

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address of Contractor

a \_\_\_\_\_, hereinafter called the Principal, and  
Corporation, Partnership or Individual

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Address of Surety

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
Name of Owner

\_\_\_\_\_  
Address of Owner

hereinafter called Owner, in the penal 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.

WHEREAS, the PRINCIPAL has submitted a BID to the OWNER dated  
\_\_\_\_\_,

\_\_\_\_\_ to perform certain work in connection with the construction of \_\_\_\_\_

\_\_\_\_\_ pursuant to plans,  
specifications and other related documents constituting the CONTRACT DOCUMENTS  
as prepared by Washington County.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract 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 a ONE YEAR guaranty period, and if he shall satisfy all claims and demands incurred under such contract and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse any repay the Owner all outlay and expense 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 or to work to be performed thereunder, or the specifications accompanying the same, shall in any way 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 or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each (number) one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_.

\_\_\_\_\_  
Principal

**ATTEST:**

\_\_\_\_\_  
Principal Secretary

By \_\_\_\_\_

**SEAL**

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Surety Secretary

\_\_\_\_\_  
Attorney-in-Fact

**SEAL**

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

**NOTE:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

(ATTACH POWER OF ATTORNEY WITH COMPLETED CERTIFICATE)

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

\_\_\_\_\_ (Contractor)

hereinafter called the PRINCIPAL, and \_\_\_\_\_ (Surety)

hereinafter called the SURETY, are held and firmly bound unto

\_\_\_\_\_ (Owner)

in the penal sum of \_\_\_\_\_

dollars (\$\_\_\_\_\_), for the payment of which we bind ourselves, our help, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has submitted a BID to the OWNER dated \_\_\_\_\_,

\_\_\_\_\_ to perform certain work in connection with the construction of \_\_\_\_\_

\_\_\_\_\_ pursuant to plans, specifications and other related documents constituting the CONTRACT DOCUMENTS as prepared by Washington County.

NOW, THEREFORE, the condition of this BOND shall be such that:

If the OWNER awards the CONTRACT on the basis of the BID referred to above, and

If the PRINCIPAL and all of the PRINCIPAL'S subcontractors to whom any portion of the work provided for in said CONTRACT is sublet, and all assignees of the PRINCIPAL, and all assignees of such subcontractors, promptly shall pay, or shall cause to be paid, all monies which may be due any person, co-partnership, association or corporation for all

material furnished, labor supplied or performed and equipment rented in the prosecution of the work provided for in said CONTRACT or in any amendment, extension or addition to said CONTRACT, whether or not the said material, labor or service entered into and became component parts of the work, or improvement contemplated by said CONTRACT, or any amendment, extension or addition to said CONTRACT, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

The PRINCIPAL and the SURETY stipulate and agree that any alterations, changes or additions to the terms of said CONTRACT or any alterations, changes or additions to the work to be performed and the materials to be furnished under said CONTRACT, or any alterations, changes or additions to the CONTRACT DOCUMENTS accompanying the said CONTRACT and constituting a part of the said performance of the said CONTRACT, or any act of forbearance on the part of either PRINCIPAL and the SURETY, or either of them, their heirs, executors, administrators, successors and assigns, will not release them from their liability hereunder, or affect in any way, their obligations hereunder, and the SURETY, for value received, does hereby waive notice of any such alteration changes, additions, extensions of time or forbearance.

The PRINCIPAL and the SURETY hereby jointly and severally agree with the OWNER that every person, co-partnership, association or corporation who, whether as subcontractor, or otherwise, has furnished material, or has supplied or performed labor, or has furnished equipment, in the prosecution of the work as above provided and who has not been paid therefore, may sue in assumpsit on this BOND, as though such person, co-partnership, association or corporation were named herein, and may prosecute the same to final judgment for such sum or sums as may be justly due, and may have execution thereon; provided, however, that the OWNER shall not be liable for payment of any costs or expenses of such suit; but any such action or proceeding shall be brought within one year after the time the cause of action accrued, all as provided by pertinent statutes.

It further is agreed that, in case of default in and/or any action arising out of the rights secured by this BOND, any party hereto, or any person, co-partnership, association or corporation entitled to bring an action as provided above, may use, for the purpose of establishing his, its or their claim, a copy of this BOND, duly certified by the OWNER to be a true and correct copy; and any action brought to enforce this BOND shall not be a bar to any subsequent action.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument

under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_  
Corporation - Contractor

(Affix Corporate Seal)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Address

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Partnership - Contractor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Partner

(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Attorney-in-Fact

ATTEST:

\_\_\_\_\_  
Secretary

(ATTACH POWER OF ATTORNEY WITH COMPLETED CERTIFICATE)

IMPORTANT: Surety companies execution bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**WARRANTY BOND**

KNOW ALL MEN BY THESE PRESENTS: that we, the Undersigned

---

(Full name and address or legal title of Contractor)

as Principal, and

---

(Full name and address or legal title of Surety)

a \_\_\_\_\_, formed under the laws of the  
(Partnership, Corporation, etc.)

State of \_\_\_\_\_ as Surety, are held and firmly bound unto

---

(Full name and address or legal title of Owner)

as Owner as hereinafter set forth, in the full and just sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, (\$\_\_\_\_\_) for  
warranty as designated below, lawful money of the United States of America, to be paid  
to the said owner or its agents, to which payment will and truly to be made and done, we  
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally,  
firmly by these presents, the payment of which sum well and truly to be made, the said  
principal and the said Surety, bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly, by these presents.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_.

WHEREAS, the above bounden Principal has entered into a contract with

---

(Owner)

dated the \_\_\_\_\_ day of \_\_\_\_\_,  
for

---

(Full description of project)

---

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upon certain terms and conditions as in said Contract more particularly mentioned; and,



WHEREAS, it is one of the conditions of the award that these presents are such:

That is the above bounden Principal, as Contractor, shall remedy without cost to said Owner any defects which may develop during a period of ONE (1) YEAR from the date of completion and acceptance of the work performed under said Contract, provided such defects, in the judgement of said Owner or it's successor, having jurisdiction in the premises, are caused by defective or inferior materials or workmanship.

It is agreed that the alternations 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 Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either the owner of the principal to the other, shall not in any way release the principal and the surety or sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alterations, extension of forbearance being hereby waived.

It is further agreed that in case of default in and/or any action arising out of rights and liabilities secured by this obligation, any party hereto or any person claiming by or through either may use for the purposes of establishing His, Its or Their claim a copy of this obligation certified by said Owner and the action or actions, if any arising on the within bond, shall not be a bar to any subsequent action which may arise through any liability incurred in any other action thereon and based upon any other part of this obligation.

IN WITNESS WHEREOF, the said principal and Surety have duly executed this bond, under seal, the day and year above written.

\_\_\_\_\_(Seal)  
(Principal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_(Seal)  
(Surety)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Partnership - Contractor)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Partner)

(SEAL)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Partner)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Surety Company)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Attorney-in-Fact)

ATTEST:

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

(ATTACH POWER OF ATTORNEY WITH COMPLETED CERTIFICATE)

IMPORTANT: Surety companies' execution bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.