

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

Premium: \_\_\_\_\_

### Maintenance Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_,  
(Contractor Name)

a  corporation  partnership  individual duly authorized by law to do business in the State of California ("Principal"), and \_\_\_\_\_, a corporation duly  
(Surety Company Name)

authorized to do surety business under the Laws of the State of California ("Surety"), are held and firmly bound unto the City of Ripon ("Obligee") in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### THE CONDITION OF THE OBLIGATION IS SUCH THAT:

- a. Whereas, the Principal and Obligee have entered into an agreement for the project identified as: \_\_\_\_\_, which was dated \_\_\_\_\_  
(Project Name)  
\_\_\_\_\_, 20\_\_\_\_, ("Contract"), hereby referred to and made a part hereof; and
- b. Whereas, under the terms of the Contract, upon completion of the works of improvement and prior to acceptance of the work by the City, Principal is required to furnish a maintenance bond guaranteeing the workmanship, materials of construction and operation of equipment for a period of one (1) year. The amount of the bond shall be in an amount determined by the City Engineer and approved by the City Council.

**NOW, THEREFORE**, the condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall for a period of one (1) year from and after the date of completion and acceptance of same by Obligee, replace any and all defects arising in the Work, whether resulting from defective materials or defective workmanship, and shall indemnify the Obligee from any loss or damage made evident during that one (1) year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

As a 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, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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 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 Obligee's rights against the others.

*February 2021*

The Surety 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 thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

**IN WITNESS WHEREOF,** This Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_.

SURETY:	_____	PRINCIPAL:	_____
	Business Name		Business Name
s/	_____	s/	_____
	_____		_____
	Name/Title		Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney must be attached)

END OF MAINTENANCE BOND