

## THE TEXAS A&M UNIVERSITY SYSTEM BID/PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
(Name and Address of Bidder/Proposer)

hereinafter called the Principal, and \_\_\_\_\_

a corporation or firm duly authorized to transact surety business in the State of Texas or as listed in the current notice of the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the Board of Regents of The Texas A&M University System, College Station, Texas 77845-3424, hereinafter called the Obligee, in the sum of not less than five percent (5%) of the greatest total amount of the bid or proposal, as a guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid or proposal for: Project Number \_\_\_\_\_

\_\_\_\_\_  
(Full name and location of project)

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with the terms of such bid or proposal, and furnish such bonds and other instruments as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract and furnish such bonds and other instruments required by the Contract Documents within fifteen (15) days after the date of transmittal of the Contract Documents to the Principal for execution, this bond shall remain in full force and effect and become the property of the Obligee, without recourse of the Principal and/or the Surety, not as a penalty, but as liquidated damages.

Signed this \_\_\_\_\_ DAY of \_\_\_\_\_ A.D., 20\_\_\_\_.

By: \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Signature and Title)

\* By: \_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Attorney-in-Fact)

\*Attach Power of Attorney for Surety's Attorney-in-Fact with "live seal".

**Surety Seal**

### DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

In the event the Surety is unable to fulfill its contractual obligation under this bond, the Obligee is not protected by an insurance guaranty fund or other solvency protection arrangement.

**PERFORMANCE 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 Performance 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 faithfully perform the Contract in accordance with the Contract Documents, including any warranties, and shall fully indemnify, and save harmless the State of Texas from all costs and damage that the State of Texas may suffer by reason of the Principal's default or failure to perform and shall fully reimburse and repay the State of Texas all outlay and expense that the State of Texas may incur in making good any such default or failure to perform, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event the Principal is declared in default under the Contract, Surety will, within fifteen (15) days of the determination of such default, take over and assume responsibility for completion of such Contract and become entitled to the payment of the balance of the Contract Price, or the Surety shall make other arrangements satisfactory to the Obligee for the completion of the defaulted Work. Conditioned upon the Surety's faithful performance of its obligations, the Surety's liability shall not exceed the penalty of this Bond.

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 or to the Specifications accompanying the same shall in any manner affect its obligation on this Performance 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 or to the Specifications.

The Surety agrees to pay to the State of Texas upon demand all loss and expenses, 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.

This Bond is issued pursuant to the requirements of Section 2253.021, Texas Government Code, as amended.

**IN WITNESS WHEREOF**, the Principal and Surety have executed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

(PRINCIPAL'S SEAL if a corporation)

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

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

(SURETY'S SEAL)

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

### 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 \_\_\_\_\_, 20\_\_\_\_.

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

(PRINCIPAL'S SEAL)  
if a corporation)

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

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

(SURETY'S SEAL)

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