

**PAYMENT BOND**

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the 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 (the "Contract"), which Contract is incorporated into this Payment Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Obligee, dated \_\_\_\_\_ for the \_\_\_\_\_ Project No. \_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall promptly make payments to all claimants, as defined in Chapter 2253, Texas Government Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely 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 Chapter 2253, Texas Government Code.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any wise 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 Contract or to the Work to be performed under the Contract.

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

**IN WITNESS WHEREOF**, the Principal and Surety have duly signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_, Principal

(PRINCIPAL'S SEAL)  
if a corporation)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_, Surety

(SURETY'S SEAL)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Attorney-in-Fact