



**ENGINEERING DIVISION  
PUBLIC WORKS DEPARTMENT**

**MULTIYEAR SIDEWALK SAWCUTTING TRIP HAZARD REMOVAL  
PROJECT NUMBER 20-011**

**DUE DATE: TUESDAY, JUNE 9, 2015, 2:00 PM**

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**Ruben Nino**

REQUESTS FOR ELECTRONIC BID DOCUMENTS VISIT:

<http://www.menlopark.org/bids>

OR BY CALLING (650) 330-6740



**NOTICE INVITING INFORMAL SEALED BIDS**

for

**MULTIYEAR SIDEWALK SAWCUTTING TRIP HAZARD  
REMOVAL**

**At Various Locations**

**Issued: May 21, 2015**

**Bids Due: JUNE 9, 2015 at 2:00 pm  
at the City of Menlo Park, 701 Laurel Street Menlo Park,  
California**

INFORMAL SEALED BIDS will be received by the **Assistant Public Works Director** or his/her designee, of the City of Menlo Park until **Tuesday, June 9, 2015, 2:00 pm at the City of Menlo Park Administration Building; 701 Laurel Street, Menlo Park, CA 94025 at which time sealed bids will be opened.** Please submit sealed bids addressed to:

**Assistant Public Works Director  
City of Menlo Park – MULTIYEAR SIDEWALK SAWCUTTING TRIP HAZARD  
REMOVAL  
701 Laurel Street, Menlo Park, CA 94025**

*If sending a package by overnight mail, it is the contractor's responsibility to confirm proposal was received by calling 650-330-6740.*

The project consists of: Sidewalk strip hazard removal at various locations within the city. The complete removal of vertical offsets in area identified by City staff, with the following general requirements:

- Removal of vertical offsets greater than ¼" in sidewalk, curbs and gutters.

- Sawcut trip hazards in accordance with the requirements of the Americans with Disabilities Act (ADA).
- Thorough documentation and verification of trip hazard removal, including measurement in “Inch-Foot” as described in Item Price Schedule.
- Inspection of 20% of Menlo Park’s sidewalk network and remove trip hazards as necessary.
- As needed trip hazard removal services on an on-call basis.
- Identification of sidewalk sections where removal and replacements is required, in lieu of sawcutting.
- Traffic control for both vehicular and pedestrian traffic during work. Traffic control plans must be approved by City Transportation Division prior to commencement of work.
- The services to be performed are described in detail in Item Price Schedule, hereto.

All work shall be done in accordance with the City of Menlo Park Building Code requirements and State Standard Specifications. Bidders may obtain copies of the bid documents from the Public Works Department Division, 701 Laurel Street, Menlo Park, California or visit <http://www.menlopark.org/bids>. If you have questions concerning the bid documents they should be sent to Rene Punsalan at [rapunsalan@menlopark.org](mailto:rapunsalan@menlopark.org) or by calling 650-330-6740.

Pursuant to Section 1770, et. Seq. of the California Labor Code, the successful bidder and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Current prevailing wage rates and information is available at <http://www.dir.ca.gov>.

No contractor or subcontractor may be listed on a bid proposal for a public works project 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 171.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Per California Civil Code Section 3247, a payment bond in the amount of 100% of the bid total will be required from the successful bidder. The bond must be provided within 10 calendar days from notice of award and prior to the performance of any work. A performance bond in the amount of 100% of each year's bid total will be required from the successful bidder.

All bidders shall be licensed under the provisions of the Business and Professions Code to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the City has determined that the Contractor shall possess a valid **Class C-61/D06 or Class "A" Contractor's License applicable to the work to be performed** at the time that the bid is submitted. Failure to possess the specified license shall render the bid non-responsive.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Contract Proposal.

The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City, and waive any informalities or irregularities in the bids. The successful bidder must insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and shall comply with the Americans with Disabilities Act.

