SPECIFICATIONS

FOR

Sheriff Office HVAC Repairs, PW 22-08
May 09, 2022

NOTICE TO CONTRACTORS

CONTRACT FOR CONSTRUCTION

PROPOSAL FORM

BONDS

SPECIAL PROVISIONS - SECTION ‘A’
SECTION ‘B’
SECTION ‘C’

Contractor shall possess a Class B or C-20 license at the time of contract award.

Bid Opening Date: June 2, 2022

Approved
Juan S. Arias
County Engineer RCE No. C63365
NAPA COUNTY  
STATE OF CALIFORNIA  

NOTICE TO CONTRACTORS  

Proposals shall be submitted under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefore. Proposals which are not properly marked will be rejected. Sealed proposals will be received at the office of the Clerk of the Board of Supervisors, Napa County Administration Building, 1195 Third Street, Room 310, Napa, California, until 11:30 A.M. on June 2, 2022, (no bids will be accepted after 11:30 A.M.) after which they will be opened and read under the social distancing protocol in enforcement at the time, for the construction in accordance with the Plans and Special provisions thereto, to which special reference is made as follows:

Sheriff’s Office HVAC Repairs, PW 22-08

Engineer Estimate: $215,000

Zoom Meeting link: https://countyofnapa.zoom.us/j/87014972125  
To listen to bid opening by phone, dial: 1 (669) 900-6833  
Zoom Meeting ID: 870 1497 2125

Bids are required for the entire work called for by the Plans and Specifications, and neither partial nor contingent bids will be considered.

Bidders are responsible for monitoring www.countyofnapa.org/1607/Current-Projects for addendums which may be issued up until 72 hours prior to bid opening. Complete sets of Contract Documents must be used in preparing Bids. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

All questions must be e-mailed or mailed by 5:00 P.M. on May 27, 2022 to Frank Lucido at frank.lucido@countyofnapa.org, Napa County Public Works, 1195 Third St. Room 101, Napa, CA 94559.

Bid results of the three apparent low bidders with their subcontractor’s list will be on the County’s website www.countyofnapa.org/1607/Current-Projects by the day after the bids are publicly opened and read.

The Plans and Specifications may be seen at the Napa County Department of Public Works, 1195 Third Street, Room 101 Napa, California. Plans, Special Provisions (excluding State Standard Specifications and other documents included by reference), Proposal Forms and Contract Forms may be obtained at said office by prospective bidders to those licensed by the State of California for the type of work involved or may be found electronically at www.countyofnapa.org/1607/Current-Projects.

Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code section 4104, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Business and Professions Code section
7029.1 or by Public Contract Code sections 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded. Pursuant to California Labor Code sections 1770, et. seq., the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Napa County Department of Public Works where copies will be made available to any interested party on request. These rate determinations may also be found on the State of California Department of Industrial Relations’ website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. Contractors and subcontractors shall also submit certified payroll records, employ apprentices, and comply with working hour conditions as required by the Labor Code.

No bid will be considered unless it is made on a blank form furnished by the County Engineer of Napa County and is made in accordance with the provisions of the proposal requirements and conditions set forth under Section 2 of the 2018 Standard Specifications of the State California, Department of Transportation, except as modified in the above referred to Special Provisions.

The Contractor shall possess a Class B or C-20 license at the time of the Contract award. A bid guarantee in the amount of 10% of the total bid shall accompany the bid.

The successful bidder shall be required to furnish a Performance Bond in an amount equal to 100% of the contract price and a Labor and Material Bond in an amount equal to 100% of the contract price with good and sufficient surety.

PRE-BID MEETING: A mandatory on-site meeting for contractors is scheduled for May 20, 2022, at 10:00 A.M. at 1535 Airport Blvd., Napa, CA 94559. If you plan to attend the pre-bid meeting, please contact Frank Lucido at frank.lucido@countyofnapa.org by no later than 4 P.M. on May 18, 2022. Bidders shall be limited to 2 people per company and observe social distancing consistent with the current Health Orders for COVID-19.

The Board of Supervisors reserves the right to reject any or all bids. By order of the Board of Supervisors of the County of Napa, State of California made this April 5, 2022.

