

# ATTACHMENT F

## FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that *[NAME OF CONTRACTOR]*, 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, regulated by the California Insurance Commissioner and with a financial condition and record of service satisfactory to the *[AGENCY]*, hereinafter called the SURETY, are held and firmly bound to the *[AGENCY]*, a municipal corporation in the State of California, hereinafter called the OBLIGEE, in the sum of \_\_\_\_\_ Million Dollars (\$ \_\_\_\_\_ ) 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 Contract with the OBLIGEE for the Collection of Solid Waste, Recyclable Materials and Organic Materials ("Contract") and said PRINCIPAL is required under the terms of said Contract to furnish a bond of faithful performance of said Contract.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all of the undertakings, covenants, terms and agreements of said Contract, 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 Contract or to the work to be performed thereunder, or the specifications incorporated therein shall impair or affect its obligations on this bond, and it hereby waives 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.

PROVIDED, however, that the SURETY shall not be liable (1) as respects to any obligations related to said Contract occurring after two (2) years from the date of this Bond, unless this Bond is extended, or (2) with respect to PRINCIPAL'S obligation to procure a replacement performance bond, as provided for in Section 13.03 of the Contract. This Bond may be extended beyond \_\_\_\_\_, 20\_\_ in the sole discretion of the SURETY by means of a continuation certificate in form and substance satisfactory to OBLIGEE signed at least ninety (90) days prior to \_\_\_\_\_, 20\_\_.

In the event suit is brought upon this Bond by the OBLIGEE and the 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.

# ATTACHMENT F

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(PRINCIPAL)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(SURETY)

By: \_\_\_\_\_  
Attorney-In-Fact  
Name: \_\_\_\_\_

\* \* \*

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

**ATTACHMENT F-1**

**CONTINUATION CERTIFICATION**

In consideration of the premium charged,

\_\_\_\_\_ hereby continues in force:

Bond #: \_\_\_\_\_

Dated: \_\_\_\_\_

In the amount of: \_\_\_\_\_ Million Dollars (\$\_\_\_\_\_)

on behalf of the *[NAME OF AGENCY]*, 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]