

ATTACHMENT 16
FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

_____, hereinafter called the PRINCIPAL, and _____, a corporation duly organized under the laws of the State of _____ having its principal place of business at _____, in the State of _____, and authorized to do business as an admitted surety insurer in the State of California and regulated by the California Insurance Commissioner, hereinafter called the SURETY, are held and firmly bound to the South Bayside Waste Management Authority, a joint powers authority in San Mateo County, in the State of California, hereinafter called the OBLIGEE, in the sum of Two Million Dollars (\$2,000,000.00) lawful money of the United States, for the payment of which, 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:

WHEREAS, the PRINCIPAL has entered into a Agreement dated as of _____, 2008 with the OBLIGEE for the Operation of the Shoreway Recycling and Disposal Center ("Agreement") and said PRINCIPAL is required under the terms of said Agreement to furnish a bond of faithful performance of said Agreement.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all of the undertakings, covenants, terms and agreements of said Agreement, and any modification thereto made as therein provided, at the time and in the manner therein specified, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

The SURETY, for value received, hereby 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 incorporated therein shall impair or affect its obligations and its bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement or the work or the Specifications.

PROVIDED, however, that the SURETY shall not be liable (1) as respects to any obligations related to said Agreement occurring after two (2) years, unless this Bond is extended, (2) as respects to PRINCIPAL'S obligation to procure a replacement performance bond, as provided for in Section 10.03 of the Agreement. This Bond may be extended after _____, 2011 in the sole discretion of the SURETY by means of a continuation certificate signed at least ninety (90) days prior to _____, 2011 and thereafter at least ninety (90) days prior to the expiration of the Bond as extended.

In the event suit is brought upon this Bond by the OBLIGEE and said OBLIGEE is the prevailing party, the SURETY shall pay, in addition to the sums set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument as of this ____ day of _____, 2009, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

By: _____

SURETY:

By:

Attorney-In-Fact

* * *

Note: To be considered complete, both the principal and surety must sign this performance bond. In addition, the surety's signature must be notarized and a copy of the surety's power of attorney must be attached.

CONTINUATION CERTIFICATION

In consideration of the premium charged,

_____ hereby continues in force:

Bond #: _____

Dated: _____

In the amount of: Two Million dollars (\$2,000,000.00) on behalf of the South Bayside Waste Management Authority, for the period:

Beginning: _____

And Ending: _____ subject to all terms and conditions of said Bond, PROVIDED that the liability of

- (NAME OF SURETY)

shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuations thereof.

Signed and Sealed: _____ (date)

By: _____
Attorney-In-Fact

[ACKNOWLEDGEMENT]