

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ (hereinafter called the "Principal"), as Principal, and _____ a company authorized to transact business in the Commonwealth of Pennsylvania, and having its principal office at _____

_____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto _____ (hereinafter called the "Obligee"), as Obligee, in the sum of _____ Dollars (\$ _____)

lawful money of the United States of America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents, on this _____ day of _____, 20_____.

WHEREAS, said Principal is herewith submitting to the Obligee a Bid to perform _____ Work for the Obligee's proposed _____
(Name of Project and Location Municipality, County and State)

pursuant to Drawings, Specifications and other Contract Documents incorporated into said Bid by reference; and it is a condition of the Obligee's receipt and consideration of said Bid that such shall be accompanied by Bid Security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall furnish a Performance Bond and a Payment Bond to the Obligee together with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of the Contract, in the form specified by the Owner, and furnish required certificates of insurance upon the Obligee's delivery to the Principal of seven (7) days notice of intention to accept the Principal's Bid and to make a formal award of Contract, and shall enter into such Contract and shall furnish insurance certificates in all respects as required by said Bidding Documents, then this obligation shall be void, but otherwise it shall remain in full force. In the event of the failure to enter into such Contract, furnish such bonds, and furnish such certificates within the time specified, the Principal and Surety shall pay to the Obligee the difference between the amount of the Principal's accepted Bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, Architect's, legal and other expenses incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Bid Security together with interest.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bid Bond the day and year aforementioned.

(Individual Principal)

_____(SEAL)
(Signature of Individual)

Witness:

Trading and doing business as:

(Partnership Principal)

(Name of Partnership)

Witness:

BY: _____ (SEAL)

BY: _____ (SEAL)

(Corporation Principal)

(Name of Corporation)

ATTEST:

(Secretary)

BY: _____
(President)

(CORPORATE SEAL)

or (if appropriate)

Witness:

*BY: _____
Authorized Representative

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

(Corporation Surety)

(Name of Corporation)

Witness or Attest:

**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 Surety.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this bond the day and year
aforementioned.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ of the Corporation named as PRINCIPAL, in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know the signee's signature, and the signature thereto is genuine; and that said Bid Bond is duly signed, sealed and attested for on behalf of said Corporation by authority of its governing body.

(Assistant Secretary) (Affix Corporate Seal)

AGREEMENT OF SURETY

(Note: This Agreement shall be properly executed and must accompany the Certified Check, Bank Cashier's Check, Trust Company Treasurer's Check or Bid Bond, whichever is furnished as Bid Security.)

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Surety,
a corporation existing under the laws of the State of _____, and authorized to transact business in the
Commonwealth of Pennsylvania, hereby agree to execute within the time limit specified in the Contract Documents, the Contract
Bonds in the forms and in the amounts required for the faithful performance and proper fulfillment of the _____
Construction Contract for _____
(Name of Project)

on behalf of _____
(Name of Contractor)

hereinafter called the Bidder, provided that the above Contract be awarded to the Bidder within sixty (60) days after the date of opening of Bids or otherwise as set forth in the Instructions to Bidders, and the Surety further agrees that should the Surety, after notification of intent to make such award, omit or refuse to execute the required bonds, then the Surety shall pay to the Obligee the difference between the amount of the Principal's accepted Bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, Architect's, legal and other expenses incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Bid Security together with interest.

WITNESS

CORPORATE SURETY

DATE

SIGNATURE

(Affix
Corporate Seal)

ATTORNEY-IN-FACT

END OF DOCUMENT