

**CONSTRUCTION CONTRACT
LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, «PROCESSFIELDS_COMPANYNAME», (hereinafter called "Principal"), as Principal, and _____ a corporation organized and existing under the laws of the State of _____ and duly authorized to transact a surety business in the State of Missouri, (hereinafter called "Surety"), as Surety, are held and firmly bound unto THE CURATORS OF THE UNIVERSITY OF MISSOURI (hereinafter called "Obligee"), in the penal sum of: Owner shall cause to be paid to the Contactor the product of the unit price hourly rates and the total hours worked for each work authorization separately.

Hourly Rates	Labor Rates for Work Done Under \$75,000		Labor Rates for Work Done Over \$75,000	
Trade Classification	Standard Time Hourly Rate	Time and Half Hourly Rate	Standard Time Hourly Rate	Time and Half Hourly Rate
«TableStart:EXHIBIT_B_Unit_Price_Hourly»«ProcessDynamicGrid_EXHIBIT_B_Unit_Price»	«ProcessDynamicGrid_EXHIBIT_B_Unit_Price»	«ProcessDynamicGrid_EXHIBIT_B_Unit_Price»	«ProcessDynamicGrid_EXHIBIT_B_Unit_Price»	«ProcessDynamicGrid_EXHIBIT_B_Unit_Price»«TableEnd:EXHIBIT_B_Unit_Price_Hourly_R»

The conditions of this obligation are such that whereas the Principal has entered into a certain written Contract with the Obligee dated «ProcessFields_MasterCommitmentDate», to perform all work on the campus of the «PROCESSFIELDS_FULLCAMPUSNAME» as set forth in Principal's Base Bid PLUS («PROCESSFIELDS_ALTERNATESTOBASEBID») in strict accordance with and as shown and defined in the specifications entitled "«MasterCommitment_Number» - «PROCESSFIELDS_MASTERCOMMITMENTTITLE», «PROCESSFIELDS_FULLCAMPUSNAME», «PROCESSFIELDS_NAMEOFCAMPUSCITY», MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI", dated «PROCESSFIELDS_PROJECTDRAWINGSSPECDATE» and prepared by «PROCESSFIELDS_COMPANYNAMEOFDESIGNCONSULT» which Contract and «PROCESSFIELDS_NUMBEROFBIDDOCUMENTADDENDU» is by reference made a part hereof as fully as if attached hereto or set forth herein and hereinafter referred to as "the Contract".

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the covenants, agreements, terms, conditions, requirements or undertakings of said Contract and promptly make payment for materials incorporated, consumed or used in connection with the work set forth in the Contract referred to above, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or otherwise, at not less than the prevailing hourly rate of wages for work of a similar character

(exclusive of maintenance work) in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work, as provided for in said Contract and in any and all duly authorized modifications of said Contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, terms, conditions, requirements or undertakings, as specified in or by the terms of said Contract, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the OBLIGEE, to the use of any such person.

The said Surety, for value received, hereby stipulates and agrees that neither acceptance of the work nor any change, extension of time, alteration of, or addition to, the terms of the Contract, or of the method thereunder, to the Specifications and Contract Documents accompanying the same, shall in any wise affect its obligations on this Bond, and it does hereby consent to and waive notice to any such change, extension of time, alteration of, or addition to, the terms of the Contract, the method and amounts of payment thereunder, to the work, to the Specifications and Contract Documents.

IN TESTIMONY WHEREOF, the parties hereto have caused the execution hereof in two original counterparts, in this _____ day of _____, 20__.

«PROCESSFIELDS_COMPANYNAME»,

Authorized Signer

By _____
Attorney-in-fact

Company Name

Company Address

Company Phone

SURETY

Revised February 2015

**CONSTRUCTION CONTRACT
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, «PROCESSFIELDS_COMPANYNAME», (hereinafter called "Principal"), as Principal, and

_____ a corporation organized and existing under the laws of the State of _____ and duly authorized to transact a surety business in the State of Missouri, (hereinafter called "Surety"), as Surety, are held and firmly bound unto THE CURATORS OF THE UNIVERSITY OF MISSOURI (hereinafter called "Obligee"), in the penal sum of: Owner shall cause to be paid to the Contractor the product of the unit price hourly rates and the total of hours worked for each work authorization separately.

Hourly Rates	Labor Rates for Work Done Under \$75,000		Labor Rates for Work Done Over \$75,000	
Trade Classification	Standard Time Hourly Rate	Time and Half Hourly Rate	Standard Time Hourly Rate	Time and Half Hourly Rate
«TableStart:EXHIBIT_B_Unit_Price_Hourly»«ProcessDynamicGrid_EXHIBIT_B_Unit_Price»	«ProcessDynamicGrid_EXHIBIT_B_Unit_Price»	«ProcessDynamicGrid_EXHIBIT_B_Unit_Price»	«ProcessDynamicGrid_EXHIBIT_B_Unit_Price»	«ProcessDynamicGrid_EXHIBIT_B_Unit_Price»«TableEnd:EXHIBIT_B_Unit_Price_Hourly_R»

The total aggregate amount of work performed under this contract shall not exceed «MasterCommitment_OriginalContractValue». The Performance / Labor and Material Payment Bond shall be in the amount of «ProcessFields_PerformanceBondLaborandMat».

The conditions of this obligation are such that whereas the Principal has entered into a certain written Contract with the Obligee dated «ProcessFields_MasterCommitmentDate», to perform all work on the campus of the «PROCESSFIELDS_FULLCAMPUSNAME» as set forth in Principal's Base Bid PLUS «PROCESSFIELDS_ALTERNATESTOBASEBID» in strict accordance with and as shown and defined in the specifications entitled "«MasterCommitment_Number» - «PROCESSFIELDS_MASTERCOMMITMENTTITLE», «PROCESSFIELDS_FULLCAMPUSNAME», «PROCESSFIELDS_NAMEOFCAMPUSCITY», MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI", dated «PROCESSFIELDS_PROJECTDRAWINGSSPECDATE» and prepared by «PROCESSFIELDS_COMPANYNAMEOFDESIGNCONSULT» which Contract and «PROCESSFIELDS_NUMBEROFBIDDOCUMENTADDENDU» is by reference made a part hereof as fully as if attached hereto or set forth herein and hereinafter referred to as "the Contract".

NOW, THEREFORE, If the Principal shall faithfully perform and fulfill all the covenants, agreements, terms, conditions, requirements or undertakings of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the Surety and during the life of any guaranty required under the Contract; and

shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, terms, conditions, requirements or undertakings, as specified in or by the terms of said Contract, and within the time therein named, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that neither acceptance of the work nor any change, extension of time, alteration of, or addition to, the terms of the Contract, or of the method thereunder, to the Specifications and Contract Documents accompanying the same, shall in any wise affect its obligations on this Bond, and it does hereby consent to and waive notice to any such change, extension of time, alteration of, or addition to, the terms of the Contract, the method and amounts of payment thereunder, to the work, to the Specifications and Contract Documents.

IN TESTIMONY WHEREOF, the parties hereto have caused the execution hereof in two original counterparts, in this _____ day of _____, 20__.

«PROCESSFIELDS_COMPANYNAME»

Authorized Signer

By _____
Attorney-in-fact

By _____
Company Name

Company Address

Company Phone

SURETY

Revised 02/15