

1 EXHIBIT H

2 PROPOSAL BOND FORM

3
4 **(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety**
5 **company form.)**

6 KNOW ALL PERSONS BY THESE PRESENTS:

7 That the undersigned, _____, as Principal ("Principal"),

8 and _____, as Surety
9 ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and
10 authorized to do business as a surety in the State of California, are held and firmly bound unto the Sacramento
11 City Unified School District ("District") of Sacramento County, State of California, as Obligee, in an amount equal
12 to ten percent (10%) of the Base Bid plus alternates, in the sum of

13 _____ Dollars (\$ _____)

14 lawful money of the United States of America, for the payment of which sum well and truly to be ma

15 de, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
16 severally, firmly by these presents.

17 THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District
18 for all Work specifically described in the accompanying bid for the following project: 0108-461 New Ethel I. Baker
Elementary School ("Project" or "Contract").

19 NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the
20 Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written
21 contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful
22 performance and the other guaranteeing payment for labor and materials as required by law, and meets all other
23 conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully
24 reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the
25 Principal to enter into the written contract and to file the required performance and labor and material bonds, and
26 to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this
27 obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the
28 sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the
29 date of the District's Notice of Intent to Award to Principal.

30 Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition
31 to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications
32 accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of
33 any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the
34 work, or to the specifications.

35 In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all
36 costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

37 If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from
38 the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days
39 after the date of the bid opening.

1 IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on
2 the _____ day of _____, 20_ .

3 _____
4 Principal

5 _____
6 By

7 _____
8 Surety

9 _____
10 By

11 _____
12 Name of California Agent of Surety

13 _____
14 Address of California Agent of Surety

15 _____
16 Telephone Number of California Agent of Surety

17 **Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial**
18 **Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the**
19 **Surety to be an admitted Surety Insurer.**

20 END OF DOCUMENT

21
22