

Agreement for Sewer Improvement Security Bond

(Performance, Guarantee and Payment)

1. OBLIGATION. _____

as Principal, and _____

a corporation organized and existing under the laws of the State of _____ and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, and administrators, successors, and assigns to the Central Contra Costa Sanitary District to pay for itself or any assignee under the below-cited contract any and all such sums which may arise in consequence of breach of said contract by Principal, said sums not to

exceed _____ (\$ _____) Dollars.

2. RECITAL OF AGREEMENT. The Principal has contracted with the District to construct, install and complete and warrant sewers as required by District Job # _____ and by the District Ordinance Code and Specifications. Principal shall cause to be completed said improvement on or before _____ 20____ in accordance with accepted construction practices and in a manner equal or superior to the requirements of the District Ordinance Code and Specifications provided thereunder.

3. CONDITION. If the principal performs all things required of him according to the terms and conditions of said contract and improvement plans and improvements agreed on by him and the District, then this obligation as to performance labor and material shall become null and void, immediately after the District's acceptance of the work as complete except that the warranty guarantee continues for a one-year period after acceptance; and this obligation may be reduced to ten (10) percent of the full amount upon acceptance of the work by the District; otherwise this obligation remains in full force and effect.

No alteration of said contract or any plans or specifications of said work agreed to by the Principal and the District shall relieve any Surety from liability on this bond; and consent is hereby given to make such alterations without further notice to or consent by Surety; and the Surety hereby waives the provisions of California Civil Code #2819, and holds itself bound without regard to and independently of any action against Principal whenever taken and agrees that if District sues on this bond, Surety will pay reasonable attorney fees fixed by court as costs and included in the judgment

SIGNED AND SEALED ON _____ / _____ / _____

PRINCIPAL:

By _____

SURETY:

Address

City State Zip

()

Phone

State of California)
County of _____) ss.

(ACKNOWLEDGEMENT BY SURETY)

On _____ the person(s) whose name(s) is/are signed above for Surety and who is/are known to me to be the Attorney(s)-in-Fact for this Corporate Surety, personally appeared before me and acknowledged to me that ___he___ signed the name of the Corporation as Surety and his/their own name(s) as its Attorney(s)-in-Fact.

Notary Public For Said County and State