

SECTION 00 62 00 - LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

_____, a _____
corporation,
(Name of Contractor)

of _____, as
(Address of Contractor)

Principal (hereinafter called the "Principal"), and

_____, a _____
corporation,
(Name of Surety)

of _____, as
(Address of Surety)

as Surety (hereinafter called the "Surety"), are held and firmly bound unto the **Name of**
District **SCHOOL DISTRICT**, **address**, Pennsylvania, **ZIP**
Code, a Pennsylvania public school district (hereinafter called the "Obligee"), in the sum of
_____ DOLLARS (\$_____), for the
payment of which sum well and truly to be made, the Principal and Surety bind themselves, and
their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly
by these presents.

WHEREAS, the Principal and the Obligee have entered into a written Contract for
Construction dated _____ (hereinafter called the "Contract"), for the construction of the
project, or that portion thereof, as is described in Section 01 1100, Summary of the Project and the
Contract Documents thereto, all as more fully described and mentioned in said Contract and the
Contract Documents identified therein, which are hereby incorporated in and made a part of this
Bond with the same force and effect as if fully set forth at length herein; and

WHEREAS, Obligee is a "contracting body" under the provisions of Act No. 385 of the

General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors Bond Law of 1967," 8 P.S. §191 et seq. (the "Act"); and

WHEREAS, the Act requires that before an award shall be made to the Principal by the Oblige, the Principal shall furnish this Labor and Material Payment Bond to the Oblige; and

WHEREAS, the Contract and the Contract Documents identified therein also require the Principal to furnish this Labor and Material Payment Bond to the Oblige.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal and any Subcontractor of the Principal to which any portion of the Work under the Contract shall be subcontracted, shall promptly make payment to all claimants, as hereinafter defined, for all material furnished and labor supplied or performed, including public utility services and reasonable rentals of equipment (but only for periods when the equipment rented is actually used at the site), then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. This Bond shall be solely for the protection of claimants supplying labor or materials in the prosecution of the Work provided for in the Contract to the Principal or to any Subcontractor of the Principal to which any portion of the Work under the Contract shall be subcontracted. A Claimant is defined as a person, co-partnership, association or corporation who has furnished material or supplied or performed labor in the prosecution of the Work under the Contract, including public utility services and reasonable rentals of equipment (but only for periods when the equipment rented is actually used at the site).

2. The above-named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant, as herein defined, who has performed labor or furnished material in the prosecution of the Work under the Contract and who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which it claims payment, may bring an action on this Bond

in its own name, in assumpsit, to recover any amount due it for such labor or material and may prosecute such action to final judgment and have execution on the judgment. The provisions of this Bond shall be applicable whether or not the material furnished or the labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) if the claimant has a direct contractual relationship with any Subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, unless such claimant shall have given written notice to the Principal within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing same registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the manner now or hereafter provided by law for the service of a summons, except that such service need not be made by a public officer;

(b) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;

(c) other than in a state court of competent jurisdiction in and for the

county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder by Surety.

IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged as set forth below this day of , 201__.

(Corporate Seal)

(Name of Principal)

Attest:

By: _____

Title: _____

(Secty/Asst. Secty)
(Corporate Seal)

(Name of Surety)

Attest:

By: _____

Title: Attorney-in-Fact

(Secretary)

NOTE: An original Power of Attorney bearing same date as Bond must be attached.

CORPORATE ACKNOWLEDGMENT

STATE OF _____ :
 :
 : ss.
COUNTY OF _____ :

On this _____ day of _____, 201____, before me appeared _____, to me known, who being by me duly sworn, did depose and say that (s)he resided in _____; that (s)he is the _____ of _____, the _____ corporation (Principal) described in and which executed the foregoing Labor and Material Payment Bond (hereinafter "Bond"); that (s)he knew the seal of said corporation; that the seal affixed to the foregoing Bond is the corporate seal of said corporation; and that the foregoing Bond was signed, sealed and delivered on behalf of said corporation by its authority duly given as the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, the said _____ has subscribed and sworn to the foregoing oaths before me, and I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

(Seal)
My Commission Expires: