

EXHIBIT 8 – REQUIRED FORMS OF CONTRACTOR PAYMENT AND PERFORMANCE BONDS

See attached.

DRAFT

PAYMENT BOND

Know All Persons by These Presents:

Bond No:

THAT WHEREAS, the City of Lincoln awarded to _____ (the "Contractor") a contract dated as of _____, 20__ (the "Contract") for the following work: [insert basic description of work].

AND WHEREAS, said Contractor is required by the Contract and the provisions of Chapter 5 (commencing with Section 9550) of Title 3, Part 6, Division 4, of the Civil Code, to furnish a bond in connection with said Contract, which Contract is incorporated herein by this reference;

NOW, THEREFORE, We, the undersigned Contractor and Surety are held and firmly bound unto the City of Lincoln, its successors and assigns in the sum of _____ **Dollars (\$_____)** for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Contractor, its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay for any materials, provisions, equipment or other supplies or teams, implements or machinery used in, upon, or for the performance of the work of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 5 (commencing with Section 9550) of Title 3, Part 6, Division 4, of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the Surety hereon will pay for the same in an amount not exceeding the sum specified in this bond; OTHERWISE, the above obligation shall be void.

In case suit is brought upon this bond, the Surety will pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party. This bond shall insure to the benefit of any and all persons, companies or corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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 thereunder or the specifications accompanying the same shall in any wise 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, we have hereunto set our hands and seals on this ____ day of _____, 20_____.

CONTRACTOR:

SURETY:

By: _____
Its: _____

By: _____
Its: _____

Address of Surety for Service of Notice and/or Process

Surety California Secretary of State Corporation Number: _____

Contractor Secretary of State Corporation Number: _____

NOTE: Signatures of Contractor and Surety must be notarized, and signature of surety must be accompanied by a duly authorized power of attorney if executing as attorney-in-fact.

BOND OF FAITHFUL PERFORMANCE

Know All Persons by These Presents:

Bond No:

THAT WHEREAS, the City of Lincoln awarded to _____ (the "Contractor") a contract dated as of _____, 20__ (the "Contract") for the following work: [insert basic description of work].

AND WHEREAS, the Contractor is required to furnish a bond in connection with the Contract guaranteeing the faithful performance thereof, which Contract is incorporated herein by this reference;

NOW, THEREFORE, We the undersigned Contractor and Surety, are held and firmly bound unto the City of Lincoln, in the sum of _____ **Dollars (\$_____)**, to be paid to the said City, its successors and assigns; for the payment of said sum in performance of said Contract, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly be these presents.

The condition of this obligation is such that if the Contractor, 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 agreements in the Contract and any alteration thereof made as therein provided, on its 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 City of Lincoln, its officers, agents and other parties to be indemnified under the Contract, as therein stipulated, then this obligation shall become and be null and void; OTHERWISE, it shall be and remain in full force and effect.

In case suit is brought upon this bond, the Surety shall pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

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 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 contract or to the work or to the specifications.

The attached "Dual Obligee Rider" is incorporated as part of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 20____.

CONTRACTOR:

SURETY:

By: _____
Its: _____

By: _____
Its: _____

Address of Surety for Service of Notice and/or Process

Surety California Secretary of State Corporation Number: _____

Contractor Secretary of State Corporation Number: _____

NOTE: Signatures of Contractor and Surety must be notarized, and signature of surety must be accompanied by a duly authorized power of attorney if executing as attorney-in-fact.

DUAL OBLIGEE RIDER

(To be attached to Performance Bond at time of issuance)

TO BE ATTACHED TO AND FORM PART OF Bond No. _____, dated concurrently with the execution of this Rider, by _____, as Surety, on behalf of _____, as Contractor, and in favor of the City of Lincoln ("Primary Obligee") and the County of Placer ("Additional Obligee"), as Obligees.

IT IS HEREBY UNDERSTOOD AND AGREED that the performance bond to which this is Rider is attached ("Bond") is hereby amended to include the following:

1. Notwithstanding anything contained in the Bond to the contrary, but subject to section 3 below, there shall be no liability on the part of the Surety under this Bond to the Obligees, or either of them, unless the Obligees, or either of them, shall make payments to the Principal, or to the Surety in case it arranges for completion of the Contract upon default of the Principal, as required under the Contract and this Rider, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth.

2. The Additional Obligee is an obligee of the Bond and shall have the right to enforce the Bond against the Surety. If the Additional Obligee notifies the Surety in writing that the Additional Obligee has taken the Contract by assignment, then the Primary Obligee's interest in the Bond will cease, the Surety will deal with the Additional Obligee rather than the Primary Obligee on all matters relating to this Bond, and the Surety will make any payments to the Additional Obligee rather than the Primary Obligee. No knowledge, acts or omissions of the Primary Obligee will be imputed to the Additional Obligee.

3. a. Prior to the Surety asserting any defense to enforcement of the Bond arising out of or related to the failure of the Primary Obligee to fulfill an obligation under the Contract, the Surety shall give written notice to the Additional Obligee of the alleged defense(s) and the underlying facts and circumstances supporting such alleged defense(s). Failure of the Surety to provide such written notice within twenty calendar days of the Additional Obligee's demand for Surety to perform under the Bond will constitute a waiver by the Surety of any defense to enforcement of the Bond by the Additional Obligee.

b. For purposes of this Bond, the Additional Obligee shall have the right to cure any alleged failures of the Primary Obligee to fulfill Primary Obligee's obligations under the Contract, with or without a reservation of rights to dispute the Surety's defense(s) to enforcement of this Bond. Provided the Additional Obligee has reasonably cured any material failure of the Primary Obligee to fulfill its obligations under the Contract, with or without a reservation of rights, the Surety will promptly proceed to fulfill the Surety's obligations under the Bond.

c. If the Additional Obligee reasonably cures any material failure of the Primary Obligee to fulfill its obligations under the Contract under a reservation of rights, then after the work required under the Contract has been completed in accordance with the Contract's requirements, the Additional Obligee may bring an action against the Surety to determine the validity of the Surety's defenses to the enforcement of the Bond alleged to the Additional Obligee and recover any damages allowed under law, subject to the overall penal sum of the Bond.

4. In no event shall the liability of the Surety to the Obligees, or either of them, in the aggregate, exceed the penal sum of the Bond.

5. Nothing contained in this Rider shall be held to change, alter or vary the terms of the attached Bond except as set forth hereinabove. In the event of a conflict between the Bond and this Rider, the parties agree that this Rider shall govern and control. All references to the Bond, either in the Bond or in this Rider, shall include and refer to the Bond as supplemented and amended by this Rider. Except as provided by this Rider, all other terms and conditions of the Bond remain in full force and effect.

This Rider may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and some instrument.

SIGNED, SEALED AND DATED this ____ day of _____, 20____.

CONTRACTOR:

SURETY:

Signature: _____

Signature: _____

Attorney-in-Fact

Name and Title: _____

NOTE: Signatures of Contractor and Surety must be notarized, and signature of surety must be accompanied by a duly authorized power of attorney if executing as attorney-in-fact.

Agreed to and accepted by:

PRIMARY OBLIGEE:

ADDITIONAL OBLIGEE:

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Notice Address:

The County of Placer
c/o Risk Management
145 Fulweiler Avenue Suite #100
Auburn CA 95603