



**City of New York
Department of Health and Mental Hygiene (DOHMH)
INVITATION FOR BID (IFB) FOR
AGENCYWIDE ELECTRICAL SERVICES
PIN: 17AX002000R0X00**

**Addendum #1
August 22, 2016**

This Addendum contains revisions to the above referenced IFB, a summary of the Pre-Bid Conference held on August 8, 2016 (including answers to questions), and responses to additional questions received in writing by DOHMH on or before August 15, 2016.

Also attached are: a list of attendees at the Pre-Bid Conference (Annex A); REVISED Item 3: Acknowledgement of Addenda form (Annex B); an INSERTED Notice to Bidders: Performance Bonds (Annex C); and INSERTED Bond Forms (Annex D).

Except as otherwise stated below and by any subsequent Addenda to the above-referenced IFB, the IFB remains unchanged.

The Bid Due Date has been moved to September 7, 2016 at 11:00 AM

Waiver Requests for M/WBE Utilization Goals are due by August 31, 2016 at 11:00 AM

I. Revisions to the IFB: deletions are crossed-out; new language is in **bold-face type**:

1.

SECTION I: TIMETABLE

4. Bid Due Date and Time, Public Bid Opening Location are as follows:

Date: ~~August 31, 2016~~ **September 7, 2016**

Time: 11:00 A.M.

Location: New York City Department of Health and Mental Hygiene

Office of the Agency Chief Contracting Officer

42-09 28th Street, 17th Floor, CN-30A

Long Island City, NY 11101-4132

Attention: Marc Dombrowski, Esq., Contract Manager

Email: Bids@health.nyc.gov

General Bid Submission Information:

- Any bids received by ~~DOHMH~~ **the Authorized Agency Contact** after 11:00 A.M. on the Bid Due Date will be considered late and will not be accepted.

2.

SECTION II: SCOPE OF WORK

N. FACILITY LOCATIONS

The Department of Health and Mental Hygiene reserves the right to increase or decrease the number of sites covered under this agreement. A list of **current** DOHMH Facilities is as follows:

Brooklyn	Facility Address	Floor and Square Footage Information
Brownsville Health Center	259 Bristol St, Brooklyn, NY 11212	4 Floors - 23,801 sq.ft
Bedford Health Center	485 Throop Ave, Brooklyn, NY 11221	4 Floors - 29,964 sq.ft.
Bushwick Health Center	335 Central Ave, Brooklyn, NY 11221	4 Floors - 27,256 sq.ft.
Homecrest Health Center	1601 Ave S, Brooklyn, NY 11229	3 Floors - 10,699 sq.ft
Ft. Greene Health Center	295 Flatbush Ave, Brooklyn, NY 11201	6 Floors - 30,687 sq.ft.
Crown Heights Health Center	1218 Prospect Place, Brooklyn, NY 11213	3 Floors 10,110 sq.ft.
Williamsburg Health Center	151 Maujer St, Brooklyn, NY 11206	4 Floors- 21,909 sq.ft.
Brooklyn Animal Shelter	2336 Linden Blvd, Brooklyn, NY 11208	1 Floor 10,500 sq.ft.
Queens	Facility Address	Floor and Square Footage Information
Prison Health Warehouse	18-39 42nd St, Astoria, NY 11105	
Astoria Health Center	12-26 31 st Ave, LIC, NY 11106	3 Floors – 27,526 sq.ft.
Corona Health Center	34-33 Junction Blvd, Jackson Heights, NY 11372	4 Floors - 20,987 sq.ft.
Jamaica Main & Jamaica-Annex Health Centers	90-27 Parsons Blvd, Jamaica, NY 11432 & 90-37 Parsons Blvd, Jamaica, NY 11432	5/4 Floors - 39,936 sq.ft.
Manhattan	Facility Address	Floor and Square Footage Information
Central Harlem Health Center	2238 Fifth Ave, New York, NY 10035	3 Floors-19,866 sq.ft.
East Harlem Health Center	158 East 115 St, New York, NY 10029	4 floors- 28,936 sq.ft.
Manhattanville Health Center	21 Old Broadway, New York, NY 10027	2 Floors-16,954 sq.ft.
Riverside Health Center	160 West 100 St, New York, NY 10025	3 Floors - 25,816 sq.ft
Washington Heights Health Center	600 West 168 St, New York, NY 10032	8 Floors - 34,300 sq.ft
Chelsea Health Center	303 Ninth Ave, New York, NY 10029	3 Floors-22,649 sq.ft.
Public Health Labs	455 First Ave, New York, NY 10029	14 Floors- 305,600 sq.ft.
Manhattan Animal Shelter	326 E. 110th St, New York, NY 10029	2 Floors - 13,888 sq.ft.
Bronx	Facility Address	Floor and Square Footage Information
Morrisania Health Center	1309 Fulton Ave, Bronx, NY 10456	6 Floors - 43,108 sq.ft.
Tremont Health Center	1826 Arthur Ave, Bronx, NY 10457	5 Floors- 39,886 sq.ft.
Westchester/Glebe	2527 Glebe Ave, Bronx NY 10461	4 Floors - 24,781 sq.ft.
Staten Island	Facility Address	Floor and Square Footage Information
Staten Island Animal Shelter	3139 Veterans Road W, Staten Island NY 10309	1 Floor - 8,840 sq.ft
Richmond District Health Center	51 Stuyvesant Pl, Staten Island, NY 10302	

