BID SECURITY FORM

(Bid Bond)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____________________________ as Principal (“Principal”),
and _____________________________ as Surety (“Surety”),
a corporation organized and existing under and by virtue of the laws of the State of __________
and authorized to do business as a surety in the State of California, are held and firmly bound
unto the County of Alameda, State of California as Obligee, in the sum of
___________________________ ($ ___________)

lawful money of the United States of America, for the payment of which sum well and truly to
be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted
a bid to County for all Work specifically described in the accompanying bid;

Now, therefore, if the Principal is awarded the Contract and, within the time and manner required
under the Contract Documents, after the prescribed forms are presented to Principal for
signature, enters into a written contract, in the prescribed form in accordance with the bid, and
files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for
labor and materials as required by law, and meets all other conditions to the contract between the
Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save
harmless the Obligee from any damage sustained by the Obligee through failure of the Principal
to enter into the written contract and to file the required performance and labor and material
bonds, and to meet all other conditions to the Contract between the Principal and the Obligee
becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain
in full force and effect. The full payment of the sum stated above shall be due immediately if
Principal fails to execute the Contract within seven (7) days of the date of the County's Notice of
Award to Principal.

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 to the work to be
performed thereunder, or the specifications accompanying the same, shall in any way 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 the Contract or the call for bids, or to the work, or to
the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the County awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the ______ day of __________________________, 20_____.

(Affix Corporate Seal)

______________________________
Principal

______________________________
By

(Affix Corporate Seal)

______________________________
Surety

______________________________
By

______________________________
Name of California Agent of Surety

______________________________
Address of California Agent of Surety

______________________________
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT