

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO
AND [Click here to enter text.](#)
FOR THE PROVISION OF [Click here to enter text.](#) **SERVICES**

BOND REQUIREMENTS

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Public Works Director or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price. The bond shall comply with the requirements of California Civil Code Section 9554 and must be issued by an “Admitted Surety Insurer.” For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by the County 35 days from the date of filing of the Notice of Completion. A sample bond forms is included on the following page.

SAMPLE PAYMENT BOND
(Sections 9000 et seq., Civil Code)

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor [Click here to enter text.](#), hereafter designated as the "Principal", a contract for the work described as follows:

[Click here to enter text.](#)

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of [Click here to enter text.](#) dollars (\$[Click here to enter text.](#)), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein 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 a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise 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 agreement or to the work or to the specifications.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel