**PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION**

**CONTRACT BOND FORM**

**(Contract Bond must be submitted on this form; all blanks must be completed)**

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned

_____
(Contractor)

_____
(Address)

as Principal, and

_____
(Surety)

_____
(Address)

a corporation organized and existing under the laws of the Commonwealth of _____ and authorized to transact business in Pennsylvania, as Surety, are held and firmly bound unto the State System of Higher Education as hereinafter set forth, in the full and just several sums of

(A) _____ Dollars ($_____),
for faithful performance of the contract as designated below;

(B) _____ Dollars ($_____),
for payment for labor, material, equipment rental, and public utility services as designated below; and

(C) _____ Dollars ($_____),
for maintenance as designated below;

lawful money of the United States of America, to be paid to the State System of Higher Education, its successors or assigns, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dates this _____ day of _____ , 20___.

WHEREAS, the above bounden Principal has entered into a contract with _____ University of Pennsylvania of the State System of Higher Education

for the Project known as _____
(Contract Number and Name)

upon certain terms and conditions in said contract more particularly mentioned; and

WHEREAS, it is one of the conditions of the award of the State System of Higher Education pursuant to which said contract is about to be entered into, that these presents be executed;

NOW, THEREFORE, the joint and several conditions of this obligation are such:

A. That if the above bounden Principal as Contractor shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said contract and general provisions, including the plans and specifications therein referred to and made part thereof, and such alterations as may be made in said plans and specifications as therein provided, and which are hereby made part of this bond the same as though they were fully set forth herein, and shall indemnify and save harmless the State System of Higher Education and all of its officers, agents, and employees from any expense incurred through the failure of said Contractor to complete the work as specified and for any damages growing out of the manner of performance of said contract by said Contractor or his Subcontractors, or his or their agents or servants including but not limited to patent, trademark, and copyright infringements, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

B. That if the above bounden Principal shall and will promptly pay or cause to be paid all sums of money which may be due by the Principal or any of his subcontractors to any person, co-partnership, association, or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and became component parts of the work or improvements contemplated, and for rental of equipment used, and services rendered by public utilities in, or in connection with, the prosecution of such work, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

C. That, if the above bounden Principal shall remedy without cost to the State System of Higher Education any break of warranty and/or defects which may develop during a period of one (1) year from the date of final completion and acceptance of all the work performed under said contract; provided, in the judgment of the State System of Higher Education or its successor having jurisdiction in the premises, such defects are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect. The duties and responsibilities incurred by the Principal pursuant to said Maintenance Bond shall in no way qualify or limit any right of the State System of Higher Education arising pursuant to the terms and conditions of the Performance Bond or absolve the Principal of any duty, responsibility, or obligations vested in the State System of Higher Education.

D. It is further agreed 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, or equipment to be rented, or public utility services to be rendered, or the giving by the State System of Higher Education of any extension of time for the performance of the contract, or the reduction of the retained percentage as permitted by the contract, or any other forbearance on the part of either the State System of Higher Education 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, or assigns, from their liability hereunder; notice to the Surety or Sureties of any such alterations, extension, or forbearance being hereby waived.

E. 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 as a person otherwise entitled to the benefits of this Bond, has furnished material or supplied or performed labor or rented equipment used in the prosecution of the work as provided and any public utility who has rendered services, in, or in connection with, the prosecution of such work, and who has not been paid in full therefore, may sue in assumpsit on this bond in his, their, or its name and prosecute the same to final judgment for such sum or sums as may be justly due him, them, or its, and have execution thereon; provided, however, that the State System of Higher Education shall not be liable for the payment of any costs or expenses of such suit to a third party under any theory of law of equity.

F. Recovery by any persons, co-partnership, association, or corporation hereunder shall be subject to the provisions of the Act of December 20, 1967, P.L. 869, Act No. 385 (8 P.S. 191 et seq.), as amended, which Act is incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited, except that where said Act refers to the Commonwealth of Pennsylvania or a Department thereof, it shall be deemed to refer to the State System of Higher Education.

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

WITNESS:

_____ _____
Principal (Individual)

_____
Surety

(SURETY SEAL) BY _____
Attorney-in-Fact

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WITNESS:

_____ _____
Principal (Partnership)

_____

_____
Surety

(SURETY SEAL) BY _____
Attorney-in-Fact

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(CORPORATE SEAL)

_____ BY _____
Secretary or Treasurer President or Vice-President

_____
Surety

(SURETY SEAL) BY _____
Attorney-in-Fact