

PERFORMANCE BOND (With Corporate Surety)



KNOW ALL MEN BY THESE PRESENTS, That we,

(NAME AND ADDRESS OF CONTRACTOR)

as Principal and _____
(SURETY COMPANY)

a corporation incorporated under the laws of the State of _____ as Surety
(NAME OF STATE)

are held and firmly bound unto _____ in the full and just sum of
(NAME OF MUNICIPALITY)

_____ (\$ _____) dollars
lawful money to the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contractor or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____.

(DATE OF BOND)



Attest / Witness:

CONTRACTOR

BY

TITLE:

TITLE:



Attest / Witness:

SURETY COMPANY

TITLE:

TITLE:



KNOW ALL MEN BY THESE PRESENTS, that we

[Empty rectangular box for name]

as PRINCIPAL and _____ as SURETY, are held and firmly bond unto the _____ (\$ _____) dollars, lawful money of the United States of America, to be paid to the said _____ or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above municipality hereinafter called Obligee, bearing even date herewith, for the improvement of a certain section of highway or bridge in said Municipality consisting of:

_____ for approximately the sum of: _____ (\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden 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 for 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 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 of forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this _____ day of _____, 20____.



WITNESS:

CONTRACTOR

TITLE:

BY:

TITLE:



WITNESS:

SURETY COMPANY

TITLE:

TITLE:



AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of _____)
)
) ss:
)
County of _____)

being duly sworn according to law deposes and says that they have _____ he has
it has

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with
has his
its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said
its

Act with _____
(SURETY COMPANY)

(TYPE OR PRINT) CONTRACTOR

BY _____
SIGNATURE

Sworn to and subscribed before me this _____ day of _____ A.D. 20 ____ .

SIGNATURE

My Commission Expires _____ (DATE)



_____ MUNICIPALITY

NOTICE OF COMPLETION

IN REFERENCE TO PROJECT # _____

Name of Contractor _____

Performance of work as specified on the above numbered contract is completed and final pavement inspection has been made by the contractor and municipality in accordance with the terms of the contract awarded.

DATE OF AWARD _____

Signature of Municipality

Signature of Contractor

Both copies of this form to be filled by the Contractor-Municipality on completion of final pavement restoration.

THIS PORTION TO BE COMPLETED BY MUNICIPALITY

FINAL COMPLETION CERTIFICATE

By the affixing of my signature I hereby certify that final inspection has been made and all work has been performed in accordance with the above contract # and is hereby accepted by the municipality as completed.

Authorized Agent for the Municipality

*DATE _____

*** The contractor is responsible for maintenance of permanent pavement repairs for a period of one year from this date.**



CERTIFICATE OF COMPLIANCE FOR DAILY BITUMINOUS MIXTURES

Plant: _____

Location: _____

Plant Code: _____

Job Mix Formula (Year-Number): _____ Material Class: _____

ESALS: _____ SRL: _____ PG Grade: _____

Publication 408, Section: _____

Consigned to:

PennDOT Maintenance: _____ County: _____ P.O. No. _____

Contractor: _____ S.R.: _____ Section: _____

Group / P.O.C. No.: _____ ECMS No.: _____

Municipality: _____ County: _____

Wearing Course: _____ **Binder Course:** _____ **Base Course:** _____

Tons Shipped: _____ **Daily AASHTO T209 Density:** _____

Test Results	%AC	Pass #8	Pass #200	Air Voids		VMA	
				Specimen #1	Specimen #2	Specimen #1	Specimen #2
Daily No. 1							
Daily No. 2							
Daily No. 3							
Daily Avg.							
Running Avg. of 5							

Please select the Payment Factor percentage below, based on Pub 408 Sec. 409.4(a) Table H:

- 100% Payment Factor:** The material as listed above shipped on this date conforms fully with the specification requirements of the Pennsylvania Department of Transportation. Our records, attesting to this statement, are open for inspection by a Department Representative for not less than **THREE** years from the date of shipment.

- 85% Payment Factor:** The material as listed above shipped on this date does not conform to the certification tolerances for 100% pay as listed in Pub 408 Sec. 409.2(e) Table A. A reduced pay factor has been applied and QC test results are being forwarded to the Inspector-in-Charge. Our records attesting to this statement are open for inspection by a Department Representative for not less than **THREE** years from the date of shipment.

- Defective Pavement:** The material as listed above shipped on this date does not conform to the certification tolerances for 100% pay as listed in Pub 408 Sec. 409.2(e) Table A. QC test results are being forwarded to the Inspector-in-Charge which indicate material must be removed and replaced or accepted at 50% CUP with District Executive approval in writing. Our records attesting to this statement are open for inspection by a Department Representative for not less than **THREE** years from the date of shipment.

Name (print): _____ Title: _____

Signature: _____ Date Shipped: _____