



STATE OF COLORADO



Bond #: _____

KNOW ALL MEN BY THESE PRESENTS, that we _____ of

the County of _____ in the state of _____ as Principal _____, and _____

_____ of _____ as surety _____, are

held and firmly bound unto the STATE OF COLORADO, in the behalf sum of _____

_____ dollars (_____) with interest thereon at the rate of eight percent (8%) per annum until paid, in good and lawful money of the United States of America, for the payment whereof, well and truly to be made, we bind ourselves, our and each of our heirs, administrators, executors, successors, and assigns jointly and severally, firmly by these presents.

WITNESS our hands and seals this _____ day of _____ A. D. 20 _____

The condition of the foregoing obligation is such that whereas, on the date hereof, the Principal _____ entered into a written contract with the STATE OF COLORADO for the construction of _____

in the STATE OF COLORADO; said work of construction to be done according to the requirements of said contract:

NOW THEREFORE, if the said Principal shall at all times duly and faithfully discharge its, his or their duties under said contract and shall duly and faithfully perform all the obligations thereof, and shall and will indemnify and save harmless the STATE OF COLORADO, from any and all damage or loss which the said STATE OF COLORADO may or shall suffer by reason of the default of the Principal or anyone acting for him as subcontractor or otherwise in the performance of this contract or by reason of any neglect or carelessness, act or omission, on the part of said Principal, his agents, servants or employees, his subcontractor or subcontractors or any of them in the performance of said contract or any portion thereof, and all of them shall duly pay for all labor, materials, team hire, sustenance, provisions, provender, and other supplies used or consumed in the performance of the work contracted to be done or any part thereof, these presents shall become void, otherwise to be and remain in full force and effect.

THE STATE OF COLORADO shall be under no obligation, except as expressly provided by Statute, to withhold any sums due the said Principal _____ under the terms of this contract, or to protect any other way the surety or sureties, claimants or others.

No representation or statement of the Principal _____ made to the surety or sureties in application for this bond, or otherwise, shall be read into or be part of this bond or binding in any way on the obligee herein.

No assignment by Principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder including a warranty period of not less than two (2) years unless otherwise stated.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond, this _____ day of _____ A.D. 20 _____

Attest: (Seal)

CONTRACTOR
By: _____

Title _____
SURETY:

By: _____
Attorney-in-Fact