


# County of San Mateo RFP East Palo Alto City Hall Improvements

## ADDENDUM TO REQUEST FOR PROPOSALS – East Palo Alto City Hall Improvements

	<b>ADDENDUM No. 02</b>
	San Mateo County 555 Government Center, Fifth Floor Redwood City, CA 94063
	RFP: East Palo Alto City Hall Improvements
	Date: October 14, 2022

### INTENT:

This Addendum is issued by the County of San Mateo to provide for modification and clarification of the Request for Proposals (RFP) for East Palo Alto City Hall Improvements dated September 6<sup>th</sup>, 2022. Proposers shall ascertain prior to submitting its Proposal that it has received all addenda issued. Please clearly note the addendum date and number on your proposal.

In the event of a conflict between the terms and provisions of this Addendum and the terms and provisions of the RFP for East Palo Alto City Hall Improvements, the terms and provisions of this Addendum shall control. In all other respects, the RFP for East Palo Alto City Hall Improvements shall remain unchanged and in full force and effect.

### Revisions:

1. Revise Section 00 21 13 Instruction to Bidders 1-.14B. – “Contractors bidding to the County shall have completed as the prime three (3) mechanical replacement projects of comparable quality, size, complexity and type, preferably in an operating government facility, and the projects have been closed with County of San Mateo building department compliance” **to read as follows:** “Contractors bidding to the County shall have completed as the prime three (3) mechanical replacement projects of comparable quality, size, complexity and type, preferably in an operating government facility, and the projects have been successfully closed in compliance with the (AHJ) authority having jurisdiction.”

### Clarifications:

1. Electrical Document 26 61 13 and instruction to bidders document 00 21 13 show different requirements regarding fire alarm vendor. For clarification, Siemens shall be the sole source for all fire alarm systems.
2. The September 20, 2022 Pre-Bid Conference Agenda form stated “Bidders must possess a valid a CSLB Class A and B license”. For clarification, bidders need only to possess a valid CSLB Class B license.

### Replace:

1. Replace the following forms with revised forms correcting the project title to read “East Palo Alto City Hall Improvements”

## County of San Mateo RFP East Palo Alto City Hall Improvements

- a. 00 41 13 Bid Form Stipulated Sum Single-Prime Contract
- b. 00 45 19 Non Collusion Declaration
- c. 00 45 26 Workers Compensation Certification
- d. 00 45 36.02 EEOP Contractor Report Form
- e. 00 45 36.03 EEOP Questionnaire
- f. 00 52 13 Agreement Form – Stipulated Sum
- g. 00 61 13.13 Performance Bond
- h. 00 61 13.16 Payment Bond Form
- i. 00 61 16 Bid Bond Bid Form
- j. 00 65 36 Warranty (Guarantee) Form

**Initial and Date:** \_\_\_\_\_

**DOCUMENT 00 41 13**

**BID FORM**

**STIPULATED SUM SINGLE-PRIME CONTRACT**

To: The County of San Mateo  
State of California

From: \_\_\_\_\_  
(Proper Name of Bidder)

For: **East Palo Alto City Hall Improvements Project**  
2415 University Ave., East Palo Alto, CA 94303  
SMC Project Number: P25J1

**Bid Opening Date: October 31, 2022, at 2:30PM**

1. SCOPE OF BIDS – The undersigned, doing business under the name of

\_\_\_\_\_,  
declares that the only persons or parties interested in this Bid proposal as Principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that Principals have carefully examined the location of the proposed Work, the form of Agreement, and the Contract Documents therein referred to; that they propose, and agrees if this Bid is accepted, that Principals will contract with the County of San Mateo, in the form of the Agreement in the Contract Documents, and shall perform all the Work and furnish all the materials specified in the Contract Documents for the following amount(s). The base bid, unit prices, alternates, allowances, as applicable, shall include all labor, materials, equipment, supervision, overhead, profit, and incidentals necessary to complete the Work in accordance with the Contract Documents. The Base Bid will be used to determine the lowest responsible bidder.

2. BASE BID – Base bids shall include all Work specified in the Contract Documents. Write base bid in words and numbers. The base bid is the Contract Amount.

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

3. UNIT PRICES: Not used.  
A unit price shall be quoted for each of the following items of Work in accordance with the Contract Documents. Unit Prices shall apply to Work added to or deducted from the

contract by Change Order. Unit Prices will not apply to Work in the Contract Documents unless specifically called out to be paid by a unit price.

