

PERFORMANCE 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; and

WHEREAS, Under the Contract Documents, it is provided, inter alia, that if the Principal
shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the
Principal in accordance with the Proposal, then the Principal and the Obligee shall enter
into an agreement with respect to performance of such work (the "Agreement"), the form
of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: (a) if
the Principal well, truly and faithfully shall comply with and shall perform the Agreement
in accordance with the Contract Documents, at the time and in the manner provided in the
Agreement and in the Contract Documents, and if the Principal shall satisfy all claims
and demands incurred in or related to the performance of the Agreement by the Principal
or growing out of the performance of the Agreement by the Principal, and if the Principal
shall indemnify completely and shall save harmless the Obligee and all of its officers,
agents and employees from any and all costs and damages which
the Obligee and all of its officers, agents and employees may sustain or suffer by reason
of the failure of the Principal to do so, and if the Principal shall reimburse completely and
shall pay to the Obligee any and all costs and expenses which the Obligee and all of its
officers, agents and employees may incur by reason of any such default or failure of the
Principal; and (b) if the Principal shall remedy, without cost to the Obligee, all defects
which may develop during the period of two (2) years from the date of completion by the
Principal and acceptance of the Obligee of the work to be performed under the
Agreement in accordance with the Contract Documents, which defects, in the sole
judgement of the Obligee or its legal successors in interest, shall be caused by or shall
result from defective or inferior materials or workmanship.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L.493, of the Commonwealth of Pennsylvania.

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

(Individual Principal)

(Signature of Individual) (SEAL)

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.