

THE SCHOOL DISTRICT OF PHILADELPHIA
BOARD OF EDUCATION

Know all Men by these presents

That we, Principal, and
....., a corporation existing under and by virtue of the laws of the State of, Surety, are jointly and severally held and firmly bound unto the SCHOOL DISTRICT OF PHILADELPHIA in the sum of dollars (\$.....) lawful money of the United States of America, or One Hundred Percent (100%) of the Contract Sum, to be paid to the said School District, its successors or assigns, to which payment, well and truly to be made, we do bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, firmly by these presents, and do authorize and empower any attorney of any Court of Record to appear for us and each of us, our and each of our heirs, executors, administrators, successors and assigns and confess judgment in favor of said School District, its successors and assigns, against us and each of us, our and each of our heirs, executors, administrators and assigns, together with an attorney's commission of twenty per cent (20%), besides costs of suit, with release of errors and waiver of all laws for stay of execution and exemption.

Sealed with the seal of the said Principal and with the corporate seal of the said Surety, duly executed the day of in the year of our Lord TWO THOUSAND EIGHTEEN (2019).

WHEREAS, the above Principal entered into a certain contract of even date herewith with the School District of Philadelphia, a copy of which contract is attached hereto and incorporated herein.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall and do well and truly in all respects comply with all of the provisions, terms, conditions and covenants contained and set forth in the aforesaid contract and in the specifications and plans that are expressly referred to in the aforesaid contract, and in the supplemental bulletins, if any were issued to supplement, add to, delete from or change the aforesaid contract and/or specifications and plans, and shall and do save, protect, guarantee and indemnify the School District of Philadelphia of, from and against all loss, damage and expense (including delay damages, liquidated damages and consequential damages) by reason of Principal's failure for any cause whatsoever to comply with the aforesaid contract and with the specifications and plans that are expressly referred to in the aforesaid contract, and with the supplemental bulletins, if any, then this Obligation to be void; otherwise to be and remain in full force, virtue and effect.

It is understood and agreed that no change, extension of time, alteration, deduction or addition to the provisions, terms, conditions and covenants of the aforesaid contract or specifications or plans or supplemental bulletins, if any, and no change, extension of time, alteration, deduction or addition in the work to be done or material to be supplied thereunder, shall, in any manner affect the obligation of the Principal and Surety on this bond and the suretyship of this bond shall be taken as covering all such matters and all liability by reason thereof. The Surety does hereby waive notice of any such change, extension of time, alteration, deduction or addition to the terms of the contract, specifications, plans and supplemental bulletins. It is further understood and agreed that in the sole discretion of the School District of Philadelphia, the Surety may be required to perform and carry out the provisions of the aforesaid contract in the event of breach by the Principal.

WE FURTHER AGREE, that if, in the opinion of the said School District, any default shall happen on the part of the said Principal we will pay all loss occasioned thereby, and that the ascertained amount thereof, which shall be determined by the Board of Education of said School District, and of the truth of which oath or affirmation shall be made by the President of the said Board of Education or by any member thereof, shall be final, binding and conclusive upon us, and that execution may forthwith issue against us for the amount of said default. The Surety also agrees to perform this obligation promptly upon a declaration by the said School District that such performance is required pursuant to the terms of this Obligation.

This Obligation incorporates by reference Public Works Contractors' Bond Law of 1967; provided, however, that in the event of any inconsistency or ambiguity in the meaning of this Obligation and the said Public Works Contractors' Bond Law of 1967, the express terms of this Obligation shall govern and control.

