

ADDENDUM #1



CONTRA COSTA COMMUNITY COLLEGE DISTRICT

D-1229 Student Union Building Gender Inclusive Restrooms

Date: November 20, 2023

NOTICE TO ALL CONTRACTORS

You are hereby notified of the following changes, clarifications and/or modifications to the original Contract Documents, Project Manual, Drawings, Specifications and/or previous Addenda. This Addendum shall supersede the original Contract Documents and previous Addenda wherein it contradicts the same, and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated **April 5, 2024**. Acknowledge receipt of this Addendum in space provided on the Bid Proposal Form. Failure to acknowledge may subject Bidder to disqualification.

DELETIONS, ADDITIONS, CHANGES, REVISIONS

- A. **Delete:** SECTION 00100-NOTICE INVITING BIDS – Remove the paragraph that reads “This project is subject to the terms and conditions of a Project Stabilization Agreement (PSA) executed between the Contra Costa Community College District and the Contra Costa County Building & Construction Trades Council ("Council") and its affiliated local signatory unions.” **This is not a PSA project.**
- B. **Add:** The following sections are missing and need to be added..
 - 1. **Section 00300 Bid Proposal Form**
 - 2. **Section 00350 Non-Collusion Affidavit**
 - 3. **Section 00400 Statement of Bidder Qualifications (for contractors not on CUPCAA list)**
 - 4. **Section 00450 Certificate of Site Visit**
 - 5. **Section 00500 Payment and Performance Bonds**
 - 6. **Section 00510 Notice of Award**

ADDENDUM #1

C. If you have any questions regarding this Addendum, please contact:

Ben Cayabyab
Contra Costa Community College District
500 Court St., Martinez, CA 94553
Email: bcayabyab@4cd.edu
Phone: 925-229-6956

All other terms and conditions of this BID are to remain the same.



Ben Cayabyab
Contracts Manager

END OF ADDENDUM #1

SECTION 00300

BID PROPOSAL FORM

PROJECT NUMBER / NAME: Student Union Building Gender Inclusive Restrooms

CAMPUS / LOCATION: Diablo Valley College, 321 Golf Club Rd, Pleasant Hill, CA 94523

DISTRICT: CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court St, Martinez, CA 94553

Herein Referred to as "District"

1. INTRODUCTION

- A. The Bidder proposes to perform the Work for the Contract Sum and within the proposed Contract Time, based upon an examination of the site and the Bid and Contract Documents.
- B. The Bidder certifies this Bid is submitted in good faith.
- C. The Bidder agrees that the Contract Sum and other proposed terms will be considered in evaluating Bids and may be negotiated and adjusted before awarding of Contract.
- D. The signed copy of the Certification of the Visit to the Site shall be attached to the Bid Form Submittal.
- E. A fully executed Statement of Bidder's Qualifications signed by an authorized officer of the Bidder submitting the Bid shall be attached to the Bid Form.
- F. A fully executed Non-Collusion Affidavit signed by an authorized officer of the Bidder submitting Bid shall be attached to the Bid Form.
- G. The District shall award the contract to the lowest responsive and responsible Bidder. The evaluation of the low bid shall be based on the total of Item 2.A Base Bid.**
- H. The District reserves the right to award the Additive/Deductive Alternates, if any, through change orders as budget allows within 30 calendar days after the Award of Contract.

2. CONTRACT SUM

A. BASE BID

For labor, materials, bonds, fixtures, equipment, tools, transportation, services, sales taxes, and other costs necessary to complete the general construction in accordance with the Contract Documents, for a stipulated Contract Sum in the amount of:

_____ Dollars (\$ _____)

3. COMPLETION TIME

- A.** For establishing the Date of Final Completion the contract time for the Base Bid shall be as indicated in Section 00600, Construction Agreement. This time may be subject to modification to facilitate the work, as mutually agreed upon at a later date.
- B.** The Bidder certifies that the Bid is based on the Contract Time for completion as stated in Section 00600, Construction Agreement. Bidder further certifies that the Base Bid amount is sufficient to cover all labor, materials, central office and construction site overhead, profit, and all other costs related to the completion of the Project for the entire Project construction time for both the General Contractor and all Subcontractors, as stated above in paragraphs 2 and 3.

4. ADDENDA

- A.** The Bidder acknowledges receipt of the following Addenda, and certifies the Bid has provided for all modifications and considerations required therein.

None []

Addendum No.: _____ dated _____

Addendum No.: _____ dated _____

Addendum No.: _____ dated _____

Addendum No.: _____ dated _____

Addendum No.: _____ dated _____

- B.** List of Additional Addenda Attached: Yes [] No. [].

