



**CITY OF COLORADO SPRINGS AND PPRTA PERFORMANCE BOND**

1. KNOW BY ALL MEN BY THESE PRESENTS, THAT

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

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

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

\_\_\_\_\_  
(SURETY Address)  
A corporation organized and existing under the laws of the State of \_\_\_\_\_

And AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called "Surety," are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO and PIKES PEAK RURAL TRANSPORTATION AUTHORITY as Obligees, hereinafter called "Obligees," in the sum of xxx (\$xxx Dollars) lawful money of the United States of America

- 2. WHEREAS, the Principal and the Obligee have entered into a contract dated the Xth day of December, 2020 for the following project: Airport Road over Spring Creek Bridge Construction Project Contract # T00XXXX, which contract is by reference made a part hereof, and referred to as "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 Obligee, 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 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.



Page Two (2) of Performance Bond

Signed and Sealed on the dates set forth below:

_____	FOR: _____
(Witness)	(PRINCIPAL's Name)

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

ITS: \_\_\_\_\_

_____	This ____ Day of _____, 2020
(Seal)	

FOR: \_\_\_\_\_

_____	FOR: (SURETY'S Name)
(Witness)	

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

ITS: \_\_\_\_\_

_____	This ____ Day of _____, 2020
(Seal)	

Bond #: \_\_\_\_\_ This Bond  (is)  (is not) an SBA Guaranteed Bond.



**CITY OF COLORADO SPRINGS AND PPRTA LABOR & MATERIAL PAYMENT BOND**

1. KNOW BY ALL MEN BY THESE PRESENTS, THAT

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

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

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

\_\_\_\_\_  
(SURETY Address)  
A corporation organized and existing under the laws of the State of \_\_\_\_\_

And AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called "Surety," are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO and PIKES PEAK RURAL TRANSPORTATION AUTHORITY as Obligees, hereinafter called "Obligees," in the sum of xxx (\$xxx Dollars) lawful money of the United States of America

2. WHEREAS, the Principal and the Obligee have entered into a contract dated the Xth day of December, 2020 for the following project: Airport Road over Spring Creek Bridge Construction Project Contract # T00XXXX, which contract is by reference made a part hereof, and referred to as "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 Principal's 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 Principal's 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



## PROCUREMENT SERVICES DIVISION

not exceeding the sum specified in this Bond together with interest at the rate of eight percent per annum, in accordance with Colorado State Law, Section 38-26-106 C.R.S.

In accordance 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 liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.



PROCUREMENT SERVICES DIVISION

Page Two (2) of Labor and Material Payment Bond

Signed and Sealed on the dates set forth below:

_____	FOR: _____
(Witness)	(PRINCIPAL's Name)

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

ITS: \_\_\_\_\_

_____	This ____ Day of _____, 2020
(Seal)	

FOR: \_\_\_\_\_

_____	FOR: (SURETY'S Name) _____
(Witness)	

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

ITS: \_\_\_\_\_

_____	This ____ Day of _____, 2020
(Seal)	

Bond #: \_\_\_\_\_ This Bond  (is)  (is not) an SBA Guaranteed Bond.



**CITY OF COLORADO SPRINGS AND PPRTA MAINTENANCE BOND**

1. KNOW BY ALL MEN BY THESE PRESENTS, THAT

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

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

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

\_\_\_\_\_  
(SURETY Address)  
A corporation organized and existing under the laws of the State of \_\_\_\_\_

And AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called "Surety," are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO and PIKES PEAK RURAL TRANSPORTATION AUTHORITY as Obligees, hereinafter called "Obligees," in the sum of xxx (\$xxx Dollars) lawful money of the United States of America

- 2. WHEREAS, the Principal and the Obligee have entered into a contract dated the Xth day of December, 2020 for the following project: Airport Road over Spring Creek Bridge Construction Project Contract # T00XXXX, which contract is by reference made a part hereof, and referred to as "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 (1) 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 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.



PROCUREMENT SERVICES DIVISION

Page Two (2) of Maintenance Bond

Signed and Sealed on the dates set forth below:

_____	FOR: _____
(Witness)	(PRINCIPAL's Name)

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

ITS: \_\_\_\_\_

_____	This ____ Day of _____, 2020
(Seal)	

FOR: \_\_\_\_\_

_____	FOR: (SURETY'S Name)
(Witness)	

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

ITS: \_\_\_\_\_

_____	This ____ Day of _____, 2020
(Seal)	

Bond #: \_\_\_\_\_ This Bond  (is)  (is not) an SBA Guaranteed Bond.



PROCUREMENT SERVICES DIVISION

**ORIGINAL COPY**

**POWER OF ATTORNEY ON ALL BONDS**