If Contractor is an individual proprietorship or is a partnership, sign here ↓

Witness: (Seal)
..... (Trade Name of Firm)
..... (Seal)
..... (Signature of Owner or Partner)

If Contractor is a corporation, sign here ↓

(Corporate Seal)
..... (Name of Corporation)

Attest: By:
(Secretary or Treasurer) (Surety sign below) (President or Vice-President)

.....
Witness as to Surety

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That we, Principal, and
....., a corporation existing under and by virtue of the laws of the State of, Surety, are jointly and severally held and
firmly bound unto the SCHOOL DISTRICT OF PHILADELPHIA in the sum of
..... dollars (\$.....) lawful money of the United States of America, or **One Hundred Percent (100%) of the Contract Sum**, to
be paid to the said School District, its successors or assigns, to which payment, well and truly to be made, we do bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, and firmly by these presents.

Sealed with the seal of the said Principal and with the corporate seal of the said Surety, duly attested by the proper officers thereof the day of
..... in the year of our Lord **TWO THOUSAND EIGHTEEN (2019)**.

WHEREAS, the above Principal entered into a certain contract of even date herewith with the School District of Philadelphia, a copy of which contract
is attached hereto and incorporated by reference herein.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal and his Subcontractors, if any, shall promptly pay or cause to be
paid to any and every person, co-partnership, association, and corporation all sums of money which are or shall become due for all material (as defined in the
accompanying specifications) furnished and labor supplied or performed in the prosecution of the work contemplated in the attached contract documents, whether
or not the said material or labor enter into and become component parts of the work or improvement contemplated, and shall likewise pay for all machinery
employed on or about such work or improvement, and shall comply with the provisions of the Public School Code of 1949, its amendments and supplements, and
if the Principal (if a foreign corporation) shall file with the School District of Philadelphia a certificate from the Department of Revenue of the Commonwealth of
Pennsylvania evidencing the payment in full of all bonus taxes, penalties, and interest, and a certificate from the Bureau of Unemployment Compensation of the
Department of Labor and Industry of the Commonwealth of Pennsylvania evidencing the payment of all unemployment compensation contributions, penalties and
interest due to the Commonwealth of Pennsylvania by the Principal, or by any foreign corporation which is a Subcontractor under the contract documents attached
to this bond, or for which liability has accrued against the Principal and/or any of its foreign corporate Subcontractors, but the time for payment has not arrived,
then this Obligation to be null and void; otherwise to be and remain in full force and effect.

The Commonwealth of Pennsylvania for bonus taxes, penalties and interest, and for unemployment compensation contributions, penalties and interest,
as set forth in the preceding paragraph, and every person, co-partnership, association, or corporation who, whether as Subcontractor or otherwise, has furnished
material (as defined in the accompanying specifications) or performed labor (whether or not said material or labor enter into and become component parts of the
work or improvement contemplated) or furnished machinery in the prosecution of the work contemplated in the attached contract documents, and who has not
been paid therefore, may sue in assumpsit on this Bond in the name of the School District of Philadelphia, for his, her, their, or its use, and prosecute the same
to final judgment for such sum or sums as may be justly due him, her, them, or it, and have execution thereon. The terms and conditions for suit on this Obligation
by claimants are set forth in the Public Works Contractors' Bond Law of 1967, which is incorporated herein by reference; provided, however, that in no event shall the
School District of Philadelphia be liable for the payment of any costs or expenses of any suit or other proceeding for the enforcement of the rights of claimants hereunder.
In the event of any inconsistency or ambiguity between the terms of this Obligation and the terms of the Public Works Contractors' Bond Law of 1967, the terms of the
Public Works Contractors' Bond Law of 1967 shall control and govern.

Proof satisfactory to the BOARD OF EDUCATION, School District of Philadelphia, shall be furnished that written notice of the delivery of the material
(as defined in the accompanying specifications) of the performance of the labor and/or furnishing of the machinery was given to the above named Principal and
Surety herein.

The Surety shall not be relieved from liability by reason of any change in the work to be done or material (as defined in the accompanying specifications)
to be supplied or by any waiver by the Obligee of any default of the Principal. The suretyship of this Bond shall be taken as covering all such matters and all
liability by reason thereof.

