



EL MONTE UNION HIGH SCHOOL DISTRICT  
3537 JOHNSON AVENUE  
EL MONTE, CA 91731

## PERFORMANCE BOND

BID No. 2011-P12(2)  
ROSEMEAD HIGH SCHOOL BASKETBALL COURTS  
(BID PACKET SECTION 00600)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, \_\_\_\_\_,  
State of California, on \_\_\_\_\_, 20\_\_\_\_, awarded

\_\_\_\_\_ hereinafter designated as the "Principal", the contract to

### **“Rosemead High School Basketball Courts – 2011-P12(2)”**

NOW THEREFORE, we the Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto \_\_\_\_\_, hereinafter called the \_\_\_\_\_, in the penal sum of \_\_\_\_\_ Dollars (\$) lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assign, shall in all things stand to and abide by and keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the El Monte Union High School District, its officers and agents, as therein stipulated, then this obligation shall become null and void: otherwise, it shall be and remain in full force and virtue, and also in case suit is brought upon such bond, the above bounden principal and the said surety will pay a reasonable attorney's fee which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

And 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 to the work to be performed or materials and/or equipment to be furnished thereunder or the Specifications accompanying the same, shall in anywise affect its obligations 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 three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the day of, 20\_\_\_\_.

By \_\_\_\_\_ By \_\_\_\_\_  
Surety

END OF DOCUMENT