

CONTRACTOR ACKNOWLEDGMENT

STATE OF _____)
 : SS.
COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
(Day) (Month) (Year)
_____ and _____ to me
(Name) (Name)
known to be the person(s) described in and who, duly sworn, did say that he/she/they is/are
_____ and _____ of
(Position Title) (Position Title)

(Name of the Organization)

the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Notary's Signature)

(Print Notary Name)

State of _____

My commission expires: _____

(Please provide separate acknowledgments for the performance bond, and payment bond, if applicable.)

CONTRACTOR ACKNOWLEDGMENT

STATE OF _____)
 : SS.
COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
(Day) (Month) (Year)
_____ and _____ to me
(Name) (Name)
known to be the person(s) described in and who, duly sworn, did say that he/she/they is/are
_____ and _____ of
(Position Title) (Position Title)

(Name of the Organization)

the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Notary's Signature)

(Print Notary Name)

State of _____

My commission expires: _____

(Please provide separate acknowledgments for the performance bond, and payment bond, if applicable.)

Bond No. _____

PERFORMANCE BOND (SURETY)

KNOW TO ALL BY THESE PRESENTS:

That _____

(Full legal name and street address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and street address of bonding company)

as surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the **BOARD OF WATER SUPPLY OF THE CITY AND COUNTY OF HONOLULU**, its successors and assigns and/or the **CITY AND COUNTY OF HONOLULU**, its successors and assigns, hereinafter called Obligee, in the amount of

_____ Dollars (\$ _____),

to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee dated _____, for:

hereinafter called the Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall either remedy the default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the Surety's performance obligation on this bond.

Signed and sealed this _____ day of _____, _____.

Principal (Seal)

By _____

Its

By _____

Its

Surety (Seal)

By _____

Its

By _____

Its

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.

LABOR AND MATERIAL PAYMENT BOND (SURETY)

KNOW TO ALL BY THESE PRESENTS:

That _____

(full legal name and street address of Contractor)

as Contractor, hereinafter called Principal, and _____

(name and street address of bonding company)

as Surety, hereinafter called Surety, a corporation (s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the **BOARD OF WATER SUPPLY OF THE CITY AND COUNTY OF HONOLULU**, its successors and assigns and/or the **CITY AND COUNTY OF HONOLULU**, its successors and assigns, hereinafter called Obligee,

in the amount of _____

_____ Dollars

(\$ _____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee

dated _____, for:

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

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Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the Claimants.

Signed and sealed this _____ day of _____, _____

Principal (Seal)

By _____

Its

By _____

Its

Surety (Seal)

By _____

Its

By _____

Its

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.

SURETY ACKNOWLEDGMENT

[FOR USE WITH SURETY PERFORMANCE AND PAYMENT BONDS]

STATE OF _____)
 : SS.
COUNTY OF _____)

On this _____ day of _____, _____, before me personally came _____ to me known to be the person described in and, who, on the date set forth above did in fact sign his/her name before me, and being by me duly sworn, did depose and say that _____ resides in _____; that _____ is the Attorney-in-Fact of _____ the corporation described in and which executed the attached instrument; that _____ knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that _____ signed _____ name thereto by like order.

(Notary Seal)

Notary Public

State of _____

My commission expires: _____

(Please use a separate acknowledgment for performance bond and payment bond.)

SURETY ACKNOWLEDGMENT

[FOR USE WITH SURETY PERFORMANCE AND PAYMENT BONDS]

STATE OF _____)
 : SS.
COUNTY OF _____)

On this _____ day of _____, _____, before me personally came _____ to me known to be the person described in and, who, on the date set forth above did in fact sign his/her name before me, and being by me duly sworn, did depose and say that _____ resides in _____; that _____ is the Attorney-in-Fact of _____ the corporation described in and which executed the attached instrument; that _____ knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that _____ signed _____ name thereto by like order.

(Notary Seal)

Notary Public

State of _____

My commission expires: _____

(Please use a separate acknowledgment for the performance bond and payment bond.)