



May 20, 2024

ADDENDUM 1

TO PROSPECTIVE PROPOSERS UNDER RFP NO. 734-24-02, “ADELINE MAINTENANCE CENTER CARPENTRY SHOP DUST COLLECTION SYSTEM”

Notice is hereby given that RFP NO. 734-24-02 of the East Bay Municipal Utility District has been revised as follows:

- A. In EXHIBIT D – BOND FORMS, add the attached form:
  - i. “Faithful Performance Bond”

ACKNOWLEDGMENT OF RECEIPT OF THIS ADDENDUM SHALL BE INDICATED BY INSERTING THE ADDENDUM NUMBER AND ITS DATE ON THE FORM LABELED “PROPOSER INFORMATION AND ACCEPTANCE” IN EXHIBIT A.

SIGNATURE

*Alex Grauer*

CONTACT PERSON

Alex Grauer

TITLE

Assistant Engineer

Initials *AG* RFP NO. 734-24-02



DATE \_\_\_\_\_

# FAITHFUL PERFORMANCE BOND

CONTRACTOR (Name and California address where service may be effected)
SURETY (Name and California address where service may be effected)
AMOUNT OF BOND (Sum in words and figures)
CONTRACT DOCUMENTS (As named in the Contract)

**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT, the contractor named above, hereinafter called the Contractor, as Principal, and the Surety named above, as Surety, are held and firmly bound unto the East Bay Municipal Utility District, hereinafter called the District, in the sum entered above, lawful money of the United States of America, for the payment of which sum well and truly to be made to the District, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Contractor and the District entered into a Contract of even date herewith, by the terms and conditions of which the Contractor agreed to perform and complete the work, or manufacture, complete, and deliver the material or equipment, set forth in the Contract Documents named in the Contract, all now on file in the office of the Secretary of the District, as will more fully appear by reference to said Contract, which is made a part of this bond;

# FAITHFUL PERFORMANCE BOND

NOW, THEREFORE, if the Contractor shall well and truly carry out, execute and perform all things by the Contractor to be carried out, executed and performed, according to the terms and conditions of said Contract, including any and all warranty and guaranty obligations contained therein, then this obligation shall become null and void, otherwise to remain in full force and effect throughout the period of performance, including any warranty or guaranty period.

No prepayment or delay in payment, and no change, extension, addition, or alteration of any provision of said Contract or Contract Documents agreed to between the Contractor and the District, and no forbearance on the part of the District shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code and Section 359.5 of the Code of Civil Procedure of the State of California.

Each signator to this bond hereby declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated the day and year entered on the first page hereof.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\*Title \_\_\_\_\_

By \_\_\_\_\_

\*\*Title \_\_\_\_\_

(SEAL OF SURETY)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

*Note: The signature of the Surety on this bond must be acknowledged before a Notary Public. An executed Power of Attorney indicating that the Surety's representative is authorized to bind the Surety must accompany this bond.*

The foregoing Bond was accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_, East Bay Municipal Utility District

Specifications / Proposal No. \_\_\_\_\_

\*If corporation, Corporate President or CEO; if Partnership, Partner.

\*\*Corporate Secretary or financial officer.