

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal (the "Principal"), and _____,
are held and firmly bound unto Southampton Township, as Obligee (the "Obligee"), as
hereinafter set forth, in the full and just sum of _____
Dollars \$_____, lawful money of the United States of
America for the payment of which sum we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain proposal,
dated _____, 2023 (the "Bid"), to perform certain work for the
Obligee, in connection with, Contract #2023-01 Southampton Equipment Building
pursuant to plans, specifications and other related documents constituting the Contract
Documents, which are incorporated into the Agreement by reference (the "Contract
Documents"), as prepared by Brehm-Lebo Engineering, Inc

WHEREAS, It is a condition of the Contract Documents that this Bond shall be furnished
by the Principal to the Obligee.

NOW, THEREFORE, the condition of this obligation is such that if the above bounded
PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money
which may be due by contract or otherwise, to any individual, firm, partnership,
association or corporation, for all material furnished or labor supplied or performed in the
prosecution of the work, whether or not the said material or labor entered into and
became component parts of the work and for rental of the equipment used and services
rendered by public utilities in, or in connection with the prosecution of such work then
this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee
herein that any individual firm, partnership, association or corporation, which has
performed labor or furnished material in the prosecution of the work as provided, and any
public utility which has not been paid in full therefor, may sue in assumpsit on this
Payment Bond in his, their, or its own name and may prosecute the same to final
judgement for such sum or sums as may be justly due him, them or it, and have execution
thereon. Provided, however, that the Obligee shall not be liable for the payment of any
costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed,
sealed and delivered this _____ day of _____, 2023.

(Individual Principal)

_____(SEAL)
(Signature of Individual)

Witness:

Trading and doing business as

(Partnership Principal)

Witness:

(Name of Partnership)

By: _____(SEAL)
General Partner

By: _____(SEAL)
Partner

By: _____(SEAL)
Partner

By: _____(SEAL)
Partner

(Corporation Principal)

(Name of Corporation)

ATTEST:

By: _____
(Vice) President

(Assistant) Secretary

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

Witness:

*By:

Authorized Representative

Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

(Corporate Surety)

(Name of Corporation)

Witness:

**By:

Attorney-in-fact

(CORPORATE SEAL)

** Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the Corporation.