



**INVITATION TO BID (ITB)  
LARIMER COUNTY COLORADO  
200 W. OAK ST., SUITE 4000  
FORT COLLINS, COLORADO**

BID NUMBER: B17-13  
DESCRIPTION: PN 5022 - South Shore Carter Lake Campground Improvements  
CLOSING DATE: July 28, 2017

Please bid DELIVERED PRICES on the following Goods or Services. No bid is contingent on the purchase of all items listed. The right is reserved to reject any and all bids or parts thereof. Prices and terms shall remain in effect for 30 days from date of opening.

The Board of Larimer County Commissioners will be accepting sealed bids at the office of the Purchasing Director, 200 W. Oak Street, Suite 4000, Fort Collins, Colorado, 80521, up to 2:00 P.M. (our clock), on Friday, July 28, 2017 at which time they will be publicly opened and read aloud.

The work consists of expanding on the existing South Shore Carter Lake Campground in Southwest Loveland, CO. Predominant items included in the project include 11,500 cubic yards of unclassified excavation, 550 tons of rock excavation, over 5000 yards of topsoil (mostly native), 9200 ton of Recycled Asphalt Pavement, over 500 Lineal feet of steel and concrete pipe, clear and grubbing, and the installation of 22 new camp site loops/pads.

**PRE-BID MEETING**

This Meeting/Site-Visit will help familiarize vendors with the scope of work and gives the vendors the opportunity to ask clarifying questions. The meeting will be held **Wednesday, July 19, 2017 and start promptly at 9:00 a.m.** at the [Bison Visitor Center](#) located at 1800 South County Road 31, Loveland, CO. The Meeting/Site-Visit will start at Bison Visitor Center and then move to South Shore Carter Lake Campground. Representatives from Larimer County Engineering and Natural Resources will be present to provide a guided tour and answer questions. Vendors are requested (not required) to attend and participate in the meeting. Vendors should read the entire bid document prior to the meeting.

**\*\*\* THIS WILL BE THE ONLY PRE-BID/SITE-VISIT MEETING OFFERED \*\*\***

**\*\* NO OTHER MEETING WILL BE CONDUCTED \*\***

Bid documents and specifications are available online at Rocky Mountain e-Purchasing at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado), and on the Larimer County Purchasing site at [www.larimer.org/bids](http://www.larimer.org/bids).

All questions regarding this bid **must** be in writing and should go to Brian O'Donnell, Civil Engineer I, at [odonneba@co.larimer.co.us](mailto:odonneba@co.larimer.co.us). **Questions are due no later than 10:00 a.m. July 21, 2017.** Please call Brian O'Donnell at 970-498-5752 to verify receipt of your questions.

**NOTE:** Unauthorized contact with any other County employees regarding this bid may result in disqualification of your bid.

## **GENERAL INSTRUCTIONS:**

Bidder shall not stipulate in his bid any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bids that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.

Bids shall be typewritten or written in ink on the form prepared by the County. If the form is filled out using pencil, the bid may be considered non-responsive and may be rejected. The person signing the bid or an authorized representative of the company shall initial all corrections or erasures made on your bid.

Any charges for freight, delivery, containers, packaging, etc., will be included in the bid price.

In submitting the bid, the vendor agrees that acceptance of any or all bids by the County within a reasonable time period constitutes a contract. No delivery shall become due or be accepted until a purchase order has been issued by the Purchasing Director of Larimer County.

It is understood that the Board of Larimer County Commissioners reserves the right to reject any and/or all bids and to waive informalities in bids, and to accept the bid that, in the opinion of the Board, is in the best interest of Larimer County. The total cost of bid preparation and submission shall be borne by the bidder.

If, in the sole judgment of the Board of County Commissioners, the proposals are substantially equal, the Board may grant the contract to companies located in Larimer County, however this is not applicable in the case that Federal funds are used.

As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs illegal immigrants to help carry out publicly funded work. Pursuant to the provisions of Colo. Rev. Stat. §8-17.5-101, contractors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a contractor awarded a contract violates the provisions of Colo. Rev. Stat. §8-17.5-101(2), the state or local government agency may terminate the contract and the contractor will be liable for damages to such agency.

Vendor certifies, warrants, and agrees that (he) (she) (it) has knowledge of the "Keep Jobs in Colorado Act of 2017" codified at Sections 8-17-101, *et seq.* of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work. See <https://www.colorado.gov/pacific/cdle/kijica> for more information regarding this Act, which applies to Public Works projects.

All information submitted in response to this bid is public after the bid opening. The bidder should not include as a part of the response to the invitation to bid any information which the bidder believes to be a trade secret or other privileged or confidential data. If the bidder wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid is confidential will not be honored. Larimer County will endeavor to keep that information confidential, separate and apart from the bid subject to the provisions of the Colorado Open Records Act or order of court.

**No work shall commence nor shall any invoices be paid** until the contractor provides the requested proof of insurance as outlined in the "Insurance Requirements for Contractors" and until such proof is accepted by Larimer County. **Additionally**, the contractor will provide an endorsement naming Larimer County as an additional insured to their policy. If you have any questions concerning the insurance requirements, please contact Risk Management at (970) 498-5963 at least one week prior to the bid opening date.

Payment for work performed or goods sold to Larimer County can be expected within 30 days after receipt of the invoice and satisfactory acceptance from the department receiving the service or goods. Any discount allowed by the vendor for prompt payment, etc., must be reflected in the bid figure, and not entered as separate pricing on the bid.

No telephone, e-mail, or facsimile bids will be accepted. Bids must be clearly identified on the front of the envelope by bid number and title. Responsibility for timely submittal and routing of bids, prior to opening, lies solely with the bidder. Bids received after the opening time specified will not be considered.

Larimer County strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Larimer County does not discriminate.

Other governmental entities may piggyback on the award of this solicitation, and should contact Larimer County Purchasing for any necessary procurement documents. The entity shall deal directly with the award vendor concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Larimer County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the vendor or any government entity relating to such use.

The Contractor certifies that by signing the contract, neither the contractor nor subcontractors, the organization nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

No vendor awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at [www.sam.gov](http://www.sam.gov).

Bids must be furnished exclusive of any Federal, State, or Local taxes.

## **BIDDING INSTRUCTIONS:**

The following items are part of the proposal for the above noted project. If any of these items are not included with your proposal forms, please contact the Larimer County Purchasing Department.

- Bid Package
  - General Instructions
  - Proposal Form
  - Anti-Collusion Affidavit
  - Certificate of Intent to Sublet
  - Bid Bond
  - Sample Contract
  - Sample - Department of Public Works Contract
  - Sample - Payment and Performance Bonds
- Bid Schedule (in MS Excel format)
- Special Provisions
- Construction Plans (33 Pages)

It is not necessary to return the entire Proposal Package for the Bid Opening. **Submittal of the following completed forms is required or your bid will be rejected:**

1. Proposal Form
2. Bid Bond
3. Anti-Collusion Affidavit
4. Certificate of Intent to Sublet
5. Bid Schedule

Each Bid **must** be accompanied by a Bid Guaranty consisting of a properly Certified Check, Cashier's Check or Bid Bond, in the amount of five percent (5%) of the contractor's bid, without conditions, payable to Larimer County. The sample Bid Bond included in these bid documents may be used as Bid Guaranty. This is the only

acceptable form for a Bid Bond, no other form will be accepted. Bid Guaranties may be held until the contract is awarded, provided the time from bid opening to contract award does not exceed thirty days. The successful Bidder will be required to furnish Performance and Payment Bonds.

Each bid must contain a unit bid price for each item shown in the Bid Schedule, and a completed Certificate of Intent to Sublet. Failure to include unit bid prices and Certificate may be cause for rejection.

The original of the signed Affidavit relative to collusion shall be submitted by the Contractor with the bid. The bid will be rejected if it does not contain the signed affidavit.

**The Bid and Bid Guaranty must be placed in one envelope securely sealed there and labeled:**

**BID NO. B17-13  
PROJECT NO. 5022  
SOUTH SHORE CARTER LAKE CAMPGROUND IMPROVEMENTS**

Larimer County will not be responsible for the premature opening of Bids not properly labeled.

