



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

**ADDENDUM #2  
August 9, 2018**

## **AUDITORIUM ACOUSTICAL WALL PANELS – ENO MEMORIAL HALL**

This addendum form is part of the Invitation to Bid and Project Manual for the above referenced project and modifies the original document as noted below.

Replace Bid Bond Form and Performance Bond form included in the contract documents and Addendum #1 with the attached forms. Please acknowledge receipt of addenda in the submitted Bid.

**END OF ADDENDUM NO. 2**

Telephone (860) 658-3260  
Facsimile (860) 658-3205

[www.simsbury-ct.gov](http://www.simsbury-ct.gov)

An Equal Opportunity Employer  
8:30 - 7:00 Monday  
8:30 - 4:30 Tuesday through Thursday  
8:30 - 1:00 Friday

**BID BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned

\_\_\_\_\_ as Principal; and

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Town of Simsbury in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

The condition of the above obligation is such that where as the Principal has submitted to the Town of Simsbury a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing, for the

\_\_\_\_\_  
NOW, THEREFORE,

- (a) If said bid shall be rejected, or, on the other hand,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached thereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then, this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety of any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Town may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and the Surety have hereunto set their hands and seals and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_

Principal

By \_\_\_\_\_

(Seal)

Signed in Presence of:

\_\_\_\_\_

\_\_\_\_\_

Signed in presence of:

\_\_\_\_\_

Surety

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

(Seal)

**PERFORMANCE BOND**

Bond Number \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, as Principal, hereafter called Principal, and \_\_\_\_\_, as Surety, hereinafter called Surety are held and firmly bound unto the Town of Simsbury as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$\_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Principal has by written Agreement dated \_\_\_\_\_ entered into a Contract with the Owner for:

“AUDITORIUM ACOUSTICAL WALL PANELS – ENO MEMORIAL HALL”

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

The Surety hereby waives notice of any alterations or extensions of time made by the Owner.

WHEREAS, Principal shall be, and declared by the Owner to be in default under the Contract, the Owner having performed the Owner’s obligations thereunder, the Surety shall 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 submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest qualified responsible Bidder, arrange for a Contract between the Bidder and the Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion of the Contract.

Any suit brought under this Bond must be instituted before the expiration of three wo (3) years from the date on which final payment under this Contract is rendered.

This Bond is issued simultaneously with another Bond in favor of the Town of Simsbury conditioned for full payment of Labor and Materials.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the executors, administrators, or successors of the Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal of Principal)

\_\_\_\_\_  
(Principal)

In the Presence of:

\_\_\_\_\_ By: \_\_\_\_\_  
(witness)

\_\_\_\_\_  
(witness)

(Seal of Surety)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_ By: \_\_\_\_\_  
(witness)

\_\_\_\_\_  
(witness)

(Power of Attorney for person signing for surety company must be attached to the Bond)