



**Financial Services  
Purchasing Division**  
215 North Mason Street  
2nd Floor  
PO Box 580  
Fort Collins, CO 80522  
**970.221.6775**  
970.221.6707 - fax  
[fcgov.com/purchasing](http://fcgov.com/purchasing)

March 4, 2010

Walsh Construction, Inc.  
8139 Open View Place  
Loveland, CO 80537

RE: 7039 Landscape and Irrigation Improvements at Harmony and Shields

Thank you for submitting a bid to the City of Fort Collins for 7039 Landscape and Irrigation Improvements at Harmony and Shields.

Your firm was not the low bidder and in accordance with contract specifications, your bid bond is being returned to you.

We appreciate the time spent in preparing your bid response and we hope you continue your interest in City of Fort Collins' projects.

If you should have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "James B. O'Neill II". The signature is written in a cursive style with a large initial "J" and a stylized "O'Neill".

James B. O'Neill II, CPPO, FNIGP  
Director of Purchasing and Risk Management

Enclosures: Bid Bond

JBO:jkb

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned Walsh Construction, Inc. as Principal, and as Surety, are hereby held and firmly bound unto the City of Fort Collins, Colorado, as OWNER, in the sum of \$5% of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Fort Collins, Colorado the accompanying Bid and hereby made a part hereof to enter into a Construction Agreement for the construction of Fort Collins Project, 7039 Landscape and Irrigation Improvements at Harmony and Shields.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a BOND for his faithful performance of said Contract, and for payment of all persons performing labor or furnishing materials in connection therewith, 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 for 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 said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be accepted by the OWNER.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals this 22nd day of June, 2009, and such of them as 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**

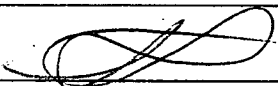
**SURETY**

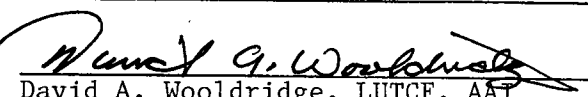
Name: Matthew Walsh

Developers Surety & Indemnity Company

Address: 8139 Open View Place.  
Loveland, CO 80537

5613 DTC Parkway, Greenwood Village, CO 80111

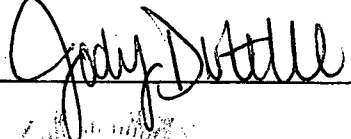
By:  - MATTHEW WALSH

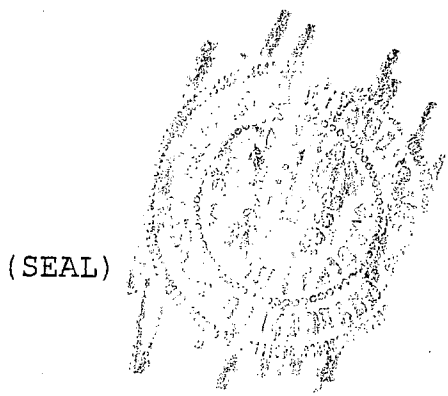
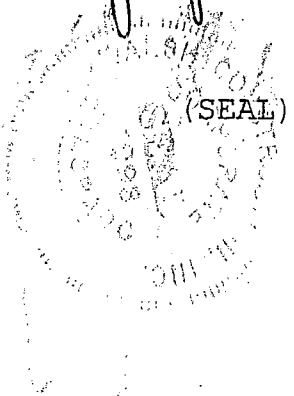
By:  David A. Wooldridge, LUTCF, AAI

Title: President  
President

Title: Attorney In Fact

ATTEST:

By: 



POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, do each, hereby make, constitute and appoint:

**\*\*\*Steven G. Smith, Trent L. Smith, David A. Wooldridge, jointly or severally\*\*\***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: *SV Pate*  
Stephen T. Pate, Senior Vice President

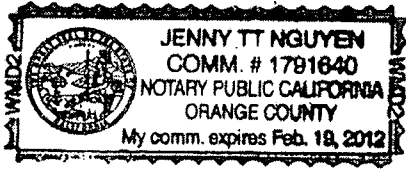
By: *Charles L. Day*  
Charles L. Day, Assistant Secretary



State of California  
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jenny TT Nguyen*  
Jenny TT Nguyen

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been, revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 22 day of June, 2009.

By: *Albert Hillebrand*  
Albert Hillebrand, Assistant Secretary

ID-1438(Wet)(Rev.10/11)