**NOTE: LARIMER COUNTY DOES NOT ACCEPT LIMITATIONS OF LIABILITY.**

**PROPOSAL FORM: B17-13, Project NO. 5022 – South Shore Carter Lake Campground Improvements**

TO THE BOARD OF COUNTY COMMISSIONERS,  
Larimer County, Colorado

I/We have examined the Plans and Specifications and the site of the proposed work and receipt of Addendum No(s). \_\_\_\_\_ is hereby acknowledged.

I/We certify that no illegal aliens will be employed or contracted with to perform work under this contract in compliance with the provisions of C.R.S. 8-17.5-101, et. seq.

I/We understand and accept the proposition that the Estimate of quantities is approximate only, that the quantities are subject to either increase or decrease and propose to perform any increased or decreased quantities of work at the unit price named in this Proposal, except for alterations provided for in the Specifications.

I/We agree that the Invitation for Bids, Proposal Requirements and Conditions, the Plans and Specifications, any Special Provisions, and this Proposal shall form and be part of the Contract to be signed by me/us if this Proposal is accepted, and that I/we will furnish a Contract Bond in a penal sum equal to the estimated contract price, with surety, or sureties, to guarantee the completion of the work and also to guarantee that all material and labor upon this work, or incidental to the completion of this work, shall be fully paid for.

I/We hereby propose to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work hereinafter described for what is known as: Bid No. B17-13, Project Number 5022 – South Shore Carter Lake Campground Improvements that may be awarded the undersigned in pursuance of a certain advertisement of the Board of County Commissioners, Larimer County, Colorado, dated June 27, 2017 a copy of which advertisement is attached and made a part hereof, and in accordance with the full details, Plans and Specifications as prescribed by said Board of County Commissioners and under the direction and according to the instructions of said Board or their authorized assistants, for the prices named in the Proposal.

I/We agree to protect my/our employees on this contract, if awarded to \_\_\_\_\_, by adequate compensation insurance.

I/We agree that any Extra Work or materials which the said Board may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to the work on the force account basis as specified in the Specifications, the force account bills to be checked and signed at the end of each day by the engineer or inspector in charge, and the Contractor's representative; provided that no class or item of work or material for which a unit bid price is provided in this Proposal is to be classified as Extra Work.

I/We hereby agree to execute a Contract and Bond and supply Insurance Endorsement forms provided by the said Board within fifteen (15) days (or such further time as may be allowed in writing by the Board) after receiving notification of the Award of Contract based on this proposal, and in case I/we do not, the Board may proceed to award the contract to another, readvertise the work for bids, or proceed in any lawful manner they deem advisable, and the accompanying Guaranty shall become forfeited to Larimer County, Colorado as liquidated damages.

I/We hereby agree to commence the work within the timeline specified in the Special Provisions section, "Commencement and Completion of Work" and to complete the same within 65 working days in accordance with the "Notice to Proceed".



<b>LARIMER COUNTY</b>	<b>PROJECT NO.: 5022</b>	
<b>ANTI-COLLUSION AFFIDAVIT</b>	<b>B17-13</b>	
	<b>LOCATION: South Shore Carter Lake Campground Improvements</b>	
<p>I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.</p> <p>I further attest that:</p> <ol style="list-style-type: none"> <li>1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.</li> <li>2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.</li> <li>2B. Neither the price(s) nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.</li> <li>3A. No attempt has been made or will be made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or noncompetitive bid or other form of complementary bid.</li> <li>3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.</li> <li>4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.</li> <li>5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, non-competitive or other form of complementary bid or agreeing or promising to do so on this project.</li> <li>6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.</li> <li>7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.</li> <li>8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Larimer County, Colorado of the true facts relating to submission of bids for this contract.</li> </ol> <p><b>I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.</b></p>		
Contractor's Firm or Company Name:	By:	Date:
	Title:	
2 <sup>nd</sup> Contractor's Firm or Company Name:	By:	Date:
	Title:	
<b>Sworn to before me this ____ day of _____, 20__ .</b>		
NOTARY PUBLIC		
My commission expires:		
<b>NOTE: This document must be signed in ink.</b>		

**CERTIFICATE OF INTENT TO SUBLET  
B17-13 - PN5022**

In accordance with Section 108.01 of the Standard Specifications, the successful bidder may sublet a portion of the contract. The bidder hereby certifies that if awarded the contract, he (does)\* (does not)\* intend to sublet a portion of the work.

