

7/7/2017

**ADDENDUM #2
to
LARIMER COUNTY BID #B17-14
Carter Lake Fuel Site Replacement**

Under BID# B17-14, referenced above, the following information may help you prepare your Bid.

***** Due to human error, the Bid, Payment, and Performance Bond Forms attached to the Solicitation were marked with a “Sample Only” watermark. Please use attached Bond Forms in their place. *****

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM #2 ON THE SIGNATURE PAGE OF YOUR BIDDOCUMENTS.

THE BID OPENING WILL REMAIN THE SAME.

Whitney Wilson
Purchasing Agent

BID BOND

KNOW ALL MEN by these presents that the undersigned _____
_____ of _____
as Principal, and _____
as Surety, are held firmly bound unto Larimer County, Colorado (the Owner) in the penal sum of _____

_____ Dollars (\$_____) for the payment of which said Principal and Surety each separately, severally, and jointly hereby bind themselves, their heirs, executors, administrators, successors, and assigns firmly by these presents.

Dated, signed, sealed and executed this _____ day of _____, 2017.

The conditions of this bond are such that whereas the said Principal is about to submit a bid or proposal to Larimer County, Colorado (the Owner) to furnish all services, labor, materials and equipment necessary for the improvement of a project known as Bid No. B17-14 – Carter Lake Fuel Site Replacement.

NOW THEREFORE, if the above bound Principal, if he be awarded the contract for the materials and work upon which he bid, shall within the fifteen (15) days of such award enter into a written contract with Larimer County, Colorado (the Owner) in form set out in the Contract Documents for said project and shall furnish bond to be executed by an acceptable surety company, then this bond shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this bond to be executed.

PRINCIPAL

SURETY

STATE OF COLORADO,)
)ss.
COUNTY OF LARIMER)

Before me, a Notary Public in and for said State, came _____
as Principal, and _____ of _____
_____, Attorney in Fact for said _____,
as Surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me a Notary Public this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____.

(S E A L)

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 B17-14 Removal and Replacement of Carter Lake Fuel Site 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 bond, 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 Bond 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

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 Bid No. B17-14 Removal and Replacement of Carter Lake Fuel Site 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 bond, 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 Bond 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