

**CITY OF FOUNTAIN PERFORMANCE BOND**

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

\_\_\_\_\_  
(Name) \_\_\_\_\_ As Principal, hereinafter called Principal, and  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(SURETY Name) \_\_\_\_\_ a corporation organized and existing under  
the laws of the State of:

\_\_\_\_\_  
(SURETY Address)  
and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF FOUNTAIN, COLORADO, as Oblige, hereinafter called the Oblige, in the sum of:  
(Insert Proposal Amount in Words)  
\_\_\_\_\_ dollars and no cents **\$** \_\_\_\_\_ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Oblige have entered into,  
a contract dated the \_\_\_\_\_ day of \_\_\_\_\_ For the following project:  
**101 North Main Street – Alleyway Rehabilitation Project**  
\_\_\_\_\_ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall promptly and faithfully perform all terms, conditions and other obligations of the Contract, and any modifications or extensions thereof granted by the Oblige, then this obligation shall be null and void: otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Oblige or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below:

\_\_\_\_\_  
(Witness) \_\_\_\_\_ FOR: \_\_\_\_\_  
(Principals Name)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Seal) \_\_\_\_\_ ITS: \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Witness) \_\_\_\_\_ FOR: \_\_\_\_\_  
(Surety's Name)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Seal) \_\_\_\_\_ ITS: \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

Bond # \_\_\_\_\_

# CITY OF FOUNTAIN LABOR & MATERIAL PAYMENT BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

\_\_\_\_\_  
(Name)

As Principal, hereinafter called Principal, and

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(SURETY Name)

a corporation organized and existing under  
the laws of the State of:

\_\_\_\_\_  
(SURETY Address)

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF FOUNTAIN, COLORADO, as Obligee, hereinafter called the Obligee, in the sum of:  
(Insert Proposal Amount in Words)

\_\_\_\_\_ dollars and no cents

**\$**

\_\_\_\_\_ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,

a contract dated the \_\_\_\_\_ day of \_\_\_\_\_ For the following project:

**101 North Main Street – Alleyway Rehabilitation Project**

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

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal or the Principals subcontractors with labor, materials, rental machinery, tools or equipment used or performed in the prosecution of the work provided for in the Contract; and if the Principal shall indemnify and save harmless the Obligee to the extent of any payments in connection with the carrying out of the Contract which the Obligee may be required to pay under the law, all in accord with Colorado State Law, Section 38-26-105 C.R.S., then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

AND FURTHER, should the Principal or the Principals subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Principal or the Principals subcontractors in the performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools, or equipment, in the prosecution of the work under the Contract, the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at the rate of eight percent per annum, in accord with Colorado State Law, Section 38-26-106 C.R.S.

In accord with Colorado State Law, Section 38-26-105 C.R.S., actions against the Principal and Surety under this Bond shall be brought within six months after the final completion of the Contract as defined by the ordinances, rules and regulations of the City of Colorado Springs, Colorado, a home rule City, and not afterwards.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

**CITY OF FOUNTAIN LABOR & MATERIAL PAYMENT BOND**

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Signed and sealed on the dates set forth below:

\_\_\_\_\_  
(Witness) FOR: \_\_\_\_\_  
(Principals Name)

BY: \_\_\_\_\_

(Seal) ITS: \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Witness) FOR: \_\_\_\_\_  
(Surety's Name)

BY: \_\_\_\_\_

(Seal) ITS: \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

Bond # \_\_\_\_\_

**CITY OF FOUNTAIN MAINTENANCE BOND**

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address) As Principal, hereinafter called Principal, and  
\_\_\_\_\_  
(SURETY Name) a corporation organized and existing under  
the laws of the State of:  
\_\_\_\_\_  
(SURETY Address)

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF FOUNTAIN, COLORADO, as Obligee, hereinafter called the Obligee, for the use and benefit of claimants as herein below defined, in the amount of: (Insert Proposal Amount in Words)

\_\_\_\_\_ dollars and no cents **( \$ )** \_\_\_\_\_ DOLLARS),

lawful money of the United States of America, together with interest as may be provided by law, for the maintenance and guarantee obligations of the Contract, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,

a contract dated the \_\_\_\_\_ day of \_\_\_\_\_ For the following project:

**101 North Main Street – Alleyway Rehabilitation Project**

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

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly, properly and without cost to Obligee perform all maintenance and other guarantee obligations under the terms of the Contract, including any modifications or extensions thereof granted by the Obligee, for a period of TWO (2) year(s) from the date of final payment upon the Contract by the Obligee, and in the case of each correction or repair, during a period of one year after the date of said correction or repair or for the remaining period of years set forth herein, whichever is longer, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in anyway release affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below:

\_\_\_\_\_  
(Witness) FOR: \_\_\_\_\_  
(Principals Name)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Seal) ITS: \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Witness) FOR: \_\_\_\_\_  
(Surety's Name)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Seal) ITS: \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

Bond # \_\_\_\_\_

**CITY OF FOUNTAIN BID BOND**

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

\_\_\_\_\_ as Principal and hereby hold and firmly bound into the City of Fountain, Colorado as OWNER in the penal sum of \_\_\_\_\_ (10%)

\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assign.

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

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Fountain a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing for the construction of **101 North Main Street – Alleyway Rehabilitation Project**.

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 the 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 the value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept said 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 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, Contractor)

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

BY: \_\_\_\_\_

IMPORTANT-Surety companies executing BOND must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Colorado