



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. Provided, however, the preceding sentence shall not affect the surety's rights to collect such sums as are actually retained by the Owner, to the extent such sums are due under the Contract and applicable law. It is further expressly agreed by Surety that Owner 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 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. Subject to the foregoing exclusion, it is further expressly agreed and understood that the Design-Build Firm and Surety will fully indemnify and save harmless Owner from any liability, loss, cost, expense (including attorneys fees), or damage arising out of or in connection with the work done by the Design-Build Firm under the Contract.

This bond and all obligations created hereunder shall be performable in Bexar County, Texas. This bond is given in compliance with the provisions of Chapter 2253 and Section 2269.311 of the Texas Government Code, as amended, and pursuant to which this bond shall be only for the construction portion of the Contract, and shall not provide coverage for the design portion of said Contract.

**IN WITNESS THEREOF**, the said Design-Build Firm 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)

\_\_\_\_\_  
(Name of Design-Build Firm)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST/WITNESS (SEAL)

\_\_\_\_\_  
(Full Name of Surety)

By: \_\_\_\_\_

(Mailing Address of Surety for Notice)

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Phone Number of Surety:(\_\_\_\_)\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_