

**SECTION 00 61 13 - PERFORMANCE BOND FORM**

AGO Form 215 (16 Apr 80) (MOD JUL 87) (See Instructions Attached) (Page 1 of 3)	PERFORMANCE BOND (See Instructions Attached)	DATE BOND EXECUTED
PRINCIPAL (Legal name and business address)		TYPE OF ORGANIZATION ("X" Out)  <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> State of Incorporation _____
SURETY(IES) (Name and business address)		
Penal Sum of Bond (Express in words & figures)		
Contract Number	Contract Date	
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the Armory Commission of Alabama in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: <i>Provided</i>, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above:</p> <p>NOW, THEREFORE, if the Principal shall:</p> <p>(a) Perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Armory Commission of Alabama through its Contracting Officer, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived; and</p>		

- (b) PROVIDED, further, that upon the failure of the said PRINCIPAL to promptly and efficiently prosecute said Work, in any respect, in accordance with the Contract Documents, the above bound Surety(ies) shall take charge of said work and complete the Contract at his/their own expense, pursuant to its terms, receiving, however, any balance of the funds in the hands of said The Armory Commission of Alabama due under said contract.
- (c) The Invitation for Bids, Instructions to Bidders, Proposal, General and Special Conditions of the Contract, Detailed Specification Requirements, and Drawings, and the Contract Agreement hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Food-stuffs, or Supplies executed under the provision of Chapter 1, Title 39, Alabama Code of 1975, are made a part of this obligation, and this instrument is to be construed in connection therewith.
- (d) If the said contract is subject to the Miller Act, as amended (40 U.S. Code 270a-270e), pay to the U.S. of America the full amount of the taxes imposed by the U.S. Government which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished; then the above obligation shall be void and of no effect.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

**PRINCIPAL**

<b>Signatures(s)</b>	1.	2.	<b>Corporate Seal</b>
	(Seal)	(Seal)	
<b>Name(s) &amp; Title(s) (Types)</b>			

**CORPORATE SURETY(IES)**

		Name & Address (Typed)	State of Inc.	Liability Limit		
		<b>Surety A</b>	<b>Signature(s)</b>	1.		2.
	<b>Names(s) &amp; Title(s) (Typed)</b>	1.	2.			
		Name & Address (Typed)	State of Inc.	Liability Limit		
<b>Surety B</b>	<b>Signature(s)</b>	1.	2.			<b>Corporate Seal</b>
	<b>Names(s) &amp; Title(s) (Typed)</b>	1.	2.			

<b>Bond Premium</b>	<b>Rate Per Thousand</b>	<b>Total</b>
	_____	_____

INSTRUCTIONS

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the Armory Commission of Alabama.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the second page of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. Corporations executing the bond as sureties must be licensed to do business in the State of Alabama. Where more than a single corporate surety is involved, their names and addresses (city and state) shall be inserted in the spaces (Surety A, Surety B) headed "CORPORATE SURETY(IES)", and in the space designated "SURETY(IES)" on the front page of this form, only the letter identification of the Sureties shall be inserted. Evidence of authority must be attached.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal".
5. The name of each person signing this performance bond should be typed in the space provided.

**END OF SECTION**