BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we,

_____

_____

hereinafter referred to as the "Principal", and _____

_____

hereinafter referred to as the "Surety" are held firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of:

_____ Dollars

($_____), lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying Bid, hereby made a part hereof, to enter into a Contract in writing for

_____

_____.

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall not withdraw said Bid without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Bid by the City, if the Principal shall:

(a) Within ten (10) days after notification by the City execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in this Invitation For Bid, in accordance with the Bid as accepted, and

(b) Furnish a Performance Bond and separate Payment Bond, as may be required by the City for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and

(c) In all respects perform the Contract created by the acceptance of said Bid as provided in the Information For Bidders, bound herewith and hereby made a part hereof, or if the City shall reject the aforesaid Bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

BID BOND

In the event that the Bid of the Principal shall be accepted and the Contract be awarded to him/her the Surety hereunder agrees subject only to the payment by the Principal of the premium therefor, if requested by the City, to write the aforementioned Performance and Payment Bonds in the form set forth in this Invitation For Bid.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Bid by the City either a Performance Bond or a Payment Bond, or both, shall not be required by the City on or before the thirtieth day after the date on which the City signs the Contract.

The Surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open bids, or by any extensions of the time within which the City may accept the Principal's Bid or by any waiver by the City of any of the requirements of the Information For Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and their presents to be signed by their proper officers this_____day of _____,_____.

(SEAL) _____ (L.S.)
Principal
By:_____

(SEAL) _____
Surety
By:_____

The Acknowledgment, on the next page, shall be subscribed and sworn to before a Notary Public or Commissioner of Deeds

BID BOND

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

State of_____ County of _____ss:
On this _____ day of _____,____
before me personally appeared _____
to me known who, being by me (duly sworn) did depose and say that he/she resides at
_____
and that he/she is the_____ of _____
_____ __
the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal, that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL - IF A PARTNERSHIP

State of _____ County of _____ss:
On this _____ day of _____, ____
before me personally appeared _____
to me known and known to me to be one of the members of the firm of:
_____
described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL

State of _____ County of _____ss:
On this _____ day of _____,____
before me personally appeared _____
to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed same.

_____
Notary Public

****

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATIONS OF SURETIES