4. ALLOWANCES: Not Used.

5. ALTERNATES: Not Used.

6. CONTRACT – If written notice (by electronic mail and U.S. Mail) of the acceptance of this Bid to the undersigned occurs within ninety (90) calendar days after the date of opening the bids, or any time thereafter before the bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such notice, execute and deliver a contract in the Form of Agreement provided in these Contract Documents and submit with Agreement required Payment and Performance Bonds in the form provided in these Contract Documents. The undersigned designates the address provided in Section 14 of this form to be the place of business to which such notice of acceptance may be mailed or delivered.

7. TIME OF COMPLETION – The undersigned agrees, if awarded the Contract, to complete this entire work within Contract Time specified in Document 00 11 16 Notice to Contractors.

8. BONDS – The undersigned agrees, if awarded the Contract to execute within ten (10) calendar days, two corporate surety bonds as called for in Document 11 21 13 Instruction to Bidders.

9. INSURANCE – Bidder's Insurance as required for this Contract is placed with:

---

Bidder's Workers Compensation Insurance is placed with:

---

Bidder's All Other Risk Insurance is placed with:

---

10. ADDENDA – All Addenda during Bidding are bound with Contract Documents and issued during the time of bidding.

11. ADDENDA RECEIPT – The receipt and acceptance of the following addenda is hereby acknowledged:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

12. This Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

13. CONTRACTOR'S LICENSE – The undersigned agrees, if awarded the contract, to maintain and keep current through the completion of the contract the valid licenses for the work to be performed as required by the California Contractors License Law and all other applicable licensing requirements.

License No.	License Class	Expiration Date
-------------	---------------	-----------------

14. By the signature below, the Bidder certifies, under penalty of perjury, the accuracy of the representations made in this Bid proposal.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

Company  
Business Type \_\_\_\_\_Corporation \_\_\_\_\_Partnership \_\_\_\_\_Sole Proprietorship

State of Incorporation of Location of Business Registration: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name of Signer: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Taxpayer Identification Number of Bidder: \_\_\_\_\_

Department of Industrial Relations Registration Number: \_\_\_\_\_

If Bidder is a partnership, give full names of all partners:  
\_\_\_\_\_

If Bidder is a corporation, affix corporate seal.

Name of Corporation: \_\_\_\_\_

President/Secretary/Treasurer/Other: \_\_\_\_\_

15. DESIGNATION OF SUBCONTRACTORS – In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth and list below the name and the location of each subcontractor who will be employed, and the kind of work that each will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total Bid to County, if the Contract is awarded to the Bidder. Any work that the Bidder fails to list, Bidder agrees to perform that portion itself or be subject to penalty under applicable law.

In case more than one subcontractor is named for the same kind of work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

**Reference: Notice to Contractor regarding State Senate Bill SB 854**

**DESIGNATION OF SUBCONTRACTORS - Please List All Subcontractor's**

<b>DESIGNATED SUBCONTRACTOR LIST</b>				
<b>Project Number: P30F1</b>		<b>Project Name: Prevent Self Harm and Ligature Project</b>		
<b>Name and City of Subcontractor (1) (4)</b>	<b>Description of Work: Reference to Contract Items (1)</b>	<b>Price Under Contract (2) (3)</b>	<b>State of California Contractor's License (2)</b>	<b>Department of Industrial Relations Registration No. (DIR) (2)</b>

- (1)** Submit this information with sealed bid.
- (2)** This information shall be required of the two (2) apparent low bidders, no later than two days following the bid opening. **DO NOT INCLUDE THIS INFORMATION WITH BID.**
- (3)** Dollar amounts will be treated as proprietary and will solely be for the use of County staff. **DO NOT INCLUDE THIS INFORMATION WITH BID.**
- (4)** Submit full address of Subcontractors two days following bid opening.

Attach additional page as necessary. Indicate “none” or number of pages attached here: \_\_\_\_\_  
pages attached.

