**ATTACHMENT A**

FORM OF PERFORMANCE BOND

PERFORMANCE BOND

Annual Form

Bond No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KNOW BY ALL THESE PRESENTS, that we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, authorized to do business in the State of California, as Surety, are held and firmly bound unto Central Contra Costa Solid Waste Authority, as Obligee, in the maximum penal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars, lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

Whereas, the Principal has entered, or is about to enter, into a written agreement with the Obligee entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for the purposes of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the Contract), which Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform its obligations as set forth in the Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, this Bond is subject to the following express conditions:

1. This Bond shall be effective for the definite period of March 1, 2027 to march 1, 2028 (annual period). This Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety’s decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right not to renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The Contract has a term ending \_\_\_\_\_\_\_\_\_\_\_\_ (“Contract Expiration Date”). Regardless of the number of years this Bond iss in force or the number of continuation certificates issued, this Bond shall not be extended beyond the Contract Expiration Date.
3. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
4. No action, suit or proceeding shall be brought against the Surety on this instrument unless such action, suit or proceeding is brought within one year from termination or expiration of this Bond. If the provisions of this paragraph are prohibited by law, the minimum period of limitation available to the Surety as a defense under applicable law shall apply.
5. Any notice made under this Bond shall be made in writing to the Surety at the following address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. If any conflict or inconsistency exists between the Surety’s obligations or undertakings as described in this Bond and as described in the Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_.

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_