

AGREEMENT FOR STUDDNT TRANSPORTATION SERVICES

This Agreement for Student Transportation Services (“Agreement”) delineates the contract between the Silicon Valley Joint Powers Transportation Agency (“Agency”), a joint powers entity, and _____ (Contractor”) (collectively “Parties”).

1. Scope of Services. Contractor shall furnish services described below (“Services”):

As further described in Exhibit A, Contractor shall supply and maintain school buses and full-size vans (together, “vehicles”) in quantity and capacity and personnel, as required to transport special education students and other persons designated by the Agency safely between school and a point reasonably close to the students’ homes as specified by the Agency. Such transportation shall be provided for each and every day that school is convened and in accordance with routes and schedules.

The Agency reserves the right to change school hours, adjust starting times, increase or decrease service and to make periodic increases or decreases in the number and type of vehicles required.

2. Term.

This agreement shall commence on July 1, 2022 and shall terminate on August 30, 2023. This agreement may be extended by mutual written agreement for additional periods totaling up to three (3) years, subject to the terms and conditions as set form this Agreement.

3. Contract Documents

This agreement incorporates by reference the following Contract Documents attached hereto. Contract, by executing this Agreement, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

- | | |
|---|---|
| <input type="checkbox"/> Notice to Bidders | <input type="checkbox"/> Criminal Background Investigation/ |
| <input type="checkbox"/> Instruction to Bidders | <input type="checkbox"/> Fingerprinting Certification |
| <input type="checkbox"/> Bid Form and Proposal | <input type="checkbox"/> Insurance Certificates and |
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Endorsements |
| <input type="checkbox"/> Bidder Information and Form | <input type="checkbox"/> Performance Bond |
| <input type="checkbox"/> Bidder’s Statement Regarding | <input type="checkbox"/> Exhibit “A” (“Scope of Services”) |
| <input type="checkbox"/> Insurance Coverage | |
| <input type="checkbox"/> Workers Compensation | _____ |
| <input type="checkbox"/> Certification | (Other) |
| | _____ |
| | (Other) |

4. Compensation.

The Agency agrees to pay the Contractor for services rendered pursuant to the Agreement according to the rates and payment terms set forth herein, and as may be adjusted from time to time as provide herein. The Agency shall not be liable to Contractor for any costs or expenses incurred by Contractor in performing pursuant to this Agreement.

5. Payment.

Payment shall be made of all undisputed amounts in installment payments within thirty (30) days after the Contractor submits the "Monthly Schedule Billing Summary" to the Agency for services actually performed. The form of summary will be prepared jointly between the Agency and the Contractor.

5.1 The Agency has the right to withhold payment when, in the sole opinion of the Agency, the following has occurred and has not been cured within seven (7) days of written notification.

5.1.1. Contractor's performance of the Services, in whole or in part, has not been carried out or is insufficiently documented.

5.1.2. Contractor has neglected to, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work or records.

6. Billing.

Monthly billings to the Agency shall set forth the charges for each of the following categories:

6.1. Basic monthly charges.

6.2. Charge for transportation on "other services" as defined in Exhibit A.

6.3. Charges for vehicle aides.

7. Liquidated Damages.

Contractor agrees that if the Services are not provided as specified herein, and/or pursuant to the schedule developed pursuant to provisions of the Agreement, it is understood, acknowledged, and agreed that the Agency will suffer damage which is not capable of being calculated. Contractor shall pay to the Agency, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred and no/100 Dollars (\$100.00) per child per day for each and every day's delay in providing the Services. If the liquidated damages are not paid, the Agency may, in addition to its other remedies, deduct the same from any

money due or to become due to Contractor under this Agreement. However, in the event that the Agreement is terminated due to Contractor's default, any damages resulting from said default may be recovered in addition thereto.

