

## ATTACHMENT C: BIDDER'S BOND

**KNOW ALL BY THESE PRESENTS:** That

\_\_\_\_\_

As Principal (herein called "Principal") and

\_\_\_\_\_

As Surety (herein called "Surety") are held and firmly bound unto the Napa County Resource Conservation District ("Napa RCD"), a California Special District (herein called "Obligee"), in just and full sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States of America, (said sum being equal to 10% of the estimated total amount of the bid) of Principal for the herein described work of improvement, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,** That

**WHEREAS**, Principal who is bidding, or is about to bid, for the following described work of improvement, all in accordance with the Notice Inviting Bids, Proposal, Project Description, and Standard Contractual Requirements of Obligee therefore.

**NOW, THEREFORE**, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time required by the Standard Contractual Requirements, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or the bid requirements, whether made after notice or note, shall release or otherwise affect the obligations of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute this bond.

In the event suit is brought upon this bond by the Obligee and judgment is recovered by the Obligee, court costs, including reasonable attorney's fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

| Contractor as Principal            | Surety                             |
|------------------------------------|------------------------------------|
| (Corp. Seal)                       | (Corp. Seal)                       |
| _____<br>Company Name              | _____<br>Company Name              |
| _____<br>Signature                 | _____<br>Signature                 |
| _____<br>Print Name                | _____<br>Print Name                |
| _____<br>Title                     | _____<br>Title                     |
| _____<br>Street Address            | _____<br>Street Address            |
| _____<br>District, State, Zip Code | _____<br>District, State, Zip Code |

**Note: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond.**