

PERFORMANCE BOND & PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL BY THESE PRESENTS:

THAT WHEREAS, the Marin Community College District ("District") by action of the District's Board of Trustees on _____, 20__ awarded a contract for a work of improvement known as:

Marin Community College District Project No. _____

[_____]

to: _____,

hereinafter designated as the "Principal."

WHEREAS, said Principal is required under the terms of said contract to furnish: (1) a bond for the faithful performance of said contract; and (2) a separate bond for the payment of 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;

NOW, THEREFORE, we the Principal and

_____ as Surety, are firmly bound unto the Marin Community College District in the penal sum of

(PERFORMANCE BOND)

(PAYMENT BOND)

_____ and _____

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond and an equal and separate penal sum for a separate payment bond, each of which shall be in a penal sum not less than 100% of the consideration to be paid by the District to the Principal for its performance under the contract referenced herein. The condition of this obligation is such that if the said principal does well and faithfully performs all the terms, conditions and covenants of said contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its 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 the said contract, including the provisions for liquidated damages in the said contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, and save harmless the Marin Community College District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

(PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, its heirs, executors, administrators, successors or assigns, or its subcontractor or subcontractors, shall fail to pay (i) any of the persons named in California Civil Code Section 9100 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 performed under the contract; or (ii) amounts due the California Unemployment Insurance Code with respect to such work or labor performed under the contract; or (iii) any amounts required to be deducted, withheld, and paid over to the state of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, then the Surety of this bond will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void. In the event that suit is brought upon this payment bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This payment bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this bond.

PERFORMANCE BOND AND PAYMENT BOND

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, modification, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same and no inadvertent overpayment of progress payments shall in any way affect its obligations on this performance bond or payment bond, and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the terms of the contract or to the work or to the specifications or of any inadvertent overpayment of progress payments.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By: _____

Surety

By: _____

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.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

PERFORMANCE BOND & PAYMENT (LABOR AND MATERIAL) BOND RIDER FORM

RIDER

Attached to and forming part of the Payment and Performance Bonds Number _____

Effective Date: _____

On behalf: _____

In favor of: Marin Community College District Project No. _____

And in the amount of: \$ _____

It is understood and agreed that effective _____ the Bond amount for each bond as it appears on the original bond is being changed:

From: \$ _____

To: \$ _____

All other conditions and terms remain as originally written.

Signed, Sealed, and Dated: _____

PRINCIPAL

By: _____

SURETY

By: _____

The above endorsement is hereby agreed to and accepted:

MARIN COMMUNITY COLLEGE DISTRICT

By: _____