

SURETY BOND (PERFORMANCE)

For the benefit of
The New York State Department of Transportation
In connection with work affecting state highways

(SURETY-INSURANCE AND INDEMNITY COMPANY NAME)

BOND NO. _____ AMOUNT: _____

KNOWN ALL BY THESE PRESENTS, That we, _____ (*PRINCIPAL'S NAME*), having its principal place of business at _____, as Principal, and _____ (*INSURANCE AND INDEMNITY COMPANY*), as Surety, having an office and usual place of business at _____

_____ are held and firmly bound unto the NEW YORK STATE DEPARTMENT OF TRANSPORTATION ("NYSDOT"), in the full and just sum of _____ Dollars (_____) to the payment of which, well

and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, to jointly and severally, firmly by these presents.

WHEREAS, said Principal will submit and has submitted plans and specifications for work, within a State highway, deemed necessary by the Commissioner of Transportation, or his duly authorized delegate, and

WHEREAS, said Principal has received and will apply from time to time for permits for the purpose of constructing or maintaining drive entrances, sewer lines, water mains, gas mains, utility lines and poles, street intersections, curb, sidewalk, drainage and excavating for miscellaneous structures, etc., on or within the right of way of highways under the jurisdiction of the State of New York, Department of Transportation,

WHEREAS, this obligation is for the purpose of insuring and guaranteeing the timely and workmanlike completion of such work as reasonably determined by the Commissioner of Transportation or his duly authorized delegate,

IT IS AGREED and understood among the parties hereto that upon the reasonable determination that such work is not being timely performed or is not being or has not been performed in a workmanlike manner by said Principal, the Commissioner of Transportation or his duly authorized delegate may require said Surety to promptly complete said work in a timely and workmanlike manner, or the Commissioner of Transportation or his duly authorized delegate may direct completion of said work with forces chosen by the Commissioner, the

costs of which work will be reimbursed by said Surety up the amount designated above, all of which determinations shall be within the sole and exclusive discretion of the Commissioner of Transportation or his duly authorized delegate.

IT IS FURTHER AGREED that said Principal and said Surety shall indemnify and save harmless the State of New York, Department of Transportation, from all liability, damages and expenses of every kind and nature, resulting directly or indirectly to persons or property and arising from and in consequence of any license or permit, and shall well, truly and faithfully perform the duties and privileges pertaining to any license or permit and shall restore such State highways to their original conditions.

IT IS FURTHER AGREED that said Principal and said Surety shall further indemnify, save harmless and pay the New York State Department of Transportation, any damages, loss, charges or expenses which shall, in any way, be sustained or incurred by it in relation to or in connection with any and all such claims, actions, suits or proceedings at law or in equity.

IN TESTIMONY WHEREOF, said Principal has hereunto set his hand and seal and said Surety has caused this instrument of writing to be executed. SIGNED, sealed and dated this _____ Day of _____ (month), _____ (year).

This Bond takes effect _____ (date) and shall remain in full force until the work is satisfactorily completed and accepted.

PRINCIPAL
(NOTE: If DBA also provide Name of Legal Entity and Copy of "Certificate of Conducting Business under an assumed Name" that was filed in County Clerk's Office, e.g. John Jones dba Jones Trucking)

BY: _____

(Company Seal)

Address: _____

Telephone No.: _____

SURETY

BY: _____
Attorney-in-Fact

Address: _____

Note: Attach Power of Attorney, Financial Statement and acknowledgement by representative of the Surety showing his/her powers to execute such instrument.

Telephone No.: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____ SS

On this _____ day of _____, _____, before me personally came _____ me known and known to me to be the same person described in the within instrument and he thereupon acknowledged to me that he executed the same.

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____ SS

On this _____ day of _____, _____, before me personally appeared _____ to me known, who by me being duly sworn, did depose and say: that ___he resides in _____
(Address – Street)

That ___he is the _____ of _____.
(Officer of Corp.) (Name of Corporation)

The Corporation described in and which executed the foregoing instrument: that he knows the seal and said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public

SURETY ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____ SS

On this _____ day of _____, _____,
Before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he or she is an attorney-in-fact of _____ the corporation described in and which executed the within instrument; that he or she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he or she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of his or her office under the Standing Resolutions thereof.

Notary Public

My Commission Expires _____