**END OF DOCUMENT 00 41 13**



**DOCUMENT 00 45 19**

**NON-COLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Project: **East Palo Alto City Hall Improvements Project**  
2415 University Ave., East Palo Alto, CA 94303

Project No.: P25J1

**The undersigned declares:**

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_date], at \_\_\_\_\_city], \_\_\_\_\_state]."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT 00 45 19

**DOCUMENT 00 45 26**

**WORKERS' COMPENSATION CERTIFICATION**

Contract Between County Of San Mateo (The "County" Or The "Owner") and \_\_\_\_\_ (The "Contractor" Or The "Bidder") for the construction of:

**EAST PALO ALTO CITY HALL IMPROVEMENTS PROJECT - PROJECT NO. P25J1**  
(The "Contract" Or The "Project")

Labor Code §3700 provides:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of §3700 of the Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_ 20\_\_\_\_

By \_\_\_\_\_  
(Signature of Contractor)

Print Name: \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ (Official Title)

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

**END OF DOCUMENT 00 45 26**

**DOCUMENT 00 45 36.02**

**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM  
 CONTRACTOR REPORT FORM**

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED WITH THE BID

Project: **East Palo Alto City Hall Improvements Project**  
 2415 University Ave., East Palo Alto, CA 94303

Project No.: P25J1

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**RACIAL/ETHNIC MAKEUP OF THE COMPANY**

Be sure to include the total of all employees in each classification in the first column, not just minorities. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis ( ) for each classification.

Minority Employees										
Job Classification	Total All Employees	Ethnicity								
		American-Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispanic or Latino (1)	Other (2)	Unidentified (3)
Total(s)										

Ethnicity Notes:  
 Revised 9/13/22

- (1) “Hispanic” includes all persons of Mexican, South and Central American, Puerto Rican, Cuban or Spanish ancestry.
- (2) “Other” includes all others whose origin consists of two or more races other than Hispanic or Latino.
- (3) Use this category for employees who have chosen not to identify any race or ethnicity, including “Other”.

**END OF DOCUMENT 00 45 36.02**

**DOCUMENT 00 45.36.03**

**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM  
QUESTIONNAIRE**

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE  
COMPANY AND SUBMITTED WITH THE BID

Project: **East Palo Alto City Hall Improvements Project**  
2415 University Ave., East Palo Alto, CA 94303

Project No.: P25J1

Company Name: \_\_\_\_\_

Name of Company Official: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

1.  Yes  No Have you read and are you acquainted with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973, the California Fair Employment Practices Act and Title 2, Chapter 2.50 of the San Mateo County Ordinance Code?

2.  Yes  No Is it the policy of your company to recruit, hire, train, upgrade, transfer, compensate, and discharge without regard to race, religion, color, national origin, age, ancestry, physical or mental disability, sexual orientation, or sex?

3.  Yes  No Have you appointed an Equal Employment Opportunity Officer? Give his name, position in the company, office address, and phone number.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.  Yes  No Does your employment advertising state that you are an Equal Opportunity Employer?

5.    \_\_\_\_\_Yes    \_\_\_\_\_No    Have all recruitment sources been advised that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, ancestry, physical or mental disability, sexual orientation, or sex?

6.    \_\_\_\_\_Yes    \_\_\_\_\_No    Were any employees hired by means other than the union hiring hall in the past year?

How many? \_\_\_\_\_

What positions? \_\_\_\_\_

\_\_\_\_\_

7.    If non-union personnel are employed by the company, or if a position cannot be filled by the union hall, specify the advertisement and recruitment sources that are used. (For example, State HRD, newspapers, high schools, vocational schools, referral agencies/organizations, community groups).

\_\_\_\_\_

\_\_\_\_\_

8.    How many apprentices do you employ? \_\_\_\_\_

How many of these are minorities? \_\_\_\_\_

9.    \_\_\_\_\_Yes    \_\_\_\_\_No    Do you have a program for upgrading and counseling present employees?

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10.    \_\_\_\_\_Yes    \_\_\_\_\_No    Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups: \_\_\_\_\_

\_\_\_\_\_

---

11. What percentage of your work force is covered by union agreement? \_\_\_\_\_

12. \_\_\_\_\_ Yes \_\_\_\_\_ No Have you advised the labor union and/or worker organization of your company's responsibility under the Equal Employment Opportunity Program?

13. \_\_\_\_\_ Yes \_\_\_\_\_ No Does your company's collective bargaining agreement include a provision for non-discrimination in employment?

14. \_\_\_\_\_ Yes \_\_\_\_\_ No Have you notified all subcontractors submitting bids to you that they will be subject to the same minority employment requirements should you be the successful bidder?