Following are the names and addresses of proposed subcontractors and the items and cost of the work each will subcontract. Any changes made to this list after award of contract must be approved in writing by the Engineer.

Name/Address	Subcontract Item	Project Cost

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Please Print) Title

\*circle appropriate word(s)





**BOARD OF COUNTY COMMISSIONERS**  
**LARIMER COUNTY, COLORADO**  
**DEPARTMENT OF PUBLIC WORKS**  
**C O N T R A C T**

(To be executed in quadruplicate, one copy for the Department of Public Works, one for the County Attorney, each of the County of Larimer, State of Colorado, and two for the Contractor).

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of County Commissioners, Larimer County, State of Colorado ("County"), and \_\_\_\_\_ of \_\_\_\_\_, in the County of \_\_\_\_\_, State of Colorado, ("Contractor"), WITNESSETH:

In consideration of their mutual promises, the parties agree as follows:

Contractor will, in a good and workmanlike manner, at his own cost and expense, and strictly in accordance with this contract and the other contract documents described below, furnish all materials and do all work, not otherwise specifically excepted, necessary or incidental to the complete construction of: B17-13, Project NO. 5022 – South Shore Carter Lake Campground Improvements.

This contract shall not take effect until Contractor has furnished and delivered to the County payment and performance surety bonds acceptable to the County, in penal sums equal to the estimated contract price as per the "Schedule" hereto attached, duly executed by a corporate surety, qualified and licensed to do business and maintaining a general agent in Colorado.

The other contract documents which are part of this contract include: the Invitation for Bids, the Contractor's Proposal, the Plans, Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, and Special Provisions, together with all alterations and modifications thereto, all being applicable to the project and on file in the Office of the Engineering Department, Larimer County, Fort Collins, Colorado.

This Agreement, together with the other contract documents, constitute the entire agreement between the parties, and no oral representation, promise or consideration different from the terms contained in this Agreement or different from the other contract documents shall be binding on either party.

The County agrees to pay to the Contractor, according to the requirements of the specifications, the amounts required for the completed work at the unit prices stated in the Contractor's Proposal, and such further amounts as may be required for extra work or materials, all according to the provisions and subject to the conditions as stated in the specifications. The County represents that sufficient appropriations exist to pay its obligations under this contract and that no change orders will issue unless appropriations exist to cover any increased costs. With each request for payment, Contractor shall warrant that all subcontractors and material suppliers have been timely paid in accordance with Section 24-91-103 C. R. S. as now exists or as hereafter may be amended.

Time is of essence of this contract. Work shall begin under this contract no later than the \_\_\_\_ day of \_\_\_\_\_, 2017, (or such other date as may be authorized in writing by the Engineer in the "Notice to Proceed"), and all work must be completed within 65 working days in accordance with the "Notice to Proceed." Liquidated damages at the rate of \$2300.00 per calendar day will be withheld from the Final Estimate for each calendar day that any work shall remain uncompleted after elapse of the contract time.

Contractor shall fully defend and indemnify Larimer County, its officers, agents and employees, from and against all loss or liability that may arise as a result of Contractor's performance of its services hereunder or otherwise as a result of this agreement.

Upon breach of this agreement, the aggrieved party shall be entitled to recover its reasonable attorney fees and costs incurred in any suit brought by reason of such breach. In addition to all other remedies at law and in equity, the County may seek specific performance hereof.

This agreement shall inure to the benefit of, and be binding upon, the successors to the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first-above written.

(SEAL)

Board of County Commissioners  
of The County of Larimer

ATTEST:

\_\_\_\_\_

Deputy Clerk of the Board

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

Chair

(SEAL)

Company: \_\_\_\_\_\*

ATTEST:

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
City State Zip

\*(If the signature is for a corporation, the corporate name must be shown, and subscribed to by some authorized agent, showing the title, and the seal of the corporation affixed; if no corporation, all parties interested must sign.)

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_,  
as principal, and \_\_\_\_\_  
of \_\_\_\_\_, State of \_\_\_\_\_, as surety, are  
held and firmly bound unto the County of Larimer, in the penal sum of \_\_\_\_\_  
(\$ \_\_\_\_\_), with interest thereon at the rate of eight percent (8%) per  
annum until paid, in good and lawful money of the United States of America, for the payment of which sum well  
and truly to be made, principal and surety bind ourselves, our heirs, administrators, executors, successors, and  
assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2017.

