

**FIGURE 20**  
**BOND FORMS**

**A. PERFORMANCE/WARRANTY BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT [Insert the legal name and address of Contractor for Developer] \_\_\_\_\_, as Principal, hereinafter called the "Contractor", and [insert the legal title of surety] \_\_\_\_\_, as surety, hereinafter called the "Surety", whose address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_, are held and firmly bound unto [Insert the legal name and address of the owner of the bond (Developer)] \_\_\_\_\_ and the City of Albuquerque, hereinafter called "City" as obliges, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Developer to construct [Insert project name and City Project Number]

\_\_\_\_\_ in accordance with drawings and specifications prepared by [name and title:] \_\_\_\_\_

\_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, the condition of the obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Developer.

Whenever the Contractor shall be, and is declared by Developer and/or the City to be in default under the Contract, the Developer having performed Developer's obligations there under; the Surety promptly:

1. Complete the Contract in accordance with its terms and conditions by paying the Developer or the City the full amount of the bond, or

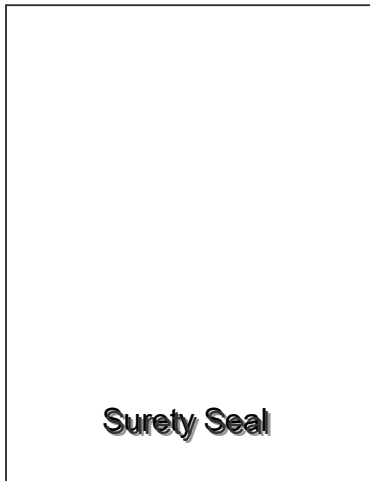
2. Obtain a bid or bids for submission to Developer and/or the City for completing the Contract in accordance with its terms and conditions, and, upon determination by Developer and/or the City and Surety, arrange for a contract between such bidder and Developer and/or the City, and make available as work progresses sufficient funds to pay the cost of completion, but not exceeding, including other costs, and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The Contractor shall guarantee any and all work performed under this bond against defective materials and workmanship, for a period of one (1) year following its completion and its acceptance by the City of Albuquerque.

The Contractor must be notified within one year of the completion and formal acceptance by the City and any suit under this bond must be instituted before the expiration of one (2) years from the date of formal acceptance by the City

Following the completion and formal acceptance by the City of Albuquerque of any and all work performed under this bond, the right of action with respect to the guarantee against defective materials and workmanship on this bond shall accrue to and for the City of Albuquerque, a municipal corporation.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



Name of Surety: \_\_\_\_\_

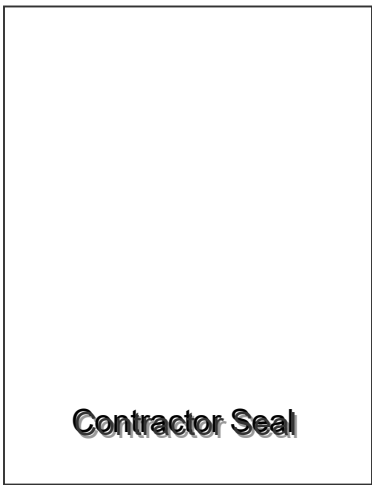
By: \_\_\_\_\_

Its [Title] \_\_\_\_\_

Local Agent of Surety: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_



Name of Principal (Contractor):

\_\_\_\_\_

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

Its [Title] \_\_\_\_\_

If contractor does not have a company seal, notarization of contractor signature is required.

CONTRACTOR'S NOTARY

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by [name(s) of person(s):] \_\_\_\_\_, [title or capacity, for instance, "President", "Member", "Partner", etc...:] \_\_\_\_\_ of [Contractor:] \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SURETY POWER OF ATTORNEY ATTACHED]

**B. LABOR AND MATERIAL PAYMENT BOND**

Note: This bond is issued simultaneously with the performance/warranty bond in favor of the owner/developer conditioned for the full and faithful performance of the contract.

KNOW ALL PERSONS BY THESE PRESENTS:

That [insert the legal name and address of contractor for Developer] \_\_\_\_\_ as principal, hereinafter called the "Contractor", and [insert the legal title of surety] \_\_\_\_\_, as surety, hereinafter called "Surety", whose address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_, are held and firmly bound unto [insert the legal name and address of the bond (Developer)] \_\_\_\_\_ and the City of Albuquerque, hereinafter called "City" as obliges, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement \_\_\_\_\_, 20\_\_\_\_, entered into contract with the Developer for [Insert project name and City Project Number] \_\_\_\_\_

in accordance with drawings and specifications prepared by [name and title:] \_\_\_\_\_

Which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the Developer and the City that every claimant, as herein defined, who has not been paid in full before the expiration of the period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant,

may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution hereon. The Developer or the City shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a.) Unless claimant, other than on having a direct contract with the Contractor, shall have given written notice to any two (2) of the following:

The Contractor, the Developer, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforementioned project is located, save that such service need not be made by an officer.

b.) After the expiration of two (2) years following the date of final settlement, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c.) Other than in a state court of competent jurisdiction as established by law.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of Surety:

\_\_\_\_\_

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

Its [Title] \_\_\_\_\_

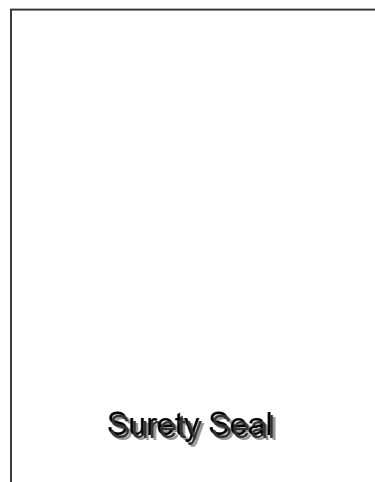
Local Agent of Surety:

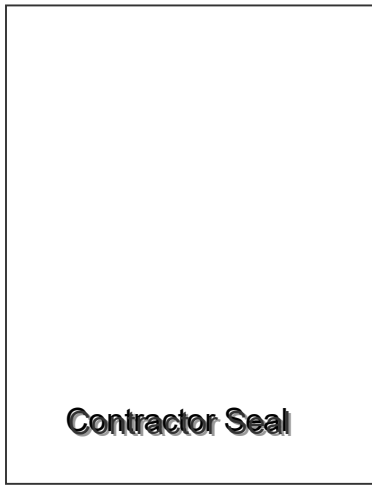
\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_





Name of Principal (Contractor):

\_\_\_\_\_

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

Its [Title] \_\_\_\_\_

If contractor does not have a company seal, notarization of contractor signature is required.

CONTRACTOR'S NOTARY

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_\_, by [name(s) of person(s):] \_\_\_\_\_,  
 [title or capacity, for instance, "President", "Member", "Partner", etc..:] \_\_\_\_\_  
 of [Contractor:] \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

[

SURETY POWER OF ATTORNEY ATTACHED]