

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, _____
[OWNER] and _____ [CONTRACTOR], hereinafter designated the
"Principal", have entered into an agreement whereby Principal agrees to install and complete
certain designated water facilities proposed to be accepted by the Sweetwater Authority
[AUTHORITY], which agreement dated _____, 20____, and identified as:
_____ is hereby
referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection with such agreement;
providing that if said Principal or any of his/her or its Subcontractors shall fail to pay for any
materials, provisions, provender, equipment, or other supplies use in, upon, for or about the
performance of the work to be done, or for any work or labor done thereon of any kind, or for
amounts due under the Unemployment Insurance Code or for any amounts required to be
deducted, withheld, and paid over to the Employment Development Department from the wages
of employees of said Principal and his/her Subcontractors with respect to such work or labor the
Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we the Principal and _____,
a corporation organized and duly authorized to transact business under the laws of the State of
California, as Surety, are held and firmly bound unto OWNER AND AUTHORITY, as _____ co-
obligees, in the penal sum of _____
[\$ _____] which amount is not less than One Hundred Percent (100%) of the
contract amount, 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, his/her Subcontractors,
his/her or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any
materials, provisions, provender, equipment, or other supplies used in, upon, for or about the
performance of the work contracted to be done, or for any work or labor thereon of any kind, or
for amounts due under the Unemployment Insurance Code 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 his/her Subcontractors pursuant to Section 103020 of the
Unemployment Insurance Code with respect to such labor, all as required by the provisions of
Title XV, Chapter 7, Sections 9550-9566 inclusive, of the Civil Code of the State of California and
acts amendatory thereof, and sections of other codes of the State of California referred to therein
and acts amendatory thereof, so furnishing said materials, provisions, provender, equipment, or
other supplies, appliances or power used in, upon, for or about the performance of the work
contracted to be executed or performed, or any person, company or corporation renting or hiring
implements or machinery or power for or contributing to said work to be done. or any person who
performs work or labor upon the same, or any person who supplies both work and materials
therefore, shall have complied with the provisions of said laws, then said Surety will pay the same
in an amount not exceeding the sum hereinabove set forth.

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

And the said 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 wise 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 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 party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

(ALL SIGNATURES MUST BE NOTARIZED)

SAMPLE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ [OWNER] and _____ [CONTRACTOR], hereinafter designated as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated water facilities proposed to be accepted by the Sweetwater Authority [AUTHORITY], which agreement, dated _____, 20__, and identified as: _____ is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a Faithful Performance Bond connection with said agreement.

NOW THEREFORE, we the Principal and _____, a corporation organized and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the OWNER and AUTHORITY, as co-obligees, in the penal sum of _____ [\$ _____] 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 conditions and provisions of this obligation are such, that if the above-bounden Principal, his/her or their heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep, and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified including, but not limited to, the guarantee of all work and materials for a period of one (1) year after the date of the Notice of Completion, but in no way limiting any remedies available under other provisions of law including, but not limited to, California Code of Civil Procedure section 337.15, and in all respects according to their true intent and meaning, and shall indemnify and save harmless OWNER and AUTHORITY, as co-obligees, and all of their respective 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. The obligations of Surety hereunder shall continue so long as any obligation of CONTRACTOR remains.

THE SURETY HEREBY stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement, 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 such changes in the agreement or to the work or to the specifications. Said Surety hereby waives the provisions of sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____, 20_____.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

(ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED, IF APPLICABLE. **AGREEMENT SHALL BE ATTACHED.**)

SAMPLE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

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WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

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