

**INSTRUCTIONS FOR PREPARATION OF PERFORMANCE BOND, LABOR AND
MATERIAL MEN'S BONDS, AND, IF REQUIRED,
HIGHWAY OCCUPANCY PERFORMANCE BOND**

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall be not less than that required by the Specifications.
4. If the Principals are partners, or joint venturers, each member shall execute the bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the secretary thereof under the corporate seal, OR there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The current Power of Attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must NOT be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand;
and
 - b. The total dollar amount premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath EACH SIGNATURE appearing on the bond.
12. An executive copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

**INSTRUCTIONS FOR PREPARATION OF HIGHWAY OCCUPANCY
PERFORMANCE BOND, IF REQUIRED**

The foregoing requirements shall also apply to preparation of the Highway Occupancy Performance Bond, where such bond is required, except as described here:

1. The Principal shall be identified as the Contractor and the Permittee collectively. The Permittee will be identified by the Local Public Agency.
2. The full and just sum shall be an amount determined by the Pennsylvania Department of Transportation as described in Paragraph 15. b.1. of the Instructions to Bidders (page 6 of these documents).

In lieu of a Highway Occupancy Performance Bond, the Pennsylvania Department of Transportation will accept an Irrevocable Letter of Credit. This letter must meet their requirements for said letter.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____,
_____,
as Principal, hereinafter called Contractor, and _____,
_____,
as Surety, hereinafter called Surety, are held and firmly bound unto Redevelopment Authority
of the County of Fayette as Obligee, hereinafter called Owner, in the bid amount of

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

WHEREAS, said Contractor has by written agreement dated _____,
20___, entered into a certain Contract with said Owner for furnishing and delivering all
materials, equipment and machinery, also the furnishing of all labor and complete construction
in accordance with the plans and specifications under Contract for _____

_____ which Contract and all of the Contract Documents therein referred to for said work shall be
deemed a part thereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the
Contractor shall promptly and faithfully perform the Contract, or any amendments or extension
of, or additions to said Contract on his part within the time and in the manner therein provided
and satisfy all claims and demands incurred in or for the same, or growing out of the same, or
for injury, or damage to persons or property in the performance thereof, and shall fully
indemnify and save harmless the said Owner from any and all cost and damage which the said
Owner may suffer by reasons of failure so to do, and shall fully reimburse and repay the said
Owner any and all outlay and expense which it may incur by reason of such default, then this
obligation shall be null and void; otherwise it shall remain in full force and virtue.

ALSO, that if the above Principal shall remedy without cost to the Owner any defects
which may develop during a period of one (1) year from the date of the issuance of the final
certificate of completion of the work performed under said Contract then this part of the
obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the
Contract, the Owner having performed Owner's obligations thereunder, the Surety may
promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for submission to Owner for completing the Contract in
accordance with its terms and conditions, and upon determination by Owner and
Surety of the lowest responsible bidder arrange for a Contract between such bidder
and Owner and make available as work progresses (even though there should be a
default or a succession of defaults under the Contract or Contracts of completion
arranged under this paragraph) sufficient funds to pay the cost of completion less
the balance of the Contract price; but not exceeding, including other costs and
damages for which the Surety may be liable hereunder, the amount set forth in the
first paragraph hereof. The term "balance of the Contract price" as used in the
paragraph, means the total amount payable by Owner to Contractor under the
Contract and any amendments thereto, less the amount properly paid by Owner to
Contractor.

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 the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligations 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 of the specifications.

Signed, sealed and delivered in three (3) counterparts this _____ day of _____, 20____.