NAPA COUNTY CLERK OF THE BOARD OF SUPERVISORS
NAPA COUNTY AGREEMENT NO. ____________

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made and concluded in triplicate this _____, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and __________________, whose business address is __________________ hereinafter referred to as “CONTRACTOR.”

TERMS

ARTICLE I. In consideration of the payments and covenants hereinafter mentioned, to be made and performed by County, and under the conditions expressed in the two (2) bonds attached hereto, Contractor shall, at Contractor’s own cost and expense, do all the work and furnish all materials, except such as are specified herein to be furnished by County, necessary to construct and complete in a good, workmanlike, and substantial manner and to the satisfaction of the Napa County Board of Supervisors that project known as Sheriff’s Office HVAC Repairs, PW 22-08 which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications (“Plans”) entitled Sherif’s Office HVAC Repairs, PW 22-08 the Bid submitted by Contractor (“Bid Proposal”), the Special Provisions, and the May 2018 Standard Specifications of the State of California Department of Transportation (“Standard Specifications”). The Plans, Bid Proposal, Special Provisions, and Standard Specifications are hereby incorporated by reference as if set forth herein.

ARTICLE II. County hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the materials and to do the work according to the terms and conditions herein contained for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth herein, and both parties hereby agree, for themselves, their heirs, executors, administrators, successors, and assigns, to full performance of the covenants contained herein.

ARTICLE III. It is further expressly agreed by and between the parties that if there is any conflict between the Bid Proposal of Contractor and any of the other terms of this Contract, then such other terms shall control and any such conflicting terms of the Bid Proposal shall not be deemed to have been accepted by County.

ARTICLE IV. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; for all loss and damage, arising out of the nature of such work, from the action 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 Board of Supervisors of the County and for all risks of every description connected with the work; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work and the whole
thereof in the manner and according to the Plans, Special Provisions, and Standard Specifications and the requirements of the Engineer under them, to wit:

**Sheriff’s Office HVAC Repairs**  
**PW 22-08**

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<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>TOTAL</th>
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<td>Mobilization, Bonds, Insurance, etc…</td>
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<td>Evaporative Condensers Repairs</td>
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<td>Spare Supply Fan VFD</td>
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<td>Spare Return Fan VFD</td>
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<td>6</td>
<td>Spare Exhaust Fan VFD</td>
<td>EA</td>
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<tr>
<td>7</td>
<td>Spare Copeland Screw Compressor</td>
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<td>8</td>
<td>Allowance</td>
<td>LS</td>
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**Base Bid Total: $**

**TOTAL BASE BID (WRITTEN):**

and /100 DOLLARS
IN WITNESS WHEREOF, this Contract has been approved by County and Contractor as of the date first set forth on page C-1 of this Contract.

By ________________________________
Authorized Signature NAME
Title

By ________________________________
Authorized Signature NAME
Title

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By ________________________________
RYAN GREGORY, Chair
Board of Supervisors

“COUNTY”

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NOTE: Signature of those executing for the Contractor must be acknowledged by Notary Public. If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.
PROPOSAL FORM
(MAY BE DETACHED AND SUBMITTED ALONE)

TO THE DIRECTOR OF PUBLIC WORKS
OF NAPA COUNTY
NAPA, CALIFORNIA

FOR:

Sheriff’s Office HVAC Repairs
PW 22-08

NAME OF CONTRACTOR ______________________________________________________

BUSINESS ADDRESS ________________________________________________________

E-MAIL ADDRESS ___________________________________________________________

DIR LICENSE NUMBER _______________________________________________________

CONTRACTOR LICENSE NO. _________________________________________________

Location: The work to be done and referred to herein is in Napa County, State of California, more particularly described as follows:

Sheriff’s Office HVAC Repairs
PW 22-08

The undersigned, as contractor, declares that the only person 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; has visited the Site of Work as described in the Contract and has examined and familiarized him or herself with the existing conditions relating to the construction which will be performed, the annexed proposed form of contract, the Plans, Special Provisions, and Standard Specifications; and they propose, and agree if this proposal is accepted, that they will contract with Napa County, 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 payment therefore the following item prices to wit:
Sheriff’s Office HVAC Repairs  
PW 22-08

<table>
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<td>LS</td>
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<td>$10,000</td>
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**Base Bid Total: $**

**TOTAL BASE BID (WRITTEN):**
Seven Hundred Ninety-Eight Thousand and 00/100 DOLLARS

*Authorized Signature Name Title

*Authorized Signature Name Title

* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chair of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.
INSTRUCTIONS TO BIDDERS

The Bid and Determining Low Bidder.
Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Base Bid.

