



**RIVERBEND RESOLUTION NO. 20160413-07**

**AUTHORIZING THE PRESIDENT TO EXECUTE A PERFORMANCE BOND WITH  
THE US ARMY AND TEXAMERICAS CENTER AS PART OF THE NOVATION  
AGREEMENT**


**WHEREAS**, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas;

**WHEREAS**, Riverbend Water Resources District has entered into a Novation Agreement with the US Army and TexAmericas Center to provide water and wastewater services; and

**WHEREAS**, the US Army has required as part of the Novation a performance bond by TexAmericas Center as a secured lien on certain TAC-West property valued at \$3,000,000 effective through April 30, 2018;

**NOW, THEREFORE, BE IT RESOLVED** that the President shall be and is hereby authorized to execute a performance bond with the US Army and TexAmericas Centers on terms substantially the same as attached hereto.

**PASSED and APPROVED this 13th day of April, 2016**

  
Sean Rommel, President

ATTEST:

  
Fred Milton, Secretary

Attached: Performance Bond for Other Than Construction Contracts

**PERFORMANCE BOND FOR OTHER THAN  
CONSTRUCTION CONTRACTS**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date  
of contract)

28 April 2016

OMB No.: 9000-0045

Expires: 6/30/2016

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Riverbend Water Resources District  
228 Texas Ave., Suite A  
New Boston, Texas 75570

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ JOINT VENTURE

☐ CORPORATION

Special  
District

STATE OF INCORPORATION

Texas

SURETY(IES) (Name(s) and business address(es))

TexAmericas Center  
107 Chapel Lane  
New Boston, Texas 75570

**PENAL SUM OF BOND**

MILLION(S)

3

THOUSAND(S)

000

HUNDRED(S)

000

CENTS

00

CONTRACT DATE

14 May 2002

CONTRACT NUMBER

DAAE 32-02-D-008

OPTION DATE

OPTION NUMBER

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The principal has entered into the contract identified above. as assignee by Novation Agreement pursuant to FAR 42.1203(h)

THEREFORE: This Bond is secured by a lien on real property.

The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during either the base term or an optional term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. the guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

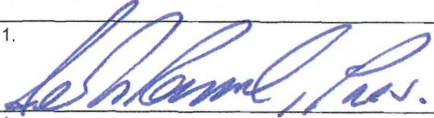
The failure of a surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term.

This Bond expires and terminates on April 30, 2018.

**WITNESS:**

The principal and Surety(ies) executed this performance bond and affixed their seals on the above date.


**PRINCIPAL**

SIGNATURE(S)	1. 	2. _____	NO SEAL Corporate Seal
	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1. Sean Rommel President	2. _____	

**INDIVIDUAL SURETY(IES)**

SIGNATURE(S)	1. _____	2. _____
	(Seal)	(Seal)
NAME(S) (Typed)	1. _____	2. _____

**DISTRICT ~~CORPORATE~~ SURETY(IES)**

SURETY A	NAME & ADDRESS	TexAmericas Center	STATE OF INC. Texas	LIABILITY LIMIT \$ 3,000,000.00	NO SEAL Corporate Seal
	SIGNATURE(S)	1. 	2. _____		
	NAME(S) & TITLE(S) (Typed)	1. Scott Norton Executive Director	2. _____		



<b>SURETY B</b>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
<b>SURETY C</b>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
<b>SURETY D</b>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
<b>SURETY E</b>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
<b>SURETY F</b>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
<b>SURETY G</b>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			

<b>BOND PREMIUM</b> 	RATE PER THOUSAND (\$)	TOTAL (\$)
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## INSTRUCTIONS

1. this form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY (IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

6. Unless otherwise specified, the bond shall be submitted to the contracting office that awarded the contract.