

**Bidding Requirements, Contract Forms and Conditions of the Contract**

**PAYMENT BOND**

Section 00620

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Bond No. \_\_\_\_\_  
C.I.P. ID No. \_\_\_\_\_

**THIS SECTION MUST BE EDITED BY THE CAPITAL CONTRACTING OFFICE TO MEET SPECIFIC PROJECT NEEDS PRIOR TO CONTRACT EXECUTION.**

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

Know All Men By These Presents: That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_ as Principal, and \_\_\_\_\_, a solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (OWNER), and all Subcontractors, workers, laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to sue upon this bond in the penal sum of \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_ U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, condition of this obligation is such, that if the said Principal shall well and truly pay all Subcontractors, workers, laborers, mechanics, and suppliers, all monies to them owing by said Principals for subcontracts, work, labor, equipment, supplies and materials done and furnished for the construction of improvement of said Agreement, then this obligation shall be and become null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change in Contract Time or Contract Amount shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

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Title \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Name and address of Resident Agent of Surety:

\_\_\_\_\_

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

**END**