**ITEM PRICE SCHEDULE**

| <u>Year July 1- June 30</u> | <u>Item Description</u>          | <u>Measurement</u> |
|-----------------------------|----------------------------------|--------------------|
| 2015-16                     | Sidewalk offset sawcutting       | \$_____ in-foot    |
| 2015-16                     | Misc. Sidewalk offset sawcutting | \$_____ in-foot    |
| 2016-17                     | Sidewalk offset sawcutting       | \$_____ in-foot    |
| 2016-17                     | Misc. Sidewalk offset sawcutting | \$_____ in-foot    |
| 2017-18                     | Sidewalk offset sawcutting       | \$_____ in-foot    |
| 2017-18                     | Misc. Sidewalk offset sawcutting | \$_____ in-foot    |
| 2018-19                     | Sidewalk offset sawcutting       | \$_____ in-foot    |
| 2018-19                     | Misc. Sidewalk offset sawcutting | \$_____ in-foot    |

|         |                                  |                    |
|---------|----------------------------------|--------------------|
| 2019-20 | Sidewalk offset sawcutting       | \$_____ in-foot    |
| 2019-20 | Misc. Sidewalk offset sawcutting | \$_____ in-foot    |
| Total   |                                  | \$_____<br>\$_____ |

Contract award is based on the lowest total five year weighted value of 90% will be given for "Sidewalk offset sawcutting" and 10% for "Misc. Sidewalk offset sawcutting".

Example: Total Sidewalk offset sawcutting bid is \$20.00 in-foot x .9%= \$18.00

Misc. Sidewalk offset sawcutting \$30.00 in-foot x .1%= \$3.00

Total weighted value is= \$21.00

Contract will be issued for a amount of \$90,000.00 for "SIDEWALK OFFSET SAWCUTTING" and \$10,000 for "MISC. SIDEWALK OFFSET SAWCUTTING". The City is seeking for a 5-year contract with an option of yearly renewal up to 5 additional years.

### **SPECIAL PROVISIONS**

The Contractor shall procure insurance against claims for injuries to persons or damages to property which may arise from or in connection to the performance of the work by the Contractor, his/her agents, representatives, employees or subcontractors and maintain it for the duration of the Contract. The cost of such insurance shall be considered included in the price for Contract lump sum of work involved and no additional compensation will be allowed therefore.

### **STORM WATER POLLUTION PREVENTION PLAN PAYMENT**

"Full compensation for furnishing all materials, labor, equipment, tools and incidentals for doing all work required to prepare and implement the Storm Water Pollution Prevention Plan, as specified herein, as shown on the plans and as directed by the Engineer, shall be included in the Contract prices paid for the various items of work, and no additional compensation shall be allowed therefore."

## MINIMUM LIMITS OF INSURANCE

- Commercial General Liability of \$2,000,000 combined single limit, annual aggregate for bodily injury, personal injury and property damage; and with a minimum of \$1,000,000 per occurrence.
- Automobile liability of \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Workers compensation limits as required by the Labor Code of the State of California.
- Employer's liability limits of \$1,000,000 per accident.

## SCHEDULE

The Contractor will be expected to begin work upon receipt of the notice to proceed and, weather permitting, complete the sidewalk offset sawcutting project within **20 working days**. Hours of construction shall be Monday-Friday 8am-5pm. For the miscellaneous offset sawcutting it shall be completed within 5 working days for each work order. A total of 3 work orders for the miscellaneous offset sawcutting will be issued each year.

## TRIP HAZARD REMOVAL SPECIFICATION

Materials for these services shall conform with the State of California Department of Transportation Standard Specifications, May 2006 Edition, the City of Menlo Park Standard Details for construction in the public right of way and these specifications.

