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: PROP 39 – LMC PARKING LOT POLE LIGHTING (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    )
COUNTY OF    ) ss.

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.

__________________________________________
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.