



*pathways to success*

**BID SECURITY FORMS**  
(Contract Bond Requirements)

1.1 The Bid Security Form to be used for this project:

**BID BOND FORM, CCCCD (Rev. 8.11.2014) Attached / Supplied**  
**or**  
**AIA Bid Bond Forms (Latest Edition)**

1.2 The Bid Security Form shall be considered part of this Project Manual as if bound herein.

1.3 The Performance and Payment Bonds form to be used for this project:

**PAYMENT & PERFORMANCE BOND FORM, CCCCD (Rev. 8.11.2014) Attached / Supplied**

1.4 The Performance and Payment Bonds form shall be considered part of this Project Manual as if bound herein.

1.5 A copy of the Performance and Payment Bonds form is available for examination during regular business hours at the offices of the Owner, 500 Court Street, Martinez, CA 94553. Copies are supplied by Owner for this specific project. Contact: Jovan Esprit, Phone: 925-229-6959; Email: [jesprit@4cd.edu](mailto:jesprit@4cd.edu) .

**END OF DOCUMENT**

**BID SECURITY FORM**  
**Pursuant to PCC Section 20651(b)**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

\_\_\_\_\_ (hereafter called "Principal"),

and \_\_\_\_\_ (hereafter called "Surety"),

are hereby held and firmly bound unto **CONTRA COSTA COMMUNITY COLLEGE DISTRICT** (hereafter called "Owner") in the sum of

\_\_\_\_\_

(\$ \_\_\_\_\_) representing 10% of the Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, in the Year \_\_\_\_\_

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of **D-642 SOFTBALL BLEACHERS – Increment 1 (Site Work & Press Box)**.

**NOW, THEREFORE,**

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within ten (10) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys' fees to be fixed by the court.

**IN WITNESS WHEREOF**, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

**PRINCIPAL:**

\_\_\_\_\_  
\_\_\_\_\_

**ATTEST:** (if individual, two witnesses are required)

By: \_\_\_\_\_  
Name / Title

By: \_\_\_\_\_  
Name / Title

**ATTEST:** (if corporation)

**(CORPORATE SEAL)**

By: \_\_\_\_\_  
Name / Title

**SURETY:**

\_\_\_\_\_  
\_\_\_\_\_

**ATTEST:** (if individual, two witnesses are required)

By: \_\_\_\_\_  
Name / Title

By: \_\_\_\_\_  
Name / Title

**ATTEST:** (if corporation)

**(CORPORATE SEAL)**

By: \_\_\_\_\_  
Name / Title

**IMPORTANT:**

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, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

**THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of agent or representative for service of process in California if different from above)

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(Telephone Number of Surety and agent or representative for service of process in California)

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**PAYMENT BOND**  
(California Civil Code, Sections 9550-9566)

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 "CONTRACTOR"), an agreement for the work described as follows:

**D642 SOFTBALL BLEACHERS – INCREMENT 1 (SITEWORK & PRESS BOX)**

(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 CONTRA COSTA COMMUNITY COLLEGE DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop payment 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 Section 9550 et. seq.

This bond shall inure to the benefit of any person named in California 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 DISTRICT 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 Section 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







**CONTRACT PERFORMANCE BOND  
(Pursuant to PCC 10224)**

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 "CONTRACTOR"), an agreement for the work described as follows:

**D642 SOFTBALL BLEACHERS – INCREMENT 1 (SITEWORK & PRESS BOX)**

(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 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.

For value received, the Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed

thereunder, or the Specifications accompanying the same shall in any way 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 Contract, or to the work, or to the Specifications.

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

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 DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT 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).

**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 this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the (Surety) and acknowledged to me that he subscribed the name of the (Surety) thereto and his own name as Attorney-in-Fact.

(SEAL)

\_\_\_\_\_  
Notary Public in and for said State

Commission expires: \_\_\_\_\_

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