The conditions of the foregoing obligation are such that whereas, on the date hereof, the said principal entered  
into a written contract with the County of Larimer for the construction of B17-13, Project NO. 5022 – South  
Shore Carter Lake Campground Improvements, in the State of Colorado; said construction work to be done  
according to the requirements of said contract.

NOW THEREFORE, if the said principal shall at all times duly and faithfully promptly make payments in  
all amounts lawfully due to all persons supplying or furnishing him or his subcontractors with labor or materials  
used or performed in the prosecution of the work provided for in such contract, then this bond will be null and  
void, otherwise the principal and surety will indemnify and save harmless the County to the extent of any  
payments in connection with the carrying out of any such contracts which the County may be required to make  
under the law.

Larimer County shall be under no obligation, except as expressly provided by statute, to withhold any  
sums due the said principal under the terms of this contract, or to protect in any other way the surety or  
sureties, claimants or others.

No representation or statement of the principal made to the surety or sureties in application for this  
bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by principal to surety of the proceeds of such contract shall be binding, except as to any  
net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder  
shall invalidate this bond or release the liability of the surety thereunder.

This agreement shall not be deemed valid until it shall have been accepted by the Chair, Larimer  
County Board of Commissioners, or such assistant as he or she may designate.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_

\_\_\_\_\_, Colorado, the day and date written above.

\_\_\_\_\_(SEAL)  
Signature of Principal

\_\_\_\_\_(SEAL)  
Signature of Principal

\_\_\_\_\_(SEAL)  
Signature of Surety

\_\_\_\_\_(SEAL)  
Signature of Surety

SAMPLE - FOR INFORMATION ONLY

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, of the County of \_\_\_\_\_ State of \_\_\_\_\_, as principal, and \_\_\_\_\_ of \_\_\_\_\_

State of \_\_\_\_\_, as surety, are held and firmly bound unto the County of Larimer, in the penal sum of \_\_\_\_\_

(\$ \_\_\_\_\_) with interest thereon at the rate of eight percent (8%) per annum until paid, in good and lawful money of the United States of America, for the payment of which sum well and truly to be made, principal and surety bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2017.

The conditions of the foregoing obligation are such that whereas, on the date hereof, the said principal entered into a written contract with the County of Larimer for the construction of B17-13, Project NO. 5022 – South Shore Carter Lake Campground Improvements in the State of Colorado; said construction work to be done according to the requirements of said contract.

NOW, THEREFORE, if the said principal shall at all times duly and faithfully discharge its, his or their duties under said contract, and shall duly and faithfully perform all the obligations thereof, and shall and will indemnify and save harmless the County of Larimer, and all persons as provided by the Statutes of the State of Colorado, from any and all damages or loss which the County of Larimer or any persons as provided by the Statutes of the State of Colorado may or shall suffer by reason of the default of the principal or anyone acting for it as subcontractor or otherwise in the performance of this contract, or by reason of any failure on the part of said principal, its agents, servants, or employees, subcontractor or subcontractors, or any of them, in the performance of said contract or any portion thereof, and if the said principal, its subcontractor or subcontractors, and each and all of them, shall duly pay for all labor, materials, and other supplies used or consumed in the performance of the work contracted to be done or any part thereof, then this obligation shall be void; otherwise it shall remain in full force and effect.

Larimer County shall be under no obligation, except as expressly provided by statute, to withhold any sums due the principal under the terms of this contract, or to protect in any other way the surety or sureties, claimants or others.

No representation or statement of the principal made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder.

This agreement shall not be deemed valid until it shall have been approved by the Chair, Larimer County Board of Commissioners, or such assistant as he or she may designate.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_, Colorado, the day and date written above.

\_\_\_\_\_(SEAL)  
Signature of Principal

\_\_\_\_\_(SEAL)  
Signature of Principal

\_\_\_\_\_(SEAL)  
Signature of Surety

\_\_\_\_\_(SEAL)  
Signature of Surety

SAMPLE - FOR INFORMATION ONLY