INDIVIDUAL OR PARTNERSHIP PRINCIPALS

_____(SEAL)

_____(SEAL)

in the presence of:

_____(SEAL)

_____(SEAL)

CORPORATE PRINCIPAL

ATTEST:

By: _____(SEAL)

Title

SURETY

ATTEST:

Countersigned:

By: _____(SEAL)

By: _____

Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title: _____

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

hereinafter called "Principal" and _____,
_____, hereinafter called "Surety", are held and firmly
bound unto Redevelopment Authority of the County of Fayette, hereinafter called "Owner", in the
bid amount of _____
_____ (\$ _____) Dollars, in lawful money of the United States, for
the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into
a certain Contract with the Owner, dated the _____ day of _____, 20____,
a copy of which is hereto attached and made a part hereof for _____

_____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of
the work provided for in such Contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on
machinery, equipment and tools, consumed or used in connection with the construction of such
work, and all insurance premiums on said work, and for all labor, performed in such work whether
by subContractor or otherwise, 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
the 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 or to the work or to the
specifications.

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

Signed, sealed and delivered in three (3) counterparts this _____ day of _____, 20____.

INDIVIDUAL OR PARTNERSHIP PRINCIPALS

_____(SEAL)

_____(SEAL)

in the presence of:

_____(SEAL)

_____(SEAL)

CORPORATE PRINCIPAL

ATTEST:

By: _____(SEAL)

Title

SURETY

ATTEST:

Countersigned:

By: _____(SEAL)

By: _____

Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title: _____

HIGHWAY OCCUPANCY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, of _____,
and _____, of _____,

as PRINCIPAL, collectively identified as PRINCIPAL, for the purpose of this Bond only, and _____,

_____ as SURETY, are held and firmly bound unto the Commonwealth of Pennsylvania, as OBLIGEE, in the full and just sum of _____

(\$_____) Dollars, lawful money of the United States of America, to be paid to the said Commonwealth of Pennsylvania, 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 applied for or is about to apply for a permit from the Commonwealth of Pennsylvania, Department of Transportation, under the provisions of 67 Pa. Code Chapter 459 to perform work on the PRINCIPAL'S facilities located over, under and/or on Legislative Route (Application) _____, between stations _____ and _____, in _____, _____ County; and

WHEREAS, the PRINCIPAL is required to furnish a Bond pursuant to 67 Pa. Code Chapter 459.5(b), because a substantial amount of work will be performed under the permit.

NOW, THEREFORE, the condition of this obligation is such that, if the above bounden PRINCIPAL shall in all respects comply with and faithfully perform the terms and conditions of the Permit and all applicable provisions of 67 Pa. Code Chapter 459, and shall save and keep harmless the OBLIGEE from any damages or losses from any cause growing out of work performed on the portion of State Highway, then this obligation is to be void; but otherwise is to be and remain in full force and effect.

IT IS further provided that any alterations which may be made in the terms of the Permit or in the payment of costs due under it, or the giving by the OBLIGEE of any extension of time for the performance of the work 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 or either or any of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to the SURETY or SURETIES of any such alteration, extension or forbearance being hereby waived.

IT IS further provided that the duration of the obligation under this Bond shall be for the period during which work is performed and for one year after the satisfactory completion of all permitted work.

PROVIDED, FURTHER, that in case of default of the PRINCIPAL, in any respect, action on this Bond may be begun forthwith, and the PRINCIPAL and SURETY, jointly and severally do hereby authorize and empower any attorney of any Court of record in Pennsylvania or elsewhere, to appear for and to enter judgment against them, jointly and severally, for the aforementioned sum, with or without defalcation, with costs of suit, release of errors, without stay of execution and with 10% attorney's fees added for collection; and waiving inquisition on any real estate and exemption of any property whatsoever, authorizing condemnation of same and immediate issuance of a Writ of Execution, and releasing and waiving relief from any and all appraisal, stay of execution, or exemption laws of any state, now in force or hereinafter to be passed.

Time limitations set forth in this Bond shall not be deemed to relieve the PRINCIPAL of liability for items exceeding the time limitations set forth in 67 Pa. Code Chapter 459.

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

_____(SEAL)
PRINCIPAL (Permit Applicant)

ATTEST:

By _____(SEAL)

By _____(SEAL)

SURETY COMPANY

ATTEST:

By _____
Title

APPROVED AS TO FORM AND LEGALITY

By _____
Chief Counsel

By _____
Deputy Attorney General

Dated: _____