

PERFORMANCE BOND

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF GUADALUPE §

That we, Don Krueger Construction Co., as Principal herein, and _____, a corporation organized and existing under the laws of the State of _____, and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the City of Seguin, located in Guadalupe County, Texas, Obligee herein, in the sum of Eleven Million Seventy-One Thousand One Hundred Forty-Six and 50/100 Dollars (\$11,071,146.50) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the 15th day of December, 2015, herein referred to as “the Contract” and incorporated herein and made a part hereof for all purposes, for the construction of the New Operations Center for the City of Seguin.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by reason of Principal’s failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that Obligee may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect. Whenever Contractor shall be declared by Obligee to be in default under the Contract, the Surety shall, upon request of Obligee and within seven (7) calendar days from receipt of Obligee’s notice of Contractor’s default, commence and thereafter complete performance of Contractor’s obligations under the Contract. This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to

related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

This bond is filed with the Owner in Guadalupe County, Texas, and the Principal and Surety agree that mandatory venue for any legal action filed upon this bond is in the District Courts of Guadalupe County, Texas.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20__.

The date of bond shall not be prior to date of Contract.

Don Krueger Construction Co.
PRINCIPAL

By: _____

Name: Kevin Krueger

Title: President

Address: 205 Profit Drive
Victoria, Texas 77901

Telephone Number: (361) 573-5291

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

SURETY

By: _____

Name: _____

ATTEST:

Secretary

Attorney in Fact

(S E A L)

Address: _____

Witness as to Surety

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

By: _____

Title: _____

Date: _____