

COUNTY OF LANCASTER, PENNSYLVANIA

PERFORMANCE BOND

KNOW BY THESE PRESENTS, that _____
as Principal, hereinafter called Contractor, and _____ a (corporation/partnership) organized and existing under the laws of the State of _____ as Surety, hereinafter called Surety, are held and firmly bound unto the County of Lancaster, Pennsylvania, as Obligees, in the amount of Dollars (\$_____), lawful money of the United States of America, for the payment whereof Surety and Principal bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a Contract or proposal with Obligees for _____ which contract or proposal is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: (A) the Principal well, truly and faithfully shall comply with and shall perform the Contract (and all alterations thereof) in accordance with the Contract Documents (as defined in the Contract), and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or the Principal's subcontractors as its or their agents or employees or growing out of the performance of the Contract, and if the Principal shall indemnify completely and shall save harmless the Obligees and all of its officers, agents and employees from any and all costs and damages which the Obligees and/as or all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligees any and all costs and expenses which the Obligees and/as any or all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligees any and all costs and expenses which the Obligees and/as any or all of its officers, agents and employees may incur by reason of any such default or failure of the Principal; and (B) if the Principal shall remedy, without cost to the Obligees, any work not in accordance with the Contract Documents and all defects which may develop during the period of one (1) year from the date of completion by the Principal and acceptance of the Obligees of the work to be performed under the Contract in accordance with the Contract Documents, which defects, in the sole judgment of the Obligees or its legal successors in interest, shall be caused by or shall result from defective or inferior materials, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Obligees of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any forbearance of either the Principal or the Obligees toward the other with respect to the Contract Documents and the Contract and/or the reduction of any percentage to be retained by the Obligees as permitted by the Contract Documents and by the Contract shall not release in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

AND FURTHER, PRINCIPAL AND SURETY DO HEREBY IRREVOCABLY AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR AND CONFESS JUDGMENT AGAINST THEM FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS BOND, WITH OR WITHOUT DECLARATION FILED, WITH COSTS OR SUIT AND AN ATTORNEY'S COMMISSION FOR COLLECTION EQUAL TO FIFTEEN PERCENT (15%) OF THE AMOUNT DUE HEREUNDER, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00). TO THE EXTENT PERMITTED BY LAW, PRINCIPAL AND SURETY RELEASE ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS BOND, VERIFIED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL BOND AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO

APPEAR FOR AND CONFESS JUDGMENT AGAINST PRINCIPAL AND SURETY SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS THE OBLIGEE SHALL FIND IT NECESSARY AND DESIRABLE AND THIS BOND SHALL BE A SUFFICIENT WARRANT THEREFORE. OBLIGEE MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNT OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR THE SAME AMOUNT. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST PRINCIPAL OR SURETY HEREUNDER IS STRICKEN OR OPENED FOR ANY REASON, OBLIGEE IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST PRINCIPAL OR SURETY FOR ANY PART OR ALL OF THE AMOUNTS OWING HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS OR DEFECTS IN SUCH PRIOR PROCEEDINGS.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation or subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947; P.L. 493 of the Commonwealth of Pennsylvania.

Every provision of said act applicable to said Contract and this Bond is incorporated herein by reference thereto.

IN WITNESS THEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20_____.

Principal

By _____ (SEAL)

Witness

Surety

By _____ (SEAL)

Witness

Officer or Attorney-in-Fact