

**CITY OF CARPINTERIA, CALIFORNIA**  
**DEPARTMENT OF PUBLIC WORKS**



**PERFORMANCE BOND**

Project/Permit No.: \_\_\_\_\_ Bond Amount: \_\_\_\_\_

Principal: \_\_\_\_\_ Bond No.: \_\_\_\_\_

This Performance Bond is tendered to the City of Carpinteria (hereinafter referred to as "City") in conjunction with Project No. \_\_\_\_\_, Titled \_\_\_\_\_ (hereinafter referred to as "Project"), with reference to the City of Carpinteria Engineering Permit No. \_\_\_\_\_ (hereinafter referred to as "Permit").

We, the Principal \_\_\_\_\_ and \_\_\_\_\_ a Surety Corporation, existing under and by virtue of the laws of the State of \_\_\_\_\_, and duly authorized to transact business within the State of California as a surety, are held and firmly bound unto the City of Carpinteria in the sum of \$ \_\_\_\_\_ lawful money of the United States of America, for the payment of which sum 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 the above-bound Principal, his or its heirs, executors, administrators successors or assigns shall abide by, keep and perform the covenants, conditions, requirements, obligations, and provisions of the afore described Project and/or Permit, any alterations thereof, or any regulations or laws pertaining thereto on his or their part to be kept and performed at the time in the manner therein specified and if they also indemnify and hold the City, its officers, agents, employees harmless from all liability, costs, losses, expenses, and attorneys' fees thereon, then this obligation shall become null and void; but otherwise, it shall be and remain in full force and effect.

As a part of the obligations secured hereby, and in addition to the face amount specified above, there shall be included, in addition to the aforesaid bond sum, costs and reasonable expenses and fees, including attorneys' and paralegal fees, incurred by the City in successfully enforcing the obligations undertaken herein by the Principal and/or Surety, all be taxed as costs and included in any judgment rendered thereon.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Permit or to the Project or work to be performed hereunder, or the specifications and drawings that accompany same, shall in any way affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the Permit, to the work or Project, or to the drawings and specifications.

Whenever the Principal shall be, and declared by the City to be in default under the above agreement, the Surety shall promptly remedy the default, or shall promptly pay the amount of the bond herein.

For the satisfactory completion of this Project and the Permit hereunder, the above obligations shall hold good for a period of one (1) year after the completion of the Project and/or its acceptance by the City, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the City from loss or damage made evident during the period of one (1) year from the date of acceptance of the work and resulting from or caused by defective materials or faulty workmanship, the above obligations shall remain in full force and effect. The obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

**IN WITNESS WHEREOF**, this Performance Bond is duly executed by the Principal and Surety above-named on \_\_\_\_\_, 20\_\_\_\_

**PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
NAME OF INDIVIDUAL/CORPORATION

\_\_\_\_\_  
NAME OF CORPORATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPED NAME AND TITLE

\_\_\_\_\_  
TYPED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
TELEPHONE

\*All Signatures must be acknowledged before a Public Notary.