

**SURETY BONDS**

Bond No. \_\_\_\_\_

**PERFORMANCE AND PAYMENT**

Whereas, the Board of Supervisors of the «Agency», State of California, hereinafter called "Agency", and «Contr», hereinafter called "Principal", have entered into a contract whereby principal agrees to install and complete certain designated work, which said contract dated «ContrDate», and identified as project «ProjName» (Spec. No.«SpecNo») is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

Now, therefore, we the principal and the undersigned, as corporate surety, are held and firmly bound unto Agency in the penal sum of «CostText» (\$«OrigCost») lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, the principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said contract and any alteration thereof made as therein provided, on principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And, whereas, under the terms of said contract, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Agency to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as corporate surety, are held firmly bound unto the Agency and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the like sum of «CostText» (\$«OrigCost») for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and the contractor's subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees including reasonable attorney's fees, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment herein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should this condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the plans and specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named

on \_\_\_\_\_, 20\_\_.

«Contr» \_\_\_\_\_  
Name of Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By \_\_\_\_\_  
Attorney-in-Fact

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**SAMPLE BOND FORM**

Agency will prepare the Bond in this format and transmit it to the Contractor along with the Contract and the Notice of Award letter.

Surety shall fill in the Bond No., date and identification of surety in place provided.

Contractor shall sign and indicate title in place provided.

Telephone No. \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.