



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That BCI Construction, LLC As Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company as Surety, hereinafter called Surety are held and firmly bound unto the City of Saratoga Springs as Obligee hereinafter called Owner, in the amount of Thirty Four Thousand Nine Hundred Dollars; (\$34,900.00), for payment whereof of Principal successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 19, 2012 ENTERED INTO a Contract with Owner for: "IFB #: 2012-9- Plumbing Design & Construction: 6 Woodlawn Avenue Parking Deck".

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in the Project Area, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- 2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price," as used in this paragraph shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor. Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of Owner. IN WITNESS WHEREOF, the above-bounded parties have executed this instrument

under their several seals this _____ day of _____, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

_____ (Seal)
(Individual Principal)

(Business Address)

_____ (Seal)

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

Attest:

By: _____ (Seal)

(Corporate Surety)

(Business Address)

By: _____ Affix
Corporate Seal

Countersigned

by _____

*Attorney-in-Fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to Bond.



LABOR AND MATERIAL PAYMENT BOND

Note: This Bond is issued simultaneously with another Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That BCI Construction, LLC Principal (hereinafter called Principal) and Liberty Mutual Insurance Company as Surety (hereinafter called Surety) are held and firmly bound unto the City of Saratoga Springs as Obligee (hereinafter called Owner) for the use and benefit of claimants as herein below defined; in the amount of Thirty Four Thousand Nine Hundred Dollars (\$34,900.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated June 19, 2012, entered into a Contract with Owner for "IFB #: 2012-9- Plumbing Design & Construction: 6 Woodlawn Avenue Parking Deck" The Contract is by reference made part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution hereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this ____ day of ____, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

_____ (Seal)

_____ (Business Address)

_____ (Seal)

_____ (Business Address)

Attest:

By:

(Corporate Principal)

_____ (Business Address)

BY:

_____ Affix
Corporate Seal

Attest:

_____ (Corporate Surety)

_____ (Business Address)

BY:

_____ Affix
(Corporate Seal)

Countersigned

By _____

*Attorney-in-fact, State of

*Power-of-Attorney for person signing for Surety Company must be attached to Bond



WAIVER OF LIEN

(Submit 1 copy with Final Payment Requisition)

_____ Jim Amsler _____ (Name) of _____ BCI Construction, LLC _____
(Company), City/Town/Village of _____ Albany, New York _____, contracted
with the CITY OF SARATOGA SPRINGS on _____ May 31, 2012 _____ (M/D/Y), to
furnish:

_____ Plumbing _____

for the:

_____ Woodlawn Avenue Parking Garage _____, on the property owned by the CITY OF SARATOGA
SPRINGS at: _____ 6 Woodlawn Avenue _____, Saratoga Springs, NY 12866. The property is more
fully described as follows:

_____ 6 Woodlawn Avenue Parking Garage _____

Signing of this Waiver of Lien hereby acknowledges that lien holder waives any right that lien
holder now has or in the future may have to claim a mechanic's lien pursuant to statute
against the described real property or against the improvements located on the property to
secure payment for:

furnished or to be furnished by lien holder under the described contract.

Lien holder has executed this waiver voluntarily and with full knowledge of lien holder's rights
under the laws of the State of New York.

Signed: _____

Printed Name: _____

Title: _____ Dated: _____

.....
State of: (.....)

County of: (.....)

being duly sworn, deposes and says that he/she
of

and that the answers to the foregoing questions and all statements therein contained are true
and correct.

SUBSCRIBED TO AND SWORN BEFORE ME this day of, 2012

Notary Public