

**City of San Dimas – Parks and Recreation
Landscape Maintenance Division
245 E. Bonita Avenue
San Dimas, CA 91773**

**DATE: AUGUST 1, 2024
PROJECT: CC2024-12 HORSETHIEF CANYON PARK TRAIL REHABILITATION
ADDENDUM: 2**

**CORRECTION TO BIDDER’S SECURITY AND BIDDER’S BOND PAGES FOR CC 2024-12
HORSETHIEF CANYON PARK TRAIL REHABILITATION**

1. BIDDER’S SECURITY PAGE 17

Title correction – Horsethief Canyon Park Trail Rehabilitation

2. BIDDER’S BOND PAGE 18

Project title correction – Horsethief Canyon Park Trail Rehabilitation Contract No. 2024-12

See next page for Revised Pages 17 & 18 of the RFB.



CONSTRUCTION CONTRACT NO. 2024-12

HORSETHIEF CANYON PARK TRAIL REHABILITATION

BIDDER'S SECURITY

Bids will be received until **10:00 AM on August 6, 2024** at the office of the City Clerk, in the City Hall, 245 East Bonita Avenue, San Dimas, California.

To the Honorable City Council
City Hall
San Dimas, CA 91773

Gentlemen:

The undersigned hereby proposes and agrees to furnish all of the material, labor, equipment, transportation and services for the construction and completion of the Work listed herein, and in strict conformity with the plans, specifications, and other Contract Documents on file at the office of the City Council in the City Hall, 245 East Bonita Avenue, San Dimas, California, at the total sums listed below.

If awarded the Contract, the undersigned hereby agrees to sign said Contract and furnish the necessary bonds within fourteen (14) calendar days after notice of award of the Contract, begin work within ten (10) calendar days after issuance the notice to proceed, and complete the same within **forty-five (45)** working days after starting the Work.

The undersigned has checked carefully all of the prices quoted, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up his bid proposal.

Attached please find the Bidder's Surety Bond or Certified Check, for an amount, which is not less than ten (10) percent of the total amount of this bid.

BIDDER: _____

BY: _____

(Signature of Person Authorized to Sign for the Bidder)

(Print Name)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of San Dimas, State of California (hereinafter called "City"), in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above-named, submitted by said Principal to City for the PROJECT described below, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ (\$_____).

The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be submitted on Tuesday, August 6, 2024 and opened on Tuesday, August 6, 2024, has been submitted by Principal to City:

Whereas, Principal is hereby submitting a proposal for the PROJECT per the plans and specifications for:

HORSETHIEF CANYON PARK TRAIL REHABILITATION CONTRACT NO. 2024-12

NOW, therefore, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening, and shall within the period specified thereby, or if no period be specified, within fourteen 14 days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed form, in accordance with the bid as accepted, and file with City the certificates of insurance as stipulated in Section SP-6 Insurance Requirements of the Special Provisions and the two bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the PROJECT to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City/District and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the court. Death of the Principal shall not relieve Surety of its obligation hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2024.

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)