

# 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 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

1. **◆COUNTY:** \_\_\_\_\_ **◆LR/SR:** \_\_\_\_\_ **◆SEC/SEG:** \_\_\_\_\_ **◆ECMS#:** \_\_\_\_\_  
 (◆ - To be completed by the party that will ship the material to the project, otherwise leave blank.)

2. I / WE hereby certify that the material listed on line 5 was:

Manufactured     Fabricated     Coated     Precasted     Produced

By \_\_\_\_\_ (Name of Manufacturer, Fabricator, Coater, Precaster or Producer) \_\_\_\_\_ (Supplier Code)

3. and the party listed above certifies that the material(s) on line 5 meets the requirements of  
**Publication 408**, Section(s) \_\_\_\_\_  
**AASHTO, ASTM**, Federal or other designation \_\_\_\_\_

4. The material listed below is being shipped to: \_\_\_\_\_  
 (Company Name)

5. LOT NO.	QUANTITY	APPROVED MATERIAL AS LISTED IN BULLETIN # 14 or 15 BULLETIN # 41 or 42 PRODUCERS, LIST HMA / PCC JMF.

6.  **CHECK HERE IF YOUR PRODUCT CONTAINS IRON OR STEEL** I / WE certify that we received a copy of the Mill Certification Form(s) from the manufacturer(s) of any steel or iron materials contained in our product and all manufacturing processes including coatings application (e.g.. epoxy, galvanizing, or painting) have occurred in the United States and we are maintaining copy(s), in our files in accordance with Section 106.03(b)3. Note: While coating materials themselves are not covered by Buy America, the application of these materials on steel or iron must occur in the United States.

7. **VENDOR CLASSIFICATION (CHECK ONE BLOCK ONLY) -**

<input type="checkbox"/> <b>#1 Manufacturer, Fabricator, Coater, Precaster Listed in Bulletin # 15, or Producer Listed in Bulletin # 14, 41 or 42</b> <i>I certify that the above statements are true and to the best of my knowledge, fairly and accurately describe the product(s) listed.</i>	<input type="checkbox"/> <b>#2 Distributor, Supplier or *Private Label Company Not Listed in Bulletin # 15. Also, complete line 9</b> <i>I certify that the material being supplied is one and the same as provided to us by the manufacturer listed on this document and quantities listed above are accurate.</i>
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8. **NAME (print) :** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
**COMPANY NAME :** \_\_\_\_\_  
**SIGNATURE :** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
By Responsible Company Official (QC Staff only if you checked block #1 on line 7)

9. List company that sold you the material(s) documented above: \_\_\_\_\_  
 (Complete if you checked Block # 2 on line # 7, otherwise leave blank.) (Company Name)

After completing the Certificate of Compliance form CS-4171, maintain the original at your company's location. A copy of the Certificate of Compliance form must accompany your material shipment to its next destination. Also, if you receive material shipments from other companies related to PennDOT projects, the accompanying Certificate of Compliance forms must be kept on file at your location. These files must be available for inspection and verification by a Department Representative for a period of not less than THREE years from the date of the last shipment.

**\*Private Label Companies** must identify the true **manufacturer** (Line 2) and the **approved material** (Line 5) as listed in **Bulletin # 15**.