

SECTION 000600 - FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we _____
as Principal, and _____ as Surety, are held and firmly
bound unto the STATE OF MISSOURI, in the sum of _____ dollars
(\$ _____), for payment whereof the Principal and Surety bind themselves, their heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the _____
day of _____, 2016, enter into a contract with Southeast Missouri
State University for
_____. (Insert Base Proposal)

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by Southeast Missouri State University, 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; and shall also promptly make payment for material, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and food stuffs, equipment, and tools, 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 (exclusive of maintenance work) in the locality in which the work is performed both as determined by the Department of Labor and Industrial Relations or determined by the Court of Appeal, 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, stipulations, conditions, requirements, or undertakings, as specified in or by the terms of said contract, and with 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; 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 Southeast Missouri State University, to the use of any such person.

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the

Surety, or either or any of them, their heirs, executors, administrators, and successors, from their liability hereunder, notice to the Surety of any such extension, modifications, or forbearance being hereby waived.

IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this

_____ day of _____, 2016.

AS APPLICABLE:

A. An Individual

(Signature)

B. A Partnership

(Signature) Partner

(Signature) Partner

C. Corporation

(Firm Name)

(Signature) President

D. Surety

(Surety)

(Attorney-in-Fact)

(Address of Attorney-in-Fact)

Area Code: _____ Number: _____
(Telephone Number of Attorney-in-Fact)

(Signature) Attorney-in-Fact

NOTE: Surety shall attach
Power of Attorney