

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto THE MARIN COMMUNITY COLLEGE DISTRICT, hereinafter called THE DISTRICT, in the sum of 10% of the Lump Sum Base Proposal amount for payment of which in lawful money of the United States, 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 THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Proposal for the work described as follows:

Phase 1 – Design and Preconstruction Services, as defined in section 5.10 of the RFP.

Phase 2 – Construction Services, as defined in section 5.11 of the RFP.

NOW, THEREFORE, if Principal shall not withdraw said Proposal by June 15, 2017 (“Board Submittal Deadline”), and, if selected as the apparent lowest responsible Proposer, Principal shall, within the time period specified in the Proposal Documents, do the following:

1. Enter into a written agreement, in the prescribed form, in accordance with the Proposal;
2. File two bonds with THE DISTRICT, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Request for Proposal Documents; and
3. Furnish certificates of insurance and all other items as required by the Request for Proposal Documents.

In the event of the withdrawal of said Proposal within the time period specified above, or the disqualification of said Proposal due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Proposal Documents, if Principal shall pay to THE DISTRICT an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Proposal and such larger amount for which THE DISTRICT procure the required work covered by said Proposal, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE DISTRICT, Surety shall pay reasonable attorneys’ fees and costs incurred by THE DISTRICT in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Notary acknowledgment for Surety and Surety’s Power of Attorney must be attached.