8. Independent Contractor.

The Parties intend that the Contractor, in performing specified services pursuant to the Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing his/her work and the manner in which it is performed, the Agency being interested only in the result obtained. Contractor understands and agrees that he/she shall not be considered an agent, employee, partner, or joint venture of the Agency and is not entitled to any benefits of any kind or nature normally provided to employees of the Agency and/or to which Agency employees are normally entitled, including but not limited to State Unemployment Compensation or Worker's Compensation or participation in any pension plans, bonus, stock, or similar benefits. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes.

9. Employment with Public Agency.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

10. Standard of Care.

Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of agency. Contractor's services will be performed in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts. Contractor shall be responsible for performing the services under this Agreement in a safe, skillful, professional manner. All services shall be performed at Contractor's risk.

11. Safety and Security.

Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the Agency and its member districts the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

12. Confidentiality.

Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of the Contract and specifically includes all student, parent, and disciplinary information.

13. Compliance with Laws.

Contractor shall observe and comply with all rules and regulations of the governing board of the Agency and all federal, state and local laws, ordinances and regulations. Vehicle equipment and services covered by this Agreement must comply with all applicable laws, ordinances and other legal requirements, including but not limited to federal and California laws, rules and regulations governing the operation of transportation vehicles, the pertinent provisions of the California Vehicles Code, Administration Code, pertinent provisions of the California Highway Patrol and Motor Vehicles rules and regulations, and the policies and regulations of the Silicon Valley Joint Powers Transportation Agency and its member districts.

14. Anti-Discrimination.

It is the policy of the Agency and its member districts that in connection with all work performed under contracts that there is no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

15. Certifications/Permits/Licenses.

Contractor shall secure and maintain in force such certifications, permits and licenses as are required by law in connection with the furnishings of services pursuant to this Agreement.

16. Notice.

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Silicon Valley Joint Powers Agency:
Attn: _____
1889 Lawrence Road
Santa Clara, CA. 95051
FAX (408)522-2263

Contractor: _____
Attn: _____
Address: _____

FAX _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

17. Indemnification.

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the Agency, it's member districts, their agents, representatives, officers, consultant, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of , connected with, or resulting from the performance of the Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The Agency shall have the right to accept or reject any legal representation that Contractor proposes to defend the Agency.

18. Performance Bond.

Contractor shall not commence Services until it has provided to the Agency, in a form acceptable to the Agency, a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the Agency.

19. Insurance.

19.1 The contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, and Medical Payments	
Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

Automobile Liability Insurance – Any Auto, including Bodily Injury and Property Damage, and endorsement for Changes in Business Auto and Truckers Coverage Combined single limit per accident	\$10,000,000.00
Workers Compensation	Statutory Limits
Employer’s Liability	\$1,000,000.00

19.1.1 Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the Agency, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (ISO Form CG 001 or GL 002 and GL 0404, and CA 0001 and CA 0029, or forms substantially similar, if approved by the Agency)

19.1.2 Workers’ Compensation and Employers’ Liability Insurance.

Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

19.2 Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificated indicating the required coverage have been delivered in duplicate to the Agency and approved by the Agency. Certificates and insurance policies shall include the following:

19.2.1 A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Agency, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice”

19.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

19.2.3 An endorsement stating that the Agency and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. An endorsement shall also state that Contractor's Insurance policies shall be primary to any insurance or self-insurance maintained by Agency. An endorsement shall also state that there shall be a waiver of any subrogation.

19.2.4 All policies except the Workers' Compensation Insurance and Employers' Liability Insurance Policies shall be written on an occurrence form.

19.3 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Agency.

19.4 Contractor shall not commence Services until it has provided to the Agency, in a form acceptable to the Agency, certificates and endorsements effecting coverage required by this Agreement signed by a person authorized by the insurer to bind coverage on its behalf.

20. Force Majeure.

Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the Agency, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

21. Termination.

Should Contractor fail to comply with any of the terms or conditions set forth in this Agreement, or should the Agency determine that Contractor is in any other way unfit, unqualified, or unable to perform the Services under this Agreement, then the Agency shall have the right to terminate this Contract by providing written notice of cancellation to the Contractor within thirty (30) days of the termination of Services. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the Agency by reason of the Contractor's failure to perform and complete the Agreement. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. This termination may be due to the availability of fiscal resources. If funds have not been appropriated or allocated

for further periodic payments under this Agreement, then the Agency will not be obligated to pay the balance remaining beyond the fiscal period for which funds have been appropriated or allocated. Contractor shall not receive damages for termination for non-funding.

22. Disputes.

In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by mediation of mutually agreeable. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of any dispute, Contractor agrees it will neither rescind the Agreement nor stop the Services.

23. Other Contracts

The Agency retains the right to contract separately with other vendors for other transportation services.

24. Limitation of Agency Liability.

Agency's financial obligations under this Agreement shall be limited to the payment of the compensation provided under this Agreement. Notwithstanding any other provision of the Agreement, in no event shall Agency be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. Assignment of Contract:

Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the Agency.

26. Binding Contract:

This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

27. No Rights In Third Parties.

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

28. California Law.

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Santa Clara County, California.

29. Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

30. Waiver.

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. Captions and Interpretations.

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

32. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

33. Severability.

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

34. Integration/Entire Agreement of Parties.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the governing board of

the Silicon Valley Joint Powers Transportation Agency. Services shall not be rendered until Agreement is approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below:

Silicon Valley Joint Powers Transportation Agency

Contractor: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

BIDDER INFORMATION

A. CONTRACTOR'S INFORMATION

Firm name: _____

Address: _____

Telephone: _____

Fax: _____

Mobile telephone: _____

E-mail: _____

By: _____
(Name of individual completing statement)

Date: _____

B. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS

1. For Firms that are Corporations:

a. Date Incorporated: _____

b. Under the laws of what state: _____

c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10% of the corporation's stock.

Name	Position	Years with Co.	% Ownership

2. For Firms that are Partnerships:

a. Date of formation: _____

b. Under the laws of what state: _____

c. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

Name	Position	Years with Co.	% Ownership

3. For Firms that are Sole Proprietorships:

a. Date of commencement of business: _____

4. For Firms that intend to bid as a Joint Venture:

- a. Date of commencement of joint venture: _____
- b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects. Attach all additional references and/or information on separate signed sheets.

Name of Firm	% of Ownership of Joint Venture

Attach all additional references and/or information on separate signed sheets.

C. HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE

1. How long have you been engaged in the student transportation business under your present business name? _____

2. Are you currently providing, or have you ever provided, transportation services for special education students?

Yes _____ No _____

If "yes", how many years? _____

3. Have you contracted to provide special education student transportation for any school district or County Office of Education in the State of California?

Yes _____ No _____

If "yes", please provide the following:

a. Name and location of the school district/County Office of Education:

b. Name and phone number of contact person:

c. Number of students transported daily:

d. Number of buses in operation daily:

- e. Beginning and end dates of contract:
- f. Was the contract(s) cancelled for any reason? Why?

MANAGEMENT AND ADVISORY PERSONNEL

- 4. Please provide the name and title of the company executives.
- 5. Provide the name, title, tenure with your firm, related experience, and brief description of responsibilities for Management Personnel.
- 6. Provide the name, title, tenure with your firm, related experience, and brief description of responsibilities for personnel who would be directly involved with the daily operations of this Agreement.

DRIVERS

- 7. State the number of school bus drivers now in your regular employment:
Regular: _____ Van drivers: _____
- 8. Describe the procedures used in your driver selection process, including recruitment, checking references and driver testing.
- 9. Describe your school bus driver training program.
- 10. Describe your safety program for school bus drivers, including number of annually scheduled safety meetings, name/title/experience of person(s) responsible, school bus accident rate for preventable and non-preventable accidents per thousand miles of operations.
- 11. Have any of your drivers been involved in accidents involving injuries or death in the last 5 years?
Yes _____ No _____

If "yes", please explain.

VEHICLE INFORMATION

- 12. Describe the types of buses that will be provided, including the make of chassis, make of body, model, type, and year of manufacture.

13. Describe your program and schedule for preventative maintenance and repair of school buses, including location of maintenance facilities, name/title/experience of personnel responsible for management of the facilities, method of evaluating road failures or vehicle breakdowns and procedures to reduce repetitive failures, and name/title/experience of personnel who will service and repair the school buses.
14. Attach copies of Safety Compliance reports (California Highway Patrol Form 343 or equivalent/current form) for each terminal that you operate in California.
15. Have any of your buses been involved in accidents involving injuries or death in the last 5 years?

Yes _____ No _____

If "yes", please explain.

LICENSES

16. Please provide the following information:

a. Name of license holder exactly as on file:

b. License classifications:

c. License city:

d. Expiration date:

17. Has any license held by your firm been suspended or revoked within the last 5 years?

Yes _____ No _____

If "yes", please explain.

DISPUTES

18. At any time in the last 5 years, has your firm, or any owners, officers or partners, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any contract with the public entity?

Yes _____ No _____

If "yes", explain on a separate signed sheet, including the name of the person who was associated with that company, the year of the event, owner, owner's address and basis for the action.

19. In the past 5 years, has any claims against your firm or by your firm against an owner been filed in court or arbitration concerning your firms services?

Yes _____ No _____

If "yes", explain on a separate signed sheet, including the project name, court or arbitration case name and number, and a brief description of the status of the claim.

CRIMINAL MATTERS AND RELATED CIVIL SUITS

20. Has your firm or any of its owners, partners or officers ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes _____ No _____

If "yes", explain on a separate signed sheet, identifying who was involved, name of the public agency, date of the investigation and grounds for the filing.

D. ACCIDENT HISTORY

Will you authorize your insurance carriers to furnish in writing your accident loss ratio and workers' compensation loss ratio for the past three (3) years?

Yes _____ No _____

If "yes", please provide the name, address, coverage, and contact person (name, address and telephone number) of your insurance carrier(s).

E. ALCOHOL AND DRUG POLICY

Please provide a copy of your company's policy regarding the use by employees of alcohol and illegal drugs.

F. PROJECT REFERENCES

Please include at least three (3) of your company's most recent contracts with California K12 public schools using the form attached as Exhibit A and sign the form. Please use and attach additional signed when needed to explain or clarify any response or to include more references with all requested information.

G. FINANCIAL INFORMATION

Contractor must submit a reviewed or audited financial statement with accompanying notes and supplemental information for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered supplemental information only, and is not a substitute for the required audited or certified financial statement.

CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: _____

Proper Name of Contractor: _____

Signature by an office of the Contractor: _____

By: _____
(Print Name)

Title: _____

EXHIBIT A

Reference # _____

a. District Name: _____

b. Contact Name and Title: _____

c. Contact address: _____

d. Contact telephone no.: _____

e. Contact email address: _____

f. Scope of work: _____

g. Dates of contract: _____

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Name

BID BOND

(Note: 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 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 Silicon Valley Joint Powers Transportation Agency (“Agency”) of Santa Clara County, State of California, as Obligee (“Obligee”). In the sum of:

FIVE HUNDERED THOUSAND AND NO/100 DOLLARS (\$500,000.00)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the Agency for all Services specifically described in the accompanying bid for Student Transportation Services Bid #21-22-01 (“Contract”).

NOW, THEREFORE, if the Participant is awarded the Contract and, within the time and manner required under the Bid Document, 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 meets all other conditions the Contract between the Principal and the Obligee becoming effective, or if the Principal shall 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 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 above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the Agency’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 services 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 a suit, including a reasonable attorneys' fee to be axed by the Court.

If the Agency 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 duly executed by the Principal Surety above named,

on the _____ day of _____ of 2022.

Principal

By

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 Acknowledgement for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT