

FORM OF BID BOND

BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

_____, as Principal (the "Principal"), and _____

a corporation organized and existing under laws of the _____ of _____, as

Surety (the "Surety"), are held and firmly bound unto _____ as

Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of

_____ Dollars

(\$_____),

lawful money of the United States of America, for the payment of which sum we bind ourselves, our

heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a Proposal to the Obligee to perform the

Work in connection with the construction of _____

pursuant to plans, specifications and other documents constituting the Contract Documents which are incorporated into said Proposal by reference (the "Contract Documents"), as prepared by the Department of Public Works, City Hall, 815 Washington Streets, Reading, PA 19601-3690.

WHEREAS, it is a condition of the receipt and consideration by the Obligee of said Proposal that it shall be accompanied by proposal guaranty to be held by the Obligee on terms hereinafter set forth.

NOW, THEREFORE, the condition of this Bond shall be such that, if the Principal, within ten (10) days after mailing of contract document by the City to Principal, shall furnish to the Obligee a Performance Bond, Maintenance Bond, Payment Bond and, upon award of a contract to him by the Obligee, shall execute and deliver the Agreement and furnish to the Obligee proper evidence of effectiveness of insurance coverage, respectively within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void, otherwise, this Bond shall remain in full force and effect.

Commented [KS1]: Read through this paragraph and compare it to the first paragraph under bonds on page 5

Commented [JK2R1]: Added maintenance bond

The Principal and the Surety agree to pay to the Obligee the difference between the amount of said Proposal, as accepted by the Obligee, and any higher amount for which the required work shall be contracted for by the Obligee, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Obligee by reason of the failure of the Principal to enter into such Agreement with the obligee, or to furnish such Contract Bonds, or to furnish evidence of effectiveness of such insurance coverage; provided, however, that (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Obligee should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Obligee, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period provided in the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Obligee shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Obligee the full amount of this Bond as liquidated damages.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this day of _____, 20____.

(INDIVIDUAL PRINCIPAL)

(Signature of Individual) (Seal)

Witness:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

(PARTNERSHIP PRINCIPAL)

(Name of Partnership) (Seal)

Witness:

By: _____ (Seal)
(Partner)

Witness:

By: _____
(Seal) (Partner)

Witness:

By: _____
(Seal) (Partner)

Witness:

By: _____ (Seal)
(Partner)

(CORPORATION PRINCIPAL)

(Name of Corporation) _____

By: _____
(Vice) President

Attest:

(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation) _____

By: _____
(Authorized Representative)

Signed _____

(Title)

Subscribed and sworn to before me on

this ____ day of _____, 20 ____

(Title)

My Commission Expires:

(CORPORATION SURETY)

(Name of Corporation) _____

By: _____
(Attorney-In-Fact)

Witness:

(Corporate Seal)

** Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.