

00 61 13 – CONTRACT BOND

Bond No. <<Number>>

TENNESSEE STATE BUILDING COMMISSION STANDARD FORM

Know all men by these presents: that we

<<Name>>

(hereinafter called the "Principal") and

<<Name>>

(hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto

State of Tennessee

<<State Procurement Agency>>

<<Address Line 1>>

<<Address Line 2>>

(hereinafter called the "Owner"), and in the penal sum of

<<Amount>>

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

But the condition of the foregoing obligation or bond is this:

Whereas, the Owner has engaged the principal for the sum of

<<Amount>>

to complete the Work of the project titled: <<Title>>

SBC No. <<Number>>

as more fully appears in a written agreement or contract bearing the date of <<Date>>

a copy of which said agreement or contract is by reference hereby made a part thereof, as fully and to the same extent as if copied in length herein, and it is the desire of the Owner that the Principal shall assure all undertakings under said agreement or contract and shall assure and protect all laborers and furnishers of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102 (f)(2) and 12-4-201 through 12-4-206, and any and all amendments thereto, and shall assure the prompt payment of claims as provided by Tennessee Code Annotated Sections 12-4-207 through 12-4-208, and any and all amendments thereto. The Principal shall also comply with provisions of Tennessee Code Annotated Sections 12-4-401 through 12-4-415, and any and all amendments thereto, pertaining to the payment of the prevailing wage rate.

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Now, therefore, if the Principal shall fully and faithfully perform all undertakings and obligations under the contract hereinbefore referred to and shall fully indemnify and hold harmless the Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material and work used by the Principal and any immediate or remote sub-contractor or furnisher of material under him in the performance of said contract, in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

And for value received, it is therefore stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

In witness whereof the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this <<Day number>> day of <<Month>>, 20<<Year number>>.

Executed in <<Number>> counterparts.

Witness:

<<Name of Principal>>
(Name of Principal)

(Authorized Signature)

<<Name of Signatory>>
(Name of Signatory)

<<Title of Signatory>>
(Title of signatory)

<<Name of Surety>>
(Name of Surety)

(Signature of Attorney-in-fact)

<<Name of Attorney-in-fact>>
(Name of Attorney-in fact)

<<License Number>>
(Tennessee license number of Agent
or Attorney-in-fact)

(Countersignature of resident Agent
if not same as Attorney-in-fact)

Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-Fact who executes bond on behalf of Surety shall be licensed by and a resident of State of Tennessee, and shall affix license number to bond; or, countersignature by a licensed agent who is a resident of State of Tennessee, and the agent's license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

END OF SECTION