

## 06-BID BOND

**IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID**

**PROJECT TITLE/BID #: MUNSEY E.S. (10) TEMPORARY CLASSROOMS - ELECTRICAL, FIRE ALARM & COMMUNICATIONS PROJECT #22216.TR-35**

**OWNER: BAKERSFIELD CITY SCHOOL DISTRICT**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the BAKERSFIELD CITY SCHOOL DISTRICT (referred to as Owner) in the sum of 10% percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_\_, for: \$\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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 the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED: \_\_\_\_\_

PRINCIPAL

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

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

SURETY

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

Title: \_\_\_\_\_

Note: Signatures of those executing for the Surety must be properly acknowledged.