



**PAYMENT AND PERFORMANCE BOND**

THE STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "Principal"), and \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_  
and licensed to do business in the State of Colorado, as Surety (hereinafter called  
"Surety"), are held and firmly bound unto E-470 Public Highway Authority, a political  
subdivision of the State of Colorado, as Owner and Obligee (hereinafter called "Owner" or  
"Obligee"), in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly to be  
made to the Obligee, the Principal and Surety bind themselves, their successors and  
assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above-named Principal and Owner have executed E-470 Permit  
No. \_\_\_\_\_, \_\_\_\_\_ (*permit name*) (hereinafter, the  
"Permit"), which is by reference made a part hereof;

**NOW, THEREFORE**, the condition of this obligation is such that, if the Principal  
shall 1) promptly, fully, faithfully and timely perform all covenants, obligations and  
provisions of said Permit on Principal's part and satisfy all claims and demands incurred  
for the same during the original term thereof and, any extensions thereof that may be  
granted by the Owner with or without notice to the Surety; 2) fully indemnify and save  
harmless the Owner from all costs and damages which said Owner may suffer by reason  
of failure so to do; 3) fully reimburse and repay said Owner all outlay and expenses which  
said Owner may incur in making good any default; 4) duly and promptly pay all persons,  
firms and corporations, including any and all contractors, all just claims due them for the  
payment of all laborers and mechanics for labor performed, for all materials and  
equipment furnished, and for all materials and equipment used or rented in the  
performance of the Permit, 5) satisfy all claims and demands, including but not limited to  
liquidated damages incurred under the Permit; and 6) keep the work constructed under  
this Permit in good repair, in accordance with the warranties (as defined in the Permit), for  
a period of two (2) years from date the Owner grants Final Acceptance for the work. The  
obligations of this Payment and Performance Bond shall not be released until six (6)  
months after the expiration of the two (2) year warranty period and any extensions thereof,  
otherwise the obligations shall remain in full force and effect.

In accord with the foregoing, the Surety, for value received, hereby stipulates and  
agrees that no change, extension of time, alteration or addition to the terms of the Permit



or to the work (as defined in the Permit) to be performed thereunder or to the specifications accompanying same shall in any way affect its obligation on this Bond; and the Surety does hereby waive any notice of any change, extension of time, alteration or addition to the terms of the Permit or to the work to be performed thereunder or the specifications accompanying same whether or not it increases the amount due under the Permit.

The Surety, for value received, hereby agrees that whenever Principal shall be and is declared by Owner to be in default under the Permit, the Surety shall, at the option of the Authority, and in no more than fifteen (15) days, 1) promptly remedy the default; or 2) shall promptly, subject to Owner's concurrence, perform and complete the obligations under the Permit in accordance with its terms and conditions, which may include obtaining a Bid or Bids for completing the work covered by the permit and the execution of a new permit between the Owner and a new contractor approved by Owner. The Surety shall pay the costs of completion of the work covered by the Permit up to an amount equal to the amount of this Bond, as increased or decreased by changes to the Permit which increase or decrease the value of the work.

If the Principal fails to pay for any labor performed, for any materials and equipment furnished, and for any materials and equipment used or rented in the performance of the Permit, the Surety will pay the same in an amount not exceeding the cost of the Permit work together with interest at eight (8) percent per annum.

Any suit under this Bond must be instituted, or notice of intent to commence such suit received by Surety, before one (1) year after the date of expiration of the warranty period or any extension thereof covered by the Permit.

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 successors and assigns of Owner and to all persons, firms and corporations for all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment furnished, and for all materials and equipment used or rented in the performance of the Permit.

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

**[Remainder of page intentionally left blank.]**



Signed and sealed this day of \_\_\_\_\_, 200\_.

ATTEST:

PRINCIPAL:

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

SURETY:

\_\_\_\_\_

By \_\_\_\_\_

Attorney-in-Fact with Power of Attorney attached  
hereto and incorporated herein

**IMPORTANT: Surety companies executing this 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.**