15. Describe any previous experience with Equal Employment Opportunity Programs:

---

---

---

---

16. State what Equal Employment Opportunity Program you plan to take in connection with this project:

---

---

---

---

If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy of it.

**END OF DOCUMENT 00 45.36.03**



**DOCUMENT 00 52 13**

**AGREEMENT FORM – STIPULATED SUM**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, a Political Subdivision of the State of California, hereinafter called the "County", and \_\_\_\_\_, hereinafter called the "Contractor".

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, considerations and agreements herein contained, agree as follows:

STATEMENT OF WORK – The Contractor shall furnish all labor and materials and perform all work for:

**East Palo Alto City Hall Improvements Project  
East Palo Alto, CA 94303  
Project No. P25J1**

in strict accordance with the Contract Documents.

TIME FOR COMPLETION – The work shall be commenced on a date to be specified in the Notice to Proceed issued by the County. Construction shall be completed within **Two hundred Seventy-four (274) calendar days** defined as sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize for its intended use.

COMPENSATION TO BE PAID TO CONTRACTOR – The County will pay and the Contractor will accept in full consideration for the performance of the contract, subject to additions and deductions and procedures for payment as provided therein, the sum of \_\_\_\_\_ (\$\_\_\_\_\_ ) which is the Contractor's Bid. The Contract as defined in paragraph 1.1 of the General Conditions constitutes the sole agreement of the parties hereto relating to said work and correctly states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing.

PREVAILING WAGE RATES - In accordance with the provisions of Section 1770 of the Labor Code, the Board of Supervisors of the County of San Mateo has ascertained the prevailing rate of wages applicable to the work to be done, which prevailing wage rates have been established as indicated in the Notice to Bidders and are incorporated herein by reference.

The Contractor's attention is further directed to the following requirements of State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:

- (1) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- (2) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

COUNTY OF SAN MATEO

A Political Sub-Division of the State of California

Attest:

By \_\_\_\_\_  
President, Board of Supervisors

\_\_\_\_\_  
Michael Callagy, County Manager

\_\_\_\_\_  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Contractor

**END OF DOCUMENT 00 52 13**

**DOCUMENT 00 61 13.13**  
**PERFORMANCE BOND FORM**  
**(100% of Contract Price)**

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the County of San Mateo, hereinafter designated as the “County,” has awarded to \_\_\_\_\_ (CONTRACTOR’S NAME), hereinafter designated as “Principal,” a contract dated \_\_\_\_\_ (CONTRACT AWARD DATE), hereinafter designated as the “Contract,” which Contract is by this reference made a part hereof, for the work described as the **East Palo Alto City Hall Improvements Project, located at 2415 University Ave., East Palo Alto, CA 94303, Project No.P25J1.**

And WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned, (SURETY’S NAME), as corporate Surety, are held and firmly bound unto the County in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
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, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the County, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to Surety being hereby waived, on Principal’s 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, protect, and hold harmless the County as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this

bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name of California Agent Surety

\_\_\_\_\_  
Address of California Agent Surety

\_\_\_\_\_  
Telephone Number of California Agent Surety

(Affix Corporate Seal)

NOTE: Notary acknowledgement for Surety signatures and Surety's Power of Attorney and Certificate of Authority for Surety must be attached. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

**END OF DOCUMENT 00 61 13.13**

**DOCUMENT 00 61 13.16**

**PAYMENT BOND FORM**

Contractor's Labor & Material Payment Bond  
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the County of San Mateo hereinafter designated as the "County," has awarded to \_\_\_\_\_ (CONTRACTOR NAME) hereinafter designated as the "Principal," a contract dated \_\_\_\_\_ (CONTRACTOR AWARD DATE) hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as the **East Palo Alto City Hall Improvements Project, located at 2415 University Ave., East Palo Alto, CA 94303, Project No.P25J1.**

And WHEREAS, pursuant to law, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims to which reference is made in Sections 9550 to 9566 and 9100 to 9364 both inclusive, of the Civil Code of California.

NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned \_\_\_\_\_,  
(Surety's Name)

as corporate Surety, are held and firmly bound unto all laborers, material men and other persons referred to in said statutes in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the above bonded Principal, contractor, person, company or corporation, or his or its sub-contractor, fails to pay any claimant name in Section 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the Surety on this bond will pay the same, in an amount not exceeding the aggregate sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, and attorney's fees to be taxed as costs in said suit.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 to 9364 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in the Civil Code, Sections 9550-9566 inclusive, and all amendments thereto.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change will be made which increases the total Contract price more than twenty percent (20%) in excess of the original Contract price without notice to the Surety, then, this obligation to be void, otherwise to remain in full force and virtue.

