



SUBCONTRACT PERFORMANCE BOND

Bond No. \_\_\_\_\_
Premium: \$ \_\_\_\_\_
Premium is for contract term and is subject to adjustment based on Final Contract Price.

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_ (hereinafter called the "Principal"), as Principal and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ (hereinafter called the "Surety"), as Surety are firmly bound unto Roel Construction Co., Inc., 3366 Kurtz Street, San Diego, CA 92110, ("Obligee"), in the sum of

Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Roel Construction Co., Inc. has been awarded a contract by \_\_\_\_\_ for \_\_\_\_\_

WHEREAS, The Principal has entered into a written Subcontract with Roel Construction Co., Inc. dated \_\_\_\_\_ to perform, as Subcontractor, certain portions of the work consisting of \_\_\_\_\_ which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Subcontract within the time provided therein and any extensions thereof that may be granted by Roel Construction Co., Inc., and during the life of any guaranty required under said Subcontract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless Roel Construction Co., Inc. and from any and all loss, damage, and expense, including costs and attorney's fees, which Roel Construction Co., Inc. may sustain by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission or other modification of the terms of the said Subcontract, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Surety) (Seal)
By: \_\_\_\_\_
ATTORNEY-IN-FACT

(Principal) (Seal)
By: \_\_\_\_\_

\* Note: Notary Acknowledgment for Attorney-In-Fact signing for Surety must be Attached.



# SUBCONTRACT PAYMENT BOND

Bond No. \_\_\_\_\_  
Premium: INCLUDED IN PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_ (hereinafter called the "Principal"), as Principal and

a corporation organized and existing under the laws of the State of \_\_\_\_\_ (hereinafter called the "Surety"), as Surety are firmly bound unto **Roel Construction Co., Inc.**, 3366 Kurtz Street, San Diego, CA 92110, ("Obligee"), in the sum of

Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Roel Construction Co., Inc. has been awarded a contract by \_\_\_\_\_ for \_\_\_\_\_

WHEREAS, The Principal has entered into a written Subcontract with Roel Construction Co., Inc. dated \_\_\_\_\_ to perform, as Subcontractor, certain portions of the work consisting of \_\_\_\_\_

\_\_\_\_\_ which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Subcontract and any and all modifications of said Subcontract that may hereafter be made, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission or other modification of the terms of the said Subcontract, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

The said Principal and the said Surety agree that this Bond shall insure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in said Subcontract, as well as **Roel Construction Co., Inc.** and that such persons may maintain independent actions upon this Bond in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Surety) (Seal)  
By: \_\_\_\_\_  
ATTORNEY-IN-FACT

\_\_\_\_\_  
(Principal) (Seal)  
By: \_\_\_\_\_

**\* Note: Notary Acknowledgment for Attorney-In-Fact signing for Surety must be Attached.**