



**30 Cisco Catalyst Switches
Upgrade Project**

ADDENDUM I

Below is an additional requirement for a Performance Bond for the 30 Cisco Catalyst Switches Upgrade Project:

A Performance Bond will be required for this project:

- *Performance Bond form should be included with every bid. Please see performance bond form below.*
- All other RFB specifications remain unchanged.

PERFORMANCE BOND

Surety Bond No. _____

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF §

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the Brownsville Navigation District of Cameron County, Texas as Obligee in the penal sum of _____ (\$ _____) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the Obligee, dated _____, _____, for the **30 Cisco Catalyst Switches Upgrade Project**.
(Project No. _____).

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the said Contract in accordance with the Plans and Specifications and Contract Documents, and shall fully indemnify and save harmless the Brownsville Navigation District of Cameron County, Texas from all cost and damage which the Brownsville Navigation District of Cameron County, Texas may suffer by reason of Principal's default or failure so to do and shall fully reimburse and repay the Brownsville Navigation District of Cameron County, Texas all outlay and expense which the Brownsville Navigation District of Cameron County, Texas may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event that the Principal is declared in default under the said Contract, the Surety will within Fifteen (15) days of the Brownsville Navigation District of Cameron County, Texas's declaration of such default take over and assume completion of said contract and become entitled to the payment of the balance of the Contract Price, if any. Conditioned upon the Surety's faithful performance of its obligations, the liability of the Surety for the Principal's default shall not exceed the penalty of this bond.

The Surety agrees to pay to the Brownsville Navigation District of Cameron County, Texas upon demand all loss and expense, including attorney's fees, incurred by the Brownsville Navigation District of Cameron County, Texas by reason of or on account of any breach of this obligation by the Surety.

This bond is issued pursuant to the requirements of Section 60.411 of the Texas Water Code.

Provided further, that if any legal action be filed upon this bond, venue shall lie in the county where the said Contract is to be performed.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the said Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise 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 said Contract or to the work or to the Specifications.

The Surety attests that at the time the bond was executed (and Surety shall provide the Obligee with evidence of the following):

- (1) it was a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

Principal

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

(SEAL)

Surety

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

Surety's Texas Local Recording Agent or Resident Agent:

Surety's Home Office Agent or Servicing Agent:

(Signature)

Name: _____

(Typed Name)

Title: _____

License No. _____

File No. _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

ATTACH POWER OF ATTORNEY
TO BE FURNISHED BY VENDOR