The contractor shall set forth for each item of work, in clearly legible figures, as item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of a discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, 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 in accordance with the following:

1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

In case of a discrepancy between the Total Lump Sum Bid and the calculated total of the amounts in the "Total" column for each line item determined after using the above procedures for resolving the discrepancies, the calculated total of the amounts set forth in the "Total" column for shall become the Total Lump Sum Bid and shall be used for comparison purposes in determining the lowest bid.

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposal, and the right is reserved to the County to increase or decrease the amount of work under any item as may be required, in accordance with provisions set forth in the specifications for this project.

It is further understood and agreed that the total amount bid for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Director of Public Works within eight (8) days, not including Saturdays, Sundays, and legal holidays, after the contractor has received notice from the County Engineer that the contract has been awarded to him, the Director of Public Works may, at its option, determine that the contractor has abandoned the contract, and thereupon this proposal, and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of Napa County.

///
Form of Bid.
(1) To receive consideration, bids shall be made on the forms and in the manner set forth in the Notice to Contractors.

(2) Bids received after the date and time advertised for opening will be considered non-responsive and will be rejected.

(3) Each bid must be completed in ink, typewritten, or computer generated, and all changes and/or erasures must be initialed in ink. Each bid must be signed in ink by an authorized representative of the firm.

(4) Contractors shall not change the bid form nor make additional stipulations on the bid form which are not consistent with the provisions of the specifications.

Taxes. Bid prices shall include all applicable federal, state, and local taxes.

Receipt of Bids. All bids must be received sealed in an envelope prior to the time specified in the Notice to Proposers or as amended expressly by an addendum. Late bids will not be opened and will not be considered under any circumstances.

Postponement of Opening. The County reserves the right to postpone the date and time for receiving and/or opening of proposals at any time prior to the date and time established in the Notice to Proposers.

Rejection of Proposals. The County reserves the right to reject any proposals which are incomplete, obscure, or irregular, any proposals which omit a bid on any one or more items for which bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the County; any proposals accompanied by insufficient or irregular proposal guaranty; and any proposals from contractors who have previously failed to perform properly or to complete contracts of any nature on time.

Relief of Contractors. Attention is directed to the provisions of Public Contract Code section 5100, et seq., concerning relief of contractors, and in particular to the requirement therein that if a contractor claims a mistake was made in its bid, the contractor shall give the County written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

Bid Protest Procedures. All protesting bidders must pay a protest fee to Napa County Public Works before the protest is accepted in accordance with the Napa County Fee Policy adopted by the Board of Supervisors and last revised by Resolution 2019-70. The current Bid Protest Fee is $903.88 as set forth in Part III Fees, Part 140 Public Works, section 140.015 and section 140.115(f). Any bid protest must be in writing and received by the County at 1195 Third Street, Napa, CA before 5:00 p.m. no later than five (5) working days following the occurrence giving rise to the protest (the “Bid Protest Deadline”) shall be considered pursuant to the procedures set forth in Section 10 of the County Purchasing Manual and must comply with the provisions of that section and those requirements set forth below:
(1) Only a contractor who has actually submitted a Bid Proposal is eligible to submit a bid protest against another contractor. Subcontractors are not eligible to submit bid protests. A contractor may not rely on the bid protest submitted by another contractor but must timely pursue its own protest.

(2) The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, and telephone number of the person representing the protesting contractor if different from the protesting contractor.

(3) The party filing the protest shall concurrently transmit a copy of the protest and all supporting documents by fax or by e-mail, by or before the Bid Protest Deadline, to the protested contractor and any other contractor who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

(4) The protested contractor may submit a written response to the protest, provided the response is received by the County before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested contractor if different from the protested contractor.