5. DESIGNATION OF SUBCONTRACTORS

- A.** The Bidder has set forth a complete list indicating the type of work, name, and business address of each Subcontractor who will perform work in excess of one-half of one percent of the Contract Sum.
- B.** Any portion of the work in excess of the specified amount having no designated Subcontractor shall be performed by the Bidder.
- C.** Substitution of listed Subcontractors will not be permitted unless approved in advance by the District.
- D.** Prior to signing the Contract, the District reserves the right to reject any listed Subcontractor.

	Type of Work	Subcontractor's Name	Business Address/Phone	CSLB License # and DIR Registration #
1				
2				
3				

E. Complete list of Subcontractors is attached: Yes [] No []

F. Continuation list of Subcontractors is attached: Yes [] No []

6. ACCEPTANCE AND AWARD

A. The District reserves the right to reject this Bid and to negotiate changes before or after execution of the Contract. This Bid shall remain open and shall not be withdrawn for a period of 90 days after Bid Opening date.

B. If written notice of acceptance of this Bid is mailed or delivered to the Bidder within 90 days after the date set for the receipt of this Bid, or other time before it is withdrawn, the Bidder will execute and deliver to the District a Contract prepared by District with the required Surety Bonds and Certificates of Insurance, within 10 days after personal delivery or deposit in the mail of the notification of acceptance.

C. Notice of acceptance or request for additional information may be addressed to the Bidder at the address provided.

7. BID SECURITY

A. The required 10 percent (10%) Bid Security for this Bid is attached in the form of:

() Bid Bond Issued By: _____

() Certified or Cashier's Check No. _____

Issued by: _____

8. BIDDER'S BUSINESS INFORMATION

A. Individual []: _____

Personal Name: _____

Business Name: _____

Address: _____

_____ Zip Code: _____

Telephone: _____

Fax Number: _____

B. Partnership []: _____

Co-partners' Names: _____

Business Name: _____

Address: _____

_____ Zip Code: _____

Telephone: _____

Fax Number: _____

C. Corporation []: _____

Firm Name: _____

Address: _____

_____ Zip Code _____

Telephone: _____

Fax Number: _____

State of Incorporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

D. Power of Attorney: Name: _____

Title: _____

E. Contractor License No. _____ **State of** _____

F. Bidder is submitting this proposal on behalf of a Joint Venture. Names, license numbers, and relevant information are given on a separate attachment:
Yes [] No [].

G. Upon request, furnish appropriate documentation to substantiate and/or support the data given.

9. The undersigned hereby certifies under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this Bid and all the representations herein made are true and correct.

Executed this day of _____

CSLB License No

Expiration Date

DIR Registration No.

Firm Name

Signature

By (Print or Type Name)

Title

END OF SECTION 00300

SECTION 00350 - NONCOLLUSION AFFIDAVIT



Section 00350

NONCOLLUSION AFFIDAVIT

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California

County of Contra Costa

_____, being first duly sworn, deposes and says that he or she is of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ Signature: _____

State of California
County of Contra Costa

On _____, before me, _____, Notary Public personally appeared

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Date: _____ Signature: _____

END OF SECTION 00350

SECTION 00400 - STATEMENT OF BIDDER'S QUALIFICATIONS

Contra Costa Community College District (District), in accordance with Public Contract Code Section 20651.5, requires each prospective bidder for a contract, as described under Section 20651, to complete and submit to the District a standardized questionnaire and financial statement in a form specified by the District, including a complete statement of the prospective bidder's financial ability and experience in performing public works. The questionnaire and financial statement shall be verified under oath by the bidder in the manner in which civil pleadings in civil actions are verified. The questionnaire responses of prospective bidders and their financial statements shall not be deemed public records and shall not be open to public inspection. All information requested must be provided and be current as of the date of the Bid.

I, _____ being first duly sworn, depose and say:
(Name)

I am the _____ of _____
(Title) (Company / Entity)

Firm Name: _____ Check One: Corporation
(as it appears on license) Partnership
 Sole Proprietor
 Joint Venture

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Email: _____ Tax ID No.: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s): (California State License Board Classification)

For Bidders That Are Corporations:

- 1a. Date incorporated : _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation’s stock.

Name	Position	Years with Company	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Firm	Dates of Person’s Participation with Firm

For Bidders That Are Partnerships:

1a. Date of formation: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Partnership	% Ownership

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Bidders That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Tax ID number of company owner _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Bidders That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of Firm	% Ownership of Joint Venture

For All Bidders

2. Has there been any change in ownership of the firm at any time during the last five years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
 Yes No
If "yes," explain on a separate signed page (referring to this question).
3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
 Yes No
If "yes," explain on a separate signed page (referring to this question).
4. Are any corporate officers, partners or owners connected to any other construction firms?
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.
 Yes No
If "yes," explain on a separate signed page (referring to this question).
5. **List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:**

If more space is needed add a separate signed page (referring to this question).
6. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

If more space is needed add a separate signed page (referring to this question).
7. Has your firm changed names or license number in the past five (5) years?
 Yes No
If "yes," explain on a separate signed page, including the reason for the change, and all former names under which the firm has conducted business.
8. Has any owner, partner or (for corporations) officer of your firm operated another construction firm under any other name in the last five (5) years?
 Yes No
If "yes," explain on a separate signed page (referring to this question), including the reason for the change.

9. Have you attached your latest copy of a REVIEWED OR AUDITED financial statement with accompanying notes and supplemental information?
 Yes No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

10. Is the attached Financial Statement for the identical organization of the Bidder?
 Yes No
If "no", explain the relationship and financial responsibility of the organization whose financial statement of provided (i.e., parent/subsidiary, etc.)

If more space is needed add a separate signed page (referring to this question).

11. Contractor possesses a VALID AND CURRENT California Contractor's license for the project or projects for which it intends to submit a bid.
 Yes No

12. List the categories of work your firm typically performs with its own forces, and check the adjacent boxes of those categories of work that will be self-performed on this project

<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

13. On a separate signed page (referring to this question), list all construction projects your organization has in progress and for each project listed, state; (i) a general description of the work performed or to be performed by your organization; (ii) the owner's name, name of the owner's representative, the owner's address and telephone number; (iii) the project architect, address and telephone number; (iv) percent presently completed and (v) the scheduled completion date.

14. On a separate signed page (referring to this question), list all construction projects completed by your organization in the past three years, and for each project, state: (i) a general description of the work performed by your organization on the project; (ii) the owner's name, name of the owner's representative, the owner's address and telephone number; (iii) the initial and final contract amount; (iv) the initial and final dates of completion; and (v) whether the project was completed within contract time and contract budget.

15. Has a claim or other demand ever been made against your organization's California Contractors License Bond?
 Yes No
If yes, on a separate signed page (referring to this question), state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.
16. Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board (CSLB)?
 Yes No
If yes, on a separate signed page (referring to this question), state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.
17. Have any lawsuits or other proceedings ever been brought against your organization or any of its principals or officers in connection with any construction contract or construction project?
 Yes No
If "yes," on a separate signed page (referring to this question) describe the circumstances, the amount or relief sought and the disposition of each such lawsuit or other proceeding.
18. Has your organization ever filed a lawsuit or initiated other proceedings in connection with any construction contract or construction project?
 Yes No
If "yes," on a separate signed page (referring to this question) describe the circumstances, the amount or relief sought and the disposition of each such lawsuit or other proceeding.
19. Are there any judgments, orders or arbitration awards pending, outstanding or by which your organization or any of its officers or principals are bound by?
 Yes No
If "yes," on a separate signed page (referring to this question) describe each such judgment, order or arbitration award and the present status of the satisfaction or discharge thereof.
20. Has any California State License Board (CSLB) license held by your firm, or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended or revoked within the last five (5) years?
 Yes No
21. Has your organization ever failed to complete a construction contract?
 Yes No
If "yes," on a separate signed page (referring to this question) state the following; (i) describe each such contract; (ii) the owner's name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the failure to complete.

22. Has your organization ever been declared in default of a construction contract?
 Yes No
If "yes," on a separate signed page (referring to this question) state the following: (i) describe each such contract; (ii) the owner's name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the declaration of default.
23. Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond or Labor and Material Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid or proposal on a construction contract?
 Yes No
If "yes," on a separate signed page (referring to this question) state the following: (i) state the name, address and telephone number of each such claimant; (ii) the date of the claim; and (iii) the disposition thereof.
24. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
 Yes No
25. At any time during the last five (5) years, has your firm, or any of its owners, officers, or partners been convicted of a crime involving the awarding of a contract of a government or Public construction project, or the bidding or performance of a government or Public contract?
 Yes No
26. Has your firm or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state, or local law related to bidding, awarding, or performance of any construction contract?
 Yes No
27. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity in any way related to any construction contract?
 Yes No
28. Is your firm CURRENTLY the debtor in a bankruptcy case?
 Yes No
29. In the last twelve (12) months has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position.
 Yes No
If YES, on a separate signed page (referring to this question) state the following: (i) describe each such project; (ii) the owner's name, address and telephone number; (iii) the circumstances and specific reason given for being prevented from bidding on or completing the project.

