

BIDDERS BOND

| Project No. | |
|-------------|--|
| | |

Know All Persons by These Presents:

THAT WE <Contractor> as Principal, and <Surety> as Surety, are held and firmly bound unto the Fresno's Chaffee Zoo Corporation hereinafter called the Zoo, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the said Zoo for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

IN NO CASE shall the liability of the Surety hereunder exceed the sum of 10% of Bid.

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned bid to the Zoo for certain construction specifically described as follows, for which bids are to be opened at 894 W. Belmont Avenue, Fresno, CA 93728 on April 23, 2018 at 1:30pm PST for Warthog Exhibit contract.

Project Description

In general, this project consists of but is not limited to; new CMU holdings building with metal siding and roofing, interior holdings pens, exterior holdings pens, public viewing areas, and exhibit area, all of this while attaining a mandated high quality product and authentic appearance requirements (similar to work in Chaffee Zoo's Africa Adventure with regards to faux rocks and mud banks around the perimeter of the exhibit, plantings, fencing, textured concrete pathways, and hiding non-natural elements from public view, etc.). The exhibit area will have additional features such as night lighting, and speakers to immerse visitors in the overall feeling and experience of visiting Africa.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to the principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Zoo, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void, otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit.

| IN WITNESS WHEREOF, We have hereunto set our hands and seals on this day of | | | |
|---|---------------------|--|---------|
| CONTRACTOR AS | Contractor Name: | | _ |
| PRINCIPAL | Contractor Address: | | _(SEAL) |
| | Ву: | | - |
| SURETY | Surety Name: | | _ |
| | Surety Address: | | _(SEAL) |
| | Ву: | | _ |
| Signatures executed in behalf of the Surety must be properly acknowledged. **Construction Mgmi | | | |

702.09A • 10/06