 **FORT ORD REUSE AUTHORITY**

 920 2ND Avenue, Suite A, Marina, CA 93933

 Tel: 831 8823 3672 | Fax: 831 883 3675 | www.fora.org

BIDDERS BOND

Counterpart No.

 No. S201-ITB1

Know All Persons by These Presents:

THAT WE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

as Surety, are held and firmly bound unto the Board of the Fort Ord Reuse Authority hereinafter called the Board , in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the said Board for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

IN NO CASE shall the liability of the Surety hereunder exceed the sum of **10% of Bid**.

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned bid to the Board for certain construction specifically described as follows, for which bids

are to be opened at

on at for contract

##### Project Description

In general, work will consist of removing Hazardous Materials from surplus military structures located in the area bordered by Gigling Road and Colonel Durham Road and Malmady Road and 7th Avenue (generally referred to as the Seaside Surplus II site).

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to the principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Board , one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void, otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this day of , 20

 CONTRACTOR Contractor Name:

 AS

####  PRINCIPAL Contractor Address: (SEAL)

 By:

 SURETY Surety Name:

 Surety Address: (SEAL)

 By:

Signatures executed in behalf of the Surety must be properly acknowledged.