If Contractor is an individual proprietorship or is a partnership, sign here ↓

Witness: (Seal)
..... (Trade Name of Firm)
..... (Seal)
..... Signature of Owner or Partner

If Contractor is a corporation, sign here ↓

(Corporate Seal)
..... (Name of Corporation)

Attest: By:
(Secretary or Treasurer) (President or Vice-President)

(Surety sign below) ↓

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Witness as to Surety

THE SCHOOL DISTRICT OF PHILADELPHIA
BOARD OF EDUCATION

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That we, Principal, and
....., a corporation existing under and by virtue of the laws of the State of, Surety, are jointly and severally and firmly bound unto the SCHOOL DISTRICT OF PHILADELPHIA, hereinafter called the Oblige, for the performance of warranty obligations (hereinafter identified and incorporated by reference), in the sum of dollars (\$.....) lawful money of the United States of America, or Ten Percent (10%) of the Contract Sum, to be paid to the said School District, its successors and assigns, to which payment, well and truly to be made, we do bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, firmly by these presents, and we do authorize and empower any attorney of any Court of Record to appear for us and each of us, our and each of our heirs, executors, administrators, successors and assigns and confess judgment in favor of said School District, its successors and assigns, against us and each of us, our and each of our heirs, executors, administrators and assigns, together with an attorney's commission of twenty per cent (20%), besides costs of suit, with release of errors and waiver of all laws for stay of execution and exemption.

Sealed with the seal of the said Principal and with the corporate seal of the said Surety, duly executed the day of in the year of our Lord TWO THOUSAND EIGHTEEN (2019).

WHEREAS, the above Principal entered into a certain contract of even date herewith with the School District of Philadelphia, a copy of which contract is attached hereto and incorporated herein.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall remedy without cost to the School District of Philadelphia any defects in the work under the aforesaid contract which develop during a period of one (1) year from the date of final completion and acceptance of the work performed under the aforesaid contract, then this Obligation to be void; otherwise to be and remain in full force, virtue and effect. The School District of Philadelphia, or its successors having jurisdiction in the premises, shall determine in its sole discretion whether there exists one or more defects, which is caused by defective, inferior or substandard materials or workmanship, which is the subject of this Obligation, and whether such defects have been satisfactorily remedied.

WE FURTHER AGREE, that if, in the opinion of the said School District, if the said Principal has not remedied all defects as aforescribed, we will pay all loss occasioned thereby, and that the ascertained amount thereof, which shall be determined by the Board of Education of said School District, and of the truth of which oath or affirmation shall be made by the President of the said Board of Education or by any member thereof, shall be final, binding and conclusive upon us, and that execution may forthwith issue against us for the ascertained amount. The Surety also agrees to perform this obligation promptly upon a declaration by the said School District that such performance is required pursuant to the terms of this Obligation.

It is understood and agreed that no change, extension of time, alteration, deduction or addition to the provisions, terms, conditions and covenants of the aforesaid contract or specifications or plans or supplemental bulletins, if any, and no change, extension of time, alteration, deduction or addition in the work to be done or material to be supplied thereunder, shall, in any manner affect the obligation of the Principal and Surety on this bond and the suretyship of this bond shall be taken as covering all such matters and all liability by reason thereof. The Surety does hereby waive notice of any such change, extension of time, alteration, deduction or addition to the terms of the contract, specifications, plans and supplemental bulletins. It is further understood and agreed that in the sole discretion of the School District of Philadelphia, the Surety may be required to perform and carry out the provisions of the aforesaid contract with respect to the remedy of the defects as aforescribed.

This Obligation incorporates by reference Public Works Contractors' Bond Law of 1967; provided, however, that in the event of any inconsistency or ambiguity in the meaning of this Obligation and the said Public Works Contractors' Bond Law of 1967, the express terms of this Obligation shall govern and control.

If Contractor is an individual proprietorship or is a partnership, sign here ↓

Witness: (Seal)
..... (Trade Name of Firm)
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Witness as to Surety