(5) A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested contractor and any other contractor who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

(6) The procedure and time limits set forth in this section are mandatory and are the contractor’s sole and exclusive remedy in the event of bid protest. The contractor’s failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

It is the intention of the County to award a contract, if at all, to the lowest contractor who demonstrates the attributes of trustworthiness, as well as quality, fitness (including financial qualifications), capacity, and experience to enable it to prosecute the work successfully and properly, and to complete the work within the time period named in the Contract Documents.

To determine responsibility, the County will weigh any evidence that the contractor has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the Work. The County shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress.
NONCOLLUSION DECLARATION TO BE EXECUTED  
BY CONTRACTOR AND SUBMITTED WITH BID

"I, __________________________________________, hereby declare as follows: that I am  
________________________________________ of ______________________________, the  
party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any  
undisclosed person, partnership, company, association, organization, or corporation; that the bid is  
genuine and not collusive or sham; that the contractor has not directly or indirectly induced or  
solicited any other contractor to put in a false or sham bid, and has not directly or indirectly  
colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, or  
that anyone shall refrain from bidding, that the contractor has not in any manner, directly or  
indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of  
the contractor or any other contractor, or to fix any overhead, profit, or cost element of the bid price,  
or of that of any other contractor, or to secure any advantage against the public body awarding  
contract of anyone interested in the proposed contract; that all statements contained in the bid are  
true; and, further, that the contractor has not, directly or indirectly, submitted their bid price or any  
breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid,  
and will not pay, any fee to any corporation, partnership, company association, organization, bid  
depository, or to any member or agent thereof to effectuate a collusive or sham bid."

I certify and declare under penalty of perjury that the foregoing is true and correct.

Executed on ______________________ at ______________________

(DATE) (PLACE)

__________________________________

SIGNATURE
Accompanying this proposal in an amount equal to at least ten percent (10%) of the total bid is a:

☐ Cashier’s Check  ☐ Certified Check  ☐ Bidders Bond

[ Note: A personal check is not an acceptable form of security ]

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If contractor or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners comprising the firm; if contractor or other interested person is an individual, state first and last names in full.  


Licensed in accordance with an act providing for the registration of Contractors License No. ______________  Expiration Date ____________  Classification ____________  

______________________________

Signature of contractor

NOTE; if contractor is corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officer authorized to sign contracts on behalf of the corporation; if contractor is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and if contractor is an individual, their signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address ____________________________________________

Place of Residence ____________________________________________

Dated ________________, 2022  Phone ______________________

Email ________________________________________________
**ADDENDUM ACKNOWLEDGEMENT**

Contractor acknowledges receipt of the following addendums which are attached to the proposal:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date</th>
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LIST OF SUBCONTRACTORS

Pursuant to Public Contract Code sections 4100 to 4113, Standard Specifications section 5-1.13, and Napa County Board of Supervisors Resolution No. 74-3, each bidder shall complete and submit this form with their bid in accordance with the following instructions.

1. For each subcontract item to be performed by a subcontractor, the following shall be indicated herein: the name of the subcontractor, the portion of work to be performed, each subcontractors license number, and the location of the place of business.
2. Only one subcontractor shall be listed for each craft unless there is an alternate bid in which case a different subcontractor, when so designated, may be listed for the alternate work.
3. All fields must be completed as specified or the bid proposal may be rejected as non-responsive.

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Portion of Contract (i.e., Electrical, Striping, Roofing, etc.)</th>
<th>Subcontractor License Number</th>
<th>DIR Registration Number¹</th>
<th>Dollar Amount of Work to Be Performed</th>
<th>Location of Business (City and State)</th>
</tr>
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¹All general contractors and subcontractors must be registered with DIR in conformance with Labor Code sections 1725.5 and 1771.1. By requesting the DIR registration numbers of all subcontractors, bidders are put on notice that if they list a subcontractor without a DIR registration number at the time of bid opening, the County, in its sole discretion, may find the failure to do so intentional and find the bid non-responsive. DIR registration number lookup is available online at [https://efiling.dir.ca.gov/PWCR/Search](https://efiling.dir.ca.gov/PWCR/Search)
Note: Bid Bonds to be on this form or on a form supplied by a licensed surety insurer

