

BID BOND

KNOW ALL MEN, That

We, _____

As Principal, and

(a _____ corporation authorized to transact business in Pennsylvania,
and having its principal office at _____)

as Surety, are held and firmly bound unto the County of Lancaster, State of Pennsylvania, as Obligee, in the sum of

_____ Dollars (\$ _____), lawful

money of the United States of America: for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents, on this _____ day of _____, 20_____.

WHEREAS, the said Principal is herewith submitting to the Obligee a proposal to perform

the _____ work in connection

with _____, pursuant to contract documents incorporated into said proposal by reference; and it is a condition of the Obligee's receipt and consideration of said proposal that the proposal be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if either (a) the Obligee shall not accept the Principal's proposal nor award a contract to him, or (b) said Principal shall upon the Obligee's acceptance of his proposal and award of a contract to him, enter into such contract and furnish performance and labor and materialmen's bonds and insurance certificates in all respects as required by said contract documents, within ten (10) days after notice to him of such award, then this obligation shall be void, but otherwise it shall remain in full force, and the principal and surety will pay to the Obligee the difference between the amount of the Principal's accepted bids and any higher amount for which the Obligee may contract for the required work (either with the next lowest responsible bidder at that same bidding, or with the lowest responsible bidder on any re-bidding) plus any advertising, Engineer's, legal and other expenses incurred by the Obligee by reason of the default: provided that the surety's obligation hereunder shall not exceed the face amount of his bond.

The Surety agrees that its obligation hereunder shall be in no manner defeated or impaired by any postponement of the advertised date for receiving bids or by any extensions by the Principal of the period during which his proposal shall remain irrevocable and subject to acceptance by the Obligee; and the Surety hereby waves notice of any such postponement or extension.

The principal and surety acknowledge that all references herein to the principal in singular, masculine form, shall include the plural, feminine and neuter, as may be appropriate to the principal.

IN WITNESS WHEREOF the principal and surety, intending to be legally bound have executed this bond the day and year of aforementioned.

Witness: _____

_____(SEAL)
Signature of Principal

Witness: _____

_____(SEAL)
Signature of Principal

Attorney-in-fact Surety