

PAYMENT AND PERFORMANCE BONDS

Payment Bond No. _____

PAYMENT BOND

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS; That we,

_____ a
_____ with a primary office address of
_____ in _____ County,
_____, (**"Principal"**) and _____

a _____ State of _____ (**"Surety"**), are held and firmly bound unto
THE UNIVERSITY OF HOUSTON SYSTEM (**"Owner"**), in the penal sum of
_____ \$ _____

Dollars in lawful money of the United States, to be paid in Harris County, Texas for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with THE UNIVERSITY OF HOUSTON SYSTEM, the Owner, dated the _____ day of _____, A.D. 20 ____ (the **"Contract"**), a copy of which is hereto attached and made a part hereof for the following construction work: _____ (herein called the "work").

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all beneficiaries as defined by Chapter 2253 and The *Texas Government Code* who have properly perfected claim and have supplied 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 beneficiaries supplying labor and materials in the prosecution of the work provided for in said Contract, and all such beneficiaries shall have a direct right of action under the bond as provided in Chapter 2253 of the *Texas Government Code*.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Harris County, State of Texas, and that the said 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 hereunder or the specifications accompanying the same 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 or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, and this the _____ day of _____, A.D. 20 _____. [Date of Bond must not be prior to date of Contract]

ATTEST:

Principal

(Principal) Secretary

BY _____

(SEAL)

(Address)

(Address)

ATTEST:

Surety

(Surety) Secretary

BY: _____

(SEAL)

Address

Witness as to Surety

(Address)

NOTE: If contractor is Partnership, all partners should execute bond.

The address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number for the Texas Department of Insurance at 1-800-252-3439.

Performance Bond No. _____

PERFORMANCE BOND

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS; That we,

_____ a
_____ with a primary office address of
_____ in _____ County,
_____, (**"Principal"**) and _____

a _____ State of _____ (**"Surety"**), are held and firmly bound unto
THE UNIVERSITY OF HOUSTON SYSTEM (**"Owner"**), in the penal sum of
_____ \$

Dollars in lawful money of the United States, to be paid in Harris County, Texas for the payment of which
sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain
contract with THE UNIVERSITY OF HOUSTON SYSTEM, as the Owner, dated the _____ day of
_____, A.D. 20 __ (the **"Contract"**), a copy of which is hereto attached and
made a part hereof for the following construction work:

_____ as further described in the Contract (the **"Construction Services"**).

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the Construction Services in
accordance with the plans, specifications and contract documents during the original term thereof, and any
extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall
satisfy all claims and demands incurred with respect to such Construction Services under such contract, and
shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason
of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may
incur in making good any default, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDE FURTHER, that if any legal action be filed upon this bond, venue shall lie in Harris County, State
of Texas, and that the said 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 Construction Services to be performed
hereunder or the specifications accompanying the same shall in any way 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 Construction Services or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the ____ day of _____, A.D., 20 _____. [Date of Bond must not be prior to date of Contract]

ATTEST:

Principal

(Principal) Secretary

BY _____

(SEAL)

(Address)

(Address)

ATTEST:

Surety

(Surety) Secretary

BY: _____

(SEAL)

Address

Witness as to Surety

(Address)

NOTE: If contractor is Partnership, all partners should execute bond.

The address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number for the Texas Department of Insurance at 1-800-252-3439.