

## **DIVISION 4 – BID BOND**

### **GENERAL INSTRUCTIONS FOR BID BONDS**

1. The "BID BOND" form shall be used for the protection of the OWNER in receiving bids. There shall be no deviation from this form.
2. The surety on the bond may be any corporation authorized by the OWNER to act as surety or two responsible individual sureties. Individual sureties shall justify in sums aggregating not less than double the penalty of the bond.
3. A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he/she is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein. Sureties, if individuals, shall be citizens of the United States.
4. The name, including first and last name, and residence of each individual party to the bond shall be inserted in the body thereof, and each party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine, Massachusetts or New Hampshire, an adhesive seal shall be affixed opposite the signature.
5. If the principals are partners, their individual names will appear in the body of the bond, with the recital that they are partners composing a firm, naming it and all members of the firm shall execute the bond as individuals.
6. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
7. If the principal or surety is a corporation, the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, that fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
8. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show 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.
9. Each individual surety shall justify under oath, according to a form approved by the OWNER, before a United States Commissioner, a clerk of a United States court, a notary public or some other officer having authority to administer oaths generally. If the officer has an official seal, it shall be affixed; otherwise, the proper certificate as to his/her official character shall be furnished.
10. Each certificate of sufficiency shall be signed by an officer of a bank or trust company, a judge or clerk of a court, a United States district attorney or commissioner, a postmaster, a collector of internal revenue or any other officer of the United States acceptable to the department or establishment concerned.  
  
Further certificates as to the financial qualifications of the sureties may be required from time to time, which certificates must be based on the personal investigation of the certifying officers at the time of the making thereof and not upon prior certificates.
11. The date of this bond must not be prior to the date of the proposal in connection with which it is given.

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# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
a corporation organized and existing under the laws of the State / Commonwealth of \_\_\_\_\_,  
as Surety, are held and firmly bound unto The County of Washington , OWNER (hereinafter called the "Obligee"), as hereinafter  
set forth, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_  
\_\_\_\_\_) lawful money of the United States of America, for the payment of which we do bind ourselves, our heirs, administrators,  
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, herewith, has submitted a Proposal to the Obligee for Contract 062723-RWREHAB Runway  
Rehabilitation, Phase 1 pursuant to plans and specifications and other documents incorporated into said Proposal by reference  
(the "Contract Documents") as prepared by TranSystems Corporation dba TranSystems Corporation Consultants 615 West  
Highland Avenue Ebensburg, PA 15931; and WHEREAS, it is a condition of the Obligee's receipt and consideration of said  
Proposal that it be accompanied by security to be held by the Obligee of the Terms hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal, upon due acceptance of his/her  
Proposal and award of a Contract to him/her by the Obligee, shall enter into a contract and shall furnish a proper Contract Bond  
and proper evidence of insurance coverage, at the time, in the forms and in the amounts required by the Contract Documents,  
then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

The Principal and the Surety hereby agree to pay the Obligee the difference between the amount of the Proposal of the Principal,  
as accepted by the Obligee, and any higher amount for which the Obligee may contract for the required work, plus any  
advertising costs, Engineer's fees, legal fees and any and all other fees and expenses incurred by the Obligee, by reason of the  
failure of the Principal to enter into such contract with the Obligee or to furnish such Contract Bond or evidence of insurance  
coverage, provided, however, that the obligation of the Surety hereunder shall not exceed the face amount of this Bond.

PROVIDED, HOWEVER, that if the Obligee should not procure an executed contract with any other party for the performance  
of the same work contemplated in the Proposal of the Principal and upon the same terms, other than price, as provided in the  
Contract Documents within forty-five (45) days after the acceptance of the Proposal of the Principal, whether because of lack of  
other proposals, or the inability or refusal of any other bidder to contract, or because the cost under any higher proposal would  
be greater than the Obligee could afford (as determined in the sole discretion of the Obligee). Then and in the event, the Principal  
and the Surety hereby agree to pay to the Obligee the full amount of this Bond as liquidated damages.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

-----**(Individual Principal Sign Here)**-----

**WITNESS**

\_\_\_\_\_  
Trade Name, if any

By: \_\_\_\_\_

Individual

-----**(Partnership Principal Sign Here)**-----

**WITNESS**

_____	_____
	Firm Name
_____	_____
	Partner
_____	_____ (SEAL)
	Partner
_____	_____ (SEAL)
	Partner
_____	_____ (SEAL)
	Partner

-----**(Corporate Principal Sign Here)**-----

**ATTEST**

_____	_____
	Corporate Name
_____	By: _____
Secretary	President
(CORPORATE SEAL)	_____
	Signature

-----**(Surety Sign Here)**-----

**WITNESS**

_____	By: _____
	Attorney-in-Fact
(SEAL of Surety)	