

**New York State Department of Environmental Conservation
Performance Bond**

Date Bond Executed:

CONTRACT #:

PRINCIPAL (Name and Address)	SURETY (Name and Address - Indicate State of Incorporation and location of principal office)
FULL AND JUST SUM OF BOND (Express in words and figures)	Date Contract Executed by Principal

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY, above named, are held and firmly bound unto the Department of Environmental Conservation for and on behalf of the People of the State of New York, hereinafter called the Department, in full and just sum of the amount stated above, good and lawful money of the United States of America, to the payment of which said sum, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a certain written contract with the Department, covering the project and specification above;

NOW, THEREFORE, the condition of this obligation is such, that if the PRINCIPAL shall well, truly and faithfully comply with and perform all of the terms, covenants and conditions of said contract on their (his, its) part to be kept and preformed, according to the true intent and meaning of said contract, and shall protect the Department and the People of the State of New York against, and pay any and all amounts, damages, costs, and judgements which may or shall be recovered against the Department or the State of New York may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair of maintenance thereof, or the manner of doing the same, or the neglect of the PRINCIPAL, or his (their, its) agents or servants, or the improper performance of the work by the PRINCIPAL, or his (their, its) agents or servants, or the infringement of any patent or patent rights by reason of the use of materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the SURETY, for value received, hereby stipulates and agrees, if required to do so by the Department to fully perform and complete the work mentioned and described in the contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, the PRINCIPAL fails or neglects to so fully perform and complete the work; and the SURETY further agrees to commence the work of completion within twenty days after notice thereof from the Department, and to complete the work with all due diligence.

And the SURETY, for value received hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this contract or specifications, accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN TESTIMONY WHEREOF, the PRINCIPAL and the President and Secretary of the SURETY have caused this instrument to be signed and sealed on the date shown above.

Signed, sealed and delivered
in the presence of

Corporate Seal
of Principal if
a Corporation

_____ [L.S.]
 _____ [L.S.]
 _____ [L.S.]
 Principal

Corporate Seal
of Surety Co.

 Corporation Surety

 Business Address

 By _____ President
 Attest _____ Secretary