CONTRACTORS BOND

NAPA COUNTY
STATE OF CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS,

That we

______________________________

______________________________

______________________________

______________________________

______________________________

______________________________

______________________________

as PRINCIPAL, and

______________________________

______________________________

______________________________

______________________________

______________________________

______________________________

______________________________

as SURETY,

are held and firmly bound unto NAPA COUNTY, hereinafter called the COUNTY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Napa County Board of Supervisor, 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. In no case shall the liability of the surety hereunder exceed the sum of $\;

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS the Principal has submitted the above mentioned bid to the Board of Supervisors of the County of Napa for the in Napa County, in accordance with the Specifications entitled South Campus Building B Emergency Power, PW 21-20 and the Standard Specifications of the State of California, Department of Transportation, dated, 2018, therefore, heretofore adopted by the Napa County Board of Supervisors.

NOW THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enter into a written contract, in the prescribed form, in accordance with the bid, and files and two bonds with the Clerk of the Board of Supervisors, 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 and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all cost incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

**SEALEO** with our seals and dated this ___ day of _____________________________, _______.

Principal (contractor):  
By: ________________________

Surety:  
By: ________________________, Attorney in Fact

By: ________________________

**Signatures for Principal and Surety must be acknowledged before a Notary Public**

**APPROVED AS TO FORM:**  
THOMAS C. ZELENY, Interim County Counsel

By: Shana A. Bagley (May 11, 2022)  
Deputy County Counsel
NAPA COUNTY
PERFORMANCE
BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, ______________, whose address is as Principal, and__________________, duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are jointly and severally held and firmly bound unto NAPA COUNTY, a political subdivision of the State of California, as Obligee, in the full and just sum of

__AND 00/100 DOLLARS lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas, the above bounden Principal has entered into a contract, or is about to enter into a contract with the Obligee to do and perform the following work, to-wit: Sheriff's Office HVAC Repairs, PW 22-08 as is more specifically set forth in said contract, to which contract reference is hereby made.

NOW, THEREFORE, if the said Principal shall well and truly do the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation shall be null and void, otherwise is shall remain in full force and effect.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the agreement secured by this bond including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon and between NAPA COUNTY as Obligee and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

SEALED with our seals and dated this__________ day of ________________________, 2022.

Principal (contractor):

Surety:

By:______________________________
   By:______________________________
   Attorney in Fact

By:______________________________

Signatures for Principal and Surety must be acknowledged before Notary Public

APPROVED AS TO FORM:
THOMAS C. ZELENY, Interim County Counsel

By: Shana A. Bagley (May 11, 2022)
   Deputy County Counsel
NAPA COUNTY
LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, ___________________________, as Principal, and ______________, duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto any and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who performed work or labor upon the same, and whose claim has not been paid by the contractor, company or corporation, in the just and full sum of ______________________ AND 00/100 DOLLARS for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas the above bounden principal has entered into a contract, or is about to enter into a contract with NAPA COUNTY, a political subdivision of the State of California, to do and perform the following work, to-wit: Sheriff's Office HVAC Repairs, PW 22-08.

NOW THEREFORE, if the above bounden Principal, contractor, person, company or corporation, or his or its subcontractor fails to pay for any materials, provisions, provender, other supplies, or terms used in, upon or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or the subcontractors of the Principal pursuant to Unemployment Insurance Code section 13020 with respect to the work and labor, then the Surety of this bond will pay the same, in an amount not exceeding the sum specified in this bond as well as a reasonable attorney’s fee, which shall be fixed and awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the contract above referred to, and work and labor under which is secured by this bond, including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon by and between NAPA COUNTY and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

THIS BOND is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code sections 9550 et seq., inclusive, and all amendments thereto and shall inure to the benefit of any of the persons named in Civil Code section 9100 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

SEALED with our seals and dated this _________ day of ____________________, 2022.

Principal (contractor):

Surety:

By: _______________________________ By: _______________________________.
Attorney in Fact

By: _______________________________

Signatures for Principal and Surety must be acknowledged before Notary Public

APPROVED AS TO FORM:
THOMAS C. ZELENY, Interim County Counsel

By: Shana A. Bagley (May 11, 2022)

LABOR AND MATERIALS BOND
B-2
Deputy County Counsel