

PERFORMANCE BOND

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS; That we,

_____ a
_____ with a primary office address of
_____ in _____ County,
_____ [state] (“**Principal**”) and
_____ a _____ State
of _____ (“**Surety**”), are held and firmly bound unto THE UNIVERSITY OF HOUSTON
SYSTEM (“**Owner**”), in the penal sum of

_____ \$ _____

Dollars in lawful money of the United States, to be paid in Harris County, Texas for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, 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 UNIVERSITY OF HOUSTON SYSTEM, as the Owner, dated the _____ day of _____, A.D. 20 __ (the “**Contract**”), a copy of which is hereto attached and made a part hereof for the following project:

_____ as further described in the Contract (the “**Project**”).

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the services required for the Project in accordance with the Contract Documents and Construction Documents (both, as defined in the 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 if he shall satisfy all claims and demands incurred with respect to such services 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.

PROVIDE FURTHER, that if any legal action be filed upon this bond, venue shall lie in Harris County, State of Texas, and 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 the services to be performed hereunder or the specifications 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 Construction Services or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the ____ day of _____, A.D., 20 _____. [*Date of Bond must not be prior to date of Contract*]

ATTEST:

Principal

(Principal) Secretary

BY _____

(SEAL)

(Address)

(Address)

ATTEST:

Surety

(Surety) Secretary

BY: _____

(SEAL)

Address

Witness as to Surety

(Address)

NOTE: If contractor is a Partnership, all partners should execute this bond on behalf of Contractor.

The address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number for the Texas Department of Insurance at 1-800-252-3439.