



# PERFORMANCE BOND (With Corporate Surety)

Attachment 2

KNOW ALL PEOPLE BY THESE PRESENTS, That we,

as Principal and \_\_\_\_\_

(NAME AND ADDRESS OF CONTRACTOR)

a corporation incorporated under the laws of the State of \_\_\_\_\_

(SURETY COMPANY)

as Surety are held

and firmly bound unto \_\_\_\_\_

(NAME OF STATE)

in the full and just sum of

\_\_\_\_\_ (\$ \_\_\_\_\_ ) 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

# PAYMENT BOND

KNOW ALL PEOPLE BY THESE PRESENTS, That we,

as Principal and \_\_\_\_\_

a corporation incorporated under the laws of the State of \_\_\_\_\_ as Surety are held

and firmly bond unto the \_\_\_\_\_, in the full and just sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_) dollars,

lawful money to the United States of America, to be paid to the said \_\_\_\_\_ or its  
assigns, to which 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:

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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 PAYMENT BOND Attachment 3 as PRINCIPAL and 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

\_\_\_\_\_  
TITLE



**WITNESS:**

\_\_\_\_\_  
SURETY COMPANY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

# AFFIDAVIT RE ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of \_\_\_\_\_ )  
 )  
 ) ss:  
 )  
 County of \_\_\_\_\_ )

he has  
 being duly sworn according to law deposes and says that they have  
 it has

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with  
 has their  
 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

\_\_\_\_\_  
 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

## INSTRUCTIONS

**Form CS-4171 is to be completed by the party that is shipping approved material to the next destination. Refer to Publication 2, Project Office Manual, Section B.6.3 for additional guidance in completing this Form.**

- 1. COUNTY, LR/SR, SEC/SEG, ECMS#**  
Provide the project information where the material is being shipped. If information is unknown, leave blank. It will be completed by the Project Contractor.
- 2. NAME OF MANUFACTURER, FABRICATOR, COATER, PRECASTER OR PRODUCER**
  - Check appropriate box: manufactured, fabricated, coated, precasted or produced as appropriate. If a single company performs more than one operation (e.g., a company manufactures and coats guiderail), more than one box may be checked.
  - Also, provide the name and the supplier code of the manufacturer, fabricator, coater or precaster of the material listed in Bulletin #15 or the name and the supplier code of the Producer of material listed in Bulletin # 14, 41 or 42.
- 3. MEETS SPECIFICATION REQUIREMENTS**  
List the specification under which the product is approved.
- 4. SHIPPED TO**  
List the name of the company to which the material is being shipped.
- 5. LOT NUMBER, QUANTITY, DESCRIPTION OF MATERIAL**  
List the unique Lot Number for the product, the quantity being shipped to the project or next destination, and a description of the approved material as listed in PennDOT Bulletin # 15, 14, 41, or 42.
- 6. CHECK THIS BLOCK IF YOUR PRODUCT CONTAINS IRON OR STEEL**
  - Check box if your product contains iron or steel, and complete the additional check boxes. If your product does not contain iron or steel, skip to Item# 7.
  - Check one of the two boxes to indicate whether the product is composed of 100% US steel or whether it contains the minimum allowed foreign steel.
  - Check one of the three boxes to indicate whether your product is identifiable steel, unidentified steel, or receives in-plant inspection by the Department or Department Representative.
  - Be sure to provide the required supporting documentation.
- 7. VENDOR CLASSIFICATION (CHECK ONE BLOCK ONLY)**  
If you are a Manufacturer, Fabricator, Coater or Precaster listed in Bulletin #15, or a Producer listed in Bulletin # 14, 41 or 42, check block # 1.  
  
If you are a \*Distributor, \*Supplier or \*Private Label Company of Bulletin #15 items, check block # 2.  
(\* - These categories are not eligible for listing in Bulletin #15, however, you may provide material for PennDOT projects on condition that the material being shipped is listed in Bulletin #15.)
- 9. CERTIFICATION REQUIREMENTS, Name, Title, Company Name, Signature, and Date**  
Enter the required information and sign the Certificate of Compliance form. Ink signatures or electronic signatures are acceptable.
- 10. COMPLETE LINE # 9 ONLY IF YOU CHECKED BLOCK # 2 ON LINE # 7, OTHERWISE LEAVE BLANK**  
List company that sold the material to you. (Company Name)

### IN ADDITION:

- 2. & 5.** Private Label Companies who complete the Certificate of Compliance form CS-4171 must identify the true manufacturer (Line 2) and the approved material (Line 5) as it is listed in Bulletin # 15 under that manufacturers listing.

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.