 **FORT ORD REUSE AUTHORITY**

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

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

ATTACHMENT 2 - BIDDERS BOND

Counterpart No.

 No. S201-ITB3

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 BASE 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 Base Bid**.

THE CONDITION of this obligation is such that the Principal has submitted the above-mentioned bid to FORA for certain construction specifically described as follows, for which bids are to be opened at

The Fort Ord Reuse Authority, 920 2nd Ave, Suite A, Marina CA, 93933

on at for Project S201-ITB3

**Project Description**

In general, work includes, but is not limited to, coordination with Marina Coast Water District (MCWD) to cut-off and repair of water infrastructure at nineteen (19) locations, cut-off and repair of wastewater infrastructure at nine (9) locations, and the cut-off and abandonment of twenty-six (24) manholes.

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

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| --- | --- | --- |
| CONTRACTOR AS PRINCIPAL | Contractor Name: |  |
|  | Contractor Address: | (SEAL) |
|  | By: |  |
|  |  |  |
| SURETY | Surety Name: |  |
|  | Surety Address: | (SEAL) |
|  | By: |  |

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