



City of San Clemente Engineering Division

Instructions for Completing Performance, Labor & Material, Warranty Bond

- The amount of a bond shall be based on 100% of the Engineering Division's approved cost estimate of the cost of construction, plus 10% contingency. The bond must be accompanied by a notary statement for the bond signatures, and an additional document attached to the bond that indicates the bonding company and Attorney-in-Fact are authorized to conduct such business in the State of California. The bonding company must meet the requirements as stipulated in the State of California Code of Civil Procedures CCP § 995.310 and §995.660.
- The City requires that the bond be filled in on the original bond form, and will not accept a copy or a faxed copy of any kind of the bond form to be used for preparing the original bond.
- We do not accept original signatures and seal on a copy of the bond form to be considered as an "original" bond. The signatures and seal must be on an original bond form to create a clean document that is acceptable to the City.
- Before submitting the bond to the City, please FAX a copy of the proposed bond and the approved cost estimate to the Engineering Division at (949) 366-4741 for approval of content, dollar amount and format.
- Upon approval, please submit one (1) original and two (2) copies of each bond to the City.

Bond No. _____

Performance Bond

WHEREAS, City of San Clemente, State of California and _____ entered into a Subdivision Improvement Agreement based on this document where by Principal agrees to install and complete certain designated public improvements, which said agreement dated _____ and identified as project, _____, is hereby referred to and made a part hereof; and

WHEREAS, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto The City of SanClemente, as obligee, in the penal sum of _____ lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, successors, executors and administrators, 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 in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, and save harmless the City of San Clemente, its 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.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, inured by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered in its favor.

The Surety hereby stipulates that no change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

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

Principal

Surety

By: _____

By: _____
Attorney in Fact