

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Contractor, and _____, as Surety, are held and firmly bound unto Matanuska-Susitna Borough, Palmer, Alaska, hereinafter called OWNER in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said OWNER to perform all work required under Bid/Proposal # _____ of the Owner's specifications, entitled _____.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

THE Surety hereby waives notice of any alteration or extension of time made by the Owner.

WHENEVER Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount previously paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed, this _____ day of _____, 20_____.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Contractor)

(Signature)

_____ (Agent)

_____ (Surety)

_____ (Signature)

_____ (Signature)

Address: _____

Address: _____

_____ Telephone Number: _____

_____ Telephone Number: _____

IMPORTANT: Surety Companies executing bonds must be authorized to transact business in the state of Alaska where this project is located. **INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE**