



Bond # _____

SURETY BOND

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

THE COUNTY OF TRAVIS

THAT WE, _____, a

person, firm, or corporation duly authorized to do business in Texas as principal; and

Name of Surety

Address

City, State Zip

Acting as Surety and hereinafter called Surety, are legally held and firmly bound unto the State of Texas, acting by and through the

TEXAS TRANSPORTATION COMMISSION

IN THE SUM OF \$ _____ payable at the office of said Commission in Austin, Texas as compensation for the cost of construction, maintenance, repair, and restoration for damages caused by overweight motor vehicle crossing and recrossing the highway facility designated _____ in _____ County and extending from private property on one side to private property on the other side. Said highway crossing to be located at a point on

at _____

THE CONDITION OF THIS SURETY BOND IS SUCH THAT

WHEREAS, the Principal of this bond obligation will enter into a contract as authorized by The Texas Transportation Code, §623.051, with the Texas Department of Transportation which among other things provides for the indemnification of construction, maintenance, and repair and restoration, costs to that portion of _____

crossed and re-crossed by overweight motor vehicles in an area specified in said contract;

NOW, THEREFORE, in consideration of said contract, the Principal hereto and its Surety enter into this Surety Bond Agreement to secure the said Commission for the payment of such sums, and if in fact said sum or sums are duly paid by said Principal then this Surety Bond obligation shall be void, otherwise it will remain in full force and effect.

This bond obligation shall not be discharged by any payment or succession of payments hereunder unless and until such payment or payments made by the Surety shall amount in their total to the face amount of this bond but in no event will the total obligation hereunder exceed said face amount.

The Surety Bond shall remain in full force and effect and run concurrent with the above mentioned contract and so long as said other vehicles cross and re-cross said highway facility pursuant to said law and said contract, or any renewal thereof. The Surety's liability under this bond shall be continuous or limited to the two-year term of the contract as stated in said contract and shall be renewed for additional terms by a Continuation Certificate issued by the Surety and delivered to the State. In the event that the Contract is canceled by mutual agreement of both parties or if canceled by a Continuation Certificate issued by the Surety and delivered to the State. In the event that the Contract is canceled by mutual agreement of both parties or if canceled by the State, this surety bond shall remain in effect for a period of 30 calendar days after such cancellation. Cancellation of the Contract and of the Surety Bond shall not affect any liability hereunder prior to such cancellation.

WITNESS THE FOLLOWING SIGNATURES (AND SEAL, IF APPLICABLE)

on this _____ day of _____, _____.

_____ Name of Principal (Firm Name)	_____ Address
_____ By	_____
_____ Title	_____ City, State Zip () -
_____ Signature of Principal Representative	_____ Area Code Telephone Number

_____ Name of Surety Firm	_____ Address
_____ By	_____
_____ Title	_____ City, State Zip () -
_____ Signature	_____ Area Code Telephone Number

CORPORATE SEAL OF SURETY COMPANY:

NOTE: If signed by an officer of the Surety Company, there must be a certified extract attached from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, there must be a power of attorney attached with impressed corporate seal.

THE STATE OF TEXAS
APPROVED AS TO FORM as required by
The Texas Transportation Code, §623.051

Attorney General

Comptroller of Public Accounts

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.