### 1.0 SIDEWALK TRIP HAZARD REMOVAL

1. Trip hazards will be sawcut in complete accordance with the requirements of the Americans with Disabilities Act. Each offset will be tapered at an accurate 1:12 slope and shall have smooth, uniform appearance and texture. Method of trip hazard removal shall entail **cutting** of the cement only. Grinding or pulverization of the cement is NOT acceptable or allowed.
2. All sawcutting work shall be completed with equipment capable of cutting at any angle and able to remove the concrete completely too all edges of the trip hazard. **ABSOLUTELY NO SCARIFIERS OR SIMILAR LARGE GRINDING MACHINES ARE ACCEPTABLE OR ALLOWED FOR THIS WORK.**
3. All sawcutting shall be taken to the zero point of differential to the adjacent opposing side, and to both edges of the sidewalk to eliminate the trip hazard over the full width of the sidewalk.
4. Debris and concrete dust shall be cleaned from the sidewalk surface as well as the surrounding rails, sidewalks, driveways, landscaping, and/or other objects in the vicinity of work. At no time shall concrete dust, slurry or debris be allowed to enter the storm drain system (including valley gutters, inlet inlets, manholes and pipes).

5. Contractor shall submit a list of all trip hazards removed, including measurements of height, width, total Inch-Foot and address location, and notes identifying areas of the sidewalk with displacement or damage severe enough to require remove and replace.

### **1.1 SAWCUTTING**

1. Measurements shall be made by the same procedure under Method of Measurement and Payment (below).
2. Saw must have the option of cutting 20 degrees off of vertical.

### **1.2 CURB CUTTING**

1. All handicap curb cuts shall comply with ADA requirements (1/4" vertical changes maximum and 8:1 wings).
2. Measurement shall be made by the linear-feet of curb, which has been cut and removed completely, from the top of the curb. Cuts shall all have a smooth uniform appearance and texture.

### **1.3 TRIP HAZARD INSPECTION**

1. The Contractor shall inspect a 20% percent section of the City, as assigned by the Engineer, for vertical offsets and trip hazards. All locations with trip hazards shall be identified by address and the inch-foot quantity of required sawcutting.
2. The Contractor shall report all trip hazards within the assigned 20% inspection section that require removal and replacement. Locations shall be identified by address and reported to the Engineer at the completion of the inspection.

### **1.4 MOBILIZATION**

1. Mobilization shall consist of preparatory work and operations including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work; for the preparation and execution of traffic control plans; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

### **1.5 METHOD OF MEASUREMENT AND PAYMENT**

Measurement shall be made by the average depth of the cut on each trip hazard, multiplied by the length along the joint that is trimmed.

Example: If a joint is cut 1" on one side and tapered to 0" on the other, a full 4-foot width of the sidewalk, it shall be calculated as follows:

$$\frac{1"+0"}{2} \times 4' = 2 \text{ inch-feet}$$

Average x width = Total inch-feet

Inch-feet x cost per inch foot = Total price for trip hazard removal

Contract price paid per inch-foot of sidewalk trip hazard removal shall include full compensation for curb cutting, trip hazard inspection for 20% of the City, mobilization furnishing all labor, materials, tools, equipment and incidentals, including clean-up work, and for doing all work involved in reporting locations of all tripping hazards by address and the inch-foot quantity per location, as described in these specifications and details, and as directed by the Engineer.

There are two bid items for this project. One is for performing sawcutting in a specific area. Each year the City and the contractor will designate an area of the City and the contractor will perform the work in this specific area which has a budget of \$90,000. The contractor will complete all the work in the designated area within the 20 working days. The second bid item is for miscellaneous sawcutting throughout the City. This will occur three times during the year in which the contractor will be given specific sites throughout the City with each of the three work orders ranging in cost from \$2,000 - \$5,000 with a total budget for this work of \$10,000.

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PROPOSALS MUST BE SUBMITTED ON THESE ORIGINAL FORMS.



**EXHIBIT "A"  
PROPOSAL  
CITY OF MENLO PARK  
STATE OF CALIFORNIA**

**FOR**

**MULTIYEAR SIDEWALK TRIP HAZARD REMOVAL  
PROJECT NO. 20-011**

NAME OF BIDDER: \_\_\_\_\_

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

CITY, STATE, ZIP: \_\_\_\_\_

LICENSE NO.: \_\_\_\_\_ CLASS: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

TAX I.D. NO.: \_\_\_\_\_

DEPT. OF INDUSTRIAL RELATION REG. NO.: \_\_\_\_\_

TELEPHONE NO: (    ) \_\_\_\_\_ FAX NO: (    ) \_\_\_\_\_

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

The work for which this Proposal is submitted is for construction in accordance with the Contract Documents, including the Special Provisions, the Agreement, the project Plans described below, and the State of California Department of Transportation Standard Specifications, May 2006 Edition. The Contract Book shall be used in conjunction with the above documents, and the State of California Department of Transportation Labor Surcharge and Equipment Rental Rates, and the State Department of Industrial Relations General Prevailing Wage Rates current at the bid opening date.

