

**ADDENDUM #1**  
**FOR**  
**PAINTING SERVICES AT ALL VTA FACILITIES M20097**

**ISSUE DATE: 09/23/2020**

Notice is hereby given that the following revisions, additions, and modifications are hereby incorporated into the INVITATION FOR BID Documents. Each Bidder must acknowledge receipt of this Addendum using Bid Form 1.

**M20097 INVITATION FOR BID**

1. **DELETE** Bid Form 2 “Bidder’s Bond” in its entirety under Section 4- Bid Forms and **REPLACE** it with the **Revised Bid Form 2 - See below.**

Change: Original Bid Form 2 stated that the Bidder’s Bond must be submitted in the penal sum of **5%** of the **Total Bid Price** (as defined in **Section 2.5 Definitions**) however it should be **5%** of the **Total Base-Bid Price** (as defined in **Section 2.5 Definitions**). Please see the revised Bid Form 2 below.

**Approved By:**

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Navie Kaur  
Senior Construction Contracts Administrator

THIS ADDENDUM CONTAINS 3 PAGES (Including Attachments)

## BID FORM 2 BIDDER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS: That

**WHEREAS** the undersigned, \_\_\_\_\_

as Principal and \_\_\_\_\_

as Surety, are held and firmly bound unto the Santa Clara Valley Transportation Authority, a political subdivision of the State of California (hereinafter called "VTA") in the penal sum of **5%** of the **Total Base-Bid Price** (as defined in **Section 2.5 Definitions**) of the Principal above named, submitted by said Principal to VTA for the work described below, for the payment of which sum in 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.

The condition of this obligation is such that a bid to VTA for performance of that certain work is described as

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("Bid") has been submitted by Principal to VTA.

**NOW THEREFORE**, if the aforesaid Principal shall not withdraw said Bid within **120 calendar days** after said opening, and shall within the period specified therefore, or if no period be specified, within **six (6) working days** after the prescribed forms are presented to Principal for signature, enter into a written contract with VTA in the prescribed form in accordance with the Bid as accepted ("Contract"), submit the required insurance certificates and a **Payment Bond in the amount of 100% of the Total Base Bid or Total Option Year Price** to guarantee payment for labor and materials, as required by law, or in the event of the withdrawal of said Bid within the period specified or the failure to enter into such Contract and give such bonds and insurance within the time specified, if the Principal shall pay VTA the difference between the amount specified in said Bid and the amount for which VTA may procure the required work, if the latter amount be in excess of the former, together with all costs incurred by VTA in again calling for bids, should that become necessary, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for Bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by VTA and judgment is recovered, the Surety shall pay all costs incurred by VTA in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name – Please Print)

\_\_\_\_\_  
(Name – Please Print)

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

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

**NOTE: Signatures of those executing for Surety must be acknowledged by a Notary.**

**NOTE TO SURETY COMPANY:**

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

**SURETY COMPANY ATTORNEY-IN-FACT**

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_, known

to me to be the duly authorized attorney-in-fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the attorney-in-fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as attorney-in-fact and that said corporation executed the same.

(SEAL)

WITNESS MY HAND AND OFFICIAL SEAL:

\_\_\_\_\_  
Notary Public for the State of California

Acknowledgement by attorney-in-fact must be attached.  
Corporate seals of Principal and Surety must be attached.