30. Has your organization ever refused to sign a contract awarded to it?
 Yes No
If YES, on a separate signed page (referring to this question) state the following: (i) describe each such contract; (ii) the owner's name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the refusal to sign the contract.
31. In the last twelve (12) months has your firm been denied an award of a public works contract based on a finding by a public agency that your company was NOT a responsible bidder?
 Yes No
If YES, on a separate signed page (referring to this question) state the following: (i) describe each such contract; (ii) the owner's name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the determination.
32. Contractor has CURRENT workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No
 Contractor is exempt from this requirement, because it has no employees
33. Within the last two (2) years has there ever been a period when your firm had employees but was without Workers' Compensation insurance or state-approved self-insurance?
 Yes No
34. Attach to this statement true and correct copies of the following:
- 34.1 Your organization's California Contractor's License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date; and (iii) the classification(s) of licensure).
- 34.2 The Contractor's License Bond posted by your organization in connection with your organization's California Contractor's License pursuant to California Business & Professions Code 7071.5 and 7071.6 (the copy must clearly and legibly show; (i) the Bond number or other information sufficient for identification; (ii) the name, address and telephone number of the Surety on the Bond; (iii) the signature of the individual executing the Bond on behalf of the Surety and if such individual's authority is conferred by a power of attorney or by such individual's authority is conferred by a power of attorney or by such individual's designation as an attorney in fact on behalf of the Surety, include a clear and legible copy of such power of attorney or attorney in fact designation; (iv) the principal on such Bond; and (v) the expiration date of such Bond).
- 34.3 If your organization's California Contractor's License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer of your organization, the Qualifier's Bond, if required pursuant to California business & Professions Code 7071.9 (the copy must clearly and legibly show; (i) the bond number or other information sufficient for identification; (ii) the name, address and telephone number of the Surety on the Bond; (iii) the signature of the individual executing the Bond on behalf of the Surety and if such individual's authority is conferred by a power of attorney or by such individual's designation as an attorney in fact on behalf of the Surety, include a clear and legible copy of such power of attorney or attorney in fact designation; (iv) the principal on such Bond; and (v) the expiration date of such Bond).

SECTION 00450 - CERTIFICATION OF SITE VISIT

The Governing Board of the
Contra Costa Community College District
500 Court Street
Martinez, CA 94553

Gentlemen/Ladies:

I visited the **DVC Student Union Building** sites,

on _____ at _____

to inspect the proposed work, which would be turned over to me in its present condition, with a representative of the Contra Costa Community College District in order to acquaint myself with the proposed work so that I might fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract, and acknowledge I had the opportunity to check the Record Drawing as-built drawings and/or previous Contract Documents, site conditions and Bid Documents with the authorized representative of the District.

Owner Representative:

Construction Manager – _____ Date

or

District Project Manager – Buildings & Grounds _____ Date

Bidder:

Name of Firm or Company

Authorized Signatory

Address

Phone Number _____ Fax Number

CONTRA COSTA COMMUNITY COLLEGE DISTRICT
DVC - STUDENT UNION BUILDING
GENDER INCLUSIVE RESTROOM

75-24104-00
JANUARY 11, 2024
Addendum #1

NOTE: Any bidder who fails to return this CERTIFICATION, fully executed, including signature of company representative AND a Contra Costa Community College District representative, with the proposal form, may have their bid rejected as non-responsive.

END OF SECTION 00450

SECTION 00500 - PAYMENT AND PERFORMANCE BONDS

**PAYMENT BOND
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Contra Costa Community College District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Contra Costa Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions

precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

On _____ before me, _____,
(insert name and title of the officer)

a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Contra Costa Community College District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Contra Costa Community College District in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount 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 the bounded Contractor, his or her 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 said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Contractor and Surety shall remain responsible and liable for all patent and latent defects that arise out of or are related to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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, including reasonable attorneys' fees to be fixed by the Court.

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

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

END OF SECTION 00500

SECTION 00510 - NOTICE OF AWARD

DATE: _____

TO: _____

ADDRESS: _____

PROJECT: _____

The Contract Sum of your contract is _____ Dollars, (\$_____).

You must comply with the following conditions within **ten (10)** calendar days of the date of this Notice of Award, that is, by_____.

1. You must deliver to the District two fully executed counterparts of Section 00600, "Construction Agreement."
2. You must deliver to the District the "Contract Performance Bond," and "Payment Bond," executed by you and your surety, which are included in Section 00500.
3. You must deliver to District the insurance certificates required in Section 00700, for insurance required in Section 00600, Construction Agreement.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited. Within **ten (10)** calendar days after you comply with these conditions, the District will return to you one fully signed counterpart of the Construction Agreement.

Contra Costa Community College District

By: _____

Title: _____

END OF SECTION 00510