The project consists of the complete removal of vertical offsets in the area identified by City staff.

## **INVITATION FOR INFORMAL BID (IFIB) SUMMARY**

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Contract award is based on the lowest total five year weighted value of 90% will be given for "Sidewalk offset sawcutting" and 10% for "Misc. Sidewalk offset sawcutting", who meets all of the Proposal Requirements, and the requirements of the Contract Documents.

The Bidder shall set forth for each item of work a unit price in clearly legible figures in the respective spaces provided for this purpose.

If the amount set forth as an item price is ambiguous, illegible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

Failure to provide the required information, or if information provided is subsequently proved false, the Proposal shall be considered as non-responsive and shall be grounds for rejection of the bid.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; careful examination of the location of the proposed work, and the annexed proposed form of Contract, and the Plans therein referred to; and the undersigned proposes and agrees, if this Proposal is accepted, and that they will Contract with the City of Menlo Park in the form of the copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and they will take in full payment therefore in the amounts shown on the following Item Price Schedule, to wit:

**INVITATION FOR INFORMAL BID (IFIB) SUMMARY**

**ITEM PRICE SCHEDULE**

| <u>Year July<br/>1- June 30</u> | <u>Item Description</u>                 | <u>Measurement</u> |
|---------------------------------|---|--------------------|
| 2015-16                         | Sidewalk offset sawcutting              | \$_____ in-foot    |
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| 2018-19                         | Sidewalk offset sawcutting              | \$_____ in-foot    |
| 2018-19                         | Misc. Sidewalk offset sawcutting        | \$_____ in-foot    |
| 2019-20                         | Sidewalk offset sawcutting              | \$_____ in-foot    |
| 2019-20                         | Misc. Sidewalk offset sawcutting        | \$_____ in-foot    |
| Total                           | 5 year Sidewalk offset sawcutting       | \$_____ in-foot    |
|                                 | 5 year Misc. Sidewalk offset sawcutting | \$_____ in-foot    |

Contract award is based on the lowest total five year weighted value of 90% will be given for "Sidewalk offset sawcutting" and 10% for "Misc. Sidewalk offset sawcutting".

Example: Total Sidewalk offset sawcutting bid is \$20.00 in-foot x .9%= \$18.00

Misc. Sidewalk offset sawcutting \$30.00 in-foot x .1%= \$3.00

Total weighted value is= \$21.00

**Prices shall be good for 60 days from opening of bids.**

**INVITATION FOR INFORMAL BID (IFIB) SUMMARY**

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The undersigned, representing \_\_\_\_\_

Hereby certify that the information presented is a true and correct for the project identified as the Sidewalk Trip Hazard Removal.

CONTRACTOR'S REPRESENTATIVE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXPERIENCE / QUALIFICATIONS**

The bidder has been engaged in the contracting business under State License No. \_\_\_\_\_ for a period of \_\_\_\_\_ years. Bidders must have a minimum of three years of similar work and cost.

The bidder's three (3) most recently completed Contracts are:

1. Title of Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. / Email Address: \_\_\_\_\_

Engineer: \_\_\_\_\_

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

**EXPERIENCE QUALIFICATIONS (CONTINUED ON NEXT PAGE)**

**INVITATION FOR INFORMAL BID (IFIB) SUMMARY**

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2. Title of Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. / Email Address: \_\_\_\_\_

Engineer: \_\_\_\_\_

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

3. Title of Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. / Email Address: \_\_\_\_\_

Engineer: \_\_\_\_\_

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

CITY OF MENLO PARK  
STATE OF CALIFORNIA



**AGREEMENT**

THIS AGREEMENT, made, executed, and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and \_\_\_\_\_, hereinafter referred to as the Contractor.

