PERFORMANCE BOND FORM
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the Board of Supervisors of the County of Alameda ("County") and __________________________ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

______________________________ (Project Name)

("Project” or “Contract”)

which Contract dated ________________, 20__ , and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

And WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and __________________________ ("Surety") are held and firmly bound unto the Board of County in the penal sum of __________________________ DOLLARS ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to perform all the work required to complete the Project and to pay to County all damages County incurs as a result of the Principal’s failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his 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 and any alteration thereof made as herein provided, on his or their part to be kept and performed at the time and in the intent and meaning, and shall indemnify and save harmless County, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the 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 specifications accompanying the same shall in any way affect its
obligation 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 or to the
specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of
which shall for all purposes be deemed an original thereof, have been duly executed by
the Principal and Surety above named, on the ___ day of ____________., 20___.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of
Surety

Bidder must attach a Notarial Acknowledgment for all Surety’s signatures and a
Power of Attorney and Certificate of Authority for Surety. The California
Department of Insurance must authorize the Surety to be an admitted surety
insurer.

END OF DOCUMENT