

ATTACHMENT H
SUBCONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

as Principal, hereinafter called "Principal", and _____

as Surety, hereinafter called "Surety", are held and firmly bound unto HOAR CONSTRUCTION, LLC, P.O. Box 660400, Birmingham, AL 35266-0400, as Obligee, hereinafter called "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 _____ entered into a Subcontract with Obligee for _____

_____ in accordance with drawings and specifications prepared by _____

_____ which Subcontract is by reference made a part hereof, and is hereinafter referred to as the "Subcontract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly (meaning within the time constraints of said Subcontract) and faithfully perform and comply with the terms and conditions of said Subcontract and shall indemnify and save harmless the Obligee against and from all costs, expenses, damages, injury or loss to which said Obligee may be subjected by reason of any wrongdoing including, but not limited to, patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors or employees, in the execution of performance of said Subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alterations or addition or additions to the terms of the Subcontract or to the work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations, or drawings. This bond shall extend to and cover any extra work or changes performed by Subcontractor pursuant to this Subcontract.

2. If pursuant to the Contract Documents the Principal shall be declared in default by the Obligee under the aforesaid subcontract, the Surety shall promptly remedy the default or defaults or shall promptly perform the Subcontract in accordance with its terms and conditions. After the Surety receives a declaration of default from the Obligee it shall be the duty of the Surety to give an unequivocal notice in writing to the Obligee of the Surety's election either to remedy the default or defaults promptly or to perform the Subcontract promptly, time being of the essence, it shall then be the duty of the Surety to give prompt notice in writing to the obligee immediately upon completion of: A) the remedy and/or correction of each default, B) the remedy and/or correction of each item of condemned work, C) the furnishing of each omitted item of work and, D) the performance of Subcontract. The Surety shall give the above referenced unequivocal notice in writing to the Obligee promptly so that the completion date requirements of the Subcontract can be met.

3. The Obligee will assist and cooperate with the Surety in the same way as the Obligee would the Principal but the Obligee will not be required to: A) perform anything or act, B) give any notice, C) furnish any clerical assistance, D) render any service, E) furnish any papers or documents or, F) take any other action of any nature or description which is not required of the Obligee to be done under the Contract Documents, including but not limited to any statute which requires Obligee to proceed to collect the debt from the Principal.

4. The balance of the Subcontract price, as defined below shall be credited against the reasonable cost of completing performance of this Subcontract. If completed by the Obligee, and the reasonable cost exceeds the balance of the Subcontract price, the Surety shall pay to the obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default that portion of the balance of the Subcontract price as may be required to complete the Subcontract or remedy default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under this Subcontract. The term "balance of the Subcontract price", as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Subcontract and any amendments thereto, less the amounts heretofore properly paid by Obligee under this Subcontract.

5. Any suit under this bond must be instituted before the expiration of two years from date on which final payment of the Subcontract falls due or by the expiration of the warranty period required by the Subcontract whichever is longer.

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

7. The penal sum of this bond will be automatically increased or decreased by the amount of each change order addition or deduction to the subcontract without notice to or consent of surety. The related increase or decrease in the bond premium will always be included as a part of any such subcontract change order amount unless stated otherwise on the face of the change order.

Signed and sealed this _____ day of _____ 20__.

(SEAL)

Witness

PRINCIPAL

BY: _____
(Name)

Title: _____

Address: _____

(SEAL)

Witness

SURETY

BY: _____
Attorney-in-Fact

Address: _____