3.

SECTION IV: BID PACKAGE
ITEM 2: BID SHEET (Page 1 of 3)

Item #2: Parts and Materials		
A	B	C
Estimated Allowance for Equipment, Materials, and Parts	Markup Percentage (See Note #3)	Extended Cost [(A x B)+A]
\$1,500,000.00 \$1,500,000.00	_____	\$_____

II. Summary of the Pre-Bid Conference

1. Welcoming remarks, overview of the format of the conference.
 - a. Attendees were requested to put all questions in writing using Questions Sheets.
 - b. All were advised that there would be an intermission, during which time DOHMH staff would retreat to a separate room to review and record answers to the questions; questions and answers would be read aloud at the end of the conference period.
 - c. Attendees were informed that all questions and answers would be distributed in writing via Addendum to all organizations known to have received a copy of the IFB.
2. Project Labor Agreement: Douglas Lipari from the Mayor's Office of Contract Services provided an overview of the PLA requirements stipulated in this IFB.
3. Overview of the Scope of Services: George Troiano, Omer Cabuk, and Edward Beiner from DOHMH provided an overview of the scope of services covered by the IFB.
4. Overview of IFB Submission Requirements: Barbara Beirne from DOHMH reviewed the submission requirements as stipulated in the IFB, with reference to Section I (Timetable, Minimum Experience and Licensing Requirements), and Section IV.
 - a. Bidders were reminded that bids are due at 11:00 am on August 31, 2016 (*Note: this date has been changed by this Addendum to September 7, 2016*). Late bids will not be accepted. It is the bidder's responsibility to ensure that bid submissions are received by the Authorized Agency Contact on or before the due date and time.
 - b. Public bid opening will be held at DOHMH, 42-09 28th Street, Long Island City, 17th floor.
5. Intermission
6. The following are responses to questions raised at the Pre-Bid Conference:
 - a. As a vendor, MBE, how do we make sure we [sic] are on the list/database to be recommended for being used by prime contractor?

The Agency retrieves a list of M/WBE firms from the MWBE Online Directory of Certified Businesses based on the goods/services needed. The prime contractor will have to go to the NYC M/WBE Online Directory or request a list. DOHMH can confirm that a vendor is a NYC certified M/WBE.
 - b. What about the quantity of product and type?

The quantity and type of product will be determined at the time of the Work Order

issuance. It is specific to each job. We will provide square footage of the current DOHMH sites in order to assist in your estimates.

c. Who will perform HVAC work?

DOHMH is currently in the process of soliciting for an HVAC vendor.

d. Who will purchase motors?

DOHMH may, at its option, furnish the parts and materials, or alternatively direct the Contractor to supply the parts and materials needed to accomplish a project. DOHMH reserves the right to select and approve the type, brand, or grade of any materials, supplies, devices, fixtures, or components to be used by Contractor. In the event DOHMH furnishes the parts and materials, the Contractor will be paid only for labor.

III. Responses To Questions Received in Writing

1. We are interested in this project, but I am not sure if we can take part in that, because we are not licensed electrical company. We are General Contractor and we cooperate with licensed electrical company. Is there opportunity to participate in that project as GC?

Please see page 22 of the bid document: “The Bidder must have on its staff at least one employee who has a Master Electrician License registered and in good standing with the New York City Department of Buildings to perform electrical work in New York City...”

2. With regards to Section I Part B (2), can long term contracts suffice as projects completed above the \$200,000 mark?

Please see page 21 of the bid document: The Bidder must demonstrate that the total value of each of the three projects completed within the past three years immediately preceding the bid opening was at least \$200,000.

3. Do we need bid and performance bond for these projects (jobs)?

Yes. Please see Section VI and VII of this Addendum and Annex C and Annex D.

4. Will cost of Payment and Performance Bonds be reimbursed by DOHMH?

No. Any costs related to bonds shall be the responsibility of the Contractor and should be contemplated by the Bidder’s percentage mark-up on their submitted Bid Sheet.

