

Order No.:

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
CONTRACT PERFORMANCE BOND

Know all men by these presents. That we \_\_\_\_\_

Hereinafter called the ("principal") and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the "Surety"), are held and firmly  
bound unto the Commonwealth of Virginia (hereinafter called the "Owner"), in full and just sum of \_\_\_\_\_

Dollars ( \$ \_\_\_\_\_ ) lawful money of the United States of America to be paid to said  
"Owner." Its successors, and assigns, to which payment well and truly to be made we bind ourselves, executors,  
administrators, successors, and assigns jointly and severally and firmly by these presents:

Whereas, The above bounden: "Principal" has entered into a contract with the said "Owner" by and through  
the Commonwealth Transportation Commissioner of the Department of Transportation, said contract being attached  
hereto, for constructing or otherwise improving

Project: \_\_\_\_\_

Located \_\_\_\_\_

Contract ID Number: \_\_\_\_\_

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

Whereas. It was one of the conditions of the award of the "Owner" pursuant to which said contract was  
entered into, that these presents shall be executed:

Now: Therefore. The conditions of this obligation is such that if the above burden "Principal" shall in all  
respects comply with the terms and conditions of said contract and his obligations thereunder, including the  
"Specifications", with amendments thereto, "Special Provisions," "Proposal," and plans therein referred to and made a  
part thereof, and such alterations as may be made in said plans and specifications as therein provided for, and shall  
indemnify and save harmless the said "Owner" against or from all cost, expenses, damages, injury or as loss to which  
the said "Owner" may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or  
default, including patent infringements, delay or failure to comply with contract provisions, on the part of said  
"Principal," his agents or employees, in the execution or performance of said contract, including errors in the plans  
furnished by the "Principal," and shall pay all just claims for damages and injury to property then this obligation to be  
void; otherwise, to be and remain in full force and virtue in law.

Witness, The signature of the "Principal" and the signature of the "Surety" by its Attorney-in-fact and its  
corporate seal duly attached by their Attorney-in-fact,

hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety Company)

By \_\_\_\_\_  
: \_\_\_\_\_  
(Officer, Partner or Owner) (SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_  
Attorney-in-fact (SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

(Continued)

ORDER NO.:

**CONTRACT PAYMENT BOND**

Know all men by these presents. That we \_\_\_\_\_

Hereinafter called the "Principal" and \_\_\_\_\_

(hereinafter called the "Surety"), are held and firmly bound unto the Commonwealth of Virginia (hereinafter called the "Surety"), are held and firmly bound unto the Commonwealth of Virginia (hereinafter called the "Owner"), in full and the just sum of \_\_\_\_\_

Dollars ( \$ \_\_\_\_\_ ) lawful money of the United States of America to be paid to said "Owner." Its successors, and assigns, to which payment well and truly to be made we bind ourselves, executors, administrators, successors, and assigns jointly and severally and firmly by these presents:

Whereas, The above bounden "Principal" has entered into a contract with the said "Owner" by and through the Commonwealth Transportation Commissioner of the Department of Transportation, said contract being attached hereto, for constructing or otherwise improving

Project: \_\_\_\_\_

Located: \_\_\_\_\_

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

Whereas, It was one of the conditions of the award of the "Owner" pursuant to which said contract was entered into, that these presents shall be executed:

Now: Therefore. The conditions of this obligation is such that if the above burden "Principal" shall promptly pay all just claims for labor and material (including public utility services and reasonable rental of equipment when such equipment is actually used at the site) performed for or supplied to said "Principal" or any subcontractor in the prosecution of the work contracted for then this obligation is to be void; otherwise; to be and remain in full force and virtue in law.

Witness, the signature of the "Principal" and the signature of the "Surety" by its Attorney-in-fact and its corporate seal duly attached by their Attorney-in-fact,

hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety Company)

By: \_\_\_\_\_  
(Officer, Partner or Owner) (SEAL)

By: \_\_\_\_\_  
Attorney-in-fact (SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)