

CITY OF VISALIA
PAYMENT BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Visalia, has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows: _____, referred to hereafter as "Contract."

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and _____, referred to as "Surety" are bound unto the City of Visalia in the sum of \$ _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid pursuant to the California Revenue and Taxation Code for the wages of employees of the Principal and his subcontractors, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons, companies, or corporations, named in Civil Code Section 9100 as to give a right of action to such persons, entities, or their assigns in any suit brought upon this bond.

The 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 under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

Name of Principal	Date	Name of Surety	Date
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Signature for Principal	Signature for Surety
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Printed Name and Title	Printed Name and Title
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Correspondence or claims relating to this bond should be sent to the surety at the following address:

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____ SS

On _____ before me _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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

(SEAL)

Notary Public

CITY OF VISALIA
PERFORMANCE BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Visalia, has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows: _____, referred to hereafter as "Contract."

AND WHEREAS, said Principal is required to furnish a bond in connection with the above Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and _____, referred to as "Surety" are held firmly bound to the City of Visalia in the sum of \$ _____ dollars (\$ _____), to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof, made as therein provided, on it or their part to be kept and performed within the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City of Visalia, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

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 under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

Name of Principal	Date	Name of Surety	Date
Signature for Principal		Signature for Surety	
Printed Name and Title		Printed Name and Title	

Correspondence or claims relating to this bond should be sent to the surety at the following address:

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____ SS

On _____ before me _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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

(SEAL)

Notary Public

CITY OF VISALIA
MAINTENANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, The City of Visalia, has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows: _____, referred to hereafter as "Contract."

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the correction of deficiencies during the specified maintenance period of one (1) year from the date the notice of completion for work performed under said contract has been recorded:

NOW, THEREFORE, we the undersigned Principal and _____, referred to as "Surety" are held firmly bound to the City of Visalia in the sum of \$ _____ dollars (\$ _____), to be paid to City of Visalia or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the said maintenance guaranty of the Contract, all within the time and manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

The said Surety, for value received, hereby stipulates and agrees that no change, alteration, or addition to the terms of the Contract or to the work to be performed under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

Name of Principal	Date	Name of Surety	Date
Signature for Principal		Signature for Surety	
Printed Name and Title		Printed Name and Title	

Correspondence or claims relating to this bond should be sent to the surety at the following address:

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____ SS

On _____ before me _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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

(SEAL)

Notary Public