5. The bid package I downloaded yesterday missing Bid bond and Payment/Performance forms. Please let me know if the forms will be supplied at a later date.

Please see Sections VI and VII and Annexes C and D of this Addendum.

6. Builders risk insurance is issued yearly. Please advise if Builders Risk insurance will be required at 100% of the contract price each year of the 5 years' contract term or 1/5 of the contract price yearly.

For each Work Order, the Contractor shall provide to DOHMH Builders Risk Insurance on a completed value for the total value of the Work in the Work Order through Substantial Completion of the Work in its entirety.

IV. Pre-Bid Attendance (Annex A)

Annex A to this Addendum #1 contains the list of attendees at the Pre-Bid Conference held on August 8, 2016.

V. REVISED Item 3: Acknowledgement of Addenda form (Annex B)

Bidders are advised that Item 3: Acknowledgement of Addenda is deleted in its entirety and a new REVISED Item 3: Acknowledgement of Addenda replaces the deleted section in all respects. Bidders are directed to complete the form included in this Addendum #1 as Annex B and submit it as part of their bid submission.

VI. INSERTED Notice to Bidders: Performance Bonds (Annex C)

Bidders are advised that bonds are required for this solicitation and bidders must review the "Notice to Bidders: Performance Bonds" page attached as Annex C.

VII. INSERTED Bond Forms (Annex D)

Bidders are reminded, pursuant to Section V: Agreement and Appendix A: Schedule of Bond and Insurance Requirements, that bid, performance and payment bonds are required for this solicitation. The Bond Forms are hereby attached in Addendum #1 as Annex D. Bidders are directed to complete the Bid Bond portion of the Annex D and submit it as part of their bid submission.

Annex A
List of Attendees of the Pre-Bid Conference

Name	Organization	Contact information
Karen Carroscio	RJ Enterprises	karenc@lcr-inc.net (718) 937-0848
Ricky Chan	RJ Enterprises	rchan@rj-enterprises.com (718) 937-0848
Suraj Ramdeo	Metropolitan Electric of New York	metropolitanelectricny@gmail.com (347) 992-2817 (917) 285-6380
Fang Yuan	WATT + FLUX an LED Inspire Company	fangy@ledinspire.com Stacie@wattandflux.com
Alexandra Nilsen	E-J Electric Installation Co	ejelectric@ej1899.com (718) 786-9400
Constantine Kostianis	Commerce Electrical Contracting	CK@commerceelectrical.com (646)730-6505
Travis Doodnauth	Levet Electric	Travis.doodnauth@levetelectric.com (908) 405-8058

Annex B

REVISED Item 3: Acknowledgement of Addenda



REVISED ITEM 3: ACKNOWLEDGMENT OF ADDENDA

Complete Part I or Part II, whichever is applicable, and sign your name in Part III:

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS IFB:

- ADDENDUM # 1, DATED AUGUST 22, **2016**
- ADDENDUM # 2, DATED _____, 20__
- ADDENDUM # 3, DATED _____, 20__
- ADDENDUM # 4, DATED _____, 20__
- ADDENDUM # 5, DATED _____, 20__
- ADDENDUM # 6, DATED _____, 20__

PART II: _____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS INVITATION FOR BIDS.

PART III:

PROPOSER (NAME) _____ DATE __/__/__

PROPOSER (SIGNATURE) _____

Annex C

Notice to Bidders: Performance Bonds

NOTICE TO BIDDERS

Please be advised that the City of New York has revised the form of the performance bond that is required for City construction contracts that exceed \$5 million. The form of bond required for contracts that do not exceed \$5 million has not changed. The City's payment bond remains unchanged.

The bond form for contracts that do not exceed \$5 million has been approved by the U.S. Small Business Administration ("SBA") for participation in their Bond Guarantee Program. The SBA's Bond Guarantee Program enables eligible small businesses to obtain or increase bonding by having the SBA act as a partial guarantor of the contractor to the surety. For information concerning the SBA program, including current limits on what size contracts are eligible for participation in the program, go to www.sba.gov/osg. If you are interested in participating in this program, we suggest that you contact your broker or the SBA.

In order to maximize participation by small businesses in the SBA Guarantee Program, the City also encourages prime contractors who are awarded contracts greater than \$5 million to allow their subcontractors to use the SBA-approved form, particularly on contracts that are subject to Local Law 129 (the M/WBE program), if the prime contractor requires subcontractors to obtain performance bonds.

