University of Colorado Denver
Department of Facilities Management
CU Denver Building – City Center

Request for Proposal
Project Number: 18-115993

Wednesday, February 14, 2018
ADDENDUM 1

CLARIFICATIONS:
This addendum is to provide additional bond requirement documents, the mandatory pre-bid sign in sheet and to revise the date for the next addendum:

1. All bidders are required to provide a Performance Bond – State Form SC622 (see attached)
2. All bidders are required to provide a Labor and Material Bond – State Form SC6221 (see attached)
3. In the original RFP it was stated that Addendum 1 would be distributed on February 19, 2018. This is a holiday for the University so I am moving the issuance of the next Addendum (Addendum 2) to February 20th, 2018.
4. Though it was distributed previously, I am including the Mandatory Pre-bid Meeting sign in sheet herewith. (see attached)

END OF ADDENDUM
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

LABOR AND MATERIAL BOND

Institution/Agency: University of Colorado Denver / GFE
Project No./Name: 18-115993 / CU Denver Bldg Convert R. Convert Rooms 1110 and 1120 to City Cente

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of

__________________________ are held and firmly bound unto the STATE OF COLORADO

acting by and through __________________________

(agency or institution)

hereinafter called "Principal Representative," and to all subcontractors and any others who have supplied or furnished or shall supply or furnish materials, rental machinery, tools, or equipment actually used in the performance of the hereinafter identified Contract, or who have performed or shall perform labor in the performance of or in connection with said Contract, hereinafter called "Obligees" in the sum of __________

__________________________ Dollars ($__________________________)

together with interest at the rate of eight per cent (8%) per annum on all payments becoming due in accordance with said Contract, from the time such payments shall become due until such payment shall be made, for the payment of which, well and truly made to the Obligees, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated _______________, 20___ for the construction of a PROJECT described as

which Contract is hereby by reference made a part hereof;
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal and the Surety shall fully indemnify and save harmless the State of Colorado and the Principal Representative from and against any and all costs and damages, including patent infringements, which either may suffer by reason of any failure or failures of the Principal promptly and faithfully to perform all terms and conditions of said Contract and shall fully reimburse and repay the State of Colorado and the Principal Representative all outlay and expense which the State of Colorado and the Principal Representative may incur in making good any such failure or failures, and further, if the Principal and his subcontractors shall duly and promptly pay for any and all labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment and other supplies which have been or shall be used or consumed by said Principal or his subcontractors in the performance of the work of said Contract, and it said Principal shall duly and promptly pay all his subcontractors the sums due them for any and all materials, rental machinery, tools, or equipment and labor that have been or shall be furnished, supplied, performed or used in connection with performance of said Contract, and shall also fully indemnify and save harmless the State of Colorado and the Principal Representative to the extent of any and all expenditures which either or both of them may be required to make by reason of any failures or defaults by the Principal or any subcontractor in connection with such payments; then this obligation shall be null and void, otherwise it shall remain in full force and effect.

It is expressly understood and agreed that any alterations which may be made in the terms of said Contract or in the work to be done under said Contract, or any extension(s) of time for the performance of the Contract, or any forebearance on the part of either the State of Colorado or the Principal to any of the others, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond, this ______ day of ______, A.D., 20_____.

(Corporate Seal)

THE PRINCIPAL

ATTEST:

By: ____________________________

Title: ____________________________

Secretary

(Corporate Seal)

SURETY

By: ____________________________

Attorney-in-fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful performance of the contract.
KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called “Principal,”

and

as Surety and hereinafter called “Surety,” a corporation organized and existing under the laws of _________________ are held and firmly bound unto the STATE OF COLORADO acting by and through _________________ (AGENCY OR INSTITUTION) hereinafter called the “Principal Representative”, in the sum of ________________________________ _________________ Dollars ($____________________) for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called “Contract,” dated __________ ____________, 20__, for the construction of a PROJECT described as

which Contract is hereby by reference made a part hereof;
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if the Principal shall promptly, fully and faithfully perform all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract any extensions thereof that may be granted by the Principal Representative with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

AND THE SAID SURETY, for value received hereby stipulates and agrees that whenever the Principal shall be, and declared by the Principal Representative to be in default under said Contract, the State of Colorado having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly (1) Complete the Contract in accordance with its terms and conditions, or (2) Obtain a bid or bids for submittal to the Principal Representative for completing the Contract in accordance with its terms and conditions, and upon determination by the Principal Representative and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the State of Colorado acting by and through the Principal Representative and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount hereinbefore set forth. The term “balance of the contract price” as herein used shall mean the total amount payable to the Principal under the Contract and any amendments thereto, less the amount properly paid by the State of Colorado to the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the State of Colorado.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this __________ day of , A.D., ________________ 20____.

(Corporate Seal) THE PRINCIPAL

ATTEST:

By: _______________________
Title: _______________________

Secretary (Corporate Seal) SURETY

By: _______________________
________________________________ Attorney-in-fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful payment for all labor and material of the contract.
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