

**XXII. APPENDIX N**

**STANDARD PERFORMANCE BOND**

BOND #: \_\_\_\_\_  
AMOUNT: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
(insert full name or legal title of Contractor and address)

as Principal, and

\_\_\_\_\_  
(insert full legal title of the Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_ and qualified to do business in Virginia, having its principal place of business at

\_\_\_\_\_

\_\_\_\_\_  
as Surety, are held and firmly bound unto the Arlington Public Schools and

\_\_\_\_\_  
(name of the Agency or Institution of the Commonwealth)  
as Obligee, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_\_, entered into a contract with Obligee for **Solar Photovoltaic Rooftop System Installation and Sale of Generated Electricity**, which contract (the "Contract") is by reference expressly made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said Contract in strict conformity with the plans, specifications and conditions of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Obligee, or either of them of any extension of time for the performance of the Contract, or any other forbearance on the part of either or both of the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, to all of which this Obligation shall be fully applicable, notice to the Surety of any such alterations, extension, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one (1) year after: (a) completion of the Contract, including expiration of all warranties and guarantees, or (b) discovery of the defect or breach of warranty or guarantee if the action be for such.

The Surety hereby certifies that this Performance Bond shall be effective as of the date the

Contractor signs the Contract.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
Resident Virginia Agent

By: \_\_\_\_\_

Title \_\_\_\_\_

AFFIDAVIT AND ACKNOWLEDGMENT OF SURETY

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, To-wit:

I, the undersigned notary public, do certify that \_\_\_\_\_ personally appeared before me in the jurisdiction aforesaid and made oath that he/she is attorney-in-fact of the \_\_\_\_\_ (Name of Surety), that he/she is duly authorized thereby to execute in its behalf a certain (performance)(payment) bond in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, wherein Arlington Public Schools is the Obligee, \_\_\_\_\_ is the Principal and \_\_\_\_\_ is Surety, by virtue of a certain power of attorney made by said Surety, dated \_\_\_\_\_ and \_\_\_\_\_ RECORDED in the Clerk's Office of the Circuit Court of \_\_\_\_\_, Virginia, in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, or Instrument # \_\_\_\_\_ / NOT RECORDED (check applicable box); that the said power of attorney has not been revoked; that the said Surety is legally qualified to do business in Virginia; and, that the said \_\_\_\_\_ thereupon, in the name and on behalf of the said Surety, acknowledged the aforesaid bond as its act and deed.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Contractor: \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Address: \_\_\_\_\_

Suite: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Agent Information:

Contact Person: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Suite: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_