Annex D
Bond Forms

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. that we, _____

hereinafter referred to as the "**PRINCIPAL**", and _____

hereinafter referred to as the "**SURETY**" are held and 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 proposal, 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

Proposal 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 Proposal by the City, if the Principal shall

A. within ten (10) days after notification by the City, execute in triplicate and deliver to the City all the

executed counterparts of the contract in the form set forth in the contract Documents, in accordance with the

proposal 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, and

C. in all respects perform the agreement created by the acceptance of said Proposal as provided in the

Instructions to Bidders, bound herewith and hereby made a part hereof, or if the City shall the aforesaid

Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to him the

Surety hereunder agrees, subject only to the payment by the Principal of the premium therefore, if requested

by the City, to write the aforementioned performance and payment bonds in the Contract Documents.

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 Proposal by the City, either a performance bond or a payment bond, or both, shall not be required by the City on or before the 30th day after the date on which the City signs the Contract.

The Surety, for 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 extending of the time within which the City may accept the Principal's Proposal, or by any waiver by the City of any of the requirements of the Instructions to Bidders; and the Surety hereby waives notice of any such postponements, extension, 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 these presents to be signed by their proper officers the

(Seal) _____ day of _____ 20 _____

Principal (L.S.)

By _____.

Surety

(Seal) _____
By _____.

Surety

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____.

ss:

County of _____.

On this _____ day of _____ 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____ that he/she is the _____ of the corporation described in and which executed the foregoing instrument; that he 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 signed his name thereto by like order.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____.

ss:

County _____.

On this _____ day of _____ 20 _____ 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 the executed the same as and for the act and deed of said firm.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____.

ss:

County of _____.

On this _____ day of _____ 20 _____ 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 the same.

Affix Acknowledgments and justification of Sureties

PERFORMANCE BOND

(Does not exceed Five Million – SBA Approved)

KNOW ALL PEOPLE BY THESE PRESENTS:,

That we, _____

hereinafter referred to as the "Principal," and, _____

hereinafter referred to as the "Surety" ("Sureties") are held and 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 enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

_____ day of _____ 20 _____ .

(Seal)

_____ (L.S.)

Principal

By _____

(Seal)

Surety

(Seal) By _____.

Surety

(Seal) By _____.

Surety

(Seal) By _____.

Surety

(Seal) By _____.

Surety

By _____.

Bond Premium Rate _____.

Bond Premium Cost _____.

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds.

Affix Acknowledgments and justification of Sureties

PERFORMANCE BOND

(Greater than Five Million)

KNOW ALL PEOPLE BY THESE PRESENTS:,

That we, _____

hereinafter referred to as the "Principal," and, _____

hereinafter referred to as the "Surety" ("Sureties") are held and 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 enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

_____ day of _____ 20 _____ .
(Seal)

Principal (L.S.)

By _____
(Seal) Surety

By _____
(Seal) Surety

By _____
(Seal) Surety

(Seal)

By _____.

Surety

(Seal)

By _____.

Surety

By _____.

Bond Premium Rate _____.

Bond Premium Cost _____.

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds.

Affix Acknowledgments and justification of Sureties

PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS. That we, _____

hereinafter referred to as the "Principal," and, _____

hereinafter referred to as the "Surety" ("Sureties") are held and 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 enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successor and assigns shall promptly pay or cause to be paid all lawful claims for

- (a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents, servants or employees of the Principal or of any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the Project; and
- (b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or and subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void; otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

- (a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialman or laborer having a just claim, as well as the City itself.
- (b) All persons who have performed labor, rendered services, or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name and may prosecute the suit to judgment and execution without the necessity of joining with any other person as party plaintiff.
- (c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs or otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or material man under this bond for moneys allegedly due for performing work or furnishing material.
- (d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by any employee or laborer under the Worker's Compensation Law.
- (e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions, thereof, or by any assignment, subletting or other transfer thereof or any part thereof, of any Work to be performed, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees. Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____ 20_____.

(Seal) _____
Principal

(Seal) By _____

Surety

(Seal) By _____

Surety

(Seal) By _____

Surety

(Seal) By _____

Surety

(Seal) By _____

Surety

(Seal) By _____

Surety

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____
to me known, who, being by me duly sworn did depose and say that he/she resides at _____
_____ that he/she is the _____ of
the corporation described in and which executed the foregoing instrument; that he 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 signed his name thereto by like order.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____
to me known, who, being by me duly sworn did depose and say that he/she resides at _____
_____ that he/she is the _____ of
the corporation described in and which executed the foregoing instrument; that he 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 signed his name thereto by like order.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____
to me known, who, being by me duly sworn did depose and say that he/she resides at _____
_____ that he/she is the _____ of
the corporation described in and which executed the foregoing instrument; that he 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 signed his name thereto by like order.

Notary Public or Commissioner of Deeds.

Affix Acknowledgments and justification of Sureties