

SECTION 00 61 00 - PERFORMANCE 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 \_\_\_\_\_

**SCHOOL DISTRICT,** \_\_\_\_\_, Pennsylvania, \_\_\_\_\_, 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 therein, 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 Performance Bond to the Oblige; and

**WHEREAS**, the Contract and the Contract Documents identified therein also require the Principal to furnish this Performance Bond to the Oblige.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the above named Principal shall well and truly perform all of the undertakings, covenants, terms, conditions and provisions of said Contract within the time provided therein and any extensions thereof that may be granted by the Oblige, and during the life of any guarantees contained in or required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, and shall indemnify and save harmless the Oblige of and from any and all liability, loss, damage and expense, including costs and attorneys' fees, which the Oblige may sustain by reason of the Principal's failure, neglect and/or refusal so to do, or by reason of any other default of the Principal thereunder, or default of the Principal or Surety hereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, agrees that its obligation shall in nowise be impaired or affected by any change, extension of time, alteration, addition, omission or other modification in or of the said Contract, the Contract Documents or the work to be performed thereunder, or by any act of forbearance of either the Principal or the Oblige toward the other with respect thereto, or by any reduction of any percentage of the Contract Sum retained by the Oblige under the Contract and the Contract Documents, and the Surety does hereby waive notice of any and all such changes, extensions of time, alterations, additions, omissions, other modifications, acts of forbearance and/or reduction of retained percentage. Any increase in the Contract Sum by Change Order shall automatically result in a corresponding increase in the penal sum of this Performance Bond and the accompanying Labor and Material Payment Bond without notice to or consent from the Surety, such

notice and consent being waived by the Surety. If the Contract Sum is reduced by Change Order, however, there shall be no decrease in the penal sum of either Surety bond.

In addition to any other obligations it may have under this Performance Bond, the Contract, the Contract Documents and applicable law, and not in limitation thereof, the Surety, for value received, agrees, if requested to do so by the Obligee, to perform fully and complete the Work mentioned and described in said Contract and any and all modifications thereof pursuant to and in accordance with the undertakings, covenants, terms, conditions and provisions thereof, if the Principal fails, neglects and/or refuses to so perform fully and complete said Work or shall otherwise be in default under said Contract and further agrees to commence the performance of said Work within twenty (20) calendar days after notice thereof from an Officer of the Obligee of such failure, neglect and/or refusal or other default of the Principal and to perform and complete the same within the time required under said Contract and any and all modifications thereof.

This Bond shall be for the sole benefit of the Obligee, its successors and assigns.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate

seals and caused this Bond to be duly executed and acknowledged by their duly authorized officers or representatives this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

(Corporate Seal)

\_\_\_\_\_  
(Name of Principal)

Attest:

By: \_\_\_\_\_

\_\_\_\_\_  
(Secty/Asst. Secty)

Title: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
(Name of Surety)

Attest:

By: \_\_\_\_\_

\_\_\_\_\_  
(Secretary)

Title: Attorney-in-Fact

**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 Performance 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: