

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we

_____, hereinafter called "Principal", and

_____, hereinafter called "Surety", are

held and firmly bound unto Hampden Township, hereinafter called "Owner", in the full and just

sum of: _____ Dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that the Principal entered into a certain contract or agreement with the Owner for of the Hampden Township aquatics center, which contract or agreement, together with the contract documents specified therein, collectively the "Contract Documents", dated _____, 2023, shall be deemed a part hereof.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of the Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such Contract Documents, and remedy without cost to the Obligee any defects which may develop within one year from the date of completion and acceptance of the work, and shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of the Principal's failure to do any of the foregoing, including, but not limited to, all reasonable attorney's fees, and shall reimburse and repay the Owner all outlays, costs, expense and attorney's fees, which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the work of the specifications.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2023.

Principal _____

By _____

Title _____

Address _____

Attest: _____ (SEAL)

Witness: _____

Surety

Attorney-in-fact*: _____

By _____

Address _____

Attest: _____ (SEAL)

Witness: _____

*Power of attorney must be attached.

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we

_____ hereinafter called “Principal”, and
_____ hereinafter called “Surety”, are held and
firmly bound unto Hampden Township, hereinafter called “Obligee”, in the full and just sum of
_____ Dollars

(\$_____) lawful money of the United States of America, to be paid to the said Obligee 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 Principal entered into a certain contract or agreement with the Owner for construction of the Hampden Township aquatics center, which contract or agreement, together with the contract documents specified therein, collectively the “Contract Documents” dated _____, 2023, shall be deemed a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal shall and will promptly pay or cause to be paid in full all sums of money which may be due any person, co-partnership, association or corporation for all materials furnished and labor supplied or performed in the prosecution of the work whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation shall be void; otherwise to remain in full force and effect.

THE PRINCIPAL AND SURETY hereby jointly and severally agree with the Obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid in full therefor, may maintain an action on this bond to recover for the same against the said Surety as though he, they or it was named herein and prosecute the same to final judgment 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 or expenses of such suit.

PROVIDED FURTHER, that no such suit shall be commenced prior to ninety (90) days from the date upon which said person, co-partnership, association or corporation furnished, supplied or performed the last of the material or labor for which the said claim is made, and every such suit shall be commenced not later than one (1) year from the date when the cause of action accrued.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to work to be performed thereunder or the specifications accompanying the same

shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the work of the specifications.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond the day and year set forth below.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2023.

Principal _____

By _____

Title _____

Address _____

Attest: _____ (SEAL)

Witness: _____

Surety

Attorney-in-fact*: _____

By _____

Address _____

Attest: _____ (SEAL)

Witness: _____

*Power of attorney must be attached.

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.