

CONTRACT FORMS

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SUBCONTRACTORS AND MAJOR SUPPLIERS FORM

SUBCONTRACTORS AND TYPE OF WORK TO BE PERFORMED

LOCAL SUBCONTRACTORS (PRINCIPAL BUSINESS LOCATION IN BRAZORIA COUNTY)

MAJOR SUPPLIERS

LOCAL MAJOR SUPPLIERS (PRINCIPAL BUSINESS LOCATION IN BRAZORIA COUNTY)

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____ as Principal, (the “Contractor”), and
the other subscriber hereto, _____
_____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of
Angleton (the “City”), a municipal corporation, in the penal sum of _____
_____ Dollars (\$))

for the payment of which sum, well and truly to be made to the City, its successors and assigns,
Contractor and Surety to bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the
City for

Bid 2025-06 Lift Station #8 Sanitary Sewer Collection System Rehabilitation Project

all of such work to be done as set out in full in said Contract documents therein referred to and adopted
by the City Commission, 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 Contractor shall faithfully and strictly perform the 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 the 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.
Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but
not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses,
expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

IT IS FURTHER PROVIDED herein that pursuant to this undertaking, the Principal hereof and the Surety shall both be bound for such period of warranty as shall be expressed and set out in the General Conditions of Agreement, under the terms and conditions thereof for a period of one (1) year as is provided for in Chapter 2253, Texas Government Code, as amended.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will 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 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 thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any extension of time, any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify, defend and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent to the City, to perform and complete the Contract;
- or

2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract price from the Surety.

This Bond and all obligations created hereunder shall be performable in Brazoria County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

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 Contractor 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)

By: _____

Name: _____

Title: _____

Name of Contractor

By: _____

Name: _____

Title: _____

Date: _____

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Attorney in Fact

Date: _____

PAYMENT BOND

STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____ as Principal, (the “Contractor”), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to City of Angleton (the “City”), a municipal corporation, in the penal sum of _____ Dollars (\$) _____ for the payment of which sum, well and truly to be made to the Owner, its successors and assigns, Contractor and Surety to bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the Owner for

Bid 2025-06 Lift Station #8 Sanitary Sewer Collection System Rehabilitation Project

all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Commission, 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 Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void; otherwise the same is to remain in full force and effect;

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

IN WITNESS THEREOF, the said Contractor 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)

By: _____

Name: _____

Title: _____

Name of Contractor:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: Attorney in Fact

Date: _____

FORM OF AGREEMENT

STATE OF TEXAS

COUNTY OF BRAZORIA

THIS AGREEMENT made and entered into this, the ____ day of _____
_____ by and between the City of Angleton, of the County of Brazoria and State of Texas,
duly incorporated and existing under and by virtue of the Constitution and the laws of the State of
Texas, acting by and through the undersigned Mayor as attested to by the City Secretary of the City
of Angleton, thereunto duly authorized so to do, hereinafter referred to as "OWNER", and _____
_____. a corporation duly authorized to do business and existing under the
laws of the State of Texas, acting by and through a duly authorized officer thereof as attested to by the
Secretary of said corporation of the City of _____, County of _____, State of _____,
hereinafter referred to as "CONTRACTOR".

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned,
to be made and performed by the OWNER, and under the conditions expressed in the bond(s) bearing
even date herewith (if any), the CONTRACTOR hereby agrees with the OWNER to commence and
complete the construction of certain improvements described as follows:

Bid 2025-06 Lift Station #8 Sanitary Sewer Collection System Rehabilitation Project

and all necessary work of every kind or nature, including all extra work in connection therewith
necessary to complete said improvements, under the terms as stated in the contract documents,
including the General Conditions of Agreement, and, at its own proper cost and expense, to furnish all
materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other

accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the General and Special Conditions of Agreement, plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by HDR Engineering, Inc., hereinafter called "ENGINEER", each of which has been identified by the CONTRACTOR and the ENGINEER, together with CONTRACTOR'S written Proposal, the General Conditions of Agreement and the Performance Bond and Payment Bond hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to it and to substantially complete the same within the time specified in the contract documents, subject to such extensions of time as shall be specified in the General and Special Conditions or shall have been specifically agreed to in writing by the parties hereto, which writing shall be attached to this Contract as a part hereof.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract in accordance with the Proposal submitted therefore, which forms a part of this Contract, subject to additions and deductions as provided in the contract documents, and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the Mayor of the City of Angleton, as attested to by the City Secretary of the City of Angleton, hereunto, has executed this Agreement in the year and date first above written.

Mayor, City of Angleton

ATTEST:

City Secretary

IN WITNESS WHEREOF, the undersigned officers of the corporation, whose names are hereinafter set out, do certify and attest that they have executed this Agreement in their capacities as herein stated, for and on behalf of said corporation, and that they have authority to do so under specific authorization granted to them under the terms of the Charter, By-laws and resolutions of said corporation.

CONTRACTING CORPORATION (CONTRACTOR)

Officer

Office Held

ATTEST:

Secretary

ONE-YEAR MAINTENANCE BOND

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZORIA §

THAT WE, _____ as Principal, hereinafter called "Contractor", and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to The City of Angleton, a municipal corporation, in the sum of _____ for the payment of which sum well and truly to be made to the _____ and its successors, the said Contractor 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 Contractor has on or about this day executed a Contract in writing with the City of Angleton for Lift Station #8 Sanitary Sewer Collection System Rehabilitation Project all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the Owner, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if said Contractor shall comply with the provisions of the Special Conditions, "Guarantee Against Defective Work", and correct Work not in accordance with the Contract Documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

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), addresses 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 Contractor and Surety have signed and sealed this instrument on the _____ day of _____, 20____, and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

(Name of Contractor)

By: _____ By: _____

Name:

Title:

Name:

Title:

ATTEST/ SURETY WITNESS: (SEAL)

(Full Name of Surety)

(Address of Surety for Notice)

(Telephone Number of Surety)

By: _____

By: _____

Name:

Title:

Name:

Title:

END OF DOCUMENT

Insert Contractor's Insurance