

PERFORMANCE BOND

Surety Bond No. _____

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF §

That we, _____, as Principal, and _____
Contractor Name & Address

_____, as Surety, are hereby held and firmly bound unto
Surety Name & Address

the State of 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 State of Texas, acting by and through
the Board of Regents of The Texas State University System for and on behalf of

_____, Texas, dated
Campus Name *Campus City*

_____, 20____, for _____,
Date of Contract *Name of Project*

Project No. 758-_____-_____.
(Solicitation Number)

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 State of Texas from all cost and
damage which the State of Texas may suffer by reason of Principal's default or failure so to do and
shall fully reimburse and repay the State of Texas all outlay and expense which the State of 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 State of Texas' 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. 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 State of Texas upon demand all loss and expense, including
attorney's fees, incurred by the State of 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 2253.021, Texas Government
Code, as amended.

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.

By signature hereon, if the amount of this bond exceeds \$100,000, then 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; or
- (2) had reinsured any liability in excess of \$100,000 by a reinsurer holding a certificate of authority from the United States Secretary of the Treasury.

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:

(Signature)

(Typed Name)

License No. _____

File No. _____

Address: _____

Telephone No.: _____

Surety's Home Office Agent or Servicing Agent:

Name: _____

Title: _____

Address: _____

Telephone No.: _____

PAYMENT BOND

Surety Bond No. _____

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF §

That we, _____, as Principal, and
Contractor Name & Address

_____, as Surety, are hereby held and firmly bound
Surety Name & Address

unto the State of 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 State of Texas, acting by
and through the Board of Regents of The Texas State University System for and on behalf
of _____, Texas, dated
Campus Name *Campus City*

_____, 20____, for _____,
Date of Contract *Name of Project*

Project No. 758-____-_____
(Solicitation Number)

NOW, THEREFORE, the condition of this obligation is such that, if the Principal
shall promptly make payments to all claimants as defined in Section 2253.021, Texas
Government Code, as amended, of all persons supplying labor and materials in the
prosecution of the work provided for in said contract, then this obligation shall be null and
void, but otherwise it shall remain in full force and effect.

In the event that the Principal fails to promptly pay when due persons who have
supplied labor, materials, or supplies used in the performance of the said contract, the
Surety will, upon receipt of notice from the State of Texas or a claim in the form required
by law, satisfy all undisputed balances due, and make arrangements satisfactory to the
interested parties to resolve all amounts disputed in good faith, but in no event shall the
liability of the Surety for the Principal's failure to promptly pay for labor, materials, or
supplies exceed the penalty of this bond.

This Surety agrees to pay the State of Texas upon demand all loss and expense,
including attorney's fees, incurred by the State of Texas by reason or on account of any
breach of this obligation by Surety.

Provided further, that this bond is made and entered into for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Section 2253.021, Texas Government Code, as amended. If any legal action is filed upon this bond, venue shall be in the county where the said Contract is to be performed.

By signature hereon, if the amount of this bond exceeds \$100,000, then 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; or
- (2) had reinsured any liability in excess of \$100,000 by a reinsurer holding a certificate of authority from the United States Secretary of the Treasury.

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)

Surety's Texas Local Recording Agent or Resident Agent:

(Signature)

(Typed Name)

License No. _____

File No. _____

Address: _____

Telephone No.: _____

(Typed Name and Title)

Surety's Home Office Agent or Servicing Agent:

Name: _____

Title: _____

Address: _____

Telephone No.: _____