

# EXHIBIT C

**PERFORMANCE BOND**

STATE OF TEXAS            }

COUNTY OF TARRANT    }

**KNOW ALL MEN BY THESE PRESENTS:** That we \_\_\_\_\_  
of the City of \_\_\_\_\_, County of \_\_\_\_\_, and  
State of Texas, hereinafter called Principal, and \_\_\_\_\_ a  
corporate surety/sureties, duly authorized to do business in the State of Texas,  
hereinafter called Surety (whether one or more) are held and firmly bound unto  
the City of North Richland Hills, a municipal corporation, in the amount of

\_\_\_\_\_

DOLLARS (\$\_\_\_\_\_) for the payment whereof we do hereby bind  
themselves, and our heirs, administrators, executors, successors and assigns,  
jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract, with the  
City of North Richland Hills, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
to furnish all materials, equipment, labor, supervision and other accessories  
necessary for the construction of certain improvements, to wit: NRH<sub>2</sub>O  
Endless River Bridge Replacement, in the City of North Richland Hills, Texas  
and as more particularly described and designated in said contract which is  
hereby referred 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 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 FURTHER**, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

**AND**, that said 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 hereunder, or to the plans, specifications, or drawing accompanying the same, shall in any way affect the obligation on this Bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed hereunder.

This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73<sup>rd</sup> Legislature, 1993

**IN WITNESS WHEREOF**, the Principal and Surety have signed and sealed this instrument by duly authorized officers and affixed corporate seals hereto at the City of \_\_\_\_\_, County of \_\_\_\_\_,

State of \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**\*\*\* DATE OF BOND MUST NOT BE EARLIER THAN DATE OF CONTRACT\*\*\***

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

**PAYMENT BOND**

STATE OF TEXAS            }

COUNTY OF TARRANT    }

**KNOW ALL MEN BY THESE PRESENTS: THAT WE \_\_\_\_\_**

of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of Texas,  
herein called Principal, and \_\_\_\_\_

a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter called Surety (whether one or more) are held and firmly bound unto the City of North Richland Hills, a municipal corporation, workman, laborers, mechanics, furnishers of materials and claimants supplying labor and materials as defined in Chapter 2253 of the Texas Government Code as amended by Acts of the 73<sup>rd</sup> Legislature, 1993, as their interests may appear, all of whom shall have the right to sue upon this bond, in the penal sum of

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for  
the payment whereof, we do hereby bind ourselves, our heirs, heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract, with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, to furnish all materials, equipment, labor, supervision and other accessories necessary for the construction of certain improvements, to wit: NRH<sub>2</sub>O Endless River Bridge Replacements, in the City of North Richland Hills, Texas which 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 the said Principal shall pay all sub-contractors, workmen, laborers, mechanics, furnishers of materials and claimants (as defined in Chapter 2253 of the Texas Government Code as amended by Acts of the 73<sup>rd</sup> Legislature, 1993) supplying labor and material to him or a sub-contractor in the prosecution of the work provided for in said contract, all monies to them owing by Principal for sub-contracts, work, labor, and material done and furnished for the constructing of such improvements for the City of North Richland Hills, Texas, then this obligation shall be and become null and void, otherwise to remain in full force and effect.

**PROVIDED FURHTER**, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

**AND**, that said 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 hereunder, or to the plans, specifications, or drawing accompanying the same, shall in anywise affect the obligation on this Bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed hereunder.

This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73<sup>rd</sup> Legislature, 1993.

**IN WITNESS WHEREOF**, the Principal and Surety have signed and sealed this instrument by duly authorized officers and affixed corporate seals hereto at the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**\*\*\* DATE OF BOND MUST NOT BE EARLIER THAN DATE OF CONTRACT\*\*\***

ATTEST:	_____ Principal
_____ Secretary	_____ By
	_____ Surety
	_____ By