

at a total cost of \$ _____.

B. Attached as Exhibit "B" are two (2) true and correct copies of "as built" drawings certified to by a registered professional engineer.

C. Attached as Exhibit "C" are two (2) true and correct copies of field density tests and material source tests, certified by a recognized testing laboratory (Exhibit "C" is required only for street and alley improvements).

OWNER GUARANTEES:

A. All materials and workmanship to be in accordance with approved plans and specifications prescribed by the City, and

B. To correct any and all deficiencies not in accordance with approved plans and specifications as may be noted until final acceptance by the City Engineer and City Council.

IN TESTIMONY WHEREOF, WITNESS OUR HANDS and seal this, the _____ Day of _____, 20_____.

Subdivider and Principal

Surety By: _____

Attorney in Fact

APPROVED AND ACCEPTED, THIS THE _____ day of _____ 20_____.

CITY OF CIBOLO

BY: _____

TITLE: _____

Original - City

Duplicate - Owner

Triplicate – City

Final Acceptance

PART II

DEVELOPER PETITION FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENT(S),
FOR: (Name/Section of Development).

WHEREAS, the City Council of the City of Cibolo, Texas approved the Preliminary Acceptance of the improvements listed in Part I Petition for:

_____ Subdivision; and

WHEREAS, the owner has maintained such improvements in good condition for at least one year from date of acceptance by the City Council; and

WHEREAS, the owner has corrected all deficiencies reported by the City of Cibolo,

It is therefore requested that final inspection be made of said improvements, that Final Acceptance be approved by the City Council of the City of Cibolo, and that the Owner be relieved of any further obligation to maintain or cause to maintain such improvements.

(Date)

By _____
(Owner)

Original - City

Duplicate - Owner

Triplicate – City

Final Acceptance

PART III

FINAL ACCEPTANCE

The above improvements listed in the petition have been inspected as required by current regulations, all required maintenance has been performed, and all noted deficiencies have been corrected. I recommend that the improvements described in the petition be accepted by the City of Cibolo and all maintenance on said improvements be assumed by the City.

(Date)

City Engineer, City of Cibolo, Texas

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF CIBOLO,
TEXAS, ON THIS, THE _____ DAY OF, _____ 20____ AD.

Mayor, City of Cibolo, Texas

City Secretary, City of Cibolo, Texas

Original - City

Duplicate - Owner

Triplicate – City