

**EXHIBIT B – PAYMENT AND PERFORMANCE BONDS**

**PAYMENT BOND  
(Labor and Material)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That WHEREAS, Foothill-De Anza Community College District (the "Owner" of the public works project described below) and \_\_\_\_\_, hereinafter designated as the "Principal," have entered into an Agreement for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

(DESCRIPTION AND LOCATION OF PROJECT)

\_\_\_\_\_

\_\_\_\_\_

Which said Agreement dated \_\_\_\_\_, \_\_\_\_\_, and all of the Agreement Documents are hereby referred to and made a part hereof; and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Agreement is awarded to secure the claims arising under said agreement.

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned \_\_\_\_\_ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

<i>Affix Corporate Seal</i>	Principal Business Address:	
		<i>Principal Signature</i>
		Name:
		Title:
		Date:

<i>Affix Corporate Seal</i>	Surety Name:	
		<i>Attorney-in-Fact Signature for Surety</i>
		Name:
		Telephone:
		Date:

*Attach Attorney-in-Fact Certificate*

**PERFORMANCE BOND**

**KNOW ALL PERSONS BY THESE PRESENTS** that we, \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Foothill-De Anza Community College District, in the County of Santa Clara, State of California, hereinafter called the "Owner", in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain Agreement with the Owner, the terms of which are incorporated herein by reference, dated \_\_\_\_\_, 20\_\_\_, for construction of:

(DESCRIPTION AND LOCATION OF PROJECT)

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The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement during the original term of said Agreement and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Agreement after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Agreement that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement 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 Agreement, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

<i>Affix Corporate Seal</i>	Principal Business Address:	
		<i>Principal Signature</i>
		Name:
		Title:
		Date:

<i>Affix Corporate Seal</i>	Surety Name:	
		<i>Attorney-in-Fact Signature for Surety</i>
		Name:
		Telephone:
		Date:

*Attach Attorney-in-Fact Certificate*