



CITY OF PHILADELPHIA

PAYMENT BOND

Bid No. _____

Bond No. _____

City Contract No. _____

Bond Amount _____

1. Contractor Name _____ and Surety _____,

jointly and severally, bind themselves, their heirs, executors, administrators successors and assigns to the City to pay for labor, materials, and equipment furnished for use in the performance of the City Contract, **Project Description** for the **Department** Department, which is incorporated herein by reference.

2. With respect to the City, this obligation shall be null and void if the Contractor:
 - a. Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - b. Defends, indemnifies, and holds harmless the City from any claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the City Contract, provided the City has promptly notified the Contractor and the Surety (at the addresses described in Paragraph 10) of any such claims, demands, liens or suits and has tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. In the event that the Contractor shall not make prompt payment to Claimants, the Surety's obligation to Claimants under this Payment Bond, and a Claimant's rights under this Payment Bond, shall be governed solely by the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq..
5. Amounts owed by the City to the Contractor under the City Contract shall be used for the performance of the City Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the City accepting this Payment Bond, they agree that all funds earned by the Contractor in the performance of the City Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Payment Bond, subject, however, to the City's priority to use the funds for the completion of the work under the City Contract.
6. The Surety shall not be liable to the City, Claimants, or others for obligations of the Contractor that are unrelated to the City Contract. The City shall not be liable for payment of any costs or expenses of any Claimant under this Payment Bond, and the City shall have under this Payment Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Payment Bond.
7. The Surety hereby waives notice of any change or modification to the City Contract, including changes of time, or changes to related subcontracts, purchase orders, and other obligations.
8. Any suit or action under this Payment Bond shall be commenced by a Claimant in accordance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq., or any other applicable law.
9. All notices to the Surety or the Contractor shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in the address of the Surety or the Contractor, such party shall promptly provide notice to the City and the other party, with such notice to include the City Contract No. and this Performance Bond No.
10. When this Payment Bond has been furnished to the City in compliance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq., any provision in this Payment Bond which conflicts with the statutory or legal requirement of such statute shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.
11. Upon request by any person or entity appearing to be a potential beneficiary of this Payment Bond, the Contractor shall promptly furnish a copy of this Payment Bond or shall permit a copy to be made.

12. The law controlling the interpretation or enforcement of this Payment Bond shall be Pennsylvania law.

13. Definitions

- a. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the City Contract.
- b. City Contract: The agreement between the City and the Contractor identified on the front page, which shall encompass all Contract Documents, including the Bid, Bid Addenda, and Amendments to the City Contract, and any changes thereto.
- c. Labor, materials, or equipment: All labor supplied or performed, all materials furnished, all equipment or machinery rented, and all services rendered by public utilities in the performance of the work under the City Contract, whether or not such labor, material, equipment, machinery, or public utility services enter into and become component parts of the work or improvement contemplated by the City Contract, including, inter alia: (a) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in preparing the work site for the performance of the work covered by the City Contract; (b) all equipment, machinery, public utility services, labor, shoring, sheathing and blasting supplies, and other materials used on the work site in doing such excavating as may be necessary or required to institute or perform the work specified in the City Contract; (c) all water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the City Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors; and (d) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in the performance of work or of maintenance required by or performed under the terms of the City Contract.

CONTRACTOR AS PRINCIPAL:

SURETY:

Signature: _____

Signature: _____

Title: _____

Attorney-In-Fact
(*Attach Power of Attorney)

Date: _____

Date: _____

Address: _____

Address: _____

(Corporate Seal)

(Surety Seal)