

APPENDIX I
MAINTENANCE BOND

ISSUED IN THREE ORIGINAL COUNTERPARTS

COUNTERPART NO. _____

Bond No.: _____

Contract No.: _____

Approved: _____

Premium: INCLUDED IN THE
PREMIUM CHARGED FOR
THE PERFORMANCE BOND

MAINTENANCE BOND

WHEREAS, the City Council of the City of Coachella, State of California, hereinafter designated as "CITY" and _____ hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion and maintenance of certain designated public improvements, which said agreement, dated _____ and identified as Project No. _____, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of Coachella in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed. thereof made as therein provided, on his 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 City, its officers, agents; and employees, and therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect:

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety 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 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 agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on _____.

PRINCIPAL

SURETY

By: _____

By: _____

SIGNATURE(S) MUST BE NOTARIZED

Approved as to Form:

City Attorney