Correspondence relating to this bond shall be sent to the Surety at the address set forth below.

IN WITNESS WHEREOF, this instrument has been duly executed by the  
Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name of California Agent Surety

\_\_\_\_\_  
Address of California Agent Surety

\_\_\_\_\_  
Telephone Number of California Agent Surety

(Affix Corporate Seal)

**NOTE:** Notary acknowledgement for Surety signatures and Surety's Power of Attorney and Certificate of Authority for Surety must be attached. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

**END OF DOCUMENT 00 61 13.16**

**DOCUMENT 00 61 16**

**BID BOND**

**(Bid Security Form)**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_, as Principal  
("Principal"),

and \_\_\_\_\_, as Surety  
("Surety"), are hereby held and firmly bound unto the County of San Mateo in the State  
of California, as represented by the County Board of Supervisors, hereinafter called the  
"Owner" in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
lawful money of the United States of America, for payment of which sum, well and truly  
to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

The condition of the above obligation is such that, whereas the Principal has submitted  
to the County a certain Bid, attached hereto and hereby made a part hereof, to enter  
into a contract in writing for the **East Palo Alto City Hall Improvements Project,**  
**located at 2415 University Ave., East Palo Alto, CA 94303, Project No.P25J1** in  
strict accordance with the Contract Documents.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or, in alternate
- b. If said Bid shall be accepted and the Principal shall execute and deliver a  
contract in the Form of Agreement attached hereto and shall execute and deliver  
Performance and Payment Bonds in the Forms attached hereto (all properly completed  
in accordance with said Bid), and shall in all other respects perform the agreement  
created by the Acceptance of said Bid.

Then, this obligation shall be void; otherwise, the same shall remain in force and  
effect, it being expressly understood and agreed that the liability of the Surety for any  
and all default of the Principal hereunder shall be the amount of this obligation as herein  
stated.

The Surety, for value received, hereby stipulates and agrees that the obligation  
of said Surety and its bond shall be in no way affected or impaired by any extension of  
the time within which the County may accept such Bid and said Surety does hereby  
waive notice of such extension.

Revised 9/13/22

DOCUMENT 00 61 16  
BID BOND FORM

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals 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.

In presence of:

\_\_\_\_\_  
(Individual Principal) (Affix Corporate Seal)

(Business Address)

By \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Corporate Principal)

(Business Address)

By \_\_\_\_\_

(Affix Corporate Seal)

Attest:

\_\_\_\_\_  
(Corporate Surety)

(Business Address)

By \_\_\_\_\_

(Affix Corporate Seal)

The rate or premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charge, \$ \_\_\_\_\_  
(The above must be filled in by Corporate Surety.)

Revised 9/13/22



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

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 00 61 16**

**DOCUMENT 00 65 36**

**WARRANTY FORM**

(Contractor's or Subcontractor's own letterhead)

WARRANTY GUARANTEE FOR THE:

Project Name: **East Palo Alto City Hall Improvements Project**  
Project/Facility Address: 2415 University Ave., East Palo Alto, CA 94303  
Project No.: P25J1

We, \_\_\_\_\_ (Contractor's name) hereby guarantees

(Scope of Contractor's Work ) \_\_\_\_\_

\_\_\_\_\_ which Contractor has installed for the County of San Mateo for the above project

beginning \_\_\_\_\_ for \_\_\_\_\_ year(s) in accordance with the Contract Documents.

We agree to repair or replace to the satisfaction of the Owner any and all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with all other Work which may be damaged or displaced in connection with such Work. This Warranty includes labor and materials.

In the event of our failure to comply with the above-mentioned conditions within seven (7) calendar days after being notified in writing, we collectively and separately do hereby authorize the Owner to proceed to have the defects repaired and made good at our expense, and will pay the costs and charges therefore immediately upon demand.

I hereby certify that I am authorized to sign this document.

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature of Subcontractor)

---

Print Name and Title  
(Subcontractor must co-sign with Contractor)

Representative(s) to be contacted for service subject to terms of Contract:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

**END OF DOCUMENT 00 65 36**