

CONTRACT BOND

BOND NUMBER _____

PUBLIC WORK

EFFECTIVE DATE _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we,

(Name of Principal)

_____, as Principal

(Principal's Address)

and _____
(Name of Surety)

(Surety's Address)

a corporation organized and existing under the laws of the State of _____,
and authorized to transact surety business in the State of California, as Surety, are held
and firmly bound unto San Bernardino County in the amount of
_____ Dollars (\$_____),
lawful money of the United States of America, for which amount well and truly to be made,
we hereby bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract dated _____, 20____,
(the "Contract") with San Bernardino County to do and perform the following work:

Project Name:

Project #:

The work to be performed by Principal is more particularly set forth in the Contract documents for the Project (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference.

WHEREAS the Contract Documents require Principal to perform the terms and conditions thereof, and to furnish a bond for the faithful performance of said Contract Documents.

NOW THEREFORE, the condition of this obligation is such that if the Principal, his, her or its 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 agreements in the Contract Documents and any alteration thereof made as therein provided, on his, her or their 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 faithfully fulfill all obligations during the term of the Contract, and during the period of a general guarantee of all work executed under the Contract for a period expiring twelve (12) months after the date of acceptance of such work by San Bernardino County, and

during the life of all guarantees provided for under the Contract that extend for a period longer than said twelve (12) month period; and shall indemnify, defend and hold harmless San Bernardino County and 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.

As part of the obligations secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by San Bernardino County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good during the time periods stated herein above, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect San Bernardino County from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit San Bernardino County's rights or the Principal or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by San Bernardino County to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at San Bernardino County's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and San Bernardino County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Sum, including other costs and damages for which Surety may be liable. The term "balance of the Contract Sum" as used in this paragraph shall mean the total amount payable to Principal by San Bernardino County under the Contract and any modification thereto, less any amount previously paid by San Bernardino County to the Principal and any other set offs pursuant to the Contract Documents.
- (3) Permit San Bernardino County to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Sum, including other costs and damages for which Surety may be liable. The term "balance of the Contract Sum" as used in this paragraph shall mean the total amount payable to Principal by San Bernardino County under the Contract and any modification thereto, less any amount previously paid by San Bernardino County to the Principal and

any other set offs pursuant to the Contract Documents.

Surety expressly agrees that San Bernardino County may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Project if San Bernardino County notifies Surety of San Bernardino County's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this _____ day of _____, 20__, by its undersigned representative(s) pursuant to authority of its governing body.

(Seal)

Principal
(Have Signature(s) Notarized)

Name: _____

By: _____

Title: _____

Address: _____

Phone _____

Surety
(Have Signature(s) Notarized and Attach
Power of Attorney)

Name: _____

By: _____

Title: _____

Address: _____

Phone _____

(Seal)

CONTRACT BOND

BOND NUMBER _____

PUBLIC WORK

EFFECTIVE DATE _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS: That we,

(Name of Principal)

_____, as Principal
(Principal's Address)

and _____
(Name of Surety)

(Surety's Address)

a corporation organized and existing under the laws of the State of _____,
and authorized to transact surety business in the State of California, as Surety, are held
and firmly bound unto San Bernardino County in the amount of
_____ Dollars (\$_____),
lawful money of the United States of America, for the payment whereof, well and truly to
be made, we hereby bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract dated _____, 20____,
(the "Contract") with San Bernardino County to do and perform the following work:

Project Name:

Project #:

The work to be performed by Principal is more particularly set forth in the Contract
Documents for the Project (hereinafter referred to as "Contract Documents"), the terms
and conditions of which are expressly incorporated herein by reference.

WHEREAS, the Contract Documents require Principal, before entering upon the
performance of the work, to file a good and sufficient Payment Bond with San Bernardino
County to secure the claims to which reference is made in Division 4, Part 6, Title 3,
sections 9000 et seq. of the California Civil Code.

NOW THEREFORE, the condition of this obligation is such that if the hereby bounded
Principal, his, her or its heirs, executors, administrators, successors or assigns or
subcontractors shall fail to pay any of the persons named in California Civil Code section
9100, or amounts due under the California Unemployment Insurance Code with respect
to work or labor performed under the Contract, or for any amounts required to be
deducted, withheld, and paid over to the Employment Development Department from the

wages of employees of the Principal and subcontractors pursuant to section 13020 of the California Unemployment Insurance Code with respect to the work and labor, that Surety will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to those persons or their assigns in any suit brought upon this bond.

Should the 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.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed or to the Contract Documents thereunder.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this day _____ of _____, 20__, by its undersigned representative(s) pursuant to authority of its governing body.

(Seal)

Principal

(Have Signature(s) Notarized)

Name: _____

By: _____

Title: _____

Address: _____

Phone _____

Surety

(Have Signature(s) Notarized and Attach Power of Attorney)

Name: _____

By: _____

Title: _____

Address: _____

Phone _____

(Seal)