

**PERFORMANCE AND PAYMENT BOND**

HA-64

KNOW ALL MEN BY THESE PRESENTS, That we

\_\_\_\_\_

of

\_\_\_\_\_  
(Street and Number) (City) (State)

as principal, and \_\_\_\_\_ of  
\_\_\_\_\_, (Home Office)

as surety, are held and firmly bound unto the Housing Authority of the City of Milwaukee, Wisconsin, hereinafter called the Housing Authority, in the penal sum of \_\_\_\_\_ Dollars,

for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract, hereto attached, with the Housing Authority

Dated \_\_\_\_\_, 2\_\_\_\_\_

NOW, THEREFORE, If the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the Housing Authority with or without notice to the surety and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said contract that may hereafter be made; and also, if the principal shall promptly pay all wages of laborers, workmen or mechanics to be employed by Him, for all work done or labor performed, or who may be employed by any subcontractor in the work called for by said contract and any and all such modifications of said contract; and also, if the principal shall promptly pay all furnishers of material, supplied to himself, or by subcontractors, or furnished to subcontractors, and used in the construction, erection, alteration, or repairs of the work called for by said contract and any and all such modifications of said contract; and also if the principal shall pay or cause to be paid all sums due for all materials or supplies furnished to said contractors, or any subcontractor, for use in machines used by the contractor, or by any subcontractor in the construction, erection, alteration or repair of the work specified in the said contract, and any and all such modifications of said contract; and also, if the principal shall fully secure and protect the said Housing Authority, its legal successor and representative from all liability in the premises, including all costs of Court and attorney's fees, made necessary or arising from the failure, refusal or neglect of the aforesaid principal to comply with all of the obligations assumed by said principal or any subcontractors in connection with the performance of said contract and all such modifications thereof; and also, if the principal shall deliver all the work called for by said contract of the principal with the Housing Authority, free from any and all claims, liens and expenses, and in accordance with the terms and provisions of said contract and any and all modifications of said contract; then this said bond shall be come null and void, and otherwise it shall remain in full force and effect.

The undersigned surety does further hereby consent and yield to the jurisdiction of the state civil courts of the County of Milwaukee, of the State of Wisconsin, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the undersigned surety. The principal and surety severally and jointly agree that this bond, and the undertakings contained herein, are for the benefit of any and all subcontractors and other persons furnishing materials or labor to the contractor or for the performance of the principal of said contract with the Housing Authority, as originally executed by said principal and the Housing Authority or as thereafter modified, and that any such subcontractor or persons furnishing labor or materials may bring suit on this bond or any undertaking herein contained, in the name of the Housing Authority against the said principal and surety or either of them.

No modifications, omissions or additions, in or to the terms of said contract, the plans or specifications, or the manner and mode of payment, shall in any manner affect the obligations of the undersigned surety in connection with the aforesaid contract. Notice to the surety of any and all modifications in said contract of the principal with the Housing

Authority, and of any additions or omissions to or from said contract are hereby waived by the surety.

**Page 1 of 2**

IN WITNESS WHEREOF, the above-bounded parties have executed this Instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_

(Corporate Principal)

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

Witness:

\_\_\_\_\_

Corporate

By \_\_\_\_\_ Affix

Affix

Seal

Title \_\_\_\_\_

\_\_\_\_\_

(Corporate Surety)

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

Witness:

\_\_\_\_\_

Corporate

By \_\_\_\_\_ Affix

Affix

Seal

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ Dollars per thousand.

The total amount of premium charged is \_\_\_\_\_ Dollars.

(The above is to be filled in by surety company.)

(Power-of-attorney for person signing for surety company must be attached to bond.)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_

(Corporate  
Seal)