

**ATTACHMENT F**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS THE GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT (hereinafter referred to as "District") has entered into a Contract with \_\_\_\_\_ (hereinafter referred to as "Principal") for \_\_\_\_\_ (hereinafter referred to as the "Contract"); and

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

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the District, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, being a sum equal to fifty percent (50%) of the total amount payable under the Contract, for the payment of which sum, 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 if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the District, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to the Surety being hereby waived, on Principal's 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, protect, and hold harmless the District as stipulated in the Contract, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

No change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate the Surety on this bond or in any way affect the obligation of this bond; and the Surety does hereby waive notice of any such change, alteration, modification, or addition.

Whenever Principal shall be and declared by the District to be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly do one of the following at the District's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the District, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse the District for all costs the District incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

The Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against the Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District or its successors or assigns.

In the event suit is brought upon this bond by the District, the Surety shall pay reasonable attorney's fees and costs incurred by the District in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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:**

\_\_\_\_\_  
Company Name

\*By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

\*By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

**SURETY:**

Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

\*By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

*Note: To be signed by Principal and Surety and acknowledgement with notarial seal attached.*