PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ANTIOCH, (hereinafter referred to as “City”) and
___________________________________________, (hereinafter referred to as “Principal”)
have entered into a ____________________________ Agreement (“Contract”) for the
_______________________________________________ [describe project or work]; and

WHEREAS, under the terms of said Contract, Principal is required to furnish a bond securing
payment of the claims to which reference is made in Section 3248 of the Civil Code,

NOW, THEREFORE, we, the Principal, and _________________________________________
as Surety, are held and firmly bound unto the City in the penal sum of
________________________________________________Dollars ($________________)

lawful money of the United States, being not less than one hundred percent (100%) of the
amount payable by the terms of the Contract, for the payment of which sum well and truly to be
made we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to
pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the
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 the Employment Development
Department from the wages of employees of the Principal or its subcontractors pursuant to
Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, the
Surety will pay for the same and also will pay, in case suit is brought upon this bond, a
reasonable attorney’s fee, to be fixed by the court.

This bond will insure to the benefit of any of the persons named in Section 3181 of the Civil
Code so as to give a right of action to such persons or their assigns if any suit is brought upon
this bond.

This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the
Principal and Surety hereunder is governed by the provisions of said Code, all acts amendatory
thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The Surety 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, the above-bound parties have executed this instrument under their seals this ________________ day of ________________, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

__________________________________
(Principal)

By ________________________________
Signature

__________________________________
Print Name

__________________________________
Title

Note:
To be signed by Principal and Surety and acknowledgment and notarial seal attached.

__________________________________
(Surety)

__________________________________
(Address)

By ________________________________
Signature

__________________________________
Print Name

__________________________________
Title
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ANTIOCH, (hereinafter referred to as “City”) has entered into a ______________________________________ Agreement with __________________________________________, (hereinafter referred to as “Principal”), for construction of the _________________________________________________ (the “Contract”); and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond of faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____________________________________________, as Surety, are held and firmly bound unto the City, in the sum of _______________________________________________ Dollars ($_________________) lawful money of the United States, to be paid to the City or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the City, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, 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, defend, protect, and hold harmless the City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification or addition.

Whenever Principal shall be and declared by the City to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at City’s election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; or

2. Reimburse the City for all costs the City incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.
Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City’s rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

In the event suit is brought upon this bond by the City, Surety shall pay reasonable attorney’s fees and costs incurred by the City in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this ______ day of _______________, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

______________________________________  Principal
                                    By ________________________________

Note:
To be executed by Principal and Surety with acknowledgment and notarial seal attached.

______________________________________  Surety

_______________________________________  Address
                                    By ________________________________
                                    By ________________________________