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: DVC TENNIS COURTS RESURFACING PROJECT (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
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.