WITNESSETH

ARTICLE 1. That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees at its own cost and expense to do all the work and furnish all materials necessary to complete in a good workmanlike and substantial manner all that certain work involved and concerned with the "**SIDEWALK SAWCUTTING TRIP HAZARD REMOVAL**". Said work shall be done in manner and in accordance with the terms of the Contract as the same is defined in Article 4 herein.

ARTICLE 2. Said Contractor agrees to receive and accept the prices stated in the Contractor's Proposal, entitled "EXHIBIT 'A,' "Proposal" and attached hereto, as full compensation for furnishing all materials and doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work and the whole thereof, in the manner and according to the Plans and/or Drawings and the Special Provisions.

ARTICLE 3. The City hereby promises and agrees with the Contractor, to employ, and does employ, hereby, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE 4. The complete Contract consists of the following documents: Notice to Bidders, Agreement, Proposal, Job Specific Details Performance Specifications, Basic Electrical Requirements, Testing, Basic Electrical Materials and Methods, Uninterruptible Power Supply System and Plans and/or Drawings. The rights and obligations of the parties herein are governed by all of said documents, which are to be construed as a single Contract. The decision of the Engineering Services Manager of the City of Menlo Park as to the interpretation of said Contract shall be final and binding on the parties hereto.

ARTICLE 5. It is expressly stipulated and agreed that all legal and statutory requirements relating to the execution of this Agreement and the notice inviting bids have been met. Any alleged defect or omission in the proceedings preceding the execution of this Agreement is hereby waived by the Contractor.

ARTICLE 6. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under

Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

ARTICLE 7. Waivers of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

ARTICLE 8. In the event that any term or portion of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term or portion, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 9. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind relating to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.

IN WITNESS WHEREOF, the parties have executed this instrument the year and date first above written.

CITY OF MENLO PARK  
A Municipal Corporation

\_\_\_\_\_  
Alex D. McIntyre  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk, City of Menlo Park

CONTRACTOR (Name): \_\_\_\_\_

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

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



CITY OF MENLO PARK  
STATE OF CALIFORNIA

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, California, a municipal corporation, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a Contract for the "**SIDEWALK SAWCUTTING TRIP HAZARD REMOVAL**"; and,

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, to secure payment of claims of laborers, mechanics, or material persons employed on work under said Contract, as provided by law,

NOW, THEREFORE, we the undersigned Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Menlo Park in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), said sum being equal to the estimated amount payable by said City of Menlo Park under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, his/her or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies, implements or machinery 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, or for amounts due under the Unemployment Insurance Code with respect to such work or labor or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his/her subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be voided. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plan, Standard Specifications, Special Provisions and other Contract Documents, no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on 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 to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this day of \_\_\_\_\_, 2015, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



(Corporate Seal)

**Principal:**

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

(Acknowledgment)

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

(Corporate Seal)

**Surety:**

By: \_\_\_\_\_  
Attorneys-in-fact

(Acknowledgment)

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

(Seal)

\_\_\_\_\_  
(Witness)

Approved as to form:

\_\_\_\_\_  
City





CITY OF MENLO PARK  
STATE OF CALIFORNIA

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, California, a municipal corporation, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a Contract for the "**SIDEWALK SAWCUTTING TRIP HAZARD**"; and,

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract,

NOW, THEREFORE, we the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Menlo Park in the penal 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, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his/her or 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 said Contract and any alteration thereof made as therein provided, on his/her or their 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 defend, indemnify and save harmless the City of Menlo Park, 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 virtue.

Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Contract Provisions and other Contract Documents, no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

Approved as to form:

\_\_\_\_\_  
City

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this day of \_\_\_\_\_, 2015 the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

**Principal:**

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

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

(Acknowledgment)

(Corporate Seal)

**Surety:**

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

Attorneys-in-fact

(Acknowledgment)

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

**NOTE